

EXECUTION COPY

LEASE AGREEMENT

LANDLORD:

AG METROPOLITAN ENDO, L.L.C.,

TENANT:

NASSAU COMMUNITY COLLEGE

SUMMARY OF BASIC LEASE INFORMATION AND DEFINITIONS

This SUMMARY OF BASIC LEASE INFORMATION AND DEFINITIONS ("Summary") is hereby incorporated into and made a part of the attached Lease. All references in the Lease to the "Lease" shall include this Summary. All references in the Lease to any term defined in this Summary shall have the meaning set forth in this Summary for such term. Any initially capitalized terms used in this Summary and any initially capitalized terms in the Lease which are not otherwise defined in this Summary shall have the meaning given to such terms in the Lease.

1.1 Landlord's Address: AG METROPOLITAN ENDO, L.L.C.

c/o Angelo Gordon & Co.
245 Park Avenue, 26th Floor
New York, New York 10167
Attn: Mr. Adam Schwartz
Facsimile: (212) 867-5436

with a copy to: Metropolitan Realty Associates
1000 Stewart Avenue, Suite 100
Garden City, New York 11530
Attn: Mr. Joseph Farkas
Facsimile: (516) 222-2619

with an additional copy to: Duval & Stachenfeld LLP
300 East 42nd Street
New York, NY 10017
Attn: Terri Adler, Esq.
Facsimile: (212) 883-8883

1.2 Tenant's Address: Nassau Community College
One Education Drive
Garden City, NY 11530
Attn: Donna Haugen
Facsimile: (516) 572 - 7750

with a copy to: Forchelli, Curto, Crowe, Deegan, Schwartz, Mineo, & Cohn, LLP
330 Old Country Road
Mineola, NY 11501
Attn: Barbara Shaheen Alesi, Esq.
Facsimile: (516) 248-1729

1.3 Premises: 25,618 square feet comprising the one entire building known as 500 Endo Boulevard, Garden City, NY 11530 (as more particularly shown on Exhibit A annexed hereto). The Premises is a portion of the project (the "Project") which includes the Premises and the building located at 1000 Stewart Avenue, Garden City, New York (the "1000 Stewart Building"), and the Common Areas (as hereinafter defined), which Project is more particularly shown on Exhibit B annexed hereto, and any other improvements thereon. The Premises is sometimes hereafter referred to as the "**Building**".

1.4 Commencement Date: After substantial completion of Landlord's Work pursuant to Section 1.1.5 below in accordance with the "Approved Plans" (each as defined in Exhibit C-1 as set forth in the Lease Commencement Certificate defined in Section 2.1.2 herein.

1.5 Lease Expiration Date: June 30th or December 31st after the expiration of the twentieth (20th) Lease Year (as hereinafter defined), whichever shall occur first, subject to Tenant's option to renew for one (1) additional five (5) year term, as provided in Section 2.1 of the Lease.

1.6 Annual and Monthly Rent:

<u>Year During Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
First Lease Year	\$742,922.00	\$61,910.17
Second Lease Year	\$742,922.00	\$61,910.17
Third Lease Year	\$742,922.00	\$61,910.17
Fourth Lease Year	\$742,922.00	\$61,910.17
Fifth Lease Year	\$742,922.00	\$61,910.17
Sixth Lease Year	\$871,012.00	\$72,584.33
Seventh Lease Year	\$871,012.00	\$72,584.33
Eighth Lease Year	\$871,012.00	\$72,584.33
Ninth Lease Year	\$871,012.00	\$72,584.33
Tenth Lease Year	\$871,012.00	\$72,584.33
Eleventh Lease Year	\$999,102.00	\$83,258.50
Twelfth Lease Year	\$999,102.00	\$83,258.50
Thirteenth Lease Year	\$999,102.00	\$83,258.50
Fourteenth Lease Year	\$999,102.00	\$83,258.50
Fifteenth Lease Year	\$999,102.00	\$83,258.50
Sixteenth Lease Year	\$1,127,192.00	\$93,932.67
Seventeenth Lease Year	\$1,127,192.00	\$93,932.67
Eighteenth Lease Year	\$1,127,192.00	\$93,932.67
Nineteenth Lease Year	\$1,127,192.00	\$93,932.67
Twentieth Lease Year	\$1,127,192.00	\$93,932.67

In addition, Tenant shall repay to Landlord as Rent an amount described and defined in Paragraph 1.1.2 as ("Landlord's Advance") amortized over the term of the Lease, as provided therein.

1.7 Permitted Use: Subject to the terms herein provided, the Premises shall be used for higher educational, classroom and general office use and for no other purpose.

1.8 Interest Rate: The lesser of: (a) the rate announced from time to time by Citibank, N.A. or, if Citibank, N.A. ceases to exist or ceases to publish such rate, then the rate announced from time to time by the largest (as measured by deposits) chartered operating bank operating in New York, as its "prime rate", "best rate", or "reference rate", plus two and one half (2.5%) percent or (b) the maximum rate permitted by law, whichever is less.

1.9 Landlord's Work: That construction to be performed by Landlord for the benefit of Tenant, as described in Paragraph 1.1 hereof, and which includes both "Landlord's Base Building Work" as described on Exhibit C-1 and "Landlord's Build-Out Work" as described on Exhibit C-2.

1.10 Lease Year: The first "Lease Year" shall be the period commencing on the Commencement Date and ending on the last day of the month in which shall occur the one (1) year anniversary thereof. Each subsequent "Lease Year" shall be the one (1) year period thereafter, except the final "Lease Year," which shall be the final one (1) year period plus those additional months necessary to complete the final "Lease Year" on June 30th or December 31st, whichever shall occur first.

1.11 Security Deposit: None.

LIST OF EXHIBITS

- A Description of Premises
- A-1 Encumbrances
- B Description of Project
- C-1 Landlord's Base Building Work
- C-2 Landlord's Build-Out Work, Building G Description
- C-3 Commencement Date Acknowledgment with Amortization Schedule
- D 500 Endo Common Area
- E Covenants and Restrictions
- E-1 Leasehold Insurance Policy
- E-2 Tenant's Existing Insurance Certificate
- F Rules and Regulations
- G Parking Diagram
- H SNDA Form
- I IDA Compliance Agreement (with Exhibit A – Company Letter attached)

LEASE

This LEASE ("Lease"), which includes the preceding Summary of Basic Lease Information and Definitions ("Summary") attached hereto and incorporated herein by this reference, is made as of the 17 day of July 2008, by and between AG METROPOLITAN ENDO, L.L.C., a Delaware limited liability company ("Landlord"), and NASSAU COMMUNITY COLLEGE (sometimes hereinafter referred to as "NCC" or "Tenant") a New York educational corporation.

1. Lease of Premises.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises upon and subject to the terms, covenants and conditions contained in this Lease to be performed by each party. Landlord hereby represents and warrants that Landlord owns the Premises (subject to the encumbrances identified on Exhibit A-1 annexed hereto and made a part hereof and except to the extent that Landlord has conveyed title pursuant to the terms of the "IDA Documents" (described below); that Landlord has the right to lease the Premises to Tenant pursuant to the terms of this Lease subject to conditions and matters referred to in this Lease; that Tenant shall have the right to use and occupy the Premises for the Permitted Use in accordance with the terms of this Lease; and the execution of this Lease and the performance by Landlord of all obligations required of it hereunder will not, now or in the passage of time, result in a default under any instrument, agreement, document, commitment or understanding to which Landlord is a party or by which it is otherwise bound.

1.1 Landlord's Work.

1.1.1 (a) Landlord shall construct the Premises in accordance with that description of "Landlord's Base Building Work" as set forth and described on Exhibit C-1 annexed hereto and made a part hereof, ("Landlord's Base Building Work") and "Landlord's Build Out Work" as set forth and described in Exhibit C-2 ("Landlord's Build-Out Work") (Landlord's Base Building Work and Landlord's Build-Out Work may be sometimes, hereinafter, collectively referred to as "Landlord's Work"). Landlord's Base Building Work shall include obtaining any required change in use (at Landlord's sole cost and expense) under applicable zoning regulations to allow the Permitted Use and any and all other zoning approvals necessary for Landlord to complete the construction of the Premises in accordance with the terms hereof. Landlord's Build-Out Work shall be performed in accordance with those design development building plans and specifications as ("Plans") which will be prepared by Landlord consistent with the construction and design and specifications in the existing building "G" operated by Nassau Community College ("NCC") (a general description of existing classrooms in Building "G" are annexed hereto as Exhibit C-2 and made a part hereof.) Landlord will prepare the Plans as soon as practicable after the execution of this Lease but in any event in accordance with the time periods set forth in this Section 1.1. Tenant will review the Plans within fifteen (15) business days of receipt. The parties will in good faith proceed diligently to review, modify and agree on the Plans within thirty (30) days of the date hereof, failing which either party may terminate this Lease upon written notice to the other, in which event neither party shall have any rights or obligations as to the other party except as to any matters which expressly survive the

termination of this Lease. In the event and at such time as the parties shall come to an agreement on the Plans each party shall initial all pages of such Plans and receive a full set of such Plans as initialed by all parties. With the active participation of Tenant and its architect, as reasonably required in order to proceed with the construction process. Landlord shall, promptly after such agreement has been reached, prepare and complete a full set of construction drawings which shall incorporate all elements of the Plans ("**Construction Drawings**") and deliver them to Tenant within thirty (30) days after agreement as to the Plans, which Construction Drawings shall be prepared in accordance with the Plans and Landlord's Build-Out Work requirements set forth on Exhibit C-2, shall comply with all applicable laws of any and all governmental agencies, departments or bureaus having jurisdiction thereof and shall be sufficient, as required by the Town of Hempstead, to procure a building permit. Tenant shall deliver to Landlord, within fifteen (15) business days after receipt of such Construction Drawings, any comments or requests for changes which Tenant may have with respect thereto. In the event Landlord disagrees with any of Tenant's requested changes to Construction Drawings, then, in that event, the parties shall promptly and diligently, in good faith, attempt to resolve any differences, promptly. In the event the parties are unable to resolve their differences within ten (10) business days of delivery of the Construction Drawings, the provisions of paragraph 1.1.1(b)(i) below shall apply. In the event no disagreement exists, then, in that event, Landlord shall, promptly, and within twenty (20) days of receipt of Tenant's request for changes, complete a second set of construction drawings ("**Revised Construction Drawings**") which shall incorporate all of Tenant's request for changes, and shall promptly deliver them to Tenant. Tenant shall, thereafter, have ten (10) business days in which to approve or reject such Revised Construction Drawings, which rejection may be made solely on the basis that Revised Construction Drawings either deviate from the agreed upon aspects of the original Construction Drawings submitted or do not incorporate the changes requested by Tenant. In the event such Revised Construction Drawings are rejected by Tenant, then, in that event, the parties shall, promptly and diligently, in good faith, attempt to resolve any differences. In the event the parties are unable to resolve their differences within ten (10) business days of delivery of the drawings, the provisions of paragraph 1.1.1(b)(i) below shall apply. Upon Tenant's acceptance of the Revised Construction Drawings (as originally submitted or as revised pursuant to the agreement of the parties) such drawings shall be known as the "**Final Construction Drawings**". Landlord shall, promptly, and in no event later than ten (10) days after such acceptance, submit such Final Construction Drawings to the Town of Hempstead and shall use all commercially reasonable efforts to procure a building permit, as quickly as possible. Landlord shall keep Tenant reasonably apprised of all material correspondence, communication and progress in connection with obtaining a building permit and both Landlord and Tenant shall reasonably cooperate with each other in obtaining such building permit provided, however, that Tenant shall not be required to incur any liability, obligation, cost or expense in connection therewith other than providing prompt, reasonable cooperation. After the Final Construction Drawings have been approved by Tenant, Landlord shall make no changes thereto without the written consent of Tenant, in each instance, except for non-material changes directed by the applicable municipality which do not materially impact the design, function, appearance or quality of the Premises, and do not increase the Construction Cost (as defined in Section 1.1.2) by more than a de minimus amount.

(b)(i) In the event the parties do not agree on the Construction Drawings or the Revised Construction Drawings within the time periods proscribed above and provided that

Tenant and its architects, and consultants and other professionals have actively participated in the Construction Drawing preparation process as set forth in Section 1.1.1(a), Tenant may terminate this Lease upon fifteen (15) days written notice ("**Tenant's Termination Notice**") to Landlord. Tenant's Termination Notice must specify the precise reasons for Tenant's determination that the Construction Drawings or Revised Construction Drawings are not acceptable to Tenant. In the event Tenant provides Tenant's Termination Notice to Landlord in accordance with this Section 1.1.1(b), then at the end of such fifteen (15) day period, this Lease shall be deemed terminated and neither party shall have any rights or obligations as to the other party except as to any matters that expressly survive the termination. Notwithstanding the aforementioned provisions, Tenant's Termination Notice shall be deemed void ab initio and no force and effect if Landlord cures or resolves all reasons stated in Tenant's Termination Notice to Tenant's reasonable satisfaction within ten (10) business days after Landlord's receipt of Tenant's Termination Notice.

(ii) In the event of Tenant's timely termination of this Lease pursuant to Section 1.1.1(b)(i) above, Landlord, solely, shall be obligated to bear the cost of the preparation of the Construction Drawings and the Revised Construction Drawings, as the case may be. In the event of any of the following: (A) Tenant's Termination Notice does not comply with Section 1.1.1(b) above, (B) Tenant does not accept Landlord's cure or resolution as stated above, (C) Tenant has acted arbitrarily or capriciously in attempting to terminate the Lease pursuant to Section 1.1.1(b) above, (D) if the reasons stated in Tenant's Termination Notice are based upon Tenant's election to deviate materially from the Plans, or (E) Tenant's Termination Notice arises from a change in Tenant's business or operational plans with respect to Tenant's use and occupancy of the Premises, including without limitation Tenant's abandonment of its plans to open new classrooms in the general geographical area of its main campus for the 2008 or 2009 academic years, then as a condition to the termination of this Lease, Tenant shall reimburse Landlord for one-half (50%) of Landlord's actual cost of preparing the Plans, Construction Drawings and the Revised Construction Drawings, provided that in no event shall Tenants share of such costs exceed \$40,000. Landlord shall provide Tenant with all documentation reasonably requested by Tenant to support such costs and Landlord's payment thereof. Upon payment by Tenant to Landlord of said amount, this Lease will be deemed terminated in which event neither party will have any rights or obligations as to the other party except as to any matters which expressly survive the termination of this Lease.

1.1.2 Estimated Construction Cost. Promptly after Tenant's acceptance of the Final Construction Drawings, Landlord will submit to Tenant a budget (the "Budget") outlining all costs and expenses to be directly incurred in connection with Landlord's Build-Out Work, ("**Construction Costs**") including but not limited to, so-called "soft costs" for architects, engineers, filing fees, permitting fees and other similar fees and costs which are not actual hard construction costs, **provided, however,** that Construction Costs shall not include any costs incurred in connection with Landlord's Base Building Work, at any time without permission or penalty/or any costs incurred in obtaining the change of use and/or other zoning requirements contemplated in Section 1.1.1 and further provided that, in no event, shall the aggregate of all such soft costs exceed \$102,472. Tenant shall be granted an allowance of no less than \$780,000 towards the Construction Costs ("**Tenant Allowance**"). The balance of such Construction Costs over and above Tenant's Allowance shall be referred to as the "Landlord's Advance", provided

that Landlord's Advance shall not exceed \$1,690,000.00. The amount of the Landlord's Advance shall be advanced by Landlord and reimbursed by Tenant as additional rent, over the term of this Lease, in monthly installments and amortized, as if such amount were a fully self amortizing loan, with interest accruing on the unpaid principal balance at the annual rate of 8%. Such payment schedule shall be set forth on an Amortization Schedule ("Amortization Schedule") which shall be initialed by the parties and annexed to the "Commencement Date Acknowledgement" annexed hereto as Exhibit C-3. Tenant shall have the right, to prepay all or any portion of Landlord's Advance at any time without premium or penalty. The Budget shall be based upon actual, bona fide, arms length, written estimates from all third party contractors with respect to work to be performed/and which shall reflect all permitted soft costs as separate line item. In the event that Landlord's final Construction Costs shall exceed the Budget, than any excess cost shall be solely Landlord's responsibility and Tenant shall have no liability or responsibility therefore, except as provided in Section 1.1.8. In the event that Landlord's final Construction Costs are less than the Budget, including without limitation by reason of any Tenant Change Order (as defined in Section 1.1.8), Tenant's Allowance and Landlord's Advance shall be reduced proportionately. The Budget shall include the Contractor's Cost for Landlord's Build-Out Work. "Contractors' Cost" shall mean the cost of Landlord's Build-Out Work, only, plus 8%, and plus 8% to cover General Conditions, overhead and profit, provided that the foregoing Contractor's Cost Percentages shall not be applicable to Landlord's "soft costs".

1.1.3 In the event the Budget is less than or equal to \$2,470,000, Landlord shall promptly commence and proceed with the construction of Landlord's Work and shall use all commercially reasonable efforts to complete construction in accordance with the terms hereof and within the time periods provided. In the event the Budget exceeds \$2,470,000 Tenant shall have the following options to be elected in writing (the "Election Notice") to Landlord within ten (10) business days of Tenant's receipt of the Budget:

- (a) Tenant may direct Landlord to proceed with performance of Landlord's Work in accordance with Section 1.1.3 above without modification of the Budget;
- (b) Tenant may terminate this Lease in which event neither party shall have any rights or obligations as to the other party except as to any matters which expressly survive the termination of this Lease; or
- (c) Tenant may request that Landlord, in cooperation with Tenant and its architect and any other professionals, modify the Budget to reduce the costs set forth therein to \$2,470,000 (or some lower number); in which event of such agreement, Landlord shall proceed with performance of Landlord's Work in accordance with Section 1.1.3 above. In the event an agreement as to such modification is not reached within thirty (30) days of Landlord's receipt of the Election Notice, either party may terminate this Lease and neither party shall have any rights or obligations as to the other except as to those matters which expressly survive termination of this Lease.

1.1.4 In performing Landlord's Work, Landlord agrees to engage only contractors and subcontractors that pay their employees "prevailing wages" (as defined in Article VIII of the

New York Labor Law) and otherwise comply with the applicable provisions of Article VIII of the New York Labor Law. Landlord shall install, as part of Landlord's Base Building Work, (and at no cost to Tenant) direct meters such that appropriate utility company or companies shall provide electrical energy, natural gas and other utilities directly to the Premises. Tenant shall contract directly with and shall pay all applicable charges and fees for Tenant's consumption thereof directly to such utility company or companies. Landlord shall make Landlord's architect and Landlord's construction manager, Joseph Farkas (or, if Mr. Farkas is unable, due to illness, or other incapacity, to perform such services or if the Building is sold), available to Tenant at all reasonable times during business hours during the drawing phases of the foregoing Plans as well as during the construction phase of Landlord's Work.

1.1.5 For the purpose hereof, the term "Substantially Complete" shall mean the substantial completion of Landlord's Work in accordance with the Final Construction Drawings and the procurement of all municipal approvals including without limitation, a certificate of occupancy permitting Tenant's Permitted Use of the Premises, notwithstanding the fact that minor or unsubstantial details of construction, mechanical adjustment, decoration or other work remain to be completed, the non-completion of which would not materially interfere with Tenant's normal use and occupancy of the Premises. Landlord shall deliver a "Notice of Substantial Completion" in accordance with the provisions of paragraph 2.1.2 below.

1.1.6 Tenant may elect to have a construction consultant at the Premises during the construction of Landlord's Work, from time to time. In the event Tenant elects to do so, it shall notify Landlord of the name or names of such construction consultant and Landlord shall provide reasonable access to the Premises, shall communicate and cause Landlord's agents to communicate with such construction consultant and shall reasonably cooperate (and shall cause all of its agents, contractors, licensees and permittees) to reasonably cooperate in all respects with such construction consultant and shall promptly provide such information and/or copies of documentation as may be reasonably requested by such construction consultant from time to time. Tenant's and/or Tenant's construction consultant's approval of any of Landlord's Plans, Construction Drawings, budgets, or any changes modifications or additions thereto, and/or any inspections made by the foregoing parties shall in no way be deemed an acceptance or approval by Tenant or any of its agents of Landlord's Work for any other purpose and Landlord's Work shall conform, in all respects, to all applicable governing federal, state or local codes, ordinances regulations and other laws and regulations including, without limitation, the Americans with Disabilities Act of 1990, as amended, and any and all requirements and regulations of any and all governmental departments or subdivisions.

1.1.7 Landlord shall substantially complete all of Landlord's Work in a good and workmanlike manner, with due diligence and in accordance with the Final Construction Drawings and all requirements set forth in Exhibits C-1 and, C-2, and all applicable laws and such that the Building shall be a "first class" building. Promptly following delivery of possession of the Premises to Tenant, Landlord shall, at no cost to Tenant, deliver to Tenant one copy of all operations and maintenance manuals for all building systems, all equipment installed in the Premises and all plans and specifications which show the final actual construction ("As Built") of all Landlord's Work in compact disc or CAD format or such other format as Landlord and Tenant shall mutually agree.

1.1.8 Tenant may, from time to time, during the course of construction of Landlord's Work, request that certain additional work performed which is outside the scope of Final Construction Drawings. Upon request by Tenant for such additional work, Landlord shall submit, promptly, to Tenant, Landlord's reasonable estimate for the cost of such additional work and the delay, if any, that will result in the timely completion of Landlord's Work as a result thereof. The parties shall, in good faith, use all commercially reasonable efforts to arrive at a final description, agreed upon cost and construction delay, if any, for such additional work ("Tenant Change Order"). Any such Tenant Change Order must be approved, in writing, by both Landlord and Tenant and set forth all of the foregoing information. The cost of any such Tenant Change Order shall be added or subtracted to the Budget, as applicable, and the Amortization Schedule of Landlord's Advance to be appended to the Commencement Certificate as provided in Section 1.1.2 above shall be amended, accordingly.

1.2 Failure to Deliver Possession. If Landlord shall be unable to deliver possession of the Premises such that the Commencement Date shall have occurred on or before December 1, 2008 ("First Construction Deadline") (subject to Tenant Delay as hereinafter defined in Section 1.2 and Force Majeure Delay as hereinafter defined in Section 28.9) then, in that event, all Rent due and payable by Tenant hereunder shall be abated ("Rent Abatement") until July 1, 2009 or until Tenant shall agree to take actual possession of the Premises, whichever shall occur first. (Provided, however, that in no event shall rent become due and payable nor shall the Commencement Date occur unless and until Landlord has substantially completed all of Landlord's Work.) In the event that Landlord shall not have Substantially Completed all of Landlord's Work hereunder and the Commencement Date shall not have occurred on or before July 1, 2009, ("Final Construction Deadline") then, in that event, Tenant shall have the right to terminate this Lease by written notice delivered to Landlord prior to July 30, 2009. In the event Tenant shall elect to terminate this Lease, as herein provided, then, in that event, Landlord shall, within five (5) days of delivery of such notice of termination by Tenant, refund any amounts previously paid by Tenant (if any) pursuant to the terms hereof, whereupon neither party shall have any further liability or obligation hereunder. In the event Tenant does not elect to terminate this Lease, then Rent shall continue to abate and Tenant shall continue to receive a Rent credit for each day that Landlord does not deliver possession in accordance with the terms thereof until such date that both parties mutually agree shall be the Commencement Date of this Lease, which date shall be set forth on the Commencement Date Acknowledgement defined in Section 2.1.2 below. "Tenant Delay" shall mean any delay which Landlord may encounter in the performance of the Landlord's Work as a direct and proximate result of any act or omission of any nature of Tenant or its construction consultant or contractors required to be taken hereunder, including without limitation, delays which have been agreed upon by the parties in Tenant Change Orders, delays by Tenant in the submission of information or giving authorizations or approvals within the time periods set forth herein and delays due to the postponement of any item of Landlord's Work at the written request of Tenant. In no event shall a Tenant Delay be deemed to have occurred if and to the extent that such Tenant Delay is caused by any negligent act or omission or act of willful misconduct of Landlord and/or Landlord's agents.

