

**ENVIRONMENTAL COMPLIANCE
AND INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, dated as of February 1, 2018, is given by and **LEGOLAND NEW YORK LLC**, a subsidiary of Merlin Entertainments Group U.S. Holdings Inc., and a limited liability company formed and existing under the laws of the State of Delaware, with offices at One LEGOLAND Drive, Carlsbad, California 92008 (the "Company"), and the persons, firms or corporations, if any, identified as Indemnitors at the end of this Agreement (collectively "Indemnitors"), to the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency").

RECITALS

WHEREAS, the Company has a leasehold interest in, certain real property located at 400 Harriman Drive, in the Town of Goshen, Orange County, New York, and described more fully in **Schedule "A"** attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Company is requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (A) the acquisition by the Agency of a leasehold interest in a portion of an aggregate approximately 521.50-acres of land located in the Town of Goshen, Orange County, New York [TMID #: 11-1-45, 11-1-46, 15-1-59, 11-1-47, 11-1-58 11-1-49.2, 11-1-62, 11-1-63, 11-1-64, 11-1-65, 11-1-66, 11-1-67, 11-1-68, 11-1-69 respectively] (the "Land") and any existing improvements thereon (collectively the "Existing Improvements"); (B) the construction on the Land of an approximately 153± acre LEGOLAND Park and Hotel with related amenities, which park will be built in phases and will include rides and attractions, an aquarium, theaters, restaurants, a hotel and various back-of-house facilities including offices and staff areas, together with parking and drainage facilities (collectively, the "Improvements"); and (C) the acquisition in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, the Company has requested that the Agency provide financial assistance (the "Financial Assistance") to the Company to undertake the Project in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project; (b) a partial real property tax abatement through a certain Tax Agreement between the Agency and the Company, dated as of the date hereof (the "Tax Agreement") and (c) a mortgage recording tax exemption for the financing related to the Project; and

WHEREAS, in furtherance of the Financial Assistance, the Agency has been asked to take a leasehold interest in the Premises and to lease the Premises back to the Company; however, any leasehold interest in the Premises shall be for the sole purpose of the Agency conferring certain financial assistance in its sovereign and/or municipal capacity and such ownership or other interest undertaken by the Agency shall not include the right, authority or potential for the Agency to control operations on or at the Premises, nor shall (or has) the

Agency participate in the management or participate in the development of the Premises; and

WHEREAS, the Agency is unwilling to take a leasehold interest in the Premises even in the limited capacity defined above, or to otherwise consummate the Financial Assistance unless the Company and the Indemnitors execute and deliver this Agreement to the Agency.

NOW, THEREFORE, in consideration of the foregoing and to induce the Agency to accept a leasehold interest in the Premises in the limited capacity as set forth above, and to consummate the Financial Assistance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Indemnitors hereby covenant and agree with the Agency as follows:

1. **DEFINITIONS.** All capitalized terms used in this Agreement and not heretofore defined shall have the meanings set forth below.

(a) **Environment** means any water or water vapor, any land, including land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

(b) **Environmental Laws** mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

(c) **Environmental Permits** mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and/or operation of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Premises.

(d) **Hazardous Substance** means any substance (i) the presence of which requires investigation or remediation under any Environmental Law; or (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", "toxic substance", pollutant or contaminant under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.) as amended and/or the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.) and/or the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), and/or Articles 15 or 27 of the New York State Environmental Conservation Law, or any other applicable Environmental Law or any regulations promulgated under any of the foregoing; or (iii) which is toxic (including, but not limited to, toxic mold), explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of New York or any political subdivision thereof; or (iv) the presence of which on the Premises causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a

hazard to the health or safety of persons on or about the Premises; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

(e) Improvements mean any buildings, structures and other improvements (if any) presently or hereafter located on the Premises.

(f) Indemnatee means the Agency, its successors and assigns, and their respective officers, directors, employees, agents, representatives, contractors and subcontractors.

(g) Release has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), and the regulations promulgated thereunder.

2. REPRESENTATIONS AND WARRANTIES: The Company represents and warrants to the Agency that to the best of the Company's knowledge, information and belief:

(a) Neither the Premises nor, any property adjacent to or within the immediate vicinity of the Premises is being or has been used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products.

(b) Underground storage tanks are not and have not been located on the Premises, except as set forth in Schedule "B" hereto.

(c) The soil, subsoil, bedrock, surface water and groundwater of the Premises are free of any Hazardous Substances.

(d) There has been no Release nor is there the threat of a Release of any Hazardous Substance on, at or from the Premises, or any property adjacent to or within the immediate vicinity of the Premises which through soil, subsoil, bedrock, surface water or groundwater migration could come to be located on the Premises, and the Company has not received any form of notice or inquiry from any federal, state or local governmental agency or authority, any operator, tenant, subtenant, licensee or occupant of the Premises or any property adjacent to or within the immediate vicinity of the Premises or any other person with regard to a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises.

(e) All Environmental Permits necessary for the acquisition, construction, equipping, use or operation of the Premises have been obtained and are in full force and effect.

(f) No event has occurred with respect to the Premises which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable

Environmental Law or non-compliance with any Environmental Permit.

(g) There are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Premises which require any change in the present condition of the Premises or any work, repairs, construction, containment, clean-up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Premises.

(h) There are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (ii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises or (iii) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof.

3. COVENANTS OF COMPANY: The Company covenants and agrees with the Agency as follows:

(a) The Company shall keep, and shall cause all operators, tenants, subtenants, licensees and occupants of the Premises to keep, the Premises free of all Hazardous Substances and shall not cause or permit the Premises or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substances.

(b) The Company shall comply with, and shall cause all operators, tenants, subtenants, licensees and occupants of the Premises to comply with, all applicable Environmental Laws, and shall obtain and comply with, and shall cause all operators, tenants, subtenants, licensees and occupants of the Premises to obtain and comply with, all Environmental Permits.

(c) The Company shall not cause or permit any change to be made in the present or intended use of the Premises which would (i) involve the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or the use of the Premises as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products, except solely in regards to the storage of petroleum or petroleum based products, such use is permitted by law and all relevant permits, registrations and/or certificates are obtained and maintained by the Company for such storage, (ii) violate any applicable Environmental Law, (iii) constitute non-compliance with any Environmental

Permit or (iv) increase the risk of a Release of any Hazardous Substance.