2. Term.

This Lease shall be effective upon the date first above written (the "**Effective Date**"). The term of this Lease (the "**Term**") shall commence upon the Commencement Date and shall expire on the Lease Expiration Date, unless sooner terminated in accordance with the terms hereof. Landlord shall deliver possession of the Premises on the Commencement Date. If delay in possession is due to Tenant's Delay as defined below, there shall be no extension of the Commencement Date and the Rent shall commence on the date that the Commencement Date would reasonably be deemed to have occurred, but for the Tenant's Delay, as defined in Section 1.2 hereof. The provisions of this Article are intended to constitute an "express provision to the contrary" within the meaning of Section 223(a), New York Real Property Law.

2.1 Commencement Date. The Commencement Date shall be that date as set forth in the Commencement Date Acknowledgement executed by the parties as provided below, after Landlord's Substantial Completion of Landlord's Work as described herein.

2.1.1 INTENTIONALLY OMITTED

2.1.2 Landlord shall provide a written notice to Tenant promptly after Landlord's receipt of a Certificate of Occupancy for the Premises ("**Notice of Substantial Completion**") which Notice of Substantial Completion shall set forth, in detail, a list of any such minor or insubstantial details of construction which remain to be performed pursuant to Section 1.1.5 ("**Punchlist Items**"). Such Notice of Completion shall be delivered no later than ten (10) days prior to Landlord's expected Commencement Date. Such Notice of Substantial Completion shall be accompanied by an AIA substantial Completion Certification, executed by Landlord's Architect, certifying that all Landlord Work has been "Substantially Completed", as defined herein ("**Architect's Completion Certificate**"). Following Landlord's delivery of the Notice of Substantial Completion (and Architect's Completion Certificate) Tenant shall have ten (10) business days in which to confirm that the only items remaining to be completed of Landlord's Work are Punchlist Items. If, within the aforesaid ten (10) business day period, Tenant has not either confirmed or objected to Landlord's Notice of Substantial Completion, it shall be deemed accurate and Landlord and Tenant shall execute a Commencement Date Acknowledgement, as set forth in Exhibit C-3 annexed hereto and made a part hereof ("**Commencement Date Acknowledgement**"), which shall be the Commencement Date for all purposes hereunder. Landlord shall, thereafter, use all commercially reasonable efforts to complete construction of all Punch List Items promptly within thirty (30) days after the Commencement Date of the Lease. Such work shall be completed in the manner and under the same criteria as required herein regarding Landlord's Work. In the event such Punch List Items are not completed prior to sixty (60) days after the Commencement Date, then, in that event, on ten (10) business days prior written notice to Landlord, Tenant shall have the right (but not the obligation) to complete such Punchlist Items and deduct the reasonable costs therefore from the next ensuing monthly payments of Rent due under this Lease. Tenant may from time to time during the thirty (30) day period following Tenant's initial occupancy of the Premises submit to Landlord supplemental statements specifying any incomplete or defective Landlord's Work and Landlord shall thereafter complete the same with reasonable diligence.

2.1.3 During the period of time from and after Landlord's delivery of the Notice of Substantial Completion and the Commencement Date, Landlord shall provide Tenant and/or Tenant's authorized representatives with reasonable access to the Premises for the purpose of installing Tenant's telecommunications and computer wiring and equipment therein, provided, however, that Tenant and Tenant representatives shall use all reasonable care not to interfere with Landlord's completion of any Landlord Work and/or Punchlist Items with respect thereto.

2.2 Renewal Rights. Provided that Tenant shall not then be in default beyond any applicable grace, notice and cure period, and that NCC or any permitted assignee or sublessee shall be in occupancy of the entire Premises, Tenant may extend the term of this Lease for one (1) additional option period of five (5) years (the "Renewal Term"). Notwithstanding anything to the contrary contained in this Section 2.2, if, on the commencement of the Renewal Term there shall be an uncured monetary or non-monetary default by Tenant, Landlord, in Landlord's sole and absolute discretion, may elect, by written notice to Tenant, to void Tenant's exercise of the renewal option, in which case Tenant's exercise of the renewal option shall be of no force or effect, and the Term shall end of the Expiration Date of the initial Term of this Lease, unless sooner cancelled or terminated pursuant to the provisions of this Lease or by law. Tenant shall notify Landlord in writing of its election to extend this Lease for the Renewal Term, not less than nine (9) months prior to the expiration of the original Lease TIME BEING OF THE ESSENCE. Tenant's failure to timely exercise the option hereunder shall cause such right to terminate and be of no further force or effect. The annual rent during the Renewal Term shall be \$1,274,000.00. Tenant shall have no further right to extend the term of this Lease beyond the Renewal Term. If Tenant shall extend the term of this Lease pursuant to the provisions of this Section, such extension shall be automatically effected without the execution of any additional documents.

3. Rent.

3.1 Annual and Monthly Rent. Tenant agrees to pay Landlord, as rent for the Premises, the Annual Rent designated in Section 1.6 of the Summary. The Annual Rent shall be paid by Tenant in twelve (12) equal monthly installments of "Monthly Rent" in the amounts designated in Section 1.6 of the Summary, without setoff or deduction except as provided herein, on the first day of each and every calendar month commencing upon the Commencement Date. Monthly Rent for any partial month shall be prorated in the proportion that the number of days this Lease is in effect during such month bears to the actual number of days in such month.

3.2 Additional Rent. All amounts and charges payable by Tenant under this Lease in addition to the Annual Rent described in Section 3.1 above shall be considered additional rent for the purposes of this Lease, and the word "Rent" in this Lease shall include the Annual Rent and such additional rent unless the context specifically or clearly implies that only the Annual Rent is referenced. The Annual Rent and additional rent shall be paid to Landlord as provided in Section 7, without any prior demand therefore and without any deduction or offset except as specified elsewhere in the Lease, in lawful money of the United States of America.

4. Common Areas Expenses.

4.1 **Common Areas.** As used in this Lease, the term "Common Areas" shall mean the parts of the Project designated by Landlord from time to time for the common use of all tenants, including, among other facilities, parking areas (including those parking areas that are designated herein for Tenant's exclusive use) sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its discretion, shall determine except as otherwise provided herein. Landlord agrees to provide landscaping and snow removal services, and parking lot and light repair, in the areas located in on or around the Premises (the "500 Endo Common Areas") as described on Exhibit D. Except of non-material changes directed by the applicable municipality in connection with Landlord's procurement of the requisite zoning approvals hereunder, Landlord shall not make changes to the dimensions and location of the Common Areas (including the parking areas designated for Tenant's exclusive use). Landlord reserves the right to make changes to the location, dimensions, identity and type of any other building within the Project (other than the "Building") and to construct additional buildings or additional stories on existing buildings (other than the Building) or other improvements in the Project, and to eliminate buildings from the Project, except for the Building. Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the non-exclusive (or exclusive where provided herein) right and license to use the Common Areas as constituted from time to time, such use to be in common with Landlord, other tenants of the Project and other persons permitted by Landlord to use the same, except those portions of the Common Areas located within the 1000 Stewart Building. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights thereto or to make repairs or alterations, provided, however, that Landlord shall not make any changes to the Common Areas, the Project or any building or improvement located therein which change would materially and negatively impact on Tenant's use and occupancy of the Premises and, in particular, cause a more than a de minimus and temporary nuisance or disruption to or adversely impact on Tenant's ability to operate and maintain an institution of higher learning and further provided, however, that such temporary closure shall be with the least amount of time reasonably possible, shall provide, where possible, alternate areas for Tenant's usage during such temporary closure and shall, in all instances, such closure shall be conducted with the minimum interference reasonably possible upon Tenant's quiet use and enjoyment of the Premises and ability to conduct intended usage of the Premises hereunder.

4.2 **Landlord's maintenance of Common Areas.** Landlord shall be responsible for the operation, management and maintenance of all Common Areas and shall maintain the Common Areas in good order and condition, consistent with a first class building in accordance with all applicable laws. Landlord agrees to allow access to the Premises and to keep the parking area designated for Tenant's use hereunder accessible 24 hours a day, 7 days a week. Landlord's operation, management and maintenance of the Common Areas shall be at Landlord's sole cost and expense and Tenant shall have no responsibility or liability for the cost thereof, except as otherwise provided in Section 17.3 of this Lease.

5. Taxes.

It is specifically understood and agreed that Landlord shall be responsible for the payment of all Taxes with respect to the Premises and the Project (but not attributable to the existence or operations of Tenant) and that Tenant shall have no responsibility or liability therefor. "Taxes" shall mean (i) any real estate, school, ad valorem or any other assessments of kind or nature which shall or may become a lien upon or be assessed, imposed or levied by any lawful taxing authorities against Building, the Premises and/or the Project or any other improvements thereon or for the benefit thereof; (ii) those Taxes which to arise in connection with the use, occupancy or possession of the Premises and/or the Project or the land upon which they are located, easements or other improvements thereon including but not limited to those Taxes imposed or assessed to increase tax increments to governmental agencies for services such as, but not limited to, fire protection, police protection, street, sidewalk and road maintenance, refuse removal, sewer, storm drain, gray or recycled water facilities or governmental services previously provided without charge to owners or occupants; (iii) taxes which are allocable or measured by the area of the Premises or any rent payable hereunder including without limitation any gross income tax or excise tax on the receipt of such rent or upon the possession, leasing operation, maintenance, repair or use or occupancy of the Premises; taxes which are attributable to transfer or transaction directly or indirectly represented by this Lease or (iv) which are imposed, assessed or levied in lieu of in substitution for or in addition to any of the foregoing ("Taxes").

6. Use.

6.1 **General.** Tenant shall use the Premises solely for the Permitted Use specified in Section 1.7 of the Summary, and shall not use or permit the Premises to be used for any other use or purpose whatsoever. In no event shall Tenant use any area outside the Premises other than for pedestrian and vehicular ingress and egress to and from the Premises, other than for parking in the areas currently designated for parking, and other than to perform Tenant's repairs, maintenance and other obligations under this Lease or for other purposes related to the advancement or enhancement of Tenant's use of the Premises, provided that such use shall, in all instances, be in compliance with applicable law. Under no circumstances shall Tenant or any of its assigns or sublessees use any portion of the Premises for the following purposes (each a "Prohibited Use"), and Landlord shall not allow any portion of the Building or the Project to be used for any such Prohibited Use: (a) a restaurant, bar or for the sale of food or beverages (except that Tenant may use a portion of the Premises as a kitchen cafeteria or other similar food establishment for the use of Tenant and its employees, students, licensees, or invitees); (b) photographic reproductions and/or offset printing; (c) an employment or travel agency; (d) medical or psychiatric offices; (e) conduct of an auction; (f) gambling activities; (g) conduct of obscene, pornographic or other disreputable activities; (h) offices of any charitable, religious or union or other organization except solely in connection with Tenant's community outreach programs with local civic charitable and/or religious organizations in furtherance of Tenant's mission of providing higher education provided that said organizations may be temporary invitees but not subtenants of the Premises; (i) a "boiler room" operation as such term is understood in the securities business or a financial services business that is not a member of the New York Stock exchange; (j) a drug, alcohol, abortion or similar clinic; (k) any use inconsistent with the first class nature of the Project; (l) any use that would in Landlord's determination tend

to diminish the value of the Building or damage the reputation of Landlord or impair the appearance, character or reputation of the Building.

6.2 Compliance with Laws. Tenant shall not use or allow the Premises to be used in violation of any rules or regulations of the New York Board of Fire Underwriters with respect to the Premises, or of any Laws or of any certificate of occupancy issued for the Premises. Tenant shall, at its sole cost and expense, observe and comply with, and at all times cause the Premises to comply with, all requirements of any board of fire underwriters or similar body relating to the Premises, and all Laws, now or hereafter applicable to the Premises and Tenants, use, occupancy, alteration and/or improvement thereof, including, without limitation, the provisions of the Americans with Disabilities Act ("ADA") such compliance obligations shall include any and all alterations, replacements, improvements and changes, whether structural or non-structural, unforeseen and/or extraordinary, and regardless of the period of time then remaining in the Lease Term. Notwithstanding the foregoing, Tenant shall be responsible for compliance with only so much of the foregoing requirements that result or arise from Tenant's specific use and occupancy of the Premises, including without limitation classroom use provided, however, that in the event that any such requirement is of a general nature and applies to the Premises and/or the Project, generally, but does not relate to or arise from Tenant's specific use or occupancy including without limitation classroom use, then, in that event, the obligation to comply with such requirement, including any and all expenses relating thereto, shall be that of Landlord and Tenant shall have no responsibility or liability of whatsoever kind therefor. Nothing in the foregoing shall be deemed to limit or preclude Landlord's requirement to comply with all applicable laws in connection with Landlord's Work obligations hereunder.

Landlord and Tenant mutually acknowledge the existence of that certain "Declaration of Covenants and Restrictions, dated October 1, 2001 ("Covenants and Restrictions") a copy of which is annexed hereto as Exhibit E filed against the Project by Dupont Pharmaceuticals Company (formerly Dupont Merck Pharmaceuticals Company) as Declarant. Notwithstanding such Covenants and Restrictions, Landlord hereby makes those representations and warranties with respect to Tenant's right to use and occupy the premises, as set forth in paragraph 1 above and has, simultaneously herewith, procured, for Tenant's benefit, a title insurance policy issued by First American Title Company of New York, insuring Tenant's leasehold interest in the Premises, as more fully set forth therein, in the amount of \$5 million, as stated therein ("Leasehold Policy"), a copy of which Leasehold Policy is annexed hereto as Exhibit E-1 and made a part hereof.

In the event that: (i) Declarant (it's successors, assigns or any party having standing to enforce the aforesaid Covenants and Restrictions) enforces the terms of such Covenants and Restrictions such that Tenant (its successors, assignees or assigns) are prohibited from legally using or occupying the Premises in accordance with the terms of this Lease; or (ii) if there shall be an final order of eviction against any of such parties from the Premises by a court having jurisdiction thereof (for which the time to appeal such final order has expired); or (iii) in the event that First American Title Insurance Company of New York shall fail to protect, defend and indemnify Tenant with respect to its continued use and occupancy of the Premises under this Lease (including any damages which Tenant may incur) pursuant to the terms of the Leasehold Policy and Landlord, after five (5) days written notice of such failure shall, also, fail to so

protect, defend and indemnify Tenant pursuant to Section 17.3 hereof, on a *Pendente Lite* basis then, in such event, Tenant may terminate this Lease by ten (10) days written notice to Landlord upon which this Lease shall be deemed terminated and Tenant shall quit and surrender the Premise in accordance with the terms hereof and Tenant shall have no further liabilities or obligations of any kind under the Lease.

6.3 No Nuisance or Waste. Tenant shall not cause, maintain or permit any public or private nuisance in, on or about the Premises, nor commit or suffer to be committed any waste in, on or about the Premises. Landlord shall use commercially reasonable efforts (short of terminating leases) to ensure that no other Tenant in the Project takes or omits to take any action in violation of any of the foregoing.

6.4 Signs. Tenant shall not install any signs, awnings, canopies or advertisements in, on or about the Premises unless Tenant complies with all Laws and obtains approval therefore from all governmental authorities having jurisdiction over the Premises and from Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Landlord shall install any and all signs or advertisements which are included in Landlord's Work and Landlord shall have the sole responsibility for insuring that such installation complies with all Laws and shall obtain all necessary approvals and permits therefor. Tenant agrees to maintain any such sign, awning, canopy or advertising matter as may be approved by Landlord in good condition and repair at all times. At the expiration or earlier termination of this Lease, at Landlord's election, Tenant shall remove all signs, awnings, canopies and advertising installed by or at the direction of Tenant and shall repair any damage to the Premises resulting therefrom all at Tenant's sole cost and expense except those that are part of Landlord's Work, which shall be Landlord's responsibility. If Tenant fails to maintain and/or remove any such approved sign, awning, canopy or advertising and/or fails to repair any such damage, Landlord may do so and Tenant shall reimburse Landlord for the actual costs incurred by Landlord in performing such work. If, without Landlord's prior written consent, Tenant installs any sign, awning, canopy or advertising, or fails to remove any such item(s) at the expiration or earlier termination of this Lease, Landlord may upon thirty (30) days prior written notice to Tenant, have such item(s) removed and stored and may repair any damage to the Premises at Tenant's expense. All removal, repair and/or storage costs incurred by Landlord pursuant to the foregoing provisions of this Section 6.4 shall bear interest until paid at the Interest Rate specified in Section 1.9 of the Summary. Tenant's obligations under this Section 6.4 shall survive the expiration or earlier termination of this Lease. Notwithstanding the provisions above, Tenant shall have the following rights with respect to signage all at Tenant's sole cost and expense: (i) Tenant may modify any signage existing as of the Commencement Date or thereafter existing to improve the quality thereof; (ii) may erect exterior directional signage in the parking lot and walk ways indicating which entries are for public usage and which are for Tenant's employees, only; (iii) reserved parking signage; (iv) free standing entrance signage indicating which entrances are for public usage and which are for Tenant's employees; and (v) such interior signage as Tenant may deem desirable.

6.5 Hazardous Materials. Tenant shall at its sole cost and expense, (i) obtain and maintain in full force and effect all Environmental Permits that may be required from time to time under any Environmental Laws applicable to Tenant's use or occupancy of or the Premises

and (ii) be and remain in compliance with all terms and conditions of all such Environmental Permits and with all Environmental Laws applicable to Tenant or the Premises. As used in this Lease, the term "**Environmental Law**" means any past, present or future federal, state, local or foreign statutory or common law, or any regulation, ordinance, code, plan, order, permit, grant, franchise, concession, restriction or agreement issued, entered, promulgated or approved thereunder, relating to (A) the environment, human health or safety, including, without limitation, emissions, discharges, releases or threatened releases of Hazardous Materials into the environment (including, without limitation, air, surface water, groundwater or land), or (B) the manufacture, generation, refining, processing, distribution, use, sale, treatment, receipt, storage, disposal, transport, arranging for transport, or handling of Hazardous Materials. "**Environmental Permits**" means, collectively, any and all permits, consents, licenses, approvals and registrations of any nature at any time required pursuant to, or in order to comply with, any Environmental Law. Except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household cleaning materials, Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises by Tenant, its agents, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "**Tenant's Parties**"), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. To the fullest extent permitted by law, Tenant agrees to promptly indemnify, protect, defend and hold harmless Landlord and Landlord's partners and members and their respective partners, members, managers, officers, directors, employees, agents, affiliates, mortgagees, successors and assigns (collectively, "**Landlord Indemnified Parties**") from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs, but excluding indirect special, remote, punitive or consequential damages or loss of business or profits) (collectively, "**Claims**") which arise or result from Tenant's breach of any of the provisions of this Section 6.5.

Landlord makes no representations or warranties of any kind or nature with respect to the environmental condition of the Premises, including, but not limited to, the accuracy of any such environmental reports, the existence or non-existence of any Hazardous Materials in, on, under or about the Premises or the compliance of the Premises with applicable Environmental Laws except that Landlord hereby represents and warrants that it knows of no existing violations of Environmental Law or the existence of any Hazardous Materials (as defined below) in, under, above, or around the Project and/or Premises and that that certain environmental report dated December 20, 2007 and prepared by EMG concerning the Project ("**Environmental Report**") is, to Landlord's knowledge, true and accurate in all respects and represents the current condition of the Project and the Premises. Landlord hereby agrees to indemnify, protect, defend and hold harmless Tenant's Parties, to the fullest extent permitted by Law, from and against any Claims (as defined above) which arise or result from Landlord's breach of any of the provisions of this Section 6.5. Without in any way limiting the foregoing indemnity, in the event that Landlord's representations contained herein and/or the information contained in the Environmental Report is incorrect or inaccurate, Landlord hereby covenants to remove or encapsulate any such Hazardous Material in the manner required by applicable law.

Except and to the extent that the same are the obligations of Tenant's hereunder, Landlord shall comply with all Environmental Laws affecting or relating to its use or ownership of the Premises, the Building and/or the Project including, but not limited to, the construction or demolition of any improvement thereon, and shall give Tenant prompt notice of any failure of compliance with any such Environmental Law of which it obtains knowledge and of any notice it receives of any alleged non-compliance by Landlord and/or any other Tenant in the Project with any Environmental Laws.

As used in this Lease, the term "**Hazardous Materials**" shall mean and include any hazardous or toxic materials, substances or wastes as now or hereafter designated under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the State, the United States Government or any local governmental authority, including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls ("PCBs"), and freon and other chlorofluorocarbons. The provisions of this Section 6.5 will survive the expiration or earlier termination of this Lease. Landlord represents to Tenant that, as of the date hereof, and except as to conditions noted in the Environmental Report, it has not received any written notice that there are Hazardous Materials located on or under the Premises, the Building or the Project.

6.6 Refuse and Sewage. Tenant agrees not to keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers and agrees to regularly and frequently remove same from the Premises. Tenant shall keep all containers or other equipment used for storage of such materials in a clean and sanitary condition in locations reasonably selected by Landlord. Tenant shall, at Tenant's sole cost and expense, properly dispose of all sanitary sewage and shall not use the sewage disposal system for the disposal of anything except sanitary sewage. Tenant shall keep the sewage disposal system free of all obstructions and in good operating condition. Tenant shall contract directly for all trash disposal services at Tenant's sole cost and expense. Landlord shall have no responsibility to clean the Premises.

6.7 Use of the Roof. To the extent permitted by law and, without the payment of additional Rent, Tenant shall be permitted to maintain, on the roof of the Building, such antennae, transmitters, receivers, stands, sleds, and other attachments and supports and other communications or radio equipment as Tenant shall deem necessary or desirable in connection with the use of the Premises ("**Tenant's Roof Equipment**"). The installation of each item of Tenant's Roof Equipment shall be accompanied by such diagram, schematics or other documentation reasonably requested by Landlord and shall be subject to the prior written approval of Landlord which shall not be unreasonably withheld or delayed, provided that no interference occurs with the operations of other tenants of the Project.

7. Notices.

Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery (including delivery by nationally recognized overnight courier or express mailing service), or by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant at each of the addresses designated in Section 1.2 of the Summary, or to Landlord at each of the addresses designated in Section 1.1 of the Summary. Either party may,

by written notice to the other, specify a different address for notice purposes. Notices shall be deemed received (a) on the date of delivery, with respect to personal deliveries made prior to 5:00 p.m. EST, (b) the next business day, with respect to personal deliveries made after 5:00 p.m. EST and overnight courier or express mailing service deliveries or (c) three (3) business days after delivery, with respect to registered or certified mail.

8. Brokers.

Each party represents and warrants to the other that other than CB Richard Ellis ("**Broker**") no broker, agent or finder (a) negotiated or was instrumental in negotiating or consummating this Lease on its behalf, and (b) is or might be entitled to a commission or compensation in connection with this Lease. Landlord will pay Broker its commission pursuant to separate agreement. Any broker, agent or finder of party whom such party has failed to disclose herein shall be paid by the party failing to disclose. Tenant shall indemnify, protect, defend (by counsel reasonably approved in writing by Landlord) and hold Landlord harmless from and against any and all Claims resulting from any breach by Tenant of the foregoing representation, including, without limitation, any Claims that may be asserted against Landlord by any broker, agent or finder undisclosed by Tenant herein. Landlord shall indemnify, protect, defend (by counsel reasonably approved in writing by Tenant) and hold Tenant harmless from and against any and all Claims resulting from any breach by Landlord of the foregoing representation, including, without limitation, any Claims that may be asserted against Tenant by the Broker or any other broker, agent or finder undisclosed by Landlord herein. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

9. Surrender; Holding Over.

9.1 Surrender of Premises. Upon the expiration or sooner termination of this Lease, Tenant shall surrender all keys for the Premises to Landlord, and Tenant shall deliver exclusive possession of the Premises to Landlord broom clean and in good condition and repair, reasonable wear and tear excepted (and any casualty damage which is Landlord's responsibility to repair excepted), with all of Tenant's personal property removed therefrom and all damage caused by such removal repaired, as required pursuant to Sections 12.2 and 12.3 below. If, for any reason, Tenant fails to surrender the Premises on the expiration or earlier termination of this Lease, with such removal and repair obligations completed, then, in addition to the provisions of Section 9.3 below and Landlord's rights and remedies under Section 12.4 and the other provisions of this Lease, Tenant shall indemnify, protect, defend (by counsel reasonably approved in writing by Landlord) and hold Landlord harmless from and against any and all Claims resulting from such failure to surrender, including, without limitation, any Claims made by any succeeding tenant based thereon. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

9.2 Holding Over. If Tenant holds over after the expiration or earlier termination of the Lease Term, then, without waiver of any right on the part of Landlord as a result of Tenant's failure to timely surrender possession of the Premises to Landlord, Tenant shall become a tenant at sufferance only, upon the terms and conditions set forth in this Lease so far as applicable (including Tenant's obligation to pay all costs, expenses and any other additional rent under this

Lease), but at a Monthly Rent equal to the following: (i) for the first sixty (60) days of holdover, one hundred percent (100%) of the Monthly Rent applicable to the Premises immediately prior to the date of such expiration or earlier termination; (ii) for the next ninety (90) days of holdover one hundred fifty percent (150%) of the Monthly Rent applicable to the Premises immediately prior to the date of such expiration or earlier termination; (iii) for any period thereafter, two hundred percent (200%) of the Monthly Rent applicable to the Premises immediately prior to the date of such expiration or earlier termination. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a consent to a hold over hereunder or result in an extension of this Lease. Tenant shall pay an entire month's Monthly Rent calculated in accordance with this Section 9.2 for any portion of a month it holds over and remains in possession of the Premises pursuant to this Section 9.2.