(d) The Company shall promptly provide the Agency with a copy of all notifications which the Company gives or receives with respect to any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises.

(e) The Company shall undertake and complete all investigations, studies, sampling and testing and all removal and other remedial actions necessary to contain, remove and clean up all Hazardous Substances that are determined to be present at the Premises in accordance with all applicable Environmental Laws and all Environmental Permits.

(f) The Company shall at all times allow the Agency and its officers, employees, agents, representatives, contractors and subcontractors reasonable access to the Premises for the purposes of ascertaining site conditions, including, but not limited to, subsurface conditions.

(g) If at any time the Agency obtains any evidence or information which suggests that potential environmental problems may exist at the Premises, the Agency may require that a full or supplemental environmental inspection and audit report with respect to the Premises of a scope and level of detail satisfactory to the Agency be prepared by an environmental engineer or other qualified person acceptable to the Agency, at the Company's expense. Said audit may include a physical inspection of the Premises, a visual inspection of any property adjacent to or within the immediate vicinity of the Premises, personnel interviews and a review of all Environmental Permits. If the Agency requires, such inspection shall also include a records search and/or subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and other remedial actions, using methods recommended by the engineer or other person who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities.

(h) Attached hereto as Schedule "C" is a complete list of all Environmental Permits presently required for the ownership, use or operation of the Premises and the businesses located thereon. The Company agrees to notify the Agency of any additions, deletions, or modifications of any Environmental Permits and the list thereof. Upon written request of the Agency, the Company shall furnish true and complete copies of all Environmental Permits.

4. INDEMNIFICATION PROVISIONS: The Company and the Indemnitors hereby jointly and severally covenant and agree, at their sole cost and expense, to indemnify, protect, defend, and save harmless each and every Indemnitee from and against any and all damages,

losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees for attorneys and experts selected by the Indemnitee, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any Indemnitee relating to, resulting from or arising out of (a) the use of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products, (b) the presence or claimed presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, (c) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, (d) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof, (e) a violation of any applicable Environmental Law, (f) non-compliance with any Environmental Permit, (g) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Company in this Agreement, and (h) the designation by the New York State Department of Environmental Conservation, the United States Environmental Protection Agency or any other governmental authority of the Agency as a party responsible or potentially responsible for the remediation of any condition on the Premises (collectively, the "Indemnified Matters").

The liability of the Company and the Indemnitors to each Indemnitee hereunder shall be perpetual and shall survive, and shall in no way be limited, abridged, impaired or otherwise affected, by (i) any amendment or modification of any of the documents (a) entered into in connection with any prospective indebtedness associated with the Premises as approved by the Agency (the "Loan Documents") or (b) otherwise entered into in connection with the Financial Assistance (the "Agency Documents") by or for the benefit of the Agency, any lender, or any subsequent owner of the Premises, (ii) any extensions of time for payment or performance required by any of the Loan Documents or the Agency Documents, (iii) the release of the Company, any Indemnitor, any guarantor of any of the indebtedness associated with the Financial Assistance, or any other person, from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents, the Agency Documents or this Agreement by operation of law, the lender's or Agency's voluntary act or otherwise, (iv) the invalidity or unenforceability of any of the terms or provisions of the Loan Documents or the Agency Documents, (v) any exculpatory provision contained in any of the Loan Documents or the Agency Documents limiting the lender's or the Agency's recourse to property encumbered by a mortgage or to any other security, (vi) any applicable statute of limitations, (vii) any investigation or inquiry conducted by or on the behalf of the Agency or any other Indemnitee or any information which the Agency or any other Indemnitee may have or obtain with respect to the environmental or ecological condition of the Premises, (viii) the sale or assignment of any indebtedness associated with the Financial Assistance or the foreclosure of any mortgage, (ix) the sale, transfer or conveyance of all or part of the Premises, (x) the dissolution or liquidation of the Company, (xi) the death or legal incapacity of any Indemnitor,

(xii) the release or discharge, in whole or in part, of the Company or any Indemnitor in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, (xiii) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Company under any bond, note or mortgage entered into in connection with the Financial Assistance or of any Indemnitor under this Agreement, (xiv) the expiration or termination of any lease between the Agency and the Company or any other person with respect to the Financial Assistance (the "Lease"), or (xv) the reconveyance of title to the Premises by the Agency to the Company or any other person, whether in accordance with the terms of the Lease, by foreclosure or deed in lieu of foreclosure, sale or otherwise.

The indemnification agreement contained herein is wholly independent of and in addition to any indemnification agreement heretofore given to the Agency or any other Indemnitee, as part of the application process for the Financial Assistance or otherwise.

5. AGENCY'S LIMITED ROLE: Under no circumstances shall the Agency's limited involvement herein be deemed to be (because it is not) participating in the management or participating in the development of the Premises as those terms are used in N.Y. Environmental Conservation Law ("ECL") Section 27-1323. The Agency's limited involvement herein resulted from its acquiring a nominal interest in the Premises in the exercise of its statutory purposes and for no other reason, and such acquisition was undertaken under circumstances where it amounts to an involuntary acquisition as that term is defined under ECL Section 27-1323.

6. GOVERNING LAW: This Agreement shall be governed by, construed in accordance with and enforceable under the laws of the State of New York.

7. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

8. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the Company, its successors and assigns, all subsequent owners of the Premises, the Indemnitors and their respective successors, assigns, executors, administrators, legal representatives, distributees and fiduciaries and shall inure to the benefit of each Indemnitee.

9. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY CAUSE OF ACTION DIRECTLY OR INDIRECTLY INVOLVING THE TERMS, COVENANTS OR CONDITIONS OF THIS AGREEMENT OR THE PREMISES, OR ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Environmental Compliance Agreement]

IN WITNESS WHEREOF, the Company and the Indemnitors (if any) have caused this Agreement to be duly executed as of the day and year first above written.

COMPANY:

LEGOLAND NEW YORK LLC

By:



Brian Shaw
Vice President and Manager

INDEMNITORS:

By: _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

SS.: *see attached*

On the ____ day of February in the year 2018, before me, the undersigned, personally appeared **Brian Shaw**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ORANGE)

SS.:

On the ____ day of _____ in the year 2018, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

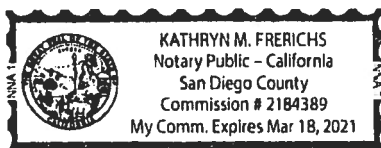
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Diego
 On February 22, 2018 before me, Kathryn M. Frerichs, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Brian Shaw
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(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 authorized capacity~~(ies)~~, and that by his her their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathryn M. Frerichs
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

SCHEDULE "A"

Legal Description of Leased Premises

[SEE ATTACHED PAGES]

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

John J. O'Rourke, P.E., Principal
David E. Higgins, P.E., Principal

John D. Russo, P.E., Principal
John Queenan, P.E., Principal
Rodney C. Knowlton, L.S., Principal

John Lano, P.E., L.S.
Arthur R. Tully, P.E.

DESCRIPTION
LANDS OF FINI BROTHERS
TO BE CONVEYED TO
LEGOLAND NEW YORK LLC
TOWN OF GOSHEN
ORANGE COUNTY, NEW YORK

OCTOBER 13, 2017

All that certain plot, piece, or parcel of land situate in the Town of Goshen, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point lying on the southwesterly line of New York State Route 17 said point being the easterly corner of lands herein described and the northerly corner of lands now or formerly Hopper;

THENCE running along the northwesterly line of lands of said Hopper being a portion of the southeasterly line of lands herein described,

- (1) South 40 degrees, 01' 59" West, as per Grid North State Plane Coordinate System of New York East, a distance of 73.82 feet, to a point being the westerly corner of lands of said Hopper and the northerly corner of lands now or formerly Town of Goshen;

THENCE running along the northwesterly line of lands of said Town of Goshen and continuing along the northwesterly line of Gumwood Drive and the northwesterly line of County of Orange, being a portion of the southeasterly line of lands herein described,

- (2) South 37 degrees, 45' 18" West, a distance of 1,805.17 feet, to a point being a westerly corner of lands of said County of Orange;

THENCE running along a southwesterly line of lands of said County of Orange being a northeasterly line of lands herein described,

- (3) South 51 degrees, 32' 37" East, a distance of 23.21 feet, to a point being an easterly corner of lands herein described;

THENCE running along a northwesterly line of lands of said County of Orange and continuing along a northwesterly line of lands now or formerly Vlietsra, being a southeasterly line of lands herein described,

- (4) South 37 degrees 26' 03" West, a distance of 658.77 feet, to a point being the southerly corner of lands herein described,

THENCE running along a northeasterly line of lands of said Vlietsra and continuing along the northeasterly lines of lands now or formerly Schellenberg, lands now or formerly Fini Brothers, lands now or formerly Town of Goshen,

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(845) 294-3700 • P.O. Box 687, Route 207, Goshen, N.Y. 10924 • FAX (845) 294-8609
www.lanctully.com

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lands now or formerly, Fini Brothers and a portion of lands now or formerly Town of Goshen, being the southwesterly line of lands herein described on the following four (4) courses and distances:

- (5) North 53 degrees, 51' 57" West, a distance of 165.86 feet;
- (6) North 44 degrees, 48' 47" West, a distance of 53.90 feet;
- (7) North 51 degrees, 14' 42" West, a distance of 1,565.14 feet; and
- (8) North 51 degrees, 42' 07" West, a distance of 191.22 feet, to a point at a stonewall corner being the westerly corner of lands herein described and a southerly corner of lands now or formerly Goshen Land Owner, LLC;

THENCE running along a southeasterly line of lands of said Goshen Land Owner, LLC, being a portion of the northwesterly line of lands herein described on the following five (5) courses and distances:

- (9) North 38 degrees, 01' 28" East, a distance of 267.80 feet;
- (10) North 38 degrees, 20' 03" East, a distance of 617.57 feet;
- (11) North 39 degrees, 44' 33" East, a distance 101.29 feet;
- (12) North 37 degrees, 55' 03" East, a distance of 352.23 feet; and
- (13) North 38 degrees, 03' 33" East, a distance of 755.62 feet, to a point being the easterly corner of lands of said Goshen Land Owner, LLC, and the southerly corner of lands now or formerly Carey;

THENCE running along the southeasterly line of lands of said Carey, being a portion of the northwesterly line of lands herein described,

- (14) North 38 degrees, 47' 58" East, a distance of 177.35 feet, to a point being the easterly corner of lands of said Carey, a northerly corner of lands herein described and lying on the southwesterly line of Harriman Drive;

THENCE running along the southwesterly line of said Harriman Drive being a northeasterly line of lands herein described,

- (15) South 52 degrees, 47' 06" East, a distance of 19.81 feet, to a point being the southerly corner of said Harriman Drive;

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THENCE running along the southeasterly line of said Harriman Drive, being a northwesterly line of lands herein described,

- (16) North 39 degrees, 51' 22" East, a distance of 59.57 feet, to a point being the easterly corner of said Harriman Drive, the northerly corner of lands herein described and lying on the southwesterly line of New York State Route 17;

THENCE running along the southwesterly line of said New York State Route 17, being the northeasterly line of lands herein described on the following six (6) courses and distances:

- (17) On a curve to the left, having a radius of 11,582.85 feet, having a radial that bears North 34 degrees, 09' 22" East, an arc length of 189.09 feet, as defined by the Chord South 56 degrees, 18' 41" East, 189.09 feet;
- (18) South 45 degrees, 36' 45" East, a distance of 193.03 feet;
- (19) South 71 degrees, 32' 45" East, a distance of 155.57 feet;
- (20) On a curve to the left, having a radius of 11,582.85 feet, having a radial that bears North 31 degrees, 15' 16" East, an arc length of 167.98 feet, as defined by the Chord South 59 degrees, 09' 40" East, 167.98 feet;
- (21) South 59 degrees, 01' 31" East, a distance of 546.94 feet; and
- (22) On a curve to the right, having a radius of 7,146.19 feet, having a radial that bears South 30 degrees, 59' 13" West, an arc length of 675.03 feet, as defined by the chord South 56 degrees, 18' 25" East, 674.78 feet, to the point or place of BEGINNING;

All as shown on a map entitled "Survey Prepared For LEGOLAND NEW YORK, LLC, Town of Goshen, Orange County, New York", dated October 6, 2017, prepared by Lanc & Tully Engineering and Surveying, P.C.