9.3 No Effect on Landlord's Rights. The foregoing provisions of this Section 9 are in addition to, and do not affect, Landlord's right of re-entry or any other rights of Landlord hereunder or otherwise provided at law or in equity.

10. Personal Property Taxes.

Tenant shall be liable for, and shall pay before delinquency, all personal taxes and assessments levied against (a) any personal property or trade fixtures placed by Tenant in or about the Premises and (b) any tenant improvements or alterations (including Tenant Changes) in or about the Premises and/or the Building made by Tenant. If any such taxes or assessments are levied against Landlord or Landlord's property, Landlord may, after written notice to Tenant (and under proper protest if requested by Tenant) pay such taxes and assessments, and Tenant shall reimburse Landlord therefor within thirty (30) days after demand by Landlord; provided, however, Tenant, at its sole cost and expense, shall have the right, with Landlord's cooperation, to bring suit in any court of competent jurisdiction to recover the amount of any such taxes and assessments so paid under protest.

11. Repairs.

11.1 Tenant's Repair Obligations as to Premises. Tenant shall at all times take good care of the Premises and the fixtures and appurtenances therein other than structural items, the exterior, the roof, the foundation, all Common Areas and the "Building Systems" as defined below. All damage or injury to the Premises and to such fixtures and appurtenances, including structural items and the Base Building Components and Exterior Areas (as defined in Section 12.1), caused by Tenant's moving property in and out of the Premises, or by Tenant's installation or removal of fixtures, furniture or other property or from any other action or omission by Tenant, shall be repaired and restored or replaced promptly by Tenant, at its sole cost and expense. All repairs, restorations and replacements shall be in quality and class at least equal to the original work or installations. Tenant shall pay for any security guards and systems and card access systems, which it desires to install on the Premises. The term "Building Systems" shall be defined to mean all mechanical, plumbing, ventilating, heating, air conditioning sprinkler systems, sanitary systems and electrical systems which service the Premises.

11.2 Landlord's Cure Option. If Tenant fails to make repairs, restorations or replacements as required under Section 11.1, the same may be made by Landlord after fifteen (15) days' written notice to Tenant if not cured (except in the case of an emergency), at Tenant's expense, and the amounts spent by Landlord (together with interest thereon at the Interest Rate, from the date of Landlord's expenditure through the date of Tenant's payment in full) shall be collectible as additional rent, to be paid by Tenant on demand by Landlord.

11.3 No Diminution of Rental. There shall be no allowance to Tenant for a diminution of rental value, and no liability on Landlord's part, by reason of inconvenience, annoyance or injury to Tenant's business arising from the making of repairs, alteration, additions or improvements in or to the Premises or the Building or Project, or to the fixtures, appurtenances or equipment thereof, by Landlord (or those of its employees, agents or contractors), Tenant or others. Notwithstanding anything to the contrary contained in this Lease, in each instance Landlord shall exercise due diligence to eliminate the cause of stoppage or repetitive failure of a system or service and to effect restoration of service and shall give Tenant reasonable notice, whenever possible, of the commencement and anticipated duration of such stoppage, and if any work is required to be performed in or about the Premises for such purpose, that in the event that the Premises are untenable, and are not tenanted by Tenant, due to failure (other than if caused by Tenant) of the Building's heating, ventilating and air-conditioning, electrical, plumbing or sanitary systems, or structural problems, substantial denial of access, or due to any other cause set forth above for ten (10) consecutive business days and if Tenant so gives notice to Landlord, then for so long as the specific cause of such untenability continues and the Premises remains untenanted by Tenant, the Annual Rent payable under this Lease shall thereafter be abated, and Tenant shall have the right to terminate this Lease if such untenability continues for thirty (30) consecutive business days. Landlord will use commercially reasonable good faith efforts not to interrupt Tenant's use and enjoyment of the Premises when making such repairs, alterations, additions or improvements but, the obligation to use good faith efforts shall not require Landlord to employ overtime labor or pay any premium or surcharge for labor or materials.

11.4 As-Is. Tenant acknowledges and agrees that, except to the extent specifically set forth in this Lease or any exhibit annexed hereto or document referenced herein and except for Landlord's Work to be performed pursuant to the terms hereof, Landlord has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees, express or implied, of any kind or character whatsoever concerning or with respect to (i) the value, nature, quality or condition (including, without limitation, the environmental condition) of the Premises, and the Project; (ii) the suitability of the Premises, and the Project for any and all activities and uses which Tenant may conduct thereon except as otherwise expressly set forth herein; (iii) the compliance of the Premises, and the Project with any Laws; (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Premises, and the Project; (v) the manner or quality of the construction or materials incorporated into the Premises and the Project (except Landlord's Work); (vi) the manner, quality, state of repair or lack of repair of the Premises and the Project; (vii) the lawfulness, either now or in the future, of the use of the Premises for the Permitted Use set forth in Section 1.8 of the Summary; or (viii) any other matter with respect to the Premises and the Project, it being agreed that all risks incident to all of these matters are to be borne by Tenant, except as provided to the contrary herein. Tenant further acknowledges and agrees that

any information provided or to be provided by or on behalf of Landlord with respect to the Premises and the Project was obtained from a variety of sources and that Landlord has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information, except as provided to the contrary herein. Tenant further acknowledges and agrees that, except to the extent specifically set forth in this Lease, the leasing of the Premises as provided for herein is made on an "AS-IS" condition and basis with all faults, except that all exterior building areas, Common Areas and those portions of the Premises that are not part of Landlord's Work shall be in good condition and repair and substantially the same condition on the Commencement Date as on the date hereof and provided that Landlord represents that all Building Systems shall be in good working order as of the Commencement Date.

11.5 Landlord's Repair Obligations as to the Premises. Landlord shall, at all times and at its sole cost and expense, take good care of the Base Building Components or any other structural components; all utilities and Building Systems of or servicing the Premises or any portion thereof; all exterior portions of the Building including all exterior areas; all interior walls, ceilings, floors, floor coverings and installations which were constructed as part of Landlord's Work hereunder where such repair, replacement or restoration is made necessary as a result of defects in construction; and all Common Areas and shall keep the same in clean and safe condition and in good working order all consistent with a first class building. In addition, all damage or injury to the Premises including all fixtures and appurtenances located therein, caused by negligence or willful misconduct of Landlord, its employees, agents, or contractors, shall be promptly repaired and restored or replaced by Landlord at its sole cost and expense, and all such repairs restorations and replacements by Landlord shall be in quality and class at least equal to the original work or installations. In the event Landlord does not make any required repair, restoration or replacement required of Landlord, hereunder then Tenant may, upon ten (10) business days prior written notice to Landlord ("**Tenant Repair Advisory**") (except in the case of an emergency in which Tenant may take such action, immediately upon giving notice to Landlord) make such repair, restoration or replacement and Tenant may deduct the actual costs and expense of such repair, restoration or replacement incurred by Tenant plus the Interest Rate provided herein accrued from and after the date of such expenditure by Tenant from subsequent Rent Payments due and payable by Tenant hereunder until Tenant shall have been wholly compensated.

12. Alterations.

12.1 Tenant Changes; Conditions. (a) Tenant shall not make any alterations, additions, improvements other than minor non-structural alterations or alterations costing less than Seventy Five Thousand (\$75,000.00) Dollars and other decorating or renovations of a minor nature to the Premises (collectively, "**Tenant Changes,**" and individually, a "**Tenant Change**") unless Tenant first obtains Landlord's prior written approval thereof, which approval Landlord shall not unreasonably withhold or delay. Notwithstanding the foregoing, Landlord may withhold its consent, in its sole and absolute discretion, with respect to any such alterations, additions, improvements to or affecting (i) the Building's structure, roof and systems (the "**Base Building Components**") or any other structural components, and/or systems of or serving the Premises or any portion thereof, or (ii) the exterior portions of the Building (the "**Exterior Areas**").

(b) All Tenant Changes shall be performed: (i) in accordance with plans, specifications and working drawings approved by Landlord which approval shall not be unreasonably withheld or delayed except as otherwise provided in 12.1(a); (ii) lien-free and in a good and workmanlike manner; (iii) in compliance with all Laws, including, without limitation, the provisions of the ADA; (iv) in compliance with the requirements of any insurance policy required to be maintained by Tenant under this Lease; and Tenant shall promptly pay when due all costs and expenses of any Tenant Changes provided that Landlord shall impose no construction supervision, oversight or similar charges in connection with such Tenant Changes.

(c) Throughout the performance of the Tenant Changes, Tenant shall obtain, or cause its contractors to obtain, workers compensation insurance and commercial general liability insurance in compliance with the provisions of Section 20 of this Lease.

12.2 Removal of Tenant Changes. All Tenant Changes (and specifically excluding Tenant's furniture fixtures and equipment) which have become permanently affixed to the Premises shall become the property of Landlord and shall remain upon and be surrendered with the Premises at the end of the Term of this Lease; provided, however, that if, contemporaneously with Tenant's request for Landlord's consent to any Tenant Change, Tenant requests the right to remove said Tenant Change at the end of the Term of this Lease, Landlord will promptly respond in writing to such requests simultaneously with its approval of such Tenant Change. In no event shall Tenant be required to remove any of the improvements existing in the Building as of the date possession thereof is delivered to Tenant. If Landlord requires Tenant to remove any such items as described above, Tenant shall, at its sole cost, remove the identified items on or before the expiration or sooner termination of this Lease and repair any damage to the Premises caused by such removal.

12.3 Removal of Personal Property. All articles of personal property owned by Tenant or installed by Tenant at its expense on the Premises (including business and trade fixtures, furniture non-permanent fixtures and movable partitions and those Tenant Changes for which Landlord has consented to Tenant's removal thereof) shall be, and remain, the property of Tenant, and shall be removed by Tenant from the Premises, at Tenant's sole cost and expense, on or before the expiration or sooner termination of this Lease. Tenant shall repair any damage caused by such removal.

12.4 Tenant's Failure to Remove. If Tenant fails to remove by the expiration or sooner termination of this Lease all of its personal property, or any items of Tenant Changes identified by Landlord for removal pursuant to Section 12.2 above, Landlord may (without liability to Tenant for loss thereof except as a result of Landlord's (and/or Landlord's agent's) negligence or willful misconduct) at Tenant's sole cost and in addition to Landlord's other rights and remedies under this Lease, at law or in equity: (a) remove and store such items in accordance with applicable law upon fifteen (15) days prior written notice to Tenant; and/or (b) upon additional fifteen (15) days' prior written notice to Tenant sell all or any such items at private or public sale for such price as Landlord may obtain as permitted under applicable law.

13. Liens.

Tenant shall not permit any mechanic's, materialmen's or other liens to be filed against all or any part of the Premises or the Project nor against Tenant's leasehold interest in the Premises, by reason of or in connection with any repairs, alterations, improvements or other work contracted for or undertaken by Tenant or any other act or omission of Tenant or Tenant's agents, employees, contractors, licensees or invitees. Tenant shall, at Landlord's request, provide Landlord with enforceable, conditional and final lien releases (and other reasonable evidence reasonably requested by Landlord to demonstrate protection from liens) from all persons furnishing labor and/or materials with respect to the Premises. Landlord shall have the right at all reasonable times to post on the Premises and record any notices of non-responsibility which it deems necessary for protection from such liens. If any such liens are filed, Tenant shall, at its sole cost, within thirty (30) days after filing thereof, cause such lien to be released of record or bonded so that it no longer affects title to the Premises or the Project. If Tenant fails to cause such lien to be so released or bonded within such thirty (30) day period, Landlord may, without waiving its rights and remedies based on such breach, and without releasing Tenant from any of its obligations, cause such lien to be released by any means it shall reasonably deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall pay to Landlord within thirty (30) business days after receipt of invoice from Landlord, any sum paid by Landlord to remove such liens, together with interest at the Interest Rate from the date of such payment by Landlord.

14. Assignment and Subletting.

14.1 **Restriction on Transfer.** Tenant shall not assign or encumber this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord, which consent Landlord will not unreasonably delay or withhold, except as provided in this Section 14. The consent by Landlord to any assignment, encumbrance or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Without limiting in any way Landlord's right to withhold its consent on any reasonable grounds, it is agreed that Landlord will not be acting unreasonably in refusing to consent to an assignment or sublease if, in Landlord's opinion, (a) the proposed assignee or subtenant does not have the financial capability to fulfill the obligations imposed by the assignment or sublease, as applicable, (b) the proposed assignment or sublease involves a use of the Premises that is prohibited by the terms hereof herein, (c) the proposed assignee or subtenant is not, in Landlord's reasonable opinion, of reputable or good character, or (d) Landlord's mortgagee(s) or superior lessor(s) does(do) not approve such assignment or sublease. Any proposed assignee or subtenant which Landlord does not disapprove shall be deemed a "**Permitted Business.**" If Tenant is a corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of forty-nine percent (49%) shall be deemed an assignment within the meaning and provisions of this Section 14.1.

Subject to Section 6.1, the following shall apply: (i) Tenant shall have the right to sublet or assign this Lease to any Tenant Affiliate without the consent of the Landlord, provided, however, that Tenant shall provide written notice to Landlord at least 30 days prior to the proposed commencement date of such assignment or sublet, and such notice shall provide (a) name of the proposed subtenant or assignee; (b) description of the substantive terms and conditions of the proposed sublet or assignment; (c) a description of the proposed use of the Premises by the proposed subtenant or assignee and (d) any other information reasonably requested by Landlord provided such information does not contravene any standards or policies of the County or its political subdivisions with respect to confidentiality. Subject to Section 6.1, the term "Tenant Affiliate" shall be deemed to include any municipal agency, subdivision or department of the County of Nassau or public agency created or controlled by County of Nassau or any other municipality or public benefit corporation and any charitable, civic or philanthropic organization with whom NCC has or shall develop a relationship in connection with its various community outreach and support programs, provided, however, that Tenant shall not be permitted to assign or sublet to Nassau County (or any third party) in the event that such assignment or subletting would be in violation of applicable statutes governing Landlord's IDA Master Lease described in Section 29 herein.

14.2 Transfer Notice. If Tenant desires to effect an assignment, encumbrance or subletting (other than to a Tenant Affiliate which shall be governed by the provision above) (a "Transfer"), then at least thirty (30) days prior to the date when Tenant desires the Transfer to be effective (the "Transfer Date"), Tenant agrees to give Landlord a notice (the "Transfer Notice"), stating the name, address and business of the proposed assignee, sublessee or other transferee (sometimes referred to hereinafter as "Transferee"), reasonable information (including references) concerning the character, ownership, and financial condition of the proposed Transferee, the Transfer Date, any ownership or commercial relationship between Tenant and the proposed Transferee, and the consideration and all other material terms and conditions of the proposed Transfer, all in such detail as Landlord may reasonably require.

14.3 Landlord's Options. Within fifteen (15) days of Landlord's receipt of any Transfer Notice, Landlord will notify Tenant of its election to do one of the following: (a) consent to the proposed Transfer subject to such reasonable conditions as Landlord may impose in providing such consent or; (b) refuse such consent, which refusal shall be on reasonable grounds; or (c) terminate this Lease as to all or such portion of the Premises which is proposed to be sublet or assigned and recapture all or such portion of the Premises for reletting by Landlord.

14.4 Additional Conditions. A condition to Landlord's consent to any Transfer of this Lease will be the delivery to Landlord of a true copy of the fully executed instrument of assignment, sublease, transfer or hypothecation, in form and substance reasonably satisfactory to Landlord, which instrument shall, in the case of an assignment, include an express assumption by the assignee of all of Tenant's obligations under this Lease. Any excess rent or other consideration payable to and for the benefit of Tenant by the assignee or sublessee in excess of the Rent payable under this Lease shall be retained by and be the property of Tenant, in the event of an assignment or sublet to a Tenant Affiliate, as defined above, or shared by Tenant and Landlord, equally, in the event of an assignment or sublet to an independent third party. No Transfer will release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to

pay the Rent and to perform all other obligations to be performed by Tenant hereunder. No collection or receipt of Rent by Landlord shall be deemed a waiver on the part of Landlord, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Consent by Landlord to one Transfer will not be deemed consent to any subsequent Transfer. In the event of default by any Transferee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor. If Tenant effects a Transfer or requests the consent of Landlord to any Transfer (whether or not such Transfer is consummated), then, upon demand, and as a condition precedent to Landlord's consideration of the proposed assignment or sublease, Tenant agrees to pay Landlord Landlord's reasonable attorneys' fees and costs and other reasonable costs incurred by Landlord in reviewing such proposed assignment or sublease which fees and costs shall not exceed \$3,500. Notwithstanding any contrary provision of this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent to a proposed Transfer or otherwise has breached its obligations under this Section 14, Tenant's and such Transferee's only remedy shall be to seek a declaratory judgment (including the right to terminate this Lease) and/or injunctive relief, and Tenant, on behalf of itself and, to the extent permitted by law, such proposed Transferee waives all other remedies against Landlord, including without limitation, the right to seek monetary damages or to terminate this Lease.

15. Entry by Landlord.

Landlord and its employees and agents shall at reasonable times at reasonable frequencies and with reasonable advance written notice of not less than two (2) business days (except in the case of performance of alterations, improvements or repairs in which event Landlord will provide five (5) business days notice, or in the case of an emergency in which event Landlord will provide any notice as is reasonable under the circumstances) have the right to enter the Premises to inspect the same, to exhibit the Premises to prospective lenders or purchasers (or during the last nine (9) months of the Term, to prospective tenants), to post notices of non-responsibility, and/or to alter, improve or repair the Premises as contemplated by Section 11, all without being deemed guilty of or liable for any breach of Landlord's covenant of quiet enjoyment or any eviction of Tenant, except and to the extent this such actions are taken in violation of the terms of this Lease and without abatement of rent, except as otherwise provided herein. In exercising such entry rights, Landlord shall endeavor to minimize, as reasonably practicable, the interference with Tenant's business and shall exercise (and cause to be exercised) all reasonable care not to cause any damage to persons or property, and shall provide Tenant with reasonable advance notice of such entry as provided above (except in emergency situations). Landlord shall have the means which Landlord may deem proper to open Tenant's doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of said means or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof, or grounds for any abatement or reduction of Rent and Landlord shall not have any liability to Tenant for any damages or losses on account of any such entry by Landlord, except such damages or losses as arise from the negligence or willful misconduct of Landlord

and/or Landlord's employees, agents, contractors, licensees or permittees or a breach by Landlord of Landlord's obligation hereunder, or as otherwise provided in this Lease.

16. Utilities and Services.

Landlord shall provide, up to the interior of the walls of the Premises, all mains and conduits to provide adequate water, sewer, gas and electric service to the Premises and Landlord shall be responsible for the maintenance, repair and replacement of all of the foregoing during the Lease term. Tenant shall be solely responsible for obtaining and shall promptly pay all charges for heat, air conditioning, water, gas, electricity or any other utility used, consumed or provided in, furnished to or attributable to the Premises directly to the applicable utility. In no event shall Rent abate or shall Landlord be liable for any interruption or failure in the supply of any utility services to the Premises except arising or resulting from Landlord's negligence or willful misconduct. Landlord shall install, at Landlord's cost and expense, a meter or meters to measure Tenant's utility usage. Tenant shall maintain the meter or meters at Tenant's cost and expense.

Landlord shall provide (or cause to be provided, commercially reasonable levels of heat, air conditioning, water, gas, electricity and all other utilities necessary or appropriate for Tenant to use and occupy the Premises for Tenant's intended use, including without limitation, commercially reasonable levels of hot and cold water for drinking, laboratory and cleaning purposes.

17. Indemnification and Exculpation.

17.1 Tenant's Assumption of Risk and Waiver. Landlord shall not be liable to Tenant, Tenant's employees, agents or invitees for: (a) any loss (including loss by theft) or damage to property of Tenant, or of others, located in, on or about the Premises or the Project which property shall be the sole risk of Tenant except that which arises or results from the negligence or willful misconduct of Landlord or Landlord Indemnified Parties (b) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or the Project or from the pipes, appliance of plumbing works or from the roof, street or subsurface or from any other places or by dampness except to the extent that any of the foregoing arises or results from the negligence or willful misconduct of Landlord or Landlord Indemnified Parties, or (c) any such damage caused by other persons in, on or about the Premises or the Project, occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall in no event be liable for any consequential damages or loss of business or profits and Tenant hereby waives any and all claims for any such damages.

17.2 Landlord Indemnification. Tenant shall be liable for, and shall indemnify, defend, protect and hold Landlord and the Landlord Indemnified Parties harmless from and against, any and all Claims arising or resulting from (i) any injury to, or death of, any person, or any loss of, or damage to, any property in or on the Premises or the Project, or on adjoining sidewalks, streets or ways, or connected with the use, condition or occupancy thereof; (ii) any wrongful act or omission or negligence of Tenant or any of the Tenant's Parties; (iii) the use of the Premises or the Project and conduct of Tenant's business by Tenant or any Tenant Parties, or any other

activity, work or thing done by Tenant or any Tenant Parties, in, on or about the Premises or the Project Notwithstanding the foregoing, Tenant shall not be required to indemnify or hold Landlord or the Landlord Indemnified Parties harmless from any Claims to the extent they result or arise from the negligence or willful misconduct of Landlord or the Landlord Indemnified Parties or to the extent that Landlord is otherwise reimbursed by insurance. In case any action or proceeding is brought against Landlord or any Landlord Indemnified Parties by reason of any such indemnified Claims, Tenant, upon written notice from Landlord (Forchelli, Curto, Crowe, Deegan, Schwartz, Mineo & Cohn LLP being approved), which approval shall not be unreasonably withheld or delayed. Tenant shall in no event be liable for indirect, special, remote, punitive or consequential damages or loss of business or profits (except as to Annual Rent, additional rent and other amounts payable by Tenant under this Lease and except those damages for Tenant's holdover, as provided in Section 9.2 of this Lease) and Landlord hereby waives any and all claims for any such damages.

17.3 Tenant Indemnification. Landlord shall be liable for and shall defend, protect and hold Tenant and Tenant Parties harmless from and against any and all Claims arising or resulting from: (i) any injury to or death of any person or any loss of or damage to, any property in or on the Premises or the Project, or on any adjoining sidewalks, streets or ways, which Claims arise or result from the negligence or willful misconduct of Landlord or Landlord Indemnified Parties or any of them; (ii) any wrongful act or omission or negligence of Landlord or any of Landlord Indemnified Parties; or (iii) the use of the Project or any other activity, work or thing done by Landlord or any of Landlord Indemnified Parties in or about the Premises or the Project; (iv) the enforcement of the Covenants and Restrictions or (v) any liability or obligation incurred by Tenant to the Town of Hempstead Industrial Development Agency (its agents, successors or assigns resulting or arising under that certain Tenant Agency Compliance Agreement executed between Tenant and the Town of Hempstead Industrial Development Agency ("Tenant Agency Compliance Agreement") except (and only to the extent that) Tenant shall be liable to Landlord pursuant to the explicit terms of this Lease for such liability or obligation. Notwithstanding the foregoing, Landlord shall not be required to indemnify or hold Tenant or Tenant's Parties harmless from any Claims to the extent they result or arise from the negligence or willful misconduct of Tenant or Tenant Parties or to the extent that Tenant is otherwise reimbursed by insurance and, in no event shall Landlord be liable for indirect, special, remote, punitive or consequential damages or loss of business or profits and Tenant hereby waives any and all claims for any such damages. In case any action or proceeding is brought against Tenant or Tenant's Parties by reason of any such indemnified Claims, Landlord, upon written notice from Tenant, shall defend the same at Landlord's expense by counsel approved in writing by Tenant, (Ruskin Moscou Faltischek P.C. being approved) which approval shall not be unreasonably withheld or delayed. Landlord's indemnity of Tenant under Section 17.3(iv), above, shall be reduced by those amounts actually received by Tenant under the Leasehold Policy procured by Landlord for Tenant's benefit pursuant to Section 6.2 above.

17.4 Survival; No Release of Insurers. The indemnification obligation under Sections 17.2 and 17.3 shall survive the expiration or earlier termination of this Lease. The covenants, agreements and indemnification in Sections 17.1, 17.2 and 17.3 above, are not intended to and

shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant or Landlord, pursuant to the provisions of this Lease or otherwise.

18. Services/Rules and Regulations.

18.1 Signage. Landlord shall provide signage as is set forth on Landlord's Work description.

18.2 INTENTIONALLY OMITTED.

18.3 INTENTIONALLY OMITTED.

18.4 Rules and Regulations. Tenant and Tenant's servants, employees and agents shall observe faithfully and comply strictly with the rules and regulations set forth in Exhibit F attached hereto and made a part hereof, and such other and further reasonable rules and regulations as Landlord or Landlord's agents may from time to time adopt. Reasonable advance written notice of any additional rules or regulations shall be given to Tenant. In the event Tenant shall, in good faith, object to the imposition of any newly adopted rules or regulations, it shall, promptly, notify Landlord in writing and the parties shall, in good faith, attempt to resolve such dispute. Nothing in this Lease contained shall be construed to impose on Landlord any duty or obligation to enforce the rules and regulations, or the terms, covenants or conditions in any other lease, against any other tenant of the Project, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees. Landlord agrees not to discriminate against Tenant in the application of the rules and regulations.

19. Eminent Domain.

19.1 Total Taking. If all, or substantially all, of the Premises and/or the parking area designated for Tenant's exclusive use (unless reasonable and adequate adjacent substitute parking is provided), shall be lawfully condemned or taken in any manner for any public or quasi-public use, except by Tenant or its affiliates, this Lease shall cease and terminate as of the date of vesting of title in the conditions:

19.2 Partial Taking. If a portion of the Building shall be so condemned or taken, but if such taking shall substantially affect the Premises or if such condemnation or taking shall be of a substantial part of the Premises, or Tenant's use and enjoyment thereof Tenant shall have the right, by delivery of notice in writing to Landlord within sixty (60) days of Tenants delivery of a notice of such taking, to terminate this Lease and the term and estate hereby granted, as of the date of the vesting of title in the condemnor. If Tenant shall not so elect, this Lease shall be and remain unaffected by such condemnation or taking, except that, effective as of the date of actual taking, the Annual Rent payable by Tenant shall be diminished by an amount which shall bear the same ratio to the Annual Rent as the rentable square foot floor area of the portion of the Premises taken bears to the rentable square foot floor area of the Premises.

19.3 Termination of Lease. In the event of the termination of this Lease in accordance with the provisions of Sections 6.2, 19.1 or 19.2 hereof, the Annual Rent and the additional rent shall be apportioned and prorated accordingly. In the event of any taking, partial or otherwise, Tenant

shall not be entitled to claim or receive any part of any award or compensation which may be awarded in any such condemnation proceeding, or as a result of such condemnation or taking, whether the same be for the value of the unexpired term of this Lease or otherwise, or to any damages against Landlord and/or the condemning authority. Nothing herein contained, however, shall be deemed to preclude Tenant from making any separate claim against the condemnor for the value of any fixtures or other installations made by Tenant in the Premises and which do not, upon installation or the expiration or earlier termination of this Lease, become the property of Landlord, or for Tenant's moving expenses, provided the award for such claim or claims, except as herein provided, is not in diminution of the award made to Landlord.

In the event that this Lease is terminated as a result of a condemnation as provided above, then, in that event, the award payable to Landlord as a result of such condemnation shall be allocated as follows:

(a) First, to any mortgage, to the extent of any amounts due and owing by Landlord under any such mortgage;

(b) Next, to the Landlord, in an amount equal to that amount of the award attributable to the taking of the Land, the Building and the Premises in their condition as of the Commencement Date together with that amount of the award attributable to any alterations, installations, physical changes renovations, additions or improvements into the building ("**Improvements**") paid for exclusively by Landlord after the Commencement Date, to the extent that such Improvements increased the value of the building and/or the Premises from its value as of the Commencement Date;

(c) Next, to the Tenant, if and to the extent that any portion of the award is attributable to the making of any Improvements paid exclusively by Tenant to the Building after the Commencement Date, to the extent such improvements increase the value of the Building from its value as of the Commencement Date; and

(d) The balance, if any, to Landlord

20. Fire and Other Casualty and Required Insurance.

20.1 Casualty. (a) If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter set forth.

(b) If the Premises are partially damaged or rendered partially unusable ("**Partial Casualty**") by fire or other casualty other than a "Substantial Casualty" as defined below, the damages thereto shall be repaired by and at the expense of Landlord with due diligence and using commercially reasonable efforts to complete such repairs in a timely manner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the Premises which is usable. Substantial Casualty shall be defined as any damage by fire or other casualty which either: (i) destroys thirty (30%) percent or more of the Premises; (ii) renders the Premises unavailable for Tenant's use for a period of more than sixty (60) days, as reasonably determined by Tenant; or (iii) cannot be reasonably expected

to be repaired and restored to its original condition (or better) by Landlord within a period of one hundred twenty (120) days from the date of such Substantial Casualty.

(c) In the event of a Substantial Casualty, either party may elect to terminate this Lease by written notice to the other given within sixty (60) days after such fire or casualty specifying a date for the expiration of this Lease, which date shall not be more than forty five (45) days after the giving of such notice, and upon the date specified in such notice, the term of this Lease shall expire as fully and completely as if such date were the date set forth above for the expiration of this Lease and Tenant shall forthwith quit, surrender and vacate the Premises without prejudice, subject, however, to Landlord's rights and remedies against Tenant under the Lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless a termination notice as provided for is timely transmitted, Landlord shall promptly and with due diligence undertake the repair and restoration of the Premises using reasonable commercial efforts to complete such repair and restoration in a timely manner subject to Force Majeure Delays as defined in Section 28.9. In the event Landlord has not completed the required repairs and restoration within six (6) months from the date of such Substantial Casualty, Tenant may serve written notice on Landlord of its intention to terminate this Lease and, if within forty five (45) days after Tenant's election to so terminate, Landlord shall have not completed the required repairs and restoration of the Premises, this Lease shall terminate on the expiration of such forty five (45) day period and all Rent paid or to be paid by Tenant pursuant to the terms hereof shall be prorated from and after such termination date.

20.2 Subordination. Landlord shall secure a waiver of subrogation against Tenant on any property insurance carried by Landlord for the Premises. Similarly, Tenant, as a self insured legal entity, agrees to waive any and all rights of subrogation against Landlord's property insurance carrier. The mutual waiver of subrogation shall extend to the agents of each party and their respective employees.

20.3 Landlord's Insurance. Landlord agrees that it shall, at all times during the term of this Lease, procure a policy or policies of insurance with a carrier having an A.M. Best's Key Rating Guide rating of A-VII or better or such other comparable publication if Best is no longer publishers. Such carrier shall be, at all times, licensed, admitted or authorized to do business in the State of New York. Such policy shall be as follows: (i) insurance against loss of damage by fire and other risk and hazards as are insurable under present and future standard forms of fire and extended coverage in an amount not less than two (\$2,000,000.00) million dollars; and (ii) a comprehensive general liability insurance in amounts covering the Premises on an occurrence basis with minimum limits of liability in an amount equal to two (\$2,000,000.00) million dollars for bodily injury, personal injury or death to any one person and two (\$2,000,000.00) million dollars for bodily injury, personal injury or death to more than one person or a single limit of two (\$2,000,000.00) million dollars for bodily injury, personal injury or death per occurrence and with a separate limit of two (\$2,000,000.00) million dollars for products/completed operations per occurrence and one (\$1,000,000.00) million dollars with respect to damage to property by water or otherwise. Such policies shall name Tenant as additional insured to the extent of Landlord's acts or omissions or the acts or omissions of Landlord's contractors, agents or their employees, guests, customers or invitees and shall provide that the same may not be cancelled or

terminated without at least thirty (30) days prior written notice to Tenant and the additional insureds by the insurance company issuing such policy and that no act or omission of Landlord shall invalidate such insurance as to Tenant and the other additional insureds; and (iii) statutory workers compensation insurance and (iv) umbrella liability insurance with maximum limits of liability in an amount equal to two (\$2,000,000.00) million dollars per occurrence with a five (\$5,000,000.00) million dollar minimum aggregate. Certificates of insurance evidencing the foregoing shall be promptly submitted to the Nassau County Department of Real Estate Planning and Development at Landlord's address indicated above for its approval and renewals of such insurance shall be delivered five (5) business days prior to expiration. Landlord acknowledges that Nassau County is a self insured entity and, therefore, in the event that Nassau County becomes a tenant under this Lease, (whether by permitted assignment or subletting) Nassau County shall not be required to obtain insurance coverage from any third parties.

Tenant acknowledges that Landlord will not carry insurance on Tenant's personal property, contents, furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Landlord will not be obligated to repair any damage thereto or replace the same, for any reason whatsoever.

20.4 Tenant's Insurance. Tenants shall, throughout the term of this Lease, maintain at its own cost and expense: (a) insurance against loss or damage by fire and other risk and hazards to the personal property, furniture, furnishings and fixtures belonging to Tenant located in the Premises; (b) comprehensive general liability insurance; (c) workers compensation and employers liability insurance; and (d) umbrella liability insurance. The foregoing policies shall contain coverage amounts as set forth on that insurance binder evidencing the risks and insurance amounts currently maintained by Tenant ("Tenant's Existing Insurance Binder") which is annexed hereto as Exhibit E-2. All insurance required to be maintained by Tenant hereunder shall be provided by insurance companies with ratings substantially similar to Tenant's present insurer and who shall, in any event, be licensed by the State of New York. Tenant shall provide evidence of such insurance coverage to Landlord prior to Tenant's taking occupancy of the Premises. Such insurance shall name Landlord, Landlord's controlled subsidiaries and agents, officers, directors and employees of Landlord as additional insureds and shall contain an agreement on the part of the insurance company: (a) not to cancel such policy or coverage or change the terms of such coverage without 30 days prior written notice to Landlord; (b) that no act or omission of any named insureds will invalidate the policy as to the other named insureds. In the event of the occurrence of any fire or other casualty insured against by Tenant's policy, Landlord, at the time of the occurrence of any such event, when called upon to do so by Tenant, will, by appropriate written instrument, assign to Tenant all of Landlord's right, title and interest in and to such insurance proceeds. Upon the occurrence of any casualty insured against, Tenant shall have full authority to and shall take all necessary measures to negotiate compromise or adjust any loss under Tenant's policy. Tenant will cause its insurance carrier to include, in each policy of insurance that Tenant is, by the terms and provisions of this Lease, required to obtain, an endorsement: (i) waiving the right of subrogation against Landlord and Landlord's agents, officers, directors, members and mortgagees with respect to losses payable under such policies or (ii) agreeing that such policies will not be invalidated should the insured waive in writing, prior to a loss, any and all right of recovery against any party for losses covered by such policies.

20.5 **Waiver.** Subject to the foregoing provisions of this Article 20, Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law, or any other law or statute hereafter enacted of similar import, and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof.

21. INTENTIONALLY OMITTED.

22. **Tenant's Default and Landlord's Remedies.**

22.1 **Tenant's Default.** The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant:

(a) the permanent abandonment of the Premises by Tenant. "Abandonment" is herein defined to include, but is not limited to, total absence by Tenant and any personnel or agent of Tenant from the Premises for six (6) months or longer while in material default of any other provision of this Lease without providing a reasonable level of security to minimize the potential for vandalism;

(b) the failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder when due, which such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant;

(c) the failure by Tenant to observe or perform any material covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in Sections 22.1(a) or (b) above, where such failure shall continue for a period of forty five (45) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than forty five (45) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said forty five (45) day period and thereafter diligently prosecute such cure to completion within forty five (45) days; and

(d) (i) the making by Tenant of any general assignment for the benefit of creditors (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against the Tenant the same is dismissed within sixty (60) days) (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where possession is not restored to Tenant within sixty (60) days or (iv) the attachment execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within

22.2 **Landlord's Remedies; Termination.** In the event of any such default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall have the immediate option to terminate this Lease in a writing delivered to Tenant and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

(a) the amount of award of any unpaid rent which had been earned at the time of such termination; plus

(b) any other amount necessary to compensate Landlord for all damages actually incurred and proximately caused by Tenant's failure to perform its obligations under this Lease including, but not limited to: unamortized improvement costs; reasonable attorneys' fees; unamortized brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Premises reasonably necessary to execute a Lease with a substitute Tenant; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Tenant Changes, and any other items which Tenant is required under this Lease to remove but does not remove. Landlord shall have no duty to mitigate its damages.

22.3 Landlord's Remedies; Re-Entry Rights. In the event of any such default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall also have the right as permitted by applicable law, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed, stored and/or disposed of pursuant to Section 12.4 of this Lease or any other procedures permitted by applicable law. No re-entry or taking possession of the Premises by Landlord pursuant to this Section 22.3, and no acceptance of surrender of the Premises or other action on Landlord's part, shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

22.4 Landlord's Remedies; Continuation of Lease. In the event of any such default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall have the right to continue this Lease in full force and effect, whether or not Tenant shall have abandoned the Premises. In the event Landlord elects to continue this Lease in full force and effect pursuant to this Section 22.4, then Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due. Landlord's election not to terminate this Lease pursuant to this Section 22.4 or pursuant to any other provision of this Lease, at law or in equity, shall not preclude Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies.

22.5 INTENTIONALLY OMITTED

22.6 Interest. If any monthly installment of Annual Rent, or any other amount payable by Tenant hereunder is not received by Landlord within ten (10) days of the date when due, it shall bear interest at the Interest Rate set forth in Section 1.9 of the Summary from the date due until paid. All interest, and any late charges imposed pursuant to Section 22.7 below, shall be considered additional rent due from Tenant to Landlord under the terms of this Lease.

22.7 Rights and Remedies Cumulative. All rights, options and remedies of Landlord contained in this Section 22 and elsewhere in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided

by law or in equity, whether or not stated in this Lease. Nothing in this Section 22 shall be deemed to limit or otherwise affect Tenant's indemnification of Landlord pursuant to any provision of this Lease.

22.8 Waiver of Redemption. Tenant hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (a) any right and privilege which it or any of them may have under any present or future law to redeem any of the Premises or to have a continuance of this Lease after termination of this Lease or of Tenant's right of occupancy or possession pursuant to any court order or any provision hereof, and (b) the benefits of any present or future law which exempts property from liability for debt or for distress for rent.

22.9 Rights to Cure. If either party shall fail to perform any of its obligations under this Lease, the other party may perform such obligations at the expense of such party upon the following conditions; (i) upon 24 hours notice to the non performing party in the event of either (a) an emergency; (b) if such failure reasonably interferes with the quiet use and enjoyment or the efficient operation of the Building; or (c) if such failure may result in a violation of any applicable insurance; or (ii) within twenty (20) days after the delivery of written notice of such parties intention to form such obligation provided that the non-performing party does not cure such failure within such twenty (20) day period. If Landlord shall perform any of Tenant's obligations pursuant to the terms hereof, then, in that event, Tenant shall reimburse Landlord's for its reasonable costs therefor upon submission of a paid invoice therefor by Landlord in accordance with the terms of this Lease. In the event Tenant shall perform any of Landlord's obligations under this Lease pursuant to the terms hereof, then, in that event, Tenant shall have the right to deduct the reasonable cost therefor from subsequent rental payments due and payable by Tenant under this Lease. In either case the party making such expenditure shall be paid, in addition to its reasonable costs, interest on such costs at the Interest Rate, until such time as payment is made in full.

23. Subordination.

At the request of Landlord or any mortgagee of a mortgage or a beneficiary of a deed of trust now or hereafter encumbering all or any portion of the Premises, or any lessor of any ground or master lease now or hereafter affecting all or any portion of the Premises, this Lease shall be subject and subordinate at all times to such ground or master leases (and such extensions and modifications thereof), and to the lien of such mortgages and deeds of trust (as well as to any advances made thereunder and to all renewals, replacements, modifications and extensions thereof) and reasonably satisfactory to Tenant: Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any or all around or master leases or the lien of any or all mortgages or deeds of trust to this Lease. Landlord agrees to provide Tenant with nondisturbance agreement(s) in favor of Tenant from any master lessor or any mortgage holders or deed of trust beneficiaries under any master lease or mortgage or deed of trust affecting the Premises which comes into existence at any time after the date of execution of this Lease but prior to the expiration of the Term in consideration of, and as a condition precedent to, Tenant's agreement to subordinate this Lease to such future master lease or the lien of any such future mortgage or deed of trust pursuant to the foregoing provisions of this Section 23. Subject to the nondisturbance agreement(s) described above, in the event that any master lease terminates

for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, at the election of Landlord's successor in interest, Tenant shall attorn to and become the tenant of such successor. Tenant hereby waives its rights under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of any such foreclosure proceeding or sale. Subject to the foregoing, Tenant covenants and agrees to execute and deliver to Landlord within fifteen (15) days after receipt of written demand by Landlord and in the form reasonably required by Landlord, any additional documents evidencing the priority or subordination of this Lease with respect to any such master lease or the lien of any such mortgage or deed of trust or Tenant's agreement to attorn. If, in connection with Landlord's obtaining or entering into any financing or ground lease for any portion of the Premises, the lender or ground lessor shall request modifications to this Lease, Tenant shall, within ten (10) days after request therefor, execute an amendment to this Lease including such modifications, provided such modifications are reasonable, do not increase the obligations of Tenant hereunder, or adversely affect the leasehold estate created hereby or Tenant's rights hereunder and Landlord shall reimburse Tenant for its reasonable costs (including reasonable attorneys fees) in connection with the foregoing. Landlord shall obtain a non-disturbance agreement from the holder of the mortgage currently encumbering the Project ("Lender"), in the form annexed hereto as Exhibit G. Tenant may negotiate said form with the Lender provided that Tenant will pay any fee or cost imposed by Lender or its counsel as a result thereof.

24. Estoppel Certificate.

Within fifteen (15) business days following Landlord's written request, Tenant shall execute and deliver to Landlord an estoppel certificate certifying: (a) the Commencement Date; (b) that this Lease is unmodified and in full force and effect (or, if modified, that this Lease is in full force and effect as modified, and stating the date and nature of such modifications); (c) the date to which the Rent and other sums payable under this Lease have been paid; (d) that there are not, to the best of Tenant's knowledge, any defaults under this Lease by either Landlord or Tenant, except as specified in such certificate; (e) all work to be completed by Landlord shall have been completed and performed; (f) the amount of any security deposit; (g) whether or not Landlord has delivered a Landlord's Notice (as hereinafter defined) pursuant to Section 30 hereof, and (h) such other matters as are reasonably requested by Landlord. Any such estoppel certificate delivered pursuant to this Section 24 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of any portion of the Premises, as well as their assignees.

25. Quiet Enjoyment.

Landlord covenants and agrees with Tenant that, upon Tenant performing all of the covenants and provisions on Tenant's part to be observed and performed under this Lease (including payment of Rent hereunder), Tenant shall and may peaceably and quietly have, hold and enjoy the Premises in accordance with and subject to the terms and conditions of this Lease as against all persons claiming by, through or under Landlord.

26. Transfer of Landlord's Interest.

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners, at the time in question, of the fee title to, or a lessee's interest in a ground lease of, the Premises. In the event of any transfer or conveyance of any such title or interest (other than a transfer for security purposes only), the transferor shall be automatically relieved of all covenants and obligations on the part of Landlord contained in this Lease accruing after the date of such transfer or conveyance

27. Limitation on Landlord's Liability.

Notwithstanding anything contained in this Lease to the contrary, the obligations of Landlord under this Lease (including any actual or alleged breach or default by Landlord) do not constitute personal obligations of the individual partners, members, managers, directors, officers or shareholders of Landlord or Landlord's partners or affiliates, and Tenant shall not seek recourse against the individual partners, members, managers, directors, officers or shareholders of Landlord or Landlord's partners or affiliates, or any of their personal assets for satisfaction of any liability with respect to this Lease. In addition, in consideration of the benefits accruing hereunder to Tenant and notwithstanding anything contained in this Lease to the contrary, Tenant hereby covenants and agrees for itself and all of its successors and assigns that the liability of Landlord for its obligations under this Lease (including any liability as a result of any actual or alleged failure, breach or default hereunder by Landlord), shall be limited solely to, and Tenant's and its successors' and assigns' sole and exclusive remedy shall be against, Landlord's interest in the Premises, and no other assets of Landlord.

28. Miscellaneous.

28.1 Governing Law. This Lease shall be governed by, and construed pursuant to, the laws of the State of New York.

28.2 Successors and Assigns. Subject to the provisions of Section 14 above, and except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives and permitted successors and assigns; provided, however, no rights shall inure to the benefit of any Transferee of Tenant unless the Transfer to such Transferee is made in compliance with the provisions of Section 14, and no options or other rights which are expressly made personal to the original Tenant or in any rider attached hereto shall be assignable to or exercisable by anyone other than the original Tenant.

28.3 No Merger. The voluntary or other surrender of this Lease by Tenant or a mutual termination thereof shall not work as a merger and shall, at the option of Landlord, either (a) terminate all or any existing subleases, or (b) operate as an assignment to Landlord of Tenant's interest under any or all such subleases.

28.4 Professional Fees. If either Landlord or Tenant should bring suit against the other with respect to this Lease, including for unlawful detainer or any other relief against the other hereunder, then all costs and expenses incurred by the prevailing party therein (including, without limitation, its actual appraisers', accountants', attorneys' and other professional fees, expenses and court costs), shall be paid by the other party.

28.5 Waiver. The waiver by either party of any breach by the other party of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant and condition herein contained, nor shall any custom or practice which may become established between the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of any party to insist upon the performance by the other in strict accordance with said terms. No waiver of any default of either party hereunder shall be implied from any acceptance by Landlord or delivery by Tenant (as the case may be) of any rent or other payments due hereunder or any omission by the non-defaulting party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

28.6 Prior Agreements; Amendments. This Lease, including the Summary and all Exhibits and Riders attached hereto contains all of the covenants, provisions, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and any other matter covered or mentioned in this Lease, and no prior agreement or understanding, oral or written, express or implied, pertaining to the Premises or any such other matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Lease to the extent they are not expressly incorporated herein.

28.7 Separability. The invalidity or unenforceability of any provision of this Lease (except for Tenant's obligation to pay Rent) shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.

28.8 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. Tenant agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by any statute or at common law.

28.9 Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature, not the fault of said party (herein collectively, "**Force Majeure Delays**"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28.10 Municipal Incentives. Landlord shall, at no cost and expense to itself, reasonably cooperate with Tenant in securing municipal incentives that may be available to Tenant; provided, however, that such incentives shall not be in conflict with or result in a default under any municipal program to which the Landlord is entitled or is participating.