Containing 108.714 ± acres

Premises herein described being Tax Map Lot No. 58, in Block 1, within Section 11, as shown on the Tax Maps of the Town of Goshen, Orange County, New York dated 2016.

Premises herein described being the same premises as described in Liber 2378 of Deeds at Page 322, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any easements, rights-of-way, covenants or restrictions of record.

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

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David E. Higgins, P.E., Principal

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TOWN OF GOSHEN
ORANGE COUNTY, NEW YORK

OCTOBER 13, 2017

All that certain plot, piece, or parcel of land situate in the Town of Goshen, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point lying on the northwesterly line of Arcadia Road, said point being the southwesterly corner of lands herein described and the easterly corner of lands now or formerly Ellman;

THENCE running along the easterly line of lands of said Ellman, being a southwesterly line of lands herein described on the following three (3) courses and distances:

- (1) North 44 degrees, 26' 57" West, as per Grid North State Plane Coordinate System of New York East, a distance of 438.27 feet;
- (2) North 12 degrees, 40' 33" East, a distance of 26.41 feet; and
- (3) North 39 degrees, 59' 57" West, a distance of 297.28 feet, to a point being the northerly corner of lands of said Ellman and an easterly corner of lands now or formerly Town of Goshen;

THENCE running along a northerly line of lands of said Town of Goshen, being a southerly line of lands herein described,

- (4) North 72 degrees, 20' 33" West, a distance of 200.00 feet, to a point being a southwesterly corner of lands herein described;

THENCE running along a southeasterly line of lands of said Town of Goshen being a northwesterly line of lands herein described,

- (5) North 56 degrees, 51' 51" East, a distance of 202.17 feet, to a point being the northeasterly corner of lands of said Town of Goshen;

THENCE running along a northeasterly line of lands of said Town of Goshen, being a southwesterly line of lands herein described;

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- (6) On a curve to the left, having a radius of 575.00 feet, an arc length of 84.06 feet, as defined by the chord North 65 degrees, 04' 41" West, 83.98 feet to a point being the northerly corner of lands of said Town of Goshen;

THENCE running along a northwesterly line of lands of said Town of Goshen, being a southeasterly line of lands herein described,

- (7) South 56 degrees, 51' 51" West, a distance of 211.45 feet, to a point being a southeasterly corner of lands herein described;

THENCE running along a northerly line of lands of said Town of Goshen, being a southerly line of lands herein described,

- (8) North 75 degrees, 14' 36" West, a distance of 107.08 feet, to a point being a northerly corner of lands of said Town of Goshen;

THENCE running along a northwesterly line of lands of said Town of Goshen, being a southeasterly line of lands herein described,

- (9) South 32 degrees, 43' 56" West, a distance of 153.00 feet, to a point being a southerly corner of lands herein described;

THENCE running along a northeasterly line of lands of said Town of Goshen, being a southwesterly line of lands herein described,

- (10) North 51 degrees, 52' 57" West, a distance of 150.00 feet, to a point being a northerly corner of lands of said Town of Goshen;

THENCE running along a northwesterly line of lands of said Town of Goshen, being a southeasterly line of lands herein described on the following two (2) courses and distances:

- (11) On a curve to the right having a radius of 345.00 feet, an arc length of 21.66 feet, as defined by the chord South 41 degrees, 25' 38" West, 21.65 feet to a point of tangency; and

- (12) South 43 degrees, 13' 33" West, a distance of 55.27 feet, to a point being a westerly corner of lands of said Town of Goshen;

THENCE running along a southwesterly line of lands of said Town of Goshen, being a northeasterly line of lands herein described,

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- (13) South 51 degrees, 52' 28" East, a distance of 147.36 feet, to a point being an easterly corner of lands herein described;

THENCE running along a northwesterly line of lands of said Town of Goshen, being a southeasterly line of lands herein described,

- (14) South 42 degrees, 58' 13" West, a distance of 609.54 feet, to a point being the westerly corner of lands of said Town of Goshen, the southerly corner of lands herein described and lying on the northeasterly line of lands now or formerly Ellman;

THENCE running along a portion of the northeasterly line of lands of said Ellman, being the southwesterly line of lands herein described on the following three (3) courses and distances:

- (15) North 51 degrees, 21' 17" West, a distance of 335.67 feet;
(16) North 52 degrees, 57' 27" West, a distance of 212.06 feet; and
(17) North 51 degrees, 20' 37" West, a distance of 287.97 feet, to a point being a westerly corner of lands herein described and a southerly corner of lands now or formerly Goshen Land Owner, LLC;

THENCE running along a portion of a southeasterly line of lands of said Goshen Land Owner, LLC, being a northwesterly line of lands herein described,

- (18) North 37 degrees, 39' 13" East, a distance of 605.68 feet, to a point being a northerly corner of lands herein described and a westerly corner of lands now or formerly Town of Goshen;

THENCE running along a southwesterly line of lands of said Town of Goshen, being a northeasterly line of lands herein described,

- (19) South 51 degrees, 52' 28" East, a distance of 187.79 feet, to a point being the southerly corner of lands of said Town of Goshen;

THENCE running along the southeasterly line of lands of said Town of Goshen, being a northwesterly line of lands herein described,

- (20) On a curve to the left having a radius of 975.00 feet, an arc length of 76.69 feet, as defined by the chord North 40 degrees, 43' 53" East, 76.67 feet to a point being the easterly corner of lands of said Town of Goshen;

THENCE running along the northeasterly line of lands of said Town of Goshen, being a southwesterly line of lands herein described on the following two (2) courses and distances:

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- (21) North 51 degrees, 52' 57" West, a distance of 716.88 feet; and
- (22) North 52 degrees, 52' 17" West, a distance of 547.92 feet, to a point being the northerly corner of lands of said Town of Goshen;

THENCE running along the northwesterly line of lands of said Town of Goshen, being a southeasterly line of lands herein described,

- (23) South 36 degrees, 54' 43" West, a distance of 30.28 feet, to a point being the westerly corner of lands of said Town of Goshen, a southerly corner of lands herein described and lying on a northeasterly line of lands now or formerly Goshen Land Owner, LLC;

THENCE running along a portion of a northeasterly line of lands of said Goshen Land Owner, LLC, being a southwesterly line of lands herein described,

- (24) North 51 degrees, 16' 37" West, a distance of 50.02 feet, to a point being a westerly corner of lands herein described and the southerly corner of lands now or formerly Town of Goshen;

THENCE running along the southeasterly line of lands of said Town of Goshen, being a northwesterly line of lands herein described on the following two (2) courses and distances:

- (25) North 36 degrees, 54' 43" East, a distance of 154.22 feet, to a point of curvature; and
- (26) On a curve to the left, having a radius of 25.00 feet, an arc length of 39.27 feet, as defined by the chord North 08 degrees, 05' 18" West, 35.36 feet to a point being the northeasterly corner of lands of said Town of Goshen;

THENCE running along a northwesterly line of lands of said Town of Goshen, being a southeasterly line of lands herein described,

- (27) South 53 degrees, 36' 17" West, a distance of 156.67 feet, to a point being a southerly corner of lands herein described;

THENCE running along a northeasterly line of lands of said Town of Goshen, being a southwesterly line of lands herein described on the following two (2) courses and distances:

- (28) North 52 degrees, 52' 17" West, a distance of 701.14 feet; and

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- (29) North 54 degrees, 36' 47" West, a distance of 115.43 feet, to a point being a northwesterly and southeasterly corner of lands of said Town of Goshen, the westerly corner of lands herein described and lying on a northeasterly line of lands now or formerly Goshen Land Owner, LLC;

THENCE running along the easterly line of lands of said Town of Goshen, being the westerly line of lands herein described,

- (30) North 13 degrees, 34' 59" East, a distance of 597.03 feet, to a point being the northeasterly corner of lands of said Town of Goshen and lying on a southeasterly line of lands now or formerly Goshen Land Owner, LLC;

THENCE running along a portion of a southeasterly line of lands of said Goshen Land Owner, LLC, being a northwesterly line of lands herein described,

- (31) North 33 degrees, 52' 33" East, a distance of 122.34 feet;

THENCE running along a portion of an easterly line of lands of said Goshen Land Owner, LLC, being a westerly line of lands herein described on the following three (3) courses and distances:

- (32) North 09 degrees, 32' 13" East, a distance of 54.46 feet;
(33) North 12 degrees, 30' 23" East, a distance of 173.94 feet; and
(34) North 09 degrees, 56' 43" East, a distance of 26.14 feet, to a point being a northwesterly corner of lands herein described and the southwesterly corner of lands now or formerly Town of Goshen;

THENCE running along the southeasterly line of lands of said Goshen, being the northwesterly line of lands herein described,

- (35) North 59 degrees, 07' 25" East, a distance of 477.19 feet, to a point being the easterly corner of said Town of Goshen, the northerly corner of lands herein described and lying on the southwesterly line of lands now or formerly Fini Brothers;

THENCE running along a portion of the southwesterly line of lands of said Fini Brothers, being a northeasterly line of lands herein described,

- (36) South 51 degrees, 14' 42" East, a distance of 1,402.66 feet, to a point being an easterly corner of lands herein described and the northerly corner of lands now or formerly Town of Goshen;

THENCE running along the northwesterly line of lands of said Town of Goshen, being a southeasterly line of lands herein described,

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- (37) South 53 degrees, 39' 39" West, a distance of 166.66 feet, to a point being the westerly corner of lands of said Town of Goshen;

THENCE running along the southwesterly line of lands of said Town of Goshen, being a northeasterly line of lands herein described,

- (38) South 51 degrees, 48' 17" East, a distance of 51.88 feet, to a point being the southerly corner of lands of said Town of Goshen;

THENCE running along the southeasterly line of lands of said Town of Goshen, being a northwesterly line of lands herein described,

- (39) North 53 degrees, 39' 39" East, a distance of 166.13 feet, to a point being a northerly corner of lands herein described and lying on a southwesterly line of lands now or formerly Fini Brothers;

THENCE running along a portion of a southwesterly line of lands of said Fini Brothers, being a northeasterly line of lands herein described on the following three (3) courses and distances:

- (40) South 51 degrees, 14' 42" East, a distance of 78.36 feet;
(41) South 44 degrees, 48' 47" East, a distance of 53.90 feet; and
(42) South 53 degrees, 51' 57" East, a distance of 37.94 feet, to a point being the easterly corner of lands herein described and the northerly corner of lands now or formerly Schellenberg,

THENCE running along the northwesterly line of lands of said Schellenberg, and continuing along a northwesterly line of Wedgewood Drive East, being a southeasterly line of lands herein described,

- (43) South 35 degrees, 59' 42" West, a distance of 178.86 feet, to a point being the westerly corner of said Wedgewood Drive East;

THENCE running along the centerline of said Wedgewood Drive East, being a northeasterly line of lands herein described,

- (44) On a curve to the left having a radius of 500.00 feet, an arc length of 51.07 feet, as defined by the chord South 56 degrees, 55' 58" East, 51.05 feet to a point being an easterly corner of lands herein described;

THENCE running along a northwesterly line of said Wedgewood Drive East and continuing along the northwesterly line of lands now or formerly Berger, being a southeasterly line of lands herein described,

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- (45) South 30 degrees, 08' 26" West, a distance of 232.28 feet, to a point being the westerly corner of lands of said Berger, a southeasterly corner of lands herein described and lying on the northerly line of lands now or formerly Office of Dev Disabilities,

THENCE running along a portion of the northerly line of lands of said Office of Dev Disabilities, being a southerly line of lands herein described,

- (46) North 72 degrees, 32' 59" West, a distance of 34.13 feet, to a point being the northwesterly corner of lands of said Office of Dev Disabilities;

THENCE running along the westerly line of lands of said Office of Dev Disabilities and continuing along the westerly line of lands now or formerly Ezra, being a portion of an easterly line herein described,

- (47) South 19 degrees, 06' 55" West, a distance of 196.31 feet, to a point being the southwesterly corner of lands of said Ezra and the northwesterly corner of lands now or formerly Gallo;

THENCE running along the westerly line of lands of said Gallo, being a portion of an easterly line of lands herein described,

- (48) South 23 degrees, 47' 15" West, a distance of 91.54 feet, to a point being the southwesterly corner of lands of said Gallo;