28.11 Parking. Landlord shall make available the entire parking lot around the Building ("**Parking Area**") for Tenant's exclusive use as depicted on the parking diagram (the "**Parking Diagram**") annexed hereto as Exhibit G, and will install two (2) specially marked handicapped parking spaces near the front entrance as shown on the Parking Diagram as part of Landlord's Base Building Work and such Parking Area shall be sufficient to comply with all legal requirements for Tenant's Permitted Use. Common parking areas shall be provided at no additional cost for use by Tenant, its personnel and visitors in common with such other parties as Landlord shall permit to use the same on a "first come, first served" basis. Landlord reserves the right, at all times during the term hereof, to promulgate and enforce reasonable rules and regulations with respect to the same in accordance with the terms of Section 18.4 hereof. Tenant, its permitted assignees and subtenants, personnel and visitors shall not, at any time, park trucks or delivery vehicles in any of the areas designated for automobile parking. Landlord shall have no responsibility to police or otherwise insure Tenant's use thereof. All parking spaces and parking areas shall be unattended and shall be utilized at the vehicle owner's own risk. Landlord shall not be liable for any injury to persons or property or loss by theft, or otherwise, of any vehicle or its contents. Except to the extent caused by the negligence or willful misconduct of Landlord or Landlord Parties.

28.12 Building Access. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

28.13 Fire Safety Compliance. Landlord represents that, as of the date hereof, it has not received written notice that the Premises or the Building are not in compliance with applicable fire safety guidelines.

28.14 Counterparts. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

29. IDA Lease.

Tenant acknowledges and agrees that notwithstanding anything to the contrary in this Lease: (i) the fee title owner of the Project is the Town of Hempstead Industrial Development Agency

("IDA"), and that Landlord's interest therein is its interest under that certain Lease Agreement, dated as of August 1, 2005 between the IDA, as lessor, and Landlord, as lessee (the "IDA Master Lease"), (ii) Tenant's use and occupancy of the Premises will be subject and subordinate to the terms and conditions of the IDA Master Lease, (iii) this Lease, Tenant's rights hereunder, and Tenant's ability to assign or sublease are subject to the approval of the IDA, (iv) contemporaneously herewith, Tenant shall execute and deliver to Landlord the IDA Tenant Agency Compliance Agreement attached hereto collectively as Exhibit I.

30. Right of First Refusal.

Tenant shall have, at all times during the term of this Lease provided Tenant shall then be in default beyond any applicable cure periods, a right of first refusal with respect to a sale of the Building (solely in the event that Landlord shall, subsequently, subdivide the Project, as to which Landlord has no obligation) ("**Right of First Refusal**"). In the event Landlord shall enter into negotiations with a third party for the sale of the Building to a third party, then, in that event, Landlord shall provide written notice to Tenant of such bona fide sale ("**Notice of Sale**") which shall include a description of all material, terms and conditions of such sale including, without limitation; the purchase price; the manner in which such purchase price will be paid; a description of financing, if any; all contingencies with respect to such sale; any conditions with respect to such sale; time period in which such sale is to occur. Tenant shall, then, have the option of purchasing the Building from Landlord upon such terms and conditions as outlined in such Notice of Sale ("**Election to Purchase**") which Election to Purchase shall be in writing and delivered to Landlord within thirty (30) days of receipt of such Notice of Sale. Tenant and Landlord shall, thereafter, proceed to close the transaction with respect to such purchase upon the terms and conditions set forth in such Notice of Sale within thirty (30) days after Tenant's delivery of its Election to Purchase. In the event Tenant does not exercise its Right of First Refusal as provided above, then Landlord shall be free to sell the Building to such bona fide third party purchaser but only on the terms and conditions substantially as set forth in such Notice of Sale. This right of first refusal is personal to the Tenant and Nassau County only.

31. Payment Vouchers Audit.

In the event that Nassau County is the "Tenant" under this Lease (as a result of a permitted assignment or sublet of this Lease by Tenant), all payments shall be made to Landlord in arrears and shall be contingent upon:

- (i) Landlord submitting a claim voucher ("voucher") in a form reasonably satisfactory to Tenant that does the following:
 - (a) states with reasonable specificity the services provided and the payment requested as consideration therefor;
 - (b) certifies that the services rendered and the payment requested are in accordance with the terms of this Lease; and
 - (c) is accompanied by documentation reasonably satisfactory to Tenant supporting the amount claimed; and

- (ii) the reasonable review, approval and audit of voucher by Tenant and/or Tenant's comptroller or his/her duly designated representative ("**Tenant's Comptroller**")

32. Accounting Procedures.

In the event that Nassau County is the "Tenant" under this Lease, (as a result of a permitted assignment or sublet of the Lease by Tenant), then the provisions of this Section 31 shall apply. Landlord recognizes that Tenant, Nassau County, is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations and proceedings of said municipality require that the payment of rent shall be made only in accordance with such statutes and, as part of said procedure, it will be necessary that Landlord submit rent vouchers provided by Tenant for the payment of rent herein and certain other reasonable documentation as may be required by Tenant for payment of any additional Rent or other charges under the terms of this Lease. Landlord hereby agrees to timely submit said vouchers and such reasonable documentation for additional Rent or other charges as may be reasonably requested by Tenant. Without in any way limiting the foregoing, Landlord shall maintain and retain for a period of six (6) years following the later of termination of or final payment by Tenant under this Lease complete and accurate records, documents, accounts and other evidence whether maintained electronically, manually or otherwise ("**Landlord Records**") pertinent to each parties performance under this Lease. Records shall be maintained in accordance with generally accepted accounting principles ("**GAAP**") and, if Landlord is a not for profit entity, must comply with the accounting guidelines set forth in the Federal Office of Management and Budget Circular A-122, "Cost Principles For Not For Profit Organizations". Such Records shall, at all times, be available for audit and inspection by Tenant and Tenant's Comptroller, and any other governmental authority with jurisdiction over the provisions of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this section shall survive the termination of this Lease.

33. Executory Clause/Approval and Execution.

Tenant represents and warrants that: (i) NCC is an educational corporation duly formed under the laws of the State of New York; (ii) Tenant has all requisite authority to execute and to enter into this Lease and that the execution of this Lease will not constitute a violation of any internal by-law, agreement or other rule of governance, and (iii) the individuals executing this Lease on behalf of Tenant are so authorized and Tenant shall supply Landlord with written documentation evidencing such authority upon or prior to Tenant's execution of this Lease.

Landlord represents and warrants that: (i) Landlord is a Delaware limited liability company duly formed under the laws of the State of New York; (ii) Landlord has all requisite authority to execute and to enter into this Lease and that the execution of this Lease will not constitute a violation of any internal entity document, operational agreement or other rule of governance; and (iii) the individuals executing this Lease on behalf of Landlord are so authorized and Landlord shall supply Tenant with written documentation evidencing such authority upon or prior to Landlord's execution of this Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

"TENANT"

NASSAU COMMUNITY COLLEGE
a New York educational corporation

By: 

Name: SEAN A. FARNELLI

Title: PRESIDENT

"LANDLORD"

AG METROPOLITAN ENDO, L.L.C.
a Delaware limited liability company

AG Asset Manager, Inc., a Delaware
corporation, its manager

By: 

Name: ADAM SCHWARTZ

Title: VICE PRESIDENT

The foregoing Lease has been
reviewed and approved:

as to form:

COUNTY OF NASSAU

By: 

Name: Daniel P. Grippo

Title: Deputy County Attorney

Town of Hempstead
Department of Buildings
1 Washington Street
Hempstead, N.Y. 11550-4923

Certificate of Completion

Printed 06/12/2009

Fee: \$0.00

This certifies that Certificate of Completion No. 200808034
has been issued on the following described property.

Dated: 06/12/2009

Section: 44 Block: D Lot(s): 03350 Unit:

Address: 500 ENDO BLVD GARDEN CITY, NY 11530-489

Location: SE/CORNER STEWART AVE & ENDO BLVD. GARDEN CITY

Project: VARIANCE TO CONSTRUCT INTERIOR ALTERATIONS TO CONVERT OFFICE TO
SCHOOL (NASSAU COMM. COLLEGE)

Building Permit No: 200808034 Date: 04/02/2009

Size of Lot: Zone: Declared Cost: \$600,000.00

Owner: AG METROPOLITAN LLC. Board of Zoning Appeals Case No: 1185

Address: 1000 STEWART AVE
GARDEN CITY, NY 11530

Certificate Number: 200808034



Commissioner



**BOARD OF APPEALS
TOWN OF HEMPSTEAD**

1 Washington Street
Hempstead, New York 11550-4923
(516) 489-5000
FAX (516) 483-0432
WWW.TOHLLI

NOTICE OF DECISION

December 22, 2008

Application Number: 200808034

Case Number: 1185/08

Hearing Date: 12/18/2008

Decision Date: 12/18/2008

COPY TO:

Richard M. Bivone
Joseph Parkas
David Leno
Norman Gerber

TO:
AG-Metropolitan Endo, LLC.
1000 Stewart Ave., Ste. 100
Garden City, NY 11530

REQUEST: Variance in off-street parking (convert office space to proposed classrooms in existing building).

LOCATION: S/E cor. Endo Blvd. & Stewart Ave., a/k/a 500 Endo Blvd.,
NR GARDEN CITY

DECISION: GRANTED unanimously by those present - in accordance with applicant's plans and plot plans as submitted to the Board, solely as to the relief requested. Mr. Wright not voting or participating - absent at hearing.

PERMIT MUST BE OBTAINED FROM DEPARTMENT OF BUILDINGS WITHIN 4 MONTHS OF THE FILING OF THIS DECISION.

Very truly yours,

THIS IS NOT A BUILDING PERMIT
Applicant will be notified by
the Department of Buildings as to
the status of the permit application.

Joseph F. Pellegrini
Joseph F. Pellegrini,
Secretary to Board of Appeals

AIA Document G704™ - 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
Nassau CC
500 Endo Blvd.
Garden City, NY 11530

PROJECT NUMBER: 2008/361
CONTRACT FOR: General Construction
CONTRACT DATE: January 22, 2009

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address):
AG Metropolitan Endo
1050 Stewart Ave.
Garden City, NY 11530

TO CONTRACTOR:
(Name and address):
Ambrosino Consultant Corp.
30 Newbridge Road
East Meadow, NY 11554

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The entire premises at 500 Endo Blvd., Garden City, New York.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

Warranty:
For a period of one year.

Date of Commencement
June 12, 2009

Combined Resources Consulting &
Design

ARCHITECT

BY

DATE OF ISSUANCE

6.23.09

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Ambrosino Consultant Corp.

CONTRACTOR

BY

DATE

6/23/09

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 p.m. (time) on June 12, 2009 (date).

AG Metropolitan Endo

OWNER

BY

DATE

6/23/09

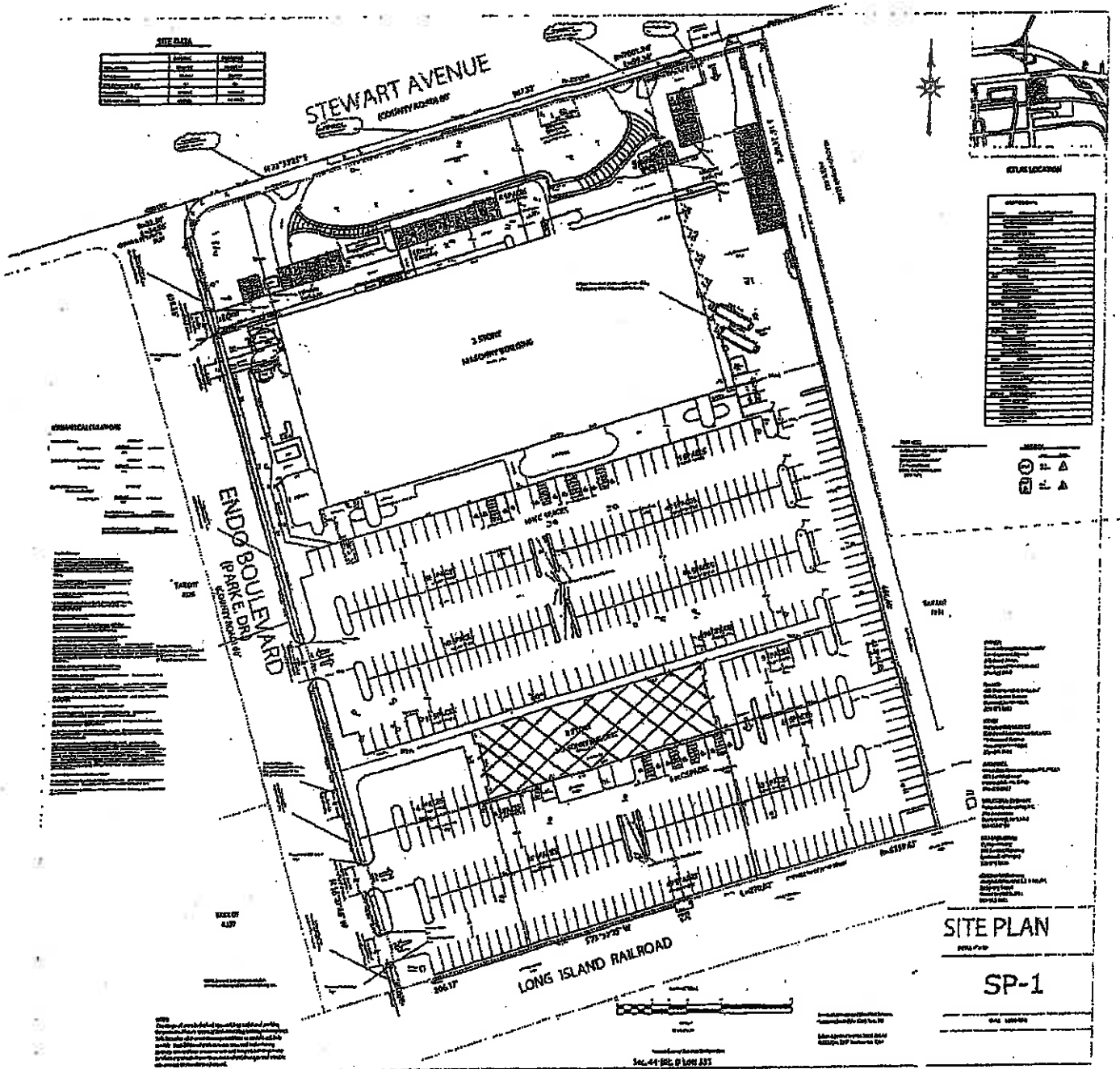
The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Warranties and insurances as required by contractual obligation will be in force for one year.

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EXHIBIT A



- Description of Premises

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First American Title Insurance Company of New York

Title No. 3001-128856NY3

EXHIBIT A - 1
SCHEDULE "B-II"
(EXCEPTIONS)

THE POLICY WILL INCLUDE AS EXCEPTIONS TO TITLE THE FOLLOWING MATTERS UNLESS THEY ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

1. Rights of tenants or persons in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
3. Survey reading herein.
4. There are six open mortgages of record. (See Mortgage Schedule herein)
5. Declaration made by Meadow Brook Club dated 11/13/1956 and recorded 05/01/1957 in Liber 6203 Cp 198. (See post)

WITH REGARD THERETO:

- a) Modification made by Meadow Brook Club dated 06/22/1959 and recorded 08/12/1959 in Liber 6583 Cp 9. (See post)
- b) Modification made by Meadow Brook Club acknowledged 01/19/1962 and recorded 01/31/1962 in Liber 6974 Cp 574. (See post)
- c) Modification made by Meadow Brook Club acknowledged 01/19/1962 and recorded 03/09/1962 in Liber 6987 Cp 533. (See post)
- d) Modification made by Meadow Brook Club dated 04/24/1968 and recorded 05/16/1968 in Liber 7826 Cp 67. (See post)
6. Declaration made by Dupont Pharmaceuticals Company formerly Dupont Merck Pharmaceutical Company dated 10/01/2001 and recorded 10/04/2001 in Liber 11388 Cp 202. Policy insures that this restriction does not prohibit the use of the premises for offices (including, without limitation, medical offices) (See post)
7. Covenants and restrictions contained in Declaration recorded on 08/03/2007 in Liber 12297 Cp 930. (See post)
8. New York Telephone Company Easement Agreement recorded on 07/15/1980 in Liber 9282 Cp 81. (See post)
9. Terms, covenants, conditions and agreements contained in a lease made by and between Town of Hempstead Industrial Development Agency, Lessor, and AG-Metropolitan Endo, L.L.C., Lessee, a memorandum of which dated 8/1/2005 was recorded on 9/14/2005 in (as) Liber 12007 Cp 782.

~~A copy of the aforementioned lease and any amendments thereto must be submitted to this Company for consideration prior to closing.~~

AKS



First American Title Insurance Company of New York

Title No. 3001-128856NY3

EXHIBIT A-1
SCHEDULE B-II Continued

10. Terms, covenants, conditions and agreements contained in a sublease made by and between AG-Metropolitan Endo, L.L.C., SubLessor, and Lifetime Brands Inc., SubLessee, a memorandum of which dated 5/27/2006 was recorded on 10/5/2006 in (as) Liber 12181 Cp 42.
~~A copy of the aforementioned sublease and any amendments thereto must be submitted to this Company for consideration prior to closing.~~
11. FOR INFORMATION ONLY: Street Dedication to the Town of Hempstead dated 08/29/1961 and recorded 11/27/1961 in Liber 6947 Cp 490.
12. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated 8/18/2005 and recorded on 9/14/2005 in (as) Liber 29387 Mp 757.
13. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated 8/18/2005 and recorded on 9/14/2005 in (as) Liber 29387 Mp 727.
14. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated 8/18/2005 and recorded on 9/14/2005 in (as) Liber 29387 Mp 742.
15. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated 3/26/2007 and recorded on 4/2/2007 in (as) Liber 31726 Mp 547.
16. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated as of 12/27/2007 and recorded on 1/11/2008 in (as) Liber 32649 Mp 324.
17. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated as of 12/27/2007 and recorded on 1/11/2008 in (as) Liber 32649 Mp 373.
18. The following Financing Statement(s) (UCC-1) must be disposed of:

Debtor:	AG-Metropolitan Endo, L.L.C.
Secured Party:	Manufacturers and Traders Trust Company
File No.:	UC05004490
Filed:	9/6/2005
Covers:	Fixture Filing
Land (Block & Lot):	Section: 44 Block: D Lot: 335

ALS



First American Title Insurance Company of New York

Title No. 3001-128856NY3

EXHIBIT A-1
SCHEDULE B-II Continued

19. The tax search indicates that the premises described in Schedule A is benefited by a tax exemption that may terminate upon transfer of said land. The land then may become taxed, pro-rata, for the unexpired term of the tax year from the termination of the exemption. Policy will except loss or damage arising from the retroactive reimposition of taxes from the termination of the exemption.
20. FOR INFORMATION ONLY: The Nassau County Transitional Exemption set forth on the tax search herein is a misnomer as it was instituted to account for the increase of the assessed valuation of commercial property in that County. Said exemption will decrease over a period of years and taxes will increase accordingly.
21. FOR INFORMATION ONLY: The tax search indicates that current, actual water meter readings have not been entered, and/or there may have been minimum, average or estimated water meter readings. Policy does not insure against water charges and sewer rents, entered and billed subsequent to closing for periods prior to closing or interest thereon.

NOTE: A request for a final reading should be made in advance of closing from the appropriate authority.

AKS



First American Title Insurance Company of New York

**EXHIBIT B
DESCRIPTION OF PROJECT**

Policy No. Y 3008-128856

**SCHEDULE C
DESCRIPTION**

ALL THAT CERTAIN PIECE, PARCEL OF LAND SITUATED, LYING AND BEING IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS SECTION 44, BLOCK "D", LOT 335 ON THE TAX MAP OF NASSAU COUNTY AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF STEWART AVENUE SAID POINT BEING AT THE END OF AN ARC CONNECTING THE SOUTHERLY SIDE OF STEWART AVENUE WITH THE EASTERLY SIDE OF ENDO BOULEVARD (PARK E. DRIVE): RUNNING THENCE ALONG THE SOUTHERLY SIDE OF STEWART AVENUE NORTH 73 DEGREES 32 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 367.32 FEET; RUNNING THENCE ALONG THE LENGTH OF A CURVE TO THE RIGHT HAVING A RADIUS OF 7001.16 FEET FOR A DISTANCE OF 99.38 FEET, THE CHORD OF WHICH BEARS NORTH 73 DEGREES 56 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 99.38 FEET, RUNNING THENCE SOUTH 15 DEGREES 24 MINUTES 40 SECONDS EAST FOR A DISTANCE 686.40 FEET TO THE NORTHERLY SIDE OF THE LONG ISLAND RAILROAD (CENTRAL BRANCH) RUNNING THENCE ALONG THE SAID NORTHERLY LINE OF THE SAID LONG ISLAND RAILROAD (CENTRAL BRANCH) THE FOLLOWING TWO COURSES AND DISTANCES: (1) ALONG THE LENGTH OF AN ARC TO THE LEFT WITH A RADIUS OF 5759.65 FEET FOR A DISTANCE OF 270.02 FEET, THE CHORD OF WHICH BEARS SOUTH 74 DEGREES 53 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 270.00 FEET; (2) RUNNING THENCE SOUTH 73 DEGREES 32 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 206.17 FEET TO THE EASTERLY SIDE OF ENDO BOULEVARD; RUNNING THENCE ALONG THE EASTERLY SIDE OF ENDO BOULEVARD NORTH 16 DEGREES 27 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 658.38 FEET; RUNNING THENCE ALONG THE LENGTH OF AN ARC TO THE RIGHT HAVING A RADIUS OF 22.50 FEET FOR A DISTANCE OF 34.56 FEET, THE CHORD OF WHICH BEARS NORTH 28 DEGREES 13 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 31.27 FEET TO THE SOUTHERLY SIDE OF STEWART AVENUE AND THE POINT OR PLACE OF BEGINNING.

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

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

[Handwritten signature]
[Handwritten initials]

EXHIBIT C-1

LANDLORD'S BASE BUILDING WORK

Part I. Definitions

1. "Landlord's Base Building Work" shall mean (i) the initial improvements to be performed in the Premises by Landlord as described in (A) - (P) below inclusive:

- A. A new Suprema roof with 20 year warranty;
- B. A new 2 story passenger elevator;
- C. A new fire alarm system (sufficient for open space layout);
- D. A new sprinkler system (sufficient for open space layout);
- E. 70 tons of HVAC delivered by rooftop gas fired package units; with minimum of two (2) zones
- F. A Johnson Control trane building management system;
- G. New windows and doors as required by applicable code requirements to comply with minimum regulations for light and air for classroom use, if any but not less than two (2) 4' x 6' windows for each classroom;
- H. Exterior Building and parking lot lighting;
- I. New landscape and irrigation;
- J. Fully paved and striped parking lot;
- K. Telecommunications risers benched down to each floor;
- L. All vented risers, main distribution panels and lighting panels for electrical systems;
- M. Direct meters such that all utility companies shall provide electrical energy, natural gas and other utilities directly to the Premises;
- N. Installation of main HVAC trunk line on the first and second floors running east to west.
- O. Provide floor penetrations for adequate security and surveillance wiring.
- P. Procure all necessary zoning approvals.

2. Landlord shall perform Base Building Work at Landlord's sole cost and expense.

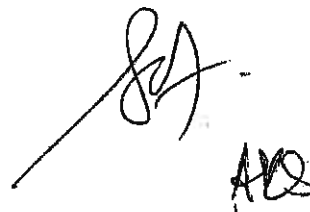
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EXHIBIT C-2

LANDLORD'S BUILD-OUT WORK, BUILDING G DESCRIPTION

Landlord shall construct classrooms and administrative offices in the premises which are identical to those classrooms and administrative offices located in "Building G" on Tenant's existing college campus (which Landlord has inspected and reviewed), including, without limitation, construction materials, fits, finishes, design and layout. Notwithstanding the foregoing, in the event Landlord cannot procure identical materials at commercially reasonable prices, after using all commercially reasonable efforts to do so, then, in that event, Landlord shall be permitted to use alternate materials provided that they are of equal or better quality and further provided that where any such material shall affect the function, longevity or the aesthetic appearance of the work, Landlord shall obtain Tenant's prior written approval to such substitute materials before implementing them in the construction project.

Handwritten signature and initials, possibly "PA" and "AKS", in the bottom right corner of the page.

EXHIBIT C-3


COMMENCEMENT DATE ACKNOWLEDGEMENT
(with Amortization Schedule)

Reference is made to a Lease dated the day of 7/17, 2008 (the "Lease"), entered into by and between **AG METROPOLITAN ENDO, L.L.C.**, c/o Angelo Gordon & Co. 245 Park Avenue, 26th Floor, New York, New York 10167, as Landlord, and **NASSAU COMMUNITY COLLEGE**, One Education Drive, Garden City, NY 11530 and **COUNTY OF NASSAU**, One West Street, Mineola, NY 11501, as Tenant, covering the Demised Premises comprising approximately 25,618 square feet in the building ("Building") in Garden City, New York, known as 500 Endo Boulevard.

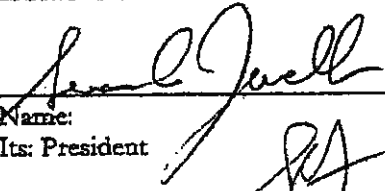
The undersigned Landlord and Tenant hereby certify that

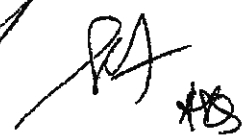
- (i) the Commencement Date occurred on 7-1-09;
- (ii) the Termination Date shall be 6-30-21;
- (iii) the Lease is in full force and effect;
- (iv) as of the date hereof, there is no default of Landlord and/or Tenant hereunder;
- (v) the First Lease Year commenced on the Commencement Date above and ends on 6-30-10; and
- (vi) the Amortization Schedule annexed hereto has been reviewed and agreed upon by Landlord and Tenant.

LANDLORD:
AG METROPOLITAN ENDO,
L.L.C

By: 
Name:
Its: President

TENANT:
NASSAU COMMUNITY COLLEGE

By: 
Name:
Its: President



Mortgage Style Amortization Schedule

	Month	Principal Balance	Interest Component	Principal Component	Mortgage Payment (P&I)
	0	\$ 934,790.57	-	-	-
	1	933,203.55	\$6,231.94	\$1,587.03	7,818.96
	2	931,605.94	\$6,221.36	\$1,597.61	7,818.96
Loan Amount	3	929,997.68	\$6,210.71	\$1,608.26	7,818.96
Interest Rate (Est)	4	928,378.71	\$6,199.98	\$1,618.98	7,818.96
Monthly Interest Rate	5	926,748.93	\$6,189.19	\$1,629.77	7,818.96
Amort. Sched. In Mos.	6	925,108.30	\$6,178.33	\$1,640.64	7,818.96
	7	923,456.72	\$6,167.39	\$1,651.57	7,818.96
	8	921,794.14	\$6,156.38	\$1,662.58	7,818.96
	9	920,120.47	\$6,145.29	\$1,673.67	7,818.96
	10	918,435.64	\$6,134.14	\$1,684.83	7,818.96
	11	916,739.59	\$6,122.90	\$1,696.06	7,818.96
	12	915,032.22	\$6,111.60	\$1,707.37	7,818.96
	13	913,313.47	\$6,100.21	\$1,718.75	7,818.96
	14	911,583.26	\$6,088.76	\$1,730.21	7,818.96
	15	909,841.52	\$6,077.22	\$1,741.74	7,818.96
	16	908,088.17	\$6,065.61	\$1,753.35	7,818.96
	17	906,323.13	\$6,053.92	\$1,765.04	7,818.96
	18	904,546.32	\$6,042.15	\$1,776.81	7,818.96
	19	902,757.67	\$6,030.31	\$1,788.65	7,818.96
	20	900,957.09	\$6,018.38	\$1,800.58	7,818.96
	21	899,144.51	\$6,006.38	\$1,812.58	7,818.96
	22	897,319.84	\$5,994.30	\$1,824.67	7,818.96
	23	895,483.01	\$5,982.13	\$1,836.83	7,818.96
	24	893,633.93	\$5,969.89	\$1,849.08	7,818.96
	25	891,772.53	\$5,957.56	\$1,861.40	7,818.96
	26	889,898.72	\$5,945.15	\$1,873.81	7,818.96
	27	888,012.41	\$5,932.66	\$1,886.30	7,818.96
	28	886,113.53	\$5,920.08	\$1,898.88	7,818.96
	29	884,201.99	\$5,907.42	\$1,911.54	7,818.96
	30	882,277.71	\$5,894.68	\$1,924.28	7,818.96
	31	880,340.60	\$5,881.85	\$1,937.11	7,818.96
	32	878,390.57	\$5,868.94	\$1,950.03	7,818.96
	33	876,427.55	\$5,855.94	\$1,963.03	7,818.96
	34	874,451.43	\$5,842.85	\$1,976.11	7,818.96
	35	872,462.15	\$5,829.68	\$1,989.29	7,818.96
	36	870,459.60	\$5,816.41	\$2,002.55	7,818.96
	37	868,443.70	\$5,803.06	\$2,015.90	7,818.96
	38	866,414.36	\$5,789.62	\$2,029.34	7,818.96
	39	864,371.49	\$5,776.10	\$2,042.87	7,818.96
	40	862,315.01	\$5,762.48	\$2,056.49	7,818.96
	41	860,244.81	\$5,748.77	\$2,070.20	7,818.96
	42	858,160.81	\$5,734.97	\$2,084.00	7,818.96
	43	856,062.92	\$5,721.07	\$2,097.89	7,818.96
	44	853,951.05	\$5,707.09	\$2,111.88	7,818.96
	45	851,825.09	\$5,693.01	\$2,125.96	7,818.96
	46	849,684.96	\$5,678.83	\$2,140.13	7,818.96
	47	847,530.57	\$5,664.57	\$2,154.40	7,818.96
	48	845,361.81	\$5,650.20	\$2,168.76	7,818.96
	49	843,178.59	\$5,635.75	\$2,183.22	7,818.96
	50	840,980.82	\$5,621.19	\$2,197.77	7,818.96
	51	838,768.39	\$5,606.54	\$2,212.42	7,818.96
	52	836,541.22	\$5,591.79	\$2,227.17	7,818.96
	53	834,299.20	\$5,576.94	\$2,242.02	7,818.96
	54	832,042.23	\$5,561.99	\$2,256.97	7,818.96
	55	829,770.21	\$5,546.95	\$2,272.01	7,818.96
	56	827,483.05	\$5,531.80	\$2,287.16	7,818.96

	25,618
	\$36,4896
Loan Amount	934,790.57
Interest Rate (Est)	8.000%
Monthly Interest Rate	0.0066667
Amort. Sched. In Mos.	240
Fixed Monthly Payment Over Life	7,818.96

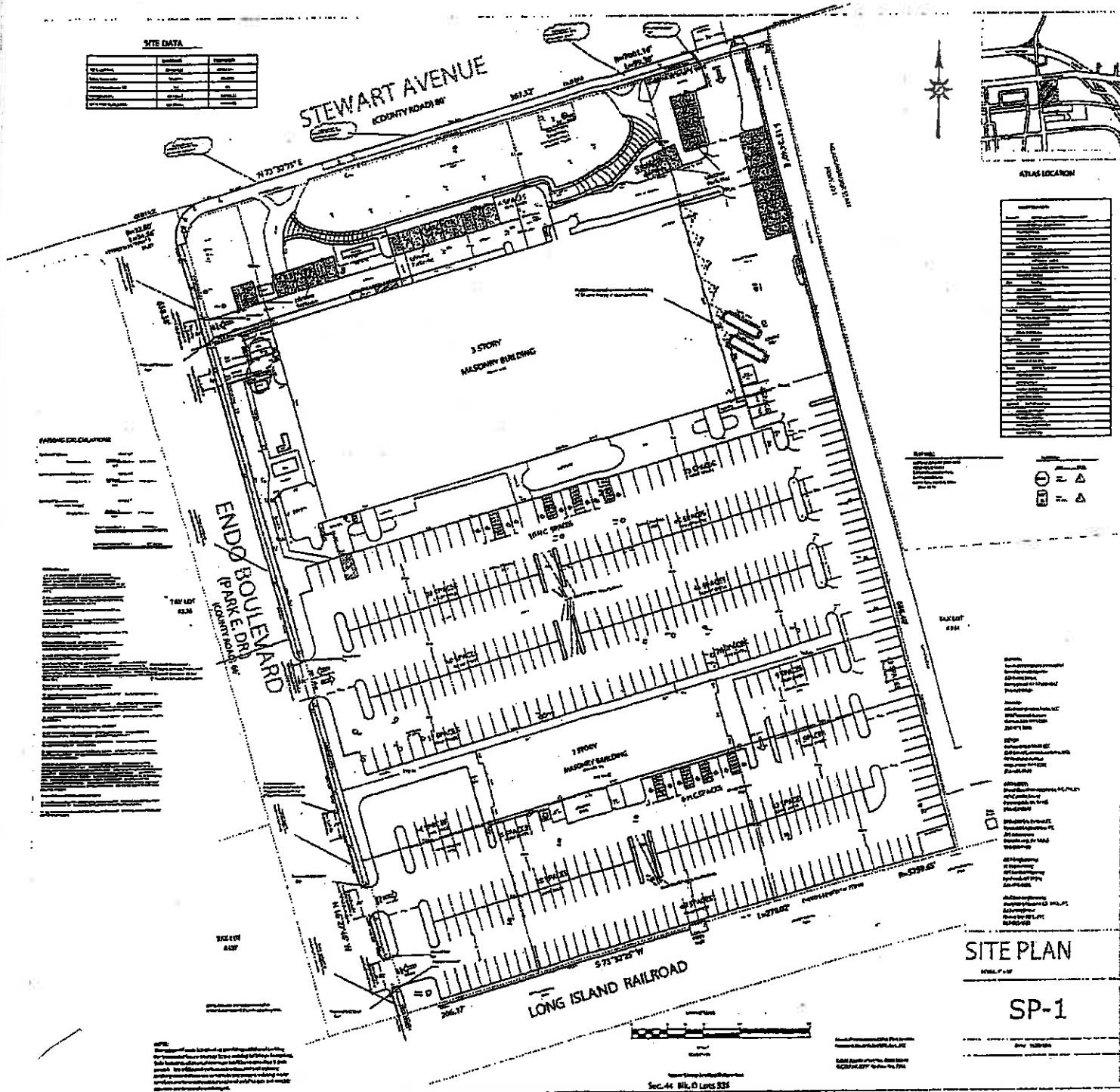
57	825,180.64	\$5,516.55	\$2,302.41	7,818.96
58	822,862.88	\$5,501.20	\$2,317.76	7,818.96
59	820,529.67	\$5,485.75	\$2,333.21	7,818.96
60	818,180.91	\$5,470.20	\$2,348.77	7,818.96
61	815,816.49	\$5,454.54	\$2,364.42	7,818.96
62	813,436.30	\$5,438.78	\$2,380.19	7,818.96
63	811,040.25	\$5,422.91	\$2,396.05	7,818.96
64	808,628.22	\$5,406.93	\$2,412.03	7,818.96
65	806,200.11	\$5,390.85	\$2,428.11	7,818.96
66	803,755.81	\$5,374.67	\$2,444.30	7,818.96
67	801,295.22	\$5,358.37	\$2,460.59	7,818.96
68	798,818.23	\$5,341.97	\$2,476.99	7,818.96
69	796,324.72	\$5,325.45	\$2,493.51	7,818.96
70	793,814.59	\$5,308.83	\$2,510.13	7,818.96
71	791,287.72	\$5,292.10	\$2,526.87	7,818.96
72	788,744.01	\$5,275.25	\$2,543.71	7,818.96
73	786,183.34	\$5,258.29	\$2,560.67	7,818.96
74	783,605.60	\$5,241.22	\$2,577.74	7,818.96
75	781,010.68	\$5,224.04	\$2,594.93	7,818.96
76	778,398.45	\$5,206.74	\$2,612.23	7,818.96
77	775,768.81	\$5,189.32	\$2,629.64	7,818.96
78	773,121.64	\$5,171.79	\$2,647.17	7,818.96
79	770,456.82	\$5,154.14	\$2,664.82	7,818.96
80	767,774.24	\$5,136.38	\$2,682.58	7,818.96
81	765,073.77	\$5,118.49	\$2,700.47	7,818.96
82	762,355.30	\$5,100.49	\$2,718.47	7,818.96
83	759,618.70	\$5,082.37	\$2,736.59	7,818.96
84	756,863.87	\$5,064.12	\$2,754.84	7,818.96
85	754,090.66	\$5,045.76	\$2,773.20	7,818.96
86	751,298.97	\$5,027.27	\$2,791.69	7,818.96
87	748,488.67	\$5,008.66	\$2,810.30	7,818.96
88	745,659.63	\$4,989.92	\$2,829.04	7,818.96
89	742,811.73	\$4,971.06	\$2,847.90	7,818.96
90	739,944.84	\$4,952.08	\$2,866.88	7,818.96
91	737,058.85	\$4,932.97	\$2,886.00	7,818.96
92	734,153.61	\$4,913.73	\$2,905.24	7,818.96
93	731,229.00	\$4,894.36	\$2,924.61	7,818.96
94	728,284.90	\$4,874.86	\$2,944.10	7,818.96
95	725,321.17	\$4,855.23	\$2,963.73	7,818.96
96	722,337.68	\$4,835.47	\$2,983.49	7,818.96
97	719,334.30	\$4,815.58	\$3,003.38	7,818.96
98	716,310.90	\$4,795.56	\$3,023.40	7,818.96
99	713,267.35	\$4,775.41	\$3,043.56	7,818.96
100	710,203.50	\$4,755.12	\$3,063.85	7,818.96
101	707,119.23	\$4,734.69	\$3,084.27	7,818.96
102	704,014.39	\$4,714.13	\$3,104.83	7,818.96
103	700,888.86	\$4,693.43	\$3,125.53	7,818.96
104	697,742.49	\$4,672.59	\$3,146.37	7,818.96
105	694,575.14	\$4,651.62	\$3,167.35	7,818.96
106	691,386.68	\$4,630.50	\$3,188.46	7,818.96
107	688,176.96	\$4,609.24	\$3,209.72	7,818.96
108	684,945.84	\$4,587.85	\$3,231.12	7,818.96
109	681,693.19	\$4,566.31	\$3,252.66	7,818.96
110	678,418.85	\$4,544.62	\$3,274.34	7,818.96
111	675,122.68	\$4,522.79	\$3,296.17	7,818.96
112	671,804.53	\$4,500.82	\$3,318.15	7,818.96
113	668,464.26	\$4,478.70	\$3,340.27	7,818.96
114	665,101.73	\$4,456.43	\$3,362.53	7,818.96
115	661,716.78	\$4,434.01	\$3,384.95	7,818.96
116	658,309.26	\$4,411.45	\$3,407.52	7,818.96
117	654,879.03	\$4,388.73	\$3,430.23	7,818.96
118	651,425.92	\$4,365.86	\$3,453.10	7,818.96
119	647,949.80	\$4,342.84	\$3,476.12	7,818.96

120	644,450.50	\$4,319.67	\$3,499.30	7,818.96
121	640,927.88	\$4,296.34	\$3,522.63	7,818.96
122	637,381.77	\$4,272.85	\$3,546.11	7,818.96
123	633,812.01	\$4,249.21	\$3,569.75	7,818.96
124	630,218.47	\$4,225.41	\$3,593.55	7,818.96
125	626,600.96	\$4,201.46	\$3,617.51	7,818.96
126	622,959.34	\$4,177.34	\$3,641.62	7,818.96
127	619,293.43	\$4,153.06	\$3,665.90	7,818.96
128	615,603.09	\$4,128.62	\$3,690.34	7,818.96
129	611,888.15	\$4,104.02	\$3,714.94	7,818.96
130	608,148.44	\$4,079.25	\$3,739.71	7,818.96
131	604,383.80	\$4,054.32	\$3,764.64	7,818.96
132	600,594.07	\$4,029.23	\$3,789.74	7,818.96
133	596,779.06	\$4,003.96	\$3,815.00	7,818.96
134	592,938.63	\$3,978.53	\$3,840.44	7,818.96
135	589,072.59	\$3,952.92	\$3,866.04	7,818.96
136	585,180.78	\$3,927.15	\$3,891.81	7,818.96
137	581,263.02	\$3,901.21	\$3,917.76	7,818.96
138	577,319.14	\$3,875.09	\$3,943.88	7,818.96
139	573,348.97	\$3,848.79	\$3,970.17	7,818.96
140	569,352.34	\$3,822.33	\$3,996.64	7,818.96
141	565,329.06	\$3,795.68	\$4,023.28	7,818.96
142	561,278.95	\$3,768.86	\$4,050.10	7,818.96
143	557,201.85	\$3,741.86	\$4,077.10	7,818.96
144	553,097.57	\$3,714.68	\$4,104.28	7,818.96
145	548,965.92	\$3,687.32	\$4,131.65	7,818.96
146	544,806.73	\$3,659.77	\$4,159.19	7,818.96
147	540,619.81	\$3,632.04	\$4,186.92	7,818.96
148	536,404.98	\$3,604.13	\$4,214.83	7,818.96
149	532,162.05	\$3,576.03	\$4,242.93	7,818.96
150	527,890.84	\$3,547.75	\$4,271.22	7,818.96
151	523,591.15	\$3,519.27	\$4,299.69	7,818.96
152	519,262.79	\$3,490.61	\$4,328.36	7,818.96
153	514,905.58	\$3,461.75	\$4,357.21	7,818.96
154	510,519.32	\$3,432.70	\$4,386.26	7,818.96
155	506,103.82	\$3,403.46	\$4,415.50	7,818.96
156	501,658.88	\$3,374.03	\$4,444.94	7,818.96
157	497,184.31	\$3,344.39	\$4,474.57	7,818.96
158	492,679.91	\$3,314.56	\$4,504.40	7,818.96
159	488,145.48	\$3,284.53	\$4,534.43	7,818.96
160	483,580.82	\$3,254.30	\$4,564.66	7,818.96
161	478,985.73	\$3,223.87	\$4,595.09	7,818.96
162	474,360.01	\$3,193.24	\$4,625.72	7,818.96
163	469,703.44	\$3,162.40	\$4,656.56	7,818.96
164	465,015.84	\$3,131.36	\$4,687.61	7,818.96
165	460,296.98	\$3,100.11	\$4,718.86	7,818.96
166	455,546.66	\$3,068.65	\$4,750.32	7,818.96
167	450,764.68	\$3,036.98	\$4,781.99	7,818.96
168	445,950.81	\$3,005.10	\$4,813.87	7,818.96
169	441,104.86	\$2,973.01	\$4,845.96	7,818.96
170	436,226.59	\$2,940.70	\$4,878.26	7,818.96
171	431,315.81	\$2,908.18	\$4,910.79	7,818.96
172	426,372.28	\$2,875.44	\$4,943.52	7,818.96
173	421,395.80	\$2,842.48	\$4,976.48	7,818.96
174	416,386.14	\$2,809.31	\$5,009.66	7,818.96
175	411,343.09	\$2,775.91	\$5,043.06	7,818.96
176	406,266.41	\$2,742.29	\$5,076.68	7,818.96
177	401,155.89	\$2,708.44	\$5,110.52	7,818.96
178	396,011.30	\$2,674.37	\$5,144.59	7,818.96
179	390,832.41	\$2,640.08	\$5,178.89	7,818.96
180	385,619.00	\$2,605.55	\$5,213.41	7,818.96
181	380,370.83	\$2,570.79	\$5,248.17	7,818.96
182	375,087.67	\$2,535.81	\$5,283.16	7,818.96

858,241.75

183	369,769.30	\$2,500.58	\$5,318.38	7,818.96
184	364,415.46	\$2,465.13	\$5,353.83	7,818.96
185	359,025.94	\$2,429.44	\$5,389.53	7,818.96
186	353,600.48	\$2,393.51	\$5,425.46	7,818.96
187	348,138.85	\$2,357.34	\$5,461.63	7,818.96
188	342,640.81	\$2,320.93	\$5,498.04	7,818.96
189	337,106.12	\$2,284.27	\$5,534.69	7,818.96
190	331,534.54	\$2,247.37	\$5,571.59	7,818.96
191	325,925.80	\$2,210.23	\$5,608.73	7,818.96
192	320,279.68	\$2,172.84	\$5,646.12	7,818.96
193	314,595.91	\$2,135.20	\$5,683.77	7,818.96
194	308,874.26	\$2,097.31	\$5,721.66	7,818.96
195	303,114.46	\$2,059.16	\$5,759.80	7,818.96
196	297,316.26	\$2,020.76	\$5,798.20	7,818.96
197	291,479.40	\$1,982.11	\$5,836.85	7,818.96
198	285,603.63	\$1,943.20	\$5,875.77	7,818.96
199	279,688.70	\$1,904.02	\$5,914.94	7,818.96
200	273,734.32	\$1,864.59	\$5,954.37	7,818.96
201	267,740.26	\$1,824.90	\$5,994.07	7,818.96
202	261,706.23	\$1,784.94	\$6,034.03	7,818.96
203	255,631.97	\$1,744.71	\$6,074.25	7,818.96
204	249,517.22	\$1,704.21	\$6,114.75	7,818.96
205	243,361.71	\$1,663.45	\$6,155.51	7,818.96
206	237,165.16	\$1,622.41	\$6,196.55	7,818.96
207	230,927.30	\$1,581.10	\$6,237.86	7,818.96
208	224,647.85	\$1,539.52	\$6,279.45	7,818.96
209	218,326.54	\$1,497.65	\$6,321.31	7,818.96
210	211,963.08	\$1,455.51	\$6,363.45	7,818.96
211	205,557.21	\$1,413.09	\$6,405.88	7,818.96
212	199,108.63	\$1,370.38	\$6,448.58	7,818.96
213	192,617.06	\$1,327.39	\$6,491.57	7,818.96
214	186,082.21	\$1,284.11	\$6,534.85	7,818.96
215	179,503.79	\$1,240.55	\$6,578.41	7,818.96
216	172,881.52	\$1,196.69	\$6,622.27	7,818.96
217	166,215.10	\$1,152.54	\$6,666.42	7,818.96
218	159,504.24	\$1,108.10	\$6,710.86	7,818.96
219	152,748.64	\$1,063.36	\$6,755.60	7,818.96
220	145,948.00	\$1,018.32	\$6,800.64	7,818.96
221	139,102.02	\$972.99	\$6,845.98	7,818.96
222	132,210.41	\$927.35	\$6,891.62	7,818.96
223	125,272.85	\$881.40	\$6,937.56	7,818.96
224	118,289.04	\$835.15	\$6,983.81	7,818.96
225	111,258.67	\$788.59	\$7,030.37	7,818.96
226	104,181.43	\$741.72	\$7,077.24	7,818.96
227	97,057.01	\$694.54	\$7,124.42	7,818.96
228	89,885.09	\$647.05	\$7,171.92	7,818.96
229	82,665.36	\$599.23	\$7,219.73	7,818.96
230	75,397.50	\$551.10	\$7,267.86	7,818.96
231	68,081.19	\$502.65	\$7,316.31	7,818.96
232	60,716.10	\$453.87	\$7,365.09	7,818.96
233	53,301.91	\$404.77	\$7,414.19	7,818.96
234	45,838.30	\$355.35	\$7,463.62	7,818.96
235	38,324.92	\$305.59	\$7,513.37	7,818.96
236	30,761.46	\$255.50	\$7,563.46	7,818.96
237	23,147.57	\$205.08	\$7,613.89	7,818.96
238	15,482.93	\$154.32	\$7,664.65	7,818.96
239	7,767.18	\$103.22	\$7,715.74	7,818.96
240	(0.00)	\$51.78	\$7,767.18	7,818.96
241	#NUM!	#NUM!	#NUM!	#NUM!
242	#NUM!	#NUM!	#NUM!	#NUM!
243	#NUM!	#NUM!	#NUM!	#NUM!
244	#NUM!	#NUM!	#NUM!	#NUM!
245	#NUM!	#NUM!	#NUM!	#NUM!

EXHIBIT D
500 Endo Common Areas



NOTE: The 500 Endo Common Areas excludes the 3 story masonry building, and is subject to the terms of this lease, including without limitation Section 4.1

J.S.
A.B.