THENCE running along the southwesterly line of lands of said Gallo and continuing along a southwesterly line of Redwood Drive, being a northeasterly line of lands herein described,

- (49) South 66 degrees, 12' 45" East, a distance of 203.50 feet, to a point being an easterly corner of lands herein described;

THENCE running along the centerline of said Redwood Drive, being a southeasterly line of lands herein described,

- (50) On a curve to the right, having a radius of 1,400.00 feet, an arc length of 43.28 feet, as defined by the chord, South 24 degrees, 40' 23" West, 43.28 feet to a point being a westerly corner of Redwood Drive;

THENCE running along a southwesterly line of said Redwood Drive and continuing along the southwesterly line of lands now or formerly Reid, being a northeasterly line of lands herein described,

- (51) South 64 degree, 26' 29" East, a distance of 169.52 feet, to a point being the southerly corner of lands of said Reid and an easterly corner of lands herein described, said point also being the westerly corner of lands now or formerly White and the northerly corner of lands now or formerly Greene;

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THENCE running along the westerly line of lands of said Greene, being an easterly line of lands herein described,

- (52) South 13 degrees, 11' 46" West, a distance of 157.00 feet, to a point being the southwesterly corner of lands of said Green, the northerly corner of lands now or formerly Muriel;

THENCE running along the northwesterly line of lands of said Muriel, being a southeasterly line of lands herein described,

- (53) South 52 degrees, 11' 41" West, a distance of 140.19 feet, to a point being the westerly corner of lands of said Muriel;

THENCE running along the southwesterly line of lands of said Muriel and continuing along the southwesterly line of lands now or formerly Maldonado, being a northeasterly line of lands herein described,

- (54) South 53 degrees, 05' 17" East, a distance of 300.00 feet, to a point being the southerly corner of lands of said Maldonado;

THENCE running along the southeasterly line of lands of said Maldonado, and continuing along the southeasterly lines of lands now or formerly Favorule and lands now or formerly Girvey, being a northwesterly line of lands herein described on the following two (2) courses and distances:

- (55) North 36 degrees, 54' 43" East, a distance of 100.00 feet; and
(56) North 53 degrees, 27' 54" East, a distance of 264.73 feet, to a point being the easterly corner of lands of said Girvey, the southwesterly corner of lands now or formerly Fitzsimmons;

THENCE running along the southerly line of lands of said Fitzsimmons and continuing along the southerly lines of lands now or formerly Rojas, lands now or formerly Norris, lands now or formerly GRMO Realty, LLC and lands now or formerly Tito, being a portion of a northerly line of lands herein described,

- (57) South 74 degrees, 04' 29" East, a distance of 519.43 feet, to a point being the southeasterly corner of lands of said Tito and the southwesterly corner of lands now or formerly Gavilanez;

THENCE running along the southeasterly line of lands of said Gavilanez and continuing along the southeasterly line of lands now or formerly Porco, being a northwesterly line of lands herein described on the following two (2) courses and distances:

- (58) South 84 degrees, 19' 46" East, a distance of 143.55 feet; and

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- (59) North 66 degrees, 45' 37" East, a distance of 81.22 feet, to a point being the easterly corner of lands of said Porco and the southwesterly corner of lands now or formerly Mooney;

THENCE running along the southerly line of lands of said Mooney being a northerly line of lands herein described,

- (60) South 69 degrees, 46' 46" East, a distance of 117.91 feet, to a point being the southeasterly corner of lands of said Mooney and the westerly corner of Whitewood Drive;

THENCE running along the southerly line of said Whitewood Drive, being a portion of a northerly line of lands herein described,

- (61) South 84 degrees, 26' 01" East, a distance of 53.52 feet, to a point being the southeasterly corner of said Whitewood Drive and the southwesterly corner of lands now or formerly Santagelo;

THENCE running along the southwesterly line of lands of said Santagelo and continuing along the southwesterly line of lands now or formerly Stover, being a northeasterly line of lands herein described,

- (62) South 65 degrees, 26' 29" East, a distance of 218.92 feet, to a point being the southerly corner of lands of said Stover, an easterly corner of lands herein described and a northerly corner of lands now or formerly Town of Goshen;

THENCE running along the northwesterly line of lands of said Town of Goshen, being a southeasterly line of lands herein described on the following four (4) courses and distances:

- (63) South 48 degrees, 04' 21" West, a distance of 151.97 feet;
(64) South 61 degrees, 00' 25" West, a distance of 258.26 feet;
(65) South 58 degrees, 27' 34" West, a distance of 140.81 feet; and
(66) South 51 degrees, 29' 56" West, a distance of 209.15 feet, to a point being the westerly corner of lands of said Town of Goshen;

THENCE running along the southwesterly line of lands of said Town of Goshen, being the northeasterly line of lands herein described,

- (67) On a curve to the right, having a radius of 625.00 feet, an arc length of 81.83 feet, as defined by the chord, South 57' 51' 49" East, 81.77 feet to a point being the southerly corner of lands of said Town of Goshen;

THENCE running along a southeasterly line of lands of said Town of Goshen, being a northwesterly line of lands herein described on the following two (2) courses and distances:

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(68) North 56 degrees, 50' 56" East, a distance of 359.12 feet; and

(69) North 66 degrees, 29' 07" East, a distance of 413.89 feet, to a point being a northerly corner of lands herein described;

THENCE running along a southwesterly line of lands of said Town of Goshen, being a northeasterly line of lands herein described,

(70) South 41 degrees, 17' 09" East, a distance of 124.00 feet, to a point being a southerly corner of lands of said Town of Goshen;

THENCE running along a portion of a southeasterly line of lands of said Town of Goshen, being a northwesterly line of lands herein described,

(71) North 48 degrees, 42' 51" East, a distance of 54.26 feet, to a point being a northerly corner of lands herein described and the westerly corner of Wedgewood Drive West;

THENCE running along the southwesterly line of said Wedgewood Drive West, being a northeasterly line of lands herein described,

(72) South 41 degrees, 17' 09" East, a distance of 50.00 feet, to a point being the southerly corner of said Wedgewood Drive West and an easterly corner of lands herein described, said point also being the westerly corner of lands now or formerly Delgado and the northerly corner of lands now or formerly Town of Goshen;