EXHIBIT E
COVENANTS AND RESTRICTIONS

Parcel No.: Section 44, Block D Lot 335
T/O Hempstead, C/O Nassau
91 W-153

Prepared by: Henry E. Siffman, III, Esq.
E. I. du Pont de Nemours and Company
Legal Department
Berkley Mill Plaza Building 11-1204
Wilmington, Delaware 19880-0011

Return To: DUPONT PHARMACEUTICALS
COMPANY
924 Centre Road
Wilmington, Delaware 19880

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (this "Declaration") is made as of the 1 day of October, 2001, by DUPONT PHARMACEUTICALS COMPANY, a Delaware general partnership, whose address is 924 Centre Road, Wilmington, Delaware 19880, formerly DUPONT MERCK PHARMACEUTICALS COMPANY, a Delaware general partnership, ("Declarant"), with reference to the following:

BACKGROUND:

A. Declarant is the owner in fee simple title of certain real property located on Stewart Avenue, Town of Hempstead, Nassau County, State of New York, known and designated as Section 44, Block "D" Lot 335 on the Tax Map for Nassau County, bounded and described on Exhibit "A" attached hereto and made a part hereof together with all easements, rights and appurtenances thereunto belonging (the "Property").

B. In order to ensure that the Property is used solely for industrial use (including, without limitation, manufacturing, research and development, laboratory,

warehousing and distribution, production and/or assembly of goods or materials (including, without limitation, any on-site waste disposal area directly associated with such use, but excluding mineral extraction, private and commercial sand and gravel extraction) and related office and other ancillary uses other than the operation of a day care facility) (the "Permitted Use"), Declarant desires to declare and impose upon the Property the restrictions set forth in this Declaration.

NOW, THEREFORE, KNOW ALL MEN by these presents that Declarant does covenant and declare that it shall hold and stand seized of the Property under and subject to the following restrictions, covenants and agreements, which shall be covenants running with the land in perpetuity and which shall be binding upon Declarant and all other parties having any right, title or interest in the Property, or any part thereof, and their respective successors and assigns.

1. Restrictions on Use. The Property is presently used for the Permitted Use. The following restrictions are hereby imposed and shall forever apply to the use and enjoyment of the Property. The Property may only be used for the Permitted Use or other uses compatible with the Permitted Use.

2. Enforcement.

(A) Declarant and its successors and assigns shall have the right to proceed at law or in equity to compel compliance with or to prevent violation or breach of the terms of this Declaration. In addition to Declarant, E. I. DU PONT DE NEMOURS AND COMPANY shall be entitled to all rights and privileges hereunder accruing to parties entitled to enforce this Declaration upon the recordation hereof.

(B) Notwithstanding anything to the contrary contained herein, no party shall have any obligation to enforce the terms of this Declaration.

3. Amendments. The restrictions, covenants and agreements contained in this Declaration are hereby imposed for the benefit of Declarant and its successors and assigns and DePout and its successors and assigns (together, the "Beneficiaries"), and may not be altered, amended or modified in whole or in part without the written approval of both Beneficiaries, which shall be the only consents required.

4. Sovereignty. The provisions of this Declaration are declared to be severable so that the invalidity or unenforceability of any one provision hereof shall have no effect upon the validity or enforceability of any other provision hereof.

5. Governing Law. The Declaration shall be governed by and construed in accordance with the laws of the State of New York.

6. Effective Date. This Declaration shall become effective on the date on which it has been duly entered in the public land records of Nassau County, State of New York.

IN WITNESS WHEREOF, Declarant has executed this Declaration under seal the

day and year first above written.

Witness:

DUPONT PHARMACEUTICAL COMPANY
a Delaware general partnership

By:

[Handwritten Signature]
Name: *[Handwritten Name]*
Title: *[Handwritten Title]*

By:

[Handwritten Signature]
Name: ROBERT E. PEISER
Title: SENIOR VICE-PRESIDENT
& GENERAL COUNSEL

(seal)

LEGIBILITY POOR
FOR MICROFILM

STATE OF NEW YORK

SS

COUNTY OF NEW YORK

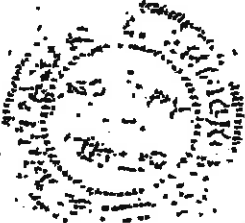
On October 1, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert [Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.

[Signature]

Notary Public

Name:

My commission expires:



ROBERT [Signature]
Notary Public, State of New York
No. 02284002001
Qualified in New York County
Commission Expires June 15, 2002

[Notarial Seal]

LEGIBILITY FOUR
FOR MICROFILM

EXHIBIT E-1
LEASEHOLD INSURANCE POLICY

Form No. 1402.06
ALTA Owner's Policy (6-17-06)
1100302P050600

Policy Number: Y 128856NYZ
Proforma



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company of New York

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionIf a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company of New York

BY Steve M. Magidano PRESIDENT

BY Paul P. Benkowitz SECRETARY

SA
MS



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as Insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 633 Third Avenue, New York, NY 10017.

POLICY OF TITLE INSURANCE



SCHEDULE A

First American Title Insurance Company of New York

Name and Address of Title Insurance Company:
First American Title Insurance Company of New York
633 Third Avenue
New York, NY 10017

Policy No.: **Y 128856NY2 Proforma**

Address Reference: 1000 Stewart Ave., 500 Endo Boulevard, Hempstead, NY (**For Information Only**)

Amount of Insurance: \$5,000,000

Date of Policy: July __, 2008

1. Name of Insured:

Nassau Community College

2. The estate or interest in the Land that is insured by this policy is:

Leasehold

3. Title is vested in:

NASSAU COMMUNITY COLLEGE, by virtue of that certain:

(a) Lease made by and between Town of Hempstead Industrial Development Agency, as Landlord, and AG-Metropolitan Endo, L.L.C., as Tenant, dated 08/18/2005, a Memorandum of which dated 08/01/2005 was recorded 09/14/2005 in Liber 12007 Cp 782;

(b) Sublease made by and between AG-Metropolitan Endo, L.L.C., as Landlord, and Nassau Community College, as Tenant, dated 07/__/2008, a Memorandum of which dated 07/__/2008 is being duly recorded in the Office of the County Clerk, Nassau County;

Which lease is, subject to its terms and conditions, a valid and subsisting lease upon the premises described in Schedule A herein for the unexpired term thereof.

4. The Land referred to in this policy is described as follows:

Real property in the City of Hempstead, County of Nassau, State of New York, described as follows:

A SPACE IN THE FOLLOWING LAND:

ALL THAT CERTAIN PIECE, PARCEL OF LAND SITUATED, LYING AND BEING IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS SECTION 44, BLOCK "D", LOT 335 ON THE TAX MAP OF NASSAU COUNTY AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF STEWART AVENUE SAID POINT BEING AT THE END OF AN ARC CONNECTING THE SOUTHERLY SIDE OF STEWART AVENUE WITH THE EASTERLY SIDE OF ENDO BOULEVARD (PARK E. DRIVE):

RUNNING THENCE ALONG THE SOUTHERLY SIDE OF STEWART AVENUE NORTH 73° 32' 25" EAST FOR A DISTANCE OF 367.32 FEET;

THENCE ALONG THE LENGTH OF A CURVE TO THE RIGHT HAVING A RADIUS OF 7001.16 FEET

FOR A DISTANCE OF 99.38 FEET, THE CHORD OF WHICH BEARS NORTH 73° 56' 19" EAST FOR
A DISTANCE OF 99.38 FEET,

THENCE SOUTH 15° 24' 40" EAST FOR A DISTANCE 686.40 FEET TO THE NORTHERLY SIDE OF
THE LONG ISLAND RAILROAD (CENTRAL BRANCH)

CONTINUED

THENCE ALONG THE SAID NORTHERLY LINE OF THE SAID LONG ISLAND RAILROAD (CENTRAL BRANCH) THE FOLLOWING TWO COURSES AND DISTANCES:

- (1) ALONG THE LENGTH OF AN ARC TO THE LEFT WITH A RADIUS OF 5759.65 FEET FOR A DISTANCE OF 270.02 FEET, THE CHORD OF WHICH BEARS SOUTH 74° 53' 25" WEST FOR A DISTANCE OF 270.00 FEET;
- (2) THENCE SOUTH 73° 32' 25" WEST FOR A DISTANCE OF 206.17 FEET TO THE EASTERLY SIDE OF ENDO BOULEVARD;

THENCE ALONG THE EASTERLY SIDE OF ENDO BOULEVARD NORTH 16° 27' 46" WEST FOR A DISTANCE OF 658.38 FEET;

THENCE ALONG THE LENGTH OF AN ARC TO THE RIGHT HAVING A RADIUS OF 22.50 FEET FOR A DISTANCE OF 34.56 FEET, THE CHORD OF WHICH BEARS NORTH 28° 13' 06" EAST FOR A DISTANCE OF 31.27 FEET TO THE SOUTHERLY SIDE OF STEWART AVENUE AND THE POINT OR PLACE OF BEGINNING.

SCHEDULE B

Policy No.: Y 128856NY2 Proforma

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Survey reading herein.
2. Declaration made by Meadow Brook Club Dated 11/13/1956 and recorded 5/1/1957 in Liber 6203 cp 198.
WITH REGARD THERETO:
 - a) Modification made by Meadow Brook Club dated 6/22/1959 and recorded 8/12/1959 in Liber 6583 page 9.
 - b) Modification made by Meadow Brook Club acknowledged 1/19/1962 and recorded 1/31/1962 in Liber 6974 page 574.
 - c) Modification made by Meadow Brook Club acknowledged 1/19/1962 and recorded 3/9/1962 in Liber 6987 page 533.
 - d) Modification made by Meadow Brook Club dated 4/24/1968 and recorded 5/16/1968 in Liber 7826 page 67.
 - e) Declaration of Covenants and Restrictions made by by AG-Metropolitan Endo, L.L.C. and Town of Hempstead Industrial Development Agency Dated 4/5/2007 and recorded 8/3/2007 in Liber 12297 cp 930. This declaration also cancels the remaining restrictions in Declaration in Liber 6203 cp 198.
Policy insures that this restriction does not prohibit the use of the premises for offices (including, without limitation, educational and/or classroom use).
3. Declaration made by Dupont Pharmaceuticals Company formerly Dupont Merck Pharmaceutical Company dated 10/1/2001 and recorded 10/4/2001 in Liber 11388 cp 202. Policy insures that this restriction does not prohibit the use of the premises for offices (including, without limitation, educational and/or classroom use).
4. New York Telephone Company Easement Agreement recorded on 7/15/1980 in Liber 9282 cp 81.
5. Covenants and restrictions contained in Deed recorded on 5/15/1991 in(as) Liber 10133 cp 546.
6. Terms, covenants, conditions and agreements, including, without limitation, the option to purchase the fee of the premises described in Schedule A hereof, contained in the lease made by and between Town of Hempstead Industrial Development Agency, Lessor, and AG-Metropolitan Endo, L.L.C., Lessee, a memorandum of which dated 8/1/2005 was recorded on 9/14/2005 in Liber 12007 cp 782.
7. Covenants and restrictions contained in Declaration recorded on 08/03/2007 in Liber 12297 Cp 930.
8. MORTGAGE made by AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY to MANUFACTURERS AND TRADERS TRUST COMPANY in the amount of \$9,500,000.00, dated 8/18/2005 and recorded 9/14/2005 in Liber 29387 Mp 636.

EXTENSION AND MODIFICATION AGREEMENT made by and between MANUFACTURERS AND TRADERS

TRUST COMPANY and AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY dated as of 12/28/2007 recorded 1/11/2008 in Liber 32649 Mp 273. Extends and modifies Mortgage 'A'.

9. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated 8/18/2005 and recorded on 9/14/2005 in (as) Liber 29387 Mp 757.
10. MORTGAGE made by AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY to MANUFACTURERS AND TRADERS TRUST COMPANY in the amount of \$3,000,000.00, dated 8/18/2005 and recorded 9/14/2005 in Liber 29387 Mp 667.

EXTENSION AND MODIFICATION AGREEMENT made by and between MANUFACTURERS AND TRADERS TRUST COMPANY and AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY dated as of 12/28/2007 recorded 1/11/2008 in Liber 32649 Mp 222. Extends and modifies Mortgage 'B'.

11. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated 8/18/2005 and recorded on 9/14/2005 in (as) Liber 29387 Mp 727.
12. MORTGAGE made by AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY to MANUFACTURERS AND TRADERS TRUST COMPANY in the amount of \$2,500,000.00, dated 8/18/2005 and recorded 9/14/2005 in Liber 29387 Mp 697.

EXTENSION AND MODIFICATION AGREEMENT made by and between MANUFACTURERS AND TRADERS TRUST COMPANY and AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY dated as of 12/28/2007 recorded 1/11/2008 in Liber 32649 Mp 239. Extends and modifies Mortgage 'C'.

13. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated 8/18/2005 and recorded on 9/14/2005 in (as) Liber 29387 Mp 742.
14. MORTGAGE made by AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY to MANUFACTURERS AND TRADERS TRUST COMPANY in the amount of \$5,385,990.00, dated as of 03/26/2007 and recorded 04/02/2007 in Liber 31726 Mp 519.

EXTENSION AND MODIFICATION AGREEMENT made by and between MANUFACTURERS AND TRADERS TRUST COMPANY and AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY dated as of 12/28/2007 recorded 1/11/2008 in Liber 32649 Mp 256. Extends and modifies Mortgage 'D'.

15. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated 3/26/2007 and recorded on 4/2/2007 in (as) Liber 31726 Mp 547.
16. MORTGAGE made by AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY to MANUFACTURERS AND TRADERS TRUST COMPANY in the amount of \$2,614,010.00, dated as of 12/28/2007 recorded 1/11/2008 in Liber 32649 Mp 290.
17. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated as of 12/27/2007 and recorded on 1/11/2008 in (as) Liber 32649 Mp 324.

18. MORTGAGE made by AG-METROPOLITAN ENDO LLC AND HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY to MANUFACTURERS AND TRADERS TRUST COMPANY in the amount of \$2,000,000.00, dated as of 12/28/2007 recorded 1/11/2008 in Liber 32649 Mp 340.
19. Collateral Assignment of Leases and Rents made from Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C., Assignor, to Manufacturers and Traders Trust Company, assignee, dated as of 12/27/2007 and recorded on 1/11/2008 in (as) Liber 32649 Mp 373.
20. The following UCC-1 Financing Statement:

Debtor: AG-Metropolitan Endo, L.L.C.
Secured Party: Manufacturers and Traders Trust Company
File No.: UC05004490
Filed: 9/6/2005
Covers: Fixture Filing
Land (Block & Lot): Section: 44 Block: D Lot: 335

SURVEY READING

Survey made by Bladykas & Panetta dated 6/24/2005 and last revised on 8/11/2005 shows the following:

- a) Concrete area and Asphalt Driveway extend onto Stewart Avenue.
- b) Variation between the location of the concrete curb and the easterly record line.
- c) Edge of Driveway along easterly record line extends onto premises adjacent on the east an undisclosed distance.
- d) Overhead wires extend along the southerly portion of subject premises and Utility tower on the southwesterly corner of subject premises. Policy excepts the rights and easements in favor of others to use and maintain same.
- e) Wood shed on premises adjacent on the south encroaches up to 1.1 feet onto subject premises.
- f) Concrete curbs and asphalt drive extend onto Endo Boulevard.
- g) Variation between the location of the chain link fence and the westerly record line.
- h) Water services extend across northwesterly portion of subject premises. Policy excepts the rights and easements in favor of others to use and maintain same.

Subject to any changes in the above state of facts since 8/11/2005.

First American Title Insurance Company of New York

**STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)**

Title No. **128856NY2**

Attached to and made part of First American Title Insurance Company of New York Policy No. **Y 128856NY2**
Proforma

1. Covered Risk Number 2(c) is deleted.
2. Exclusion Number 5 is deleted, and the following is substituted:
 5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.
3. The following is added as a Covered Risk:

"11. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, First American Title Insurance Company of New York has caused this Endorsement to be signed and sealed on its date of issue set forth herein.

Dated:

First American Title Insurance Company of New York

By: 

Steven M. Napolitano, President

STANDARD NEW YORK ENDORSEMENT (5/1/07)
FOR USE WITH ALTA OWNER'S POLICY (6-06)

First American Title Insurance Company of New York

**LEASEHOLD ENDORSEMENT
(OWNER'S POLICY)**

Attached to and made a part of First American Title Insurance Company of New York Policy No. **Y 128856NY2 Proforma**

1. As used in this endorsement, the following terms shall mean:

a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by the Policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by the Policy.

b. "Lease": the lease agreement described in Schedule A.

c. "Leasehold Estate": the right of possession for the Lease Term.

d. "Lease Term": the duration of the Leasehold Estate, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.

e. "Personal Property": chattels located on the land and property which, because of their character and manner of affixation to the land, can be severed from the land without causing appreciable damage to such chattels and property or to the land to which they are affixed.

f. "Remaining Lease Term": the portion of the Lease Term remaining after the insured has been Evicted as a result of a matter covered by the Policy.

g. "Tenant Leasehold Improvements": Those improvements, including landscaping, required or permitted to be built on the land by the Lease that have been built at the insured's expense or in which the insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured

If, in computing loss or damage, it becomes necessary to value the estates or interests of the insured as the result of a covered matter that results in an Eviction, then that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The insured claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the insured is Evicted, the following items of loss, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estates or interests insured by the Policy.

a. The reasonable cost of removing and relocating any Personal Property that the insured has the right to remove and relocate, situated on the land at the time of Eviction, the cost of transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, and the reasonable cost of repairing the Personal Property damaged by reason of the removal and relocation.

b. Rent or damages for use and occupancy of the land prior to the Eviction which the insured as owner of the Leasehold Estate is obligated to pay to any person having paramount title to that of the lessor in the Lease.

c. The amount of rent that, by the terms of the Lease, the insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the insured in any lease or sublease made by the insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

e. Damages that the insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease made by the insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction

f. Reasonable costs incurred by the insured to secure a replacement leasehold equivalent to the Leasehold Estate.

g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering fees, construction management fees, costs of environmental testing and reviews, landscaping costs, and fees, costs and interest on loans for the acquisition and construction.

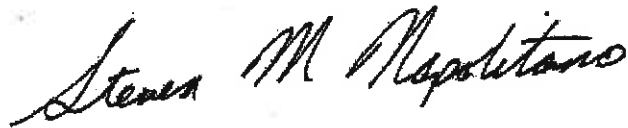
This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, First American Title Insurance Company of New York has caused this Endorsement to be signed on its date of issue set forth herein.

Dated:

First American Title Insurance Company of New York

By:



Steven M. Napolitano, President

TIRSA Leasehold Endorsement (Owner's Policy) (05/01/07)
To be used with ALTA 2006 Owner's Policy Only



INSURANCE BINDER

OP ID DS

DATE (MM/DD/YYYY)
07/31/2009

EY E-2

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Marshall & Sterling Upstate 300 Route 23B Leeds NY 12451		COMPANY Philadelphia Indemnity Ins Co		BINDER # 32245	
PHONE (A/C, No, Ext): 518-943-3900		FAX (A/C, No): 518-943-1752		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # UNASSIGNED	
CODE:		SUB CODE:		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Location: 001 Building: 001 500 Endo Blvd., Garden City, NY 11530	
AGENCY CUSTOMER ID: NASSA-2		INSURED Nassau Community College One Education Dr. Bldg 353 Garden City NY 11530			

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	BPP B&M BI/EE	1000	80	250000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$1000000
		DAMAGE TO RENTED PREMISES		\$100000
		MED EXP (Any one person)		\$5000
		PERSONAL & ADV INJURY		\$1000000
		GENERAL AGGREGATE		\$2000000
		PRODUCTS - COMP/OP AGG		\$2000000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: OTHER THAN COL:		ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$5000000
		AGGREGATE		\$5000000
		SELF-INSURED RETENTION		\$10000
		WC STATUTORY LIMITS		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

AG Metropolitan Endo LLC Mr. Adam Schwartz 245 Park Avenue, 26th Floor New York NY 10167	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE		<i>Kenneth W Gray</i>

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

removed from the Premises as aforesaid shall not be in excess of the elevators carrying load capacity upon reasonable notice to Tenant. Upon reasonable notice to Tenant, Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease to which these Rules and Regulations are annexed.

- H. Tenant shall not bring or permit to be brought or kept in or on the Demised Premises any inflammable, combustible, explosive, toxic or other hazardous fluid, material, chemical or substance or generate, store, handle or otherwise deal with any hazardous or toxic waste, substance or material except in accordance with applicable laws.
- I. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Tenant except that customary blinds, verticals or other commercial coverings which control light and/or heat shall be permitted.
- J. Tenant shall arrange and pay for periodic treatment of the Premises so as to maintain the Premises free of vermin.
- K. INTENTIONALLY OMITTED
- L. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight. If, in the reasonable judgment of Landlord, it is necessary to distribute the concentrated weight of any safe or heavy object, the work involved in such distribution shall be done in such manner as Landlord shall reasonably determine and the expense thereof shall be paid by Tenant. The moving of safes and other heavy objects shall take place only upon previous notice to, and at times and in a manner reasonably approved by, Landlord, and the persons employed to move the same in and out of the Building shall be reasonably acceptable to Landlord.
- M. Landlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed by Landlord when it deems it necessary, desirable or proper for its best interest or for the best interests of the tenants, and no rescission, alteration or waiver of any rule or regulation in favor of one tenant shall operate as a rescission, alteration or waiver in favor of any other tenant. Landlord shall not be responsible to Tenant for the non-observance or violation by any other tenant of any of the rules or regulations at any time prescribed by Landlord, provided however that Landlord will use reasonable efforts to enforce other leases if Tenant is materially and adversely affected as a result of a breach of said lease.

EXHIBIT F

RULES AND REGULATIONS

- A. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised Premises and for delivery of supplies, products and equipment in a prompt and efficient manner and for such other purposes as are in furtherance of Tenant's use and enjoyment of the Premises provided such use is in compliance with all relevant laws.
- B. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule by Tenant or Tenants agents or invitees shall be borne by Tenant.
- C. No carpet, rug or other article shall be hung or shaken out of any window of the Building. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the project by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals, fishes, reptiles, amphibians or birds be kept in, on or about the Building. Smoking or carrying lighted cigars or cigarettes in any portion of the Building is prohibited.
- D. No awnings or other projections shall be attached to the outside walls of the Building and no signage shall be installed or affixed to the Building, except as permitted by the terms of the Lease.
- E. Tenant shall not mark, paint, drill into, or in any way deface any part of the exterior of the Building. No boring, cutting or stringing of wires to the exterior of the Building shall be permitted without Landlord's approval which shall not be unreasonably withheld or delayed.
- F. Upon the termination of the Lease, all keys and passwords of the Premises and toilet rooms shall be delivered to Landlord.
- G. Freight, furniture, business equipment, supplies and bulky matter of any description shall be delivered to and removed from the Premises in a commercially reasonable manner. All of such items to be delivered to or

[Handwritten signature] AKS

To BE Executed
By BANK / LANDLORDS
at APPROPRIATE
Time

EXHIBIT "H"
ANCE AND ATTORNMENT AGREEMENT

(Mortgage)

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (being hereinafter referred to as this "Agreement") made as of this ____ day of May, 2008 between **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation having offices at 350 Park Avenue, New York, New York 10022 (the "Mortgagee") and _____ (the "Tenant").

WITNESSETH:

WHEREAS, the Mortgagee now owns and holds (i) that certain mortgage dated August 18, 2005 in the principal sum of \$2,500,000.00 made by Town of Hempstead Industrial Development Agency and AG-Metropolitan Endo, L.L.C. (the "Landlord") and the Mortgagee (the "First Mortgage") and intended to be recorded in the Nassau County Clerk's Office (ii) that certain mortgage dated August 18, 2005 in the principal sum of \$3,000,000.00 made by Town of Hempstead Industrial Development Agency and the Landlord and the Mortgagee (the "Second Mortgage") and intended to be recorded in the Nassau County Clerk's Office and (iii) that certain mortgage dated August 18, 2005 in the principal sum of \$9,500,000.00 made by Town of Hempstead Industrial Development Agency and the Landlord and the Mortgagee (the "Third Mortgage") and intended to be recorded in the Nassau County Clerk's Office, (the First Mortgage, the Second Mortgage and the Third Mortgage are hereinafter collectively referred to as the "Mortgage"), which Mortgage affects that certain parcel of land and the improvements thereon, as more particularly described in Schedule A annexed hereto, which include the land and buildings known as 1000 Stewart Avenue/500 Endo Boulevard, Garden City, New York (such buildings being hereinafter referred to as the "Building"); and

WHEREAS, by lease dated _____, 2008, a true copy of which has been furnished to the Mortgagee, Landlord has leased and demised to the Tenant and the Tenant has hired and taken from the Landlord the Building or a part thereof (such lease being hereinafter referred to as the "Lease" and such Building or part thereof so leased and demised to the Tenant being hereinafter to as the "Demised Premises"); and

WHEREAS, at the request of the Tenant the Mortgagee is willing to enter into this Agreement with the Tenant upon the terms, covenants and conditions contained herein;


APCS

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. The Lease and all rights of the Tenant thereunder are and shall be subject and subordinate to the Mortgage, to each and every advance made or to be made thereunder, and to all renewals, modifications, consolidations, spreaders, replacements and extensions thereof, whether now or hereafter made or in force. The provisions of this paragraph shall be self-operative and no further instrument of subordination shall be required or needed. Nevertheless, in confirmation of such subordination, the Tenant shall, at the request of the holder of the Mortgage, promptly execute, acknowledge and deliver such further instruments of subordination as may be reasonably required by such holder.

2. As long as no default on the part of the Tenant then exists under the Lease beyond any applicable notice and cure periods:

(a) The Tenant shall not be named or joined as a party defendant in any foreclosure action or proceeding to collect the debt secured by the Mortgage which may be instituted or taken by the Mortgagee under or in connection with the Mortgage or any obligation secured thereby or by any holder of the Mortgage or by any holder of any interest in the Mortgage or by any successor or assignee of such interest (unless required by law); and

(b) all of Tenant's rights under the Lease shall not be diminished or interfered with by the Mortgagee;

(c) The Tenant shall not be evicted from the Demised Premises or any part(s) thereof nor shall the Tenant's leasehold estate or possession of the Demised Premises under the Lease be terminated or disturbed nor shall any of the Tenant's rights under the Lease be affected in any way by reason of any default under the Mortgage.

3. If the Mortgagee or any holder of the Mortgage or any holder of any interest in the Mortgage or any successor or assignee of any one or more of the foregoing shall succeed to the rights of the Landlord under the Lease, whether through possession or foreclosure action or delivery of a new lease or a deed, then the Lease shall not terminate and the Tenant shall attorn to and recognize the party so succeeding to the Landlord's rights (such party being hereinafter referred to as the "Successor Landlord") as the Tenant's landlord under the Lease and shall promptly execute and deliver any instrument that the Successor Landlord may reasonably request to evidence such attornment, and the Successor Landlord shall be conclusively deemed to have accepted such attornment. Upon such attornment the Lease shall continue in full force and effect as, or as if it were, a direct lease between the Successor Landlord and the Tenant upon all of the same terms,

conditions and covenants as are set forth in the Lease, except that the Successor Landlord shall not:

(a) be responsible for any monies owed by or on deposit with the Landlord to the credit of the Tenant, except to the extent turned over to the Successor Landlord;

(b) be bound by any previous modification or extension of the Lease not expressly provided for in the Lease or to which the Mortgagee has consented pursuant to the terms hereof or by any previous prepayment of rent;

(c) be liable for any act, omission, neglect or default on the part of the Landlord under the Lease; or

(d) be subject to any claim, counterclaim, defense or setoff which shall have theretofore accrued to the Tenant against the Landlord.

4. No modifications may be made to the Lease by the Landlord and/or the Tenant without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld or delayed.

5. The Tenant hereby represents and warrants to the Mortgagee that as of the date hereof: (i) the Tenant is the owner and holder of the tenant's interest under the Lease; (ii) the Lease has not been modified or amended; (iii) the Lease is in full force and effect in accordance with its terms; (iv) neither the Tenant nor to the Tenant's knowledge the Landlord is in default under any of the terms, covenants or provisions of the Lease, and to the Tenant's knowledge no event has occurred which but for the passage of time or the giving of notice or both would constitute an event of default by the Tenant or the Landlord under the Lease; (v) neither the Tenant nor the Landlord has commenced any action or given or received any notice for the purpose of terminating the Lease; (vi) all rents, additional rents and other sums due and payable under the Lease have been paid in full and no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof; and (vii) there are no present offsets or defenses to the payment of the rents, additional rents, or other sums payable by the Tenant under the Lease.

6. The Tenant agrees that if any action or omission by the Landlord shall occur which would give the Tenant the right to terminate the Lease or to claim a partial or total eviction, the Tenant shall not exercise any such right: (i) until the Tenant has notified the Mortgagee in writing of such act or omission; (ii) until a reasonable period for commencing and curing the remedy of such act or omission shall have elapsed following the giving of such notice (which reasonable period shall in no event be less than the period to which the Landlord would be entitled under the Lease or otherwise after similar notice to effect such remedy); and (iii) the Mortgagee shall have failed, within such reasonable period, to give the Tenant notice of intention to and actually to

commence and continue, with diligence, to remedy such act or omission and to cause the same to be remedied. Notwithstanding anything to the contrary contained in this Agreement, the Tenant may exercise any self-help and/or rights of set off against the Landlord as provided for in the Lease.

7. This Agreement may not be discharged or modified orally or in any manner other than by an instrument in writing specifically referring to this Agreement and signed by a duly authorized officer or other representative of the Mortgagee and by a duly authorized officer or other representative of the Tenant.

8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

9. The covenants and agreements herein contained shall apply to, inure to the benefit of and be binding upon the Mortgagee, the Tenant and their respective successors, assigns and legal representatives.

10. This Agreement supersedes all previous Non-Disturbance and Attornment Agreements between the Tenant and any previous holder of any mortgage encumbering the Demised Premises which has been assigned to the Mortgagee, and such previous agreement shall be null and void and of no further force or effect.

IN WITNESS WHEREOF, the Mortgagee and the Tenant, intended to be legally bound, have duly executed this Agreement as of the day and year first above written.

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____
Jonathan S. Tolpin, Vice President

TENANT

By: _____

SCHEDULE A

Non-Disturbance and Attornment Agreement

(Mortgage)

MANUFACTURERS AND TRADERS TRUST COMPANY

- with -

TENANT

The within premises lie in
Section 44, Block D, Lot 335
in Nassau County

Record and Return To:

Ex I

Tenant Agency Compliance Agreement

THIS TENANT AGENCY COMPLIANCE AGREEMENT, dated as of ~~June~~ ^{SEPTEMBER 25} __, 2008, is between the TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 350 Front Street, 2nd Floor, Hempstead, New York 11550 (the "Agency"), and NASSAU COMMUNITY COLLEGE, an educational corporation duly organized and validly existing under the laws of the State of New York having its principal office at One Education Drive, Garden City, New York 11530 (the "Tenant").

WITNESSETH

WHEREAS, the Agency was created by Chapter 529 of the Laws of 1971 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 (collectively, the "Act"); and

WHEREAS, the Agency has agreed to acquire an approximately 7.54 acre parcel of land located at 1000 Stewart Avenue/500 Endo Boulevard, Garden City, Town of Hempstead, Nassau County, New York, and the renovation and equipping of a certain industrial facility located thereon, more particularly described in Exhibit A attached hereto, to be leased to AG-METROPOLITAN ENDO, L.L.C., a Delaware limited liability company, having its principal office do Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, New York 10022 (the "Company"), to be used by the Company as multi-tenant leased space for bio-tech industrial related uses including, but not limited to, office, manufacturing, research and development, laboratory space, warehousing, distribution and/or assembly of goods or materials, and other permissible commercial and industrial uses, all for use within the applicable covenants and restrictions and applicable zoning laws as related to permitted uses, whether now or in the future (the "Facility"); and

WHEREAS, the Agency has leased the Facility to the Company pursuant to the Lease Agreement, dated as of August 1, 2005 (the "Lease Agreement"), by and between the Agency and the Company, and the Company intends to sublease a portion of the Facility (the "Demised Premises") to the Tenant pursuant to a [Tenant Lease Agreement], dated as of ~~July 11 2008~~ (the "Tenant Lease Agreement"), by and between the Company and the Tenant, which may be amended from time to time; and

WHEREAS, the Company has contemporaneously delivered a letter to the Agency regarding Tenant's use of the Demised Premises (a copy of which is annexed hereto as Schedule A).

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

REPRESENTATIONS AND COVENANTS OF TENANT

Section 1.1 Representations and Covenants of Tenant. The Tenant makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Tenant is an educational corporation duly organized and validly existing under the laws of the State of New York and in good standing under the laws of the State of New York, and has full legal right, power and authority to execute, deliver and perform this Tenant Agency Compliance Agreement.

This Tenant Agency Compliance Agreement has been duly authorized, executed and delivered by the Tenant.

(b) Neither the execution and delivery of this Tenant Agency Compliance Agreement nor the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions hereof 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 Tenant's organizational documents, as amended, or any restriction or any agreement or instrument to which the Tenant is a party or by which it is bound. Notwithstanding the foregoing, (i) the Agency is relying on the Company's letter, attached hereto as Exhibit A, as to the legality of Tenant's intended use and occupancy as described therein, and (ii) the Tenant is relying on section (ii) of the second paragraph of said letter as to its representation and covenant in this section (b) as to the Covenants and Restrictions (as defined in the Tenant Lease Agreement).

(c) Any and all leasehold improvements undertaken by the Tenant with respect to the Demised Premises and the design, acquisition, construction, equipping and operation thereof by the Tenant will conform with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. The Tenant shall defend, indemnify and hold harmless the Agency from any liability or expenses, including reasonable attorneys fees, resulting from any failure by the Tenant to comply with the provisions of this subsection.

(d) The Tenant Agency Compliance Agreement constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant will complete construction of any and all leasehold improvements undertaken by the Tenant with respect to the Demised Premises in accordance with the terms and provisions of the Tenant Lease Agreement.

ARTICLE II INSURANCE

Section 2.1 Insurance Required. At all times throughout the Lease Term, the Tenant shall, (unless the Agency agrees that the Company's insurance is otherwise sufficient) at its sole cost and expense, maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) Workers' compensation insurance, disability benefits insurance and each other form of insurance that the Tenant is required by law to provide, covering loss resulting from Injury, sickness, disability or death of employees of the Tenant or any permitted sublessee who are located at or assigned to the Demised Premises. This coverage shall be in effect from and after the date any such employees first occupy the Demised Premises.

(b) Insurance protecting the Agency and the Tenant against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Tenant under Section 3.2 hereof) or arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or other occurrence, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage), and blanket excess liability coverage, in an amount not less than \$5,000,000 combined single limit or equivalent, protecting the Agency and the Tenant against any loss or liability or damage for personal injury, including bodily injury or death, or property damage. This coverage shall also be in effect during any construction or renovation period with respect to the Demised Premises.

(c) During any construction period with respect to the Demised Premises (and for at least one year thereafter in the case of Products and Completed Operations as set forth below), the Tenant shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

- (i) Workers' compensation and employer's liability with limits in accordance with applicable law.
- (ii) Comprehensive general liability providing coverage for:
 - Premises and Operations
 - Products and Completed Operations
 - Owners Protective
 - Contractors Protective
 - Contractual Liability
 - Personal Injury Liability
 - Broad Form Property Damage
(including completed operations)
 - Explosion Hazard
 - Collapse Hazard
 - Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

- (iii) Business auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,00

(combined single limit for personal injury, including bodily injury or death, and property damage).
- (iv) Excess "umbrella" liability providing liability Insurance in excess of the coverages in (i), (ii) and (iii) above with a limit of not less than \$5,000,000.

Section 2.2 Additional Provisions Respecting Insurance.

(a) All insurance required by this Tenant Agency Compliance Agreement shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. The company issuing the policies required hereby shall be rated "A" or better by A.M. Best Co., Inc. in Best's Key Rating Guide. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies of insurance required by Section 2.1 hereof shall provide for at least thirty (30) days prior written notice to the Agency of the restriction, cancellation or modification thereof. The policy evidencing the insurance required by Section 2.1(b) hereof shall name the Agency as an additional named insured. All policies evidencing the insurance required by Section 2.1 (c)(ii) and (iv) shall name the Agency and the Tenant as additional named insureds.

(b) The policy (or a certificate or binder) of insurance required by Section 2.1(b) hereof shall be delivered to the Agency on or before the date hereof. A copy of the policies (or certificates or binders) of insurance required by Section 2.1 (c)(ii) and (iv) hereof shall be delivered to the Agency on or before the

date hereof. The Tenant shall deliver to the Agency before the first Business Day of each calendar year thereafter a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 2.1 hereof and complying with the additional requirements of Section 2.2(a) hereof. Prior to the expiration of each such policy or policies, the Tenant shall furnish to the Agency and any other appropriate Person a new policy or policies of insurance or evidence that such policy or policies have been renewed or replaced or are no longer required by this Tenant Agency Compliance Agreement. The Tenant shall provide such further information with respect to the insurance coverage required by this Tenant Agency Compliance Agreement as the Agency may from time to time reasonably require.

Section 2.3 Application of Net Proceeds of Insurance. Subject to the provisions of Section 2.2(a) hereof, the Net Proceeds of the insurance carried pursuant to the provisions of Section 2.1 hereof shall be applied as follows: (i) the Net Proceeds of the insurance required by Section 2.1(a), (b) and (c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 2.4 Right of Agency to Pay Insurance Premiums. If the Tenant fails to maintain or cause to be maintained any insurance required to be maintained by Section 2.1 hereof, the Agency may pay or cause to be paid the premium for such insurance. No such payment shall be made by the Agency until at least ten (10) days shall have elapsed since notice shall have been given by the Agency to the Tenant. No such payment by the Agency shall affect or impair any rights of the Agency hereunder arising in consequence of such failure by the Tenant. The Tenant shall, on demand, reimburse the Agency for any amount so paid pursuant to this Section, together with interest thereon from the date of payment of such amount by the Agency.

Section 2.5 Notwithstanding any contrary provisions of Article II, the insurance coverage identified in the certificate annexed hereto as Schedule B is acceptable to the Agency and Tenant covenants to maintain substantially the same coverage from similarly rated insurers during the term of the Tenant Lease Agreement.

ARTICLE III SPECIAL COVENANTS

Section 3.1 No Warranty of Condition or Suitability by Agency. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF, OR TITLE TO, THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE TENANT'S PURPOSES OR NEEDS.

Section 3.2 Hold Harmless Provisions.

(a) The Tenant agrees that the Agency and its directors, members, officers, agents and employees shall not be liable for, and agrees to defend, indemnify, release and hold the Agency and its directors, members, officers, agents and employees harmless from and against, any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Demised Premises or to common areas or other portions of the Facility to which the Tenant has regular access (such areas, together with the Demised Premises, are hereinafter referred to as the "Tenant Premises"), or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Tenant Premises, and (ii) liability arising from or expense incurred in connection with the Agency's participation in the subleasing of the Demised Premises to the Tenant, including, without limiting the generality of the foregoing, all claims arising from the breach by the Tenant of any of its covenants contained herein, the

exercise by the Tenant of any authority conferred upon it pursuant to this Tenant Agency Compliance Agreement and all causes of action and reasonable attorneys' fees (whether by reason of third party claims or by reason of the enforcement of any provision of this Tenant Agency Compliance Agreement (including without limitation this Section) or any other documents delivered by the Agency in connection with this Tenant Agency Compliance Agreement), and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, to the extent that any such losses, damages, liabilities or expenses of the Agency are not incurred and do not result from the gross negligence or intentional or willful wrongdoing of the Agency or any of its directors, members, agents or employees. Except as otherwise provided herein, the foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency, or any of its members, directors, officers, agents or employees, and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. The foregoing indemnities are limited only to the extent of any prohibitions imposed by law, and upon the application of any such prohibition by the final judgment or decision of a competent court of law, the remaining provisions of these indemnities shall remain in full force and effect.

(b) Notwithstanding any other provisions of this Tenant Agency Compliance Agreement, the obligations of the Tenant pursuant to this Section shall remain in full force and effect after the termination of this Tenant Agency Compliance Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought, and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters herein described and the payment of all expenses and charges incurred by the Agency or its members, directors, officers, agents and employees relating to the enforcement of the provisions herein specified.

(c) In the event of any claim against the Agency or its members, directors, officers, agents or employees by any employee or contractor of the Tenant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Tenant hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

Section 3.3 Right to Inspect Demised Premises. The Agency and its duly authorized agents shall have the right at all reasonable times and upon reasonable prior written notice to inspect the Demised Premises subject to the tenant's reasonable security provisions.

Section 3.4 Qualification as Project.

(a) The Tenant 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. Without limited the generality of the foregoing, the Tenant will in no event use the Demised Premises in such a way as to cause or permit (i) more than fifteen percent (15%) of the total square footage of the Facility to be used in making retail sales to customers or the provision of retail services to persons or customers who personally visit the Facility, or (ii) the Facility otherwise to be used in violation of Section 862(2)(a) of the Act.

(b) The occupation of the Demised Premises has not and will not result in the removal of a facility or plant of the Tenant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Tenant located within the State.

(c) Tenant represents that its use of the Demised Premises will be a Permitted Use (as defined in the Tenant Lease Agreement). Based upon Tenant's representation, and the Company's letter attached hereto as Exhibit A, the Agency represents that Tenant's use is permitted under applicable law.

Section 3.5 Compliance with Orders, Ordinances, Etc.

(a) The Tenant, throughout the Lease Term, agrees that it will (but only to the extent required by the terms of Tenant's Lease Agreement) promptly comply, and cause any sublessee of the Tenant or occupant of the Demised Premises which is occupying the Demised Premises by permission of the Tenant to comply, with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to the acquisition, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers having jurisdiction of the Facility or any part thereof, and companies or associations insuring the premises.

(b) Tenant shall not cause or permit the Demised Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance with all applicable federal, state and local laws or regulations, nor shall the Tenant cause or permit, as a result of any intentional or unintentional act or omission on the part of the Tenant or any of its contractors, subcontractors or tenants, a release of Hazardous Substances onto the Facility or onto any other property. The Tenant shall comply with, and ensure compliance by all of its contractors, subcontractors and subtenants with, all applicable federal, state and local environmental laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and ensure that all of its contractors, subcontractors and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder, to the extent required under the terms of Tenant's Lease Agreement. The Tenant shall (i) conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Substances released, stored, generated or used by it on, from or affecting the Facility (A) in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, (B) to the reasonable satisfaction of the Agency, and (C) in accordance with the orders and directives of all federal, state and local governmental authorities applicable to Tenant; and (ii) defend, indemnify and hold harmless the Agency, its employees, agents, officers, members and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to (A) the presence, disposal, release or threatened release of any Hazardous Substances which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise, (B) any bodily injury, personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Substances, (C) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substances, or (D) any violation of laws, orders, regulations, requirements or demands of government authorities, or of any policies or requirements of the Agency, which are based upon or in any way related to such Hazardous Substances, and in all cases cited above only to the extent that the foregoing result from the intentional or unintentional act or omission of the Tenant or any of its contractors, subcontractors or subtenants, including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses. The provisions of this Section shall be in addition to any and all other obligations and liabilities the Tenant may have to the Agency at common law and shall survive the transactions contemplated herein.

(c) Notwithstanding the provisions of subsections (a) and (b) hereof, the Tenant may in good faith contest the validity or the applicability of any requirement of the nature referred to in such subsections (a) and (b) by appropriate legal proceedings conducted in good faith and with due diligence. In such event, the Tenant may fail to comply with the requirement or requirements so contested during the

period of such contest and any appeal therefrom, unless the Agency shall notify the Tenant that, by failure to comply with such requirement or requirements, the Facility or any part thereof may be subject to loss, penalty or forfeiture, in which event the Tenant shall promptly take such action with respect thereto or provide such security as shall be reasonably satisfactory to the Agency. If at any time the then existing use or occupancy of the Facility shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the Tenant shall use reasonable efforts not to cause or permit such use or occupancy by the Tenant to be discontinued without the prior written consent of the Agency, which consent shall not be unreasonably withheld.

(d) Notwithstanding the provisions of this Section, if, because of a breach or violation of the provisions of subsection (a) or (b) hereof (without giving effect to subsection (c) hereof), the Agency or any of its members, directors, officers, agents or employees shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Agency, the Tenant shall immediately provide legal protection or pay an amount or post a bond in an amount necessary, in the opinion of the Agency and of its members, directors, officers, agents and employees, to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

(e) Notwithstanding any provisions of this Section, the Agency retains the right to defend itself in any action or actions which are based upon or in any way related to such Hazardous Substances. In any such defense of itself, the Agency shall select its own counsel, and any and all reasonable costs of such defense, including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, shall be paid by the Tenant.

Section 3.6 Agreement to Provide Information. The Tenant agrees whenever requested by the Agency to provide and certify or cause to be provided and certified such information concerning the Tenant, its finances, its operations, its employment and its affairs necessary to enable the Agency to make any report required by law, governmental regulation or any of the Agency Documents or Company Documents. Such information shall be provided within thirty (30) days following written request from the Agency.

Section 3.7 Employment Opportunities: Notice of Jobs. The Tenant covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated herein, it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, cause any new employment opportunities created in connection with the Demised Premises to be listed with the New York State

Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the Facility is located (collectively, the "Referral Agencies"). The Tenant also agrees that it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies.

Section 3.8 Subleasing. In accordance with Section 862(1) of the Act, the Facility shall not be occupied by a sublessee whose tenancy would result in the removal of a facility or plant of the proposed sublessee from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of such sublessee located within the State; provided, however, that neither restriction shall apply if the Agency shall determine:

- (i) that such occupation of the Facility is reasonably necessary to discourage the proposed sublessee from removing such other plant or facility to a location outside the State, or

- (ii) that such occupation of the Facility is reasonably necessary to preserve the competitive position of the proposed sublessee in its respective industry.

Section 3.9 Definitions. All capitalized terms used in this Tenant Agency Compliance 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.

Section 3.10 Execution of Counterparts. This Tenant Agency Compliance 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.

R862 840.1

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease Agreement to be executed in their respective names by their duly authorized representatives, all as of ~~June 5, 2008.~~
November

TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Name: Frederick E. Parola

Title: Executive Director

NASSAU COMMUNITY COLLEGE

By: 

Name: SEAN FAGNELLI

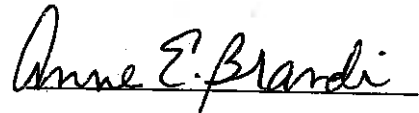
Title: PRESIDENT

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 25th day of ~~June~~ ^{sept.} in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Sean A. Fanelli, 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 Lease Agreement, and acknowledged to me that he executed the same in his capacity, and that by his signature on the Lease Agreement, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.



Notary Public

ANNE E. BRANDI
Notary Public, State of New York
No. 01BR6104733
Qualified in Nassau County
January 26, 2012

SCHEDULE A

Company Letter to IDA regarding Tenant's Use

AG Metropolitan Endo, L.L.C.

c/o Angelo, Gordon & Co.
245 Park Avenue, 26th Floor
New York, New York 10167

July 16, 2008

Town of Hempstead Industrial Development Agency
350 Front Street
Hempstead, NY 11550

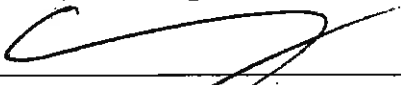
Re: 1000 Stewart Avenue/500 Endo Boulevard, Garden City, New York

Reference is hereby made to that certain Tenant Agency Compliance Agreement ("TACA") of even date between the Town of Hempstead Industrial Development Agency ("IDA") and Nassau Community College ("NCC"). Defined terms herein shall have the meanings described in the TACA.

It is our understanding that the permitted use as set forth in Section 1.7 of the Tenant Lease Agreement is not prohibited under (i) applicable provisions of any law or ordinance of the State of New York or any political subdivision thereof, subject to our obtaining requisite local zoning approvals, or (ii) the Covenants and Restrictions (as defined in the Tenant Lease Agreement).

Very truly yours,

AG METROPOLITAN ENDO, L.L.C.
a Delaware limited liability company
By: AG Asset Manager, Inc., a Delaware
corporation, its manager

By: 
Name: Michael Chang
Title: Vice President