THENCE running along the northwesterly line of lands of said Town of Goshen, being a southeasterly line of lands herein described,

(73) South 48 degrees, 42' 51" West, a distance of 54.29 feet, to a point being the westerly corner of lands of said Town of Goshen;

THENCE running along the southwesterly line of lands of said Town of Goshen, being a northeasterly line of lands herein described,

(74) South 26 degrees, 04' 52" East, a distance of 373.49 feet, to a point being the southerly corner of lands of said Town of Goshen, the easterly corner of lands herein described and lying on the northwesterly line of Arcadia Road;

THENCE running along the northwesterly line of said Arcadia Road, being the southeasterly line of lands herein described on the following two (2) courses and distances:

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(75) South 41 degrees, 02' 43" West, a distance of 158.72 feet; and

(76) South 39 degrees, 37' 03" West, a distance of 671.34 feet, to the point or place of BEGINNING;

All as shown on a map entitled "Survey Prepared For LEGOLAND NEW YORK, LLC, Town of Goshen, Orange County, New York", dated October 10, 2017, prepared by Lanc & Tully Engineering and Surveying, P.C.

Excepting from said parcel as described above, a certain parcel of land being more particularly bounded and described as follows:

Beginning at a point being the easterly corner of lands herein described, said point being North 51 degrees, 52' 57" West, as per Grid North State Plane Coordinate System of New York East, 50.02 feet from a point being the northerly corner of lands now or formerly Town of Goshen, said point being the terminus of the previously described course No. 10;

THENCE, from said point of beginning lying within the previously described parcel, on the following five (5) courses and distances:

- (1) On a curve to the left, having a radius of 295.00 feet, an arc length of 17.20 feet, as defined by the chord South 41 degrees, 33' 19" West, 17.20 feet to a point of tangency;
- (2) South 43 degrees, 13' 33" West, a distance of 59.73 feet, to a point being the southerly corner of lands herein described;
- (3) North 51 degrees, 52' 28" West, a distance of 456.58 feet, to a point being the westerly corner of lands herein described;
- (4) On a curve to the left, having a radius of 1,025.00 feet, an arc length of 76.69 feet, as defined by the chord North 40 degrees, 36' 14" East, 76.67 feet to a point being the northerly corner of lands herein described; and
- (5) South 51 degrees, 52' 57" East, a distance of 459.61 feet, to the point or place of BEGINNING;

All as shown as lands now or formerly Town of Goshen, Tax Lot No. 11-1-63, on the previously mentioned map.

Excepting from said parcel as described above, a certain parcel of land being more particularly bounded and described as follows:

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Beginning at a point being the easterly corner of lands herein described, said point being South 52 degrees, 07' 53" West, as per Grid North State Plane Coordinate System of New York East, 51.52 feet from a point being the westerly corner of lands now or formerly Town of Goshen, said point being the terminus of the previously described course No. 37;

THENCE, from said point of beginning lying within the previously described parcel, on the following four (4) courses and distances:

- (1) South 53 degrees, 51' 48" West, a distance of 927.62 feet, to a point being the southerly corner of lands herein described;
- (2) North 53 degrees, 05' 17" West, a distance of 104.55 feet, to a point being the westerly corner of lands herein described;
- (3) North 53 degrees, 51' 48" East, a distance of 930.03 feet, to a point being the northerly corner of lands herein described; and
- (4) South 51 degrees, 49' 05" East, a distance of 103.87 feet, to the point or place of BEGINNING;

All as shown as lands now or formerly Town of Goshen, Tax Lot No. 11-1-66 on the previously mentioned map.

Containing (excluding exception parcels) 103.583 ± acres

Premises herein described being Lot No. 49.2, in Block 1, within Section 11, as shown on the Tax Maps of the Town of Goshen, Orange County, New York dated 2016.

Premises herein described being the same premises as described in Liber 2521 of Deeds at Page 105, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any easements, rights-of-way, covenants or restrictions of record.

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

John J. O'Rourke, P.E., Principal
David E. Higgins, P.E., Principal

John D. Russo, P.E., Principal
John Queenan, P.E., Principal
Rodney C. Knowlton, L.S., Principal

John Lanc, P.E., L.S.
Arthur R. Tully, P.E.

DESCRIPTION

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**LANDS OF GOSHEN LAND OWNER, LLC
TO BE CONVEYED TO
LEGOLAND NEW YORK LLC
TOWN OF GOSHEN
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All that certain plot, piece, or parcel of land situate in the Town of Goshen, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point lying on the southwesterly line of Harriman Drive, said point being an easterly corner of lands herein described and the northerly corner of lands now or formerly Carey;

THENCE running along the northwesterly line of lands of said Carey, being a southeasterly line of lands herein described,

- (1) South 48 degrees, 33' 41" West, as per Grid North State Plane Coordinate System of New York East, a distance of 182.28 feet, to a point being the westerly corner of lands of said Carey;

THENCE running along the southwesterly line of lands of said Carey, being a northeasterly line of lands herein described,

- (2) South 53 degrees, 10' 19" East, a distance of 212.42 feet, to a point being the southerly corner of lands of said Carey, an easterly corner of lands herein described and lying on the northwesterly line of lands now or formerly Fini Brothers;

THENCE running along a portion of the northwesterly line of lands of said Fini Brothers, being the southeasterly line of lands herein described on the following five (5) courses and distances:

- (3) South 38 degrees, 03' 33" West, a distance of 755.62 feet;
(4) South 37 degrees, 55' 03" West, a distance of 352.23 feet;
(5) South 39 degrees, 44' 33" West, a distance of 101.29 feet;
(6) South 38 degrees, 20' 03" West, a distance of 617.57 feet; and
(7) South 38 degrees, 01' 28" West, a distance of 267.80 feet, to a point being the westerly corner of lands of said Fini Brothers, the southerly corner of lands herein described and lying on the northeasterly line of lands now or formerly Town of Goshen;

(845) 294-3700 • P.O. Box 687, Route 207, Goshen, N.Y. 10924 • FAX (845) 294-8609
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THENCE running along a portion of the northeasterly line of lands of said Town of Goshen, being a portion of the southwesterly line of lands herein described,

- (8) North 51 degrees, 42' 07" West, a distance of 178.26 feet, to a point being the northerly corner of lands of said Town of Goshen and the easterly corner of lands now or formerly Goshen Land Owner, LLC;

THENCE running along a northeasterly line of lands of said Goshen Land Owner, LLC, being a portion of the southwesterly line of lands herein described,

- (9) North 54 degrees, 09' 30" West, a distance of 375.55 feet, to a point being the northerly corner of lands of said Goshen Land Owner, LLC and the easterly corner of lands now or formerly PCC Reservoir, LLC;

THENCE running along the northeasterly line of lands of said PCC Reservoir, LLC, being a portion of the southwesterly line of lands herein described,

- (10) North 50 degrees, 44' 26" West, a distance of 579.51 feet, to a point being the northerly corner of lands of said PCC Reservoir, LLC and the easterly corner of lands now or formerly Serdarevic;

THENCE running along the northeasterly line of lands of said Serdarevic, being a portion of the southwesterly line of lands herein described,

- (11) North 51 degrees, 36' 48" West, a distance of 863.44 feet, to a point being the northerly corner of lands of said Serdarevic, the westerly corner of lands herein described and lying on the southeasterly line of lands now or formerly Schwartz;

THENCE running along a portion of the southeasterly line of lands of said Schwartz, being a northwesterly line of lands herein described,

- (12) North 38 degrees, 06' 28" East, a distance of 532.38 feet, to a point being the easterly corner of lands of said Schwartz;

THENCE running along a portion of the northeasterly line of lands of said Schwartz, being a southwesterly line of lands herein described,

- (13) North 51 degrees, 10' 38" West, a distance of 10.75 feet, to a point being a westerly corner of lands herein described and the southerly corner of lands now or formerly Elant at Goshen, Inc., said point also being a southerly corner of the Village of Goshen;

DESCRIPTION
LANDS OF GOSHEN LAND OWNER, LLC
TO BE CONVEYED TO
LEGOLAND NEW YORK LLC
TOWN OF GOSHEN
ORANGE COUNTY, NEW YORK

OCTOBER 18, 2017

THENCE running along an easterly line of lands of said Elant at Goshen, Inc., being a northwesterly line of lands herein described, said line being a southeasterly line of said Village of Goshen, on the following three (3) courses and distances:

- (14) North 36 degrees, 46' 12" East, a distance of 364.73 feet;
- (15) North 36 degrees, 43' 12" East, a distance of 299.88 feet; and
- (16) North 35 degrees, 43' 42" East, a distance of 352.56 feet, to a point being the easterly corner of lands of said Elant at Goshen, Inc. and a easterly corner of said Village of Goshen;

THENCE running along a portion of the northeasterly line of lands of said Elant at Goshen, Inc., being a southwesterly line of lands herein described, said line being a northeasterly line of said Village of Goshen,

- (17) North 51 degrees, 37' 20" West, a distance of 26.38 feet, to a point being a westerly corner of lands herein described and the southerly corner of lands now or formerly Lifestyle Concepts, LLC;

THENCE running along the southeasterly line of lands of said Lifestyle Concepts, LLC, being a northwesterly line of lands herein described, said line being a southeasterly line of said Village of Goshen,

- (18) North 35 degrees, 37' 17" East, a distance of 664.50 feet, to a point being the easterly corner of lands of said Lifestyle Concepts, LLC, the northerly corner of lands herein described and lying on the southwesterly line of Harriman Drive;

THENCE running along the southwesterly line of said Harriman Drive, being the northeasterly line of lands herein described on the following six (6) courses and distances:

- (19) South 55 degrees, 02' 40" East, a distance of 513.79 feet;
- (20) South 53 degrees, 51' 52" East, a distance of 1,002.46 feet;
- (21) South 57 degrees, 30' 13" East, a distance of 133.62 feet;
- (22) South 52 degrees, 34' 33" East, a distance of 117.71 feet;
- (23) South 40 degrees, 05' 29" East, a distance of 115.43 feet; and
- (24) South 52 degrees, 45' 59" East, a distance of 37.98 feet, to the point or place of BEGINNING;

DESCRIPTION
LANDS OF GOSHEN LAND OWNER, LLC
TO BE CONVEYED TO
LEGOLAND NEW YORK LLC
TOWN OF GOSHEN
ORANGE COUNTY, NEW YORK

OCTOBER 18, 2017

All as shown on a map entitled "Survey Prepared For LEGOLAND NEW YORK, LLC, Town of Goshen, Orange County, New York", dated October 6, 2017, prepared by Lanc & Tully Engineering and Surveying, P.C.

Containing 104.887 ± acres

Premises herein described being Tax Map Lot No. 46, in Block 1, within Section 11, as shown on the Tax Maps of the Town of Goshen, Orange County, New York dated 2016.

Premises herein described being the same premises as described in Liber 13837 of Deeds at Page 1101, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any easements, rights-of-way, covenants or restrictions of record.

HILL-N-DALE ABSTRACTERS, INC.
20 SCOTCHTOWN AVENUE
P.O. BOX 547
GOSHEN, NEW YORK 10924
(845) 294-5110
FAX (845) 294-9581

SCHEDULE A

DESCRIPTION

PORTION OF LANDS OF PCC RESERVOIR, LLC
TO BE CONVEYED TO LEGOLAND NEW YORK, LLC
TOWN OF GOSHEN
ORANGE COUNTY, NEW YORK

All that certain plot, piece, or parcel of land situate in the Town of Goshen, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point being the northerly corner of lands herein described, said point being an easterly corner of lands now or formerly Serdarevic and lying on a southwesterly line of lands now or formerly Goshen Land Owner, LLC;

THENCE running along a portion of a southwesterly line of lands of said Goshen Land Owner, LLC, being the northeasterly line of lands herein described,

- (1) South 50 degrees, 44' 26" East, as per Grid North State Plane Coordinate System of New York East, a distance of 579.51 feet, to a point being the easterly corner of lands herein described;

THENCE running along a northwesterly line of lands of said Goshen Land Owner, LLC, being the southeasterly line of lands herein described,

- (2) South 36 degrees, 34' 13" West, a distance of 1,311.00 feet, to a point being the southerly corner of lands herein described;

THENCE running along a northeasterly line of lands of said Goshen Land Owner, LLC, being the southwesterly line of lands herein described,

- (3) North 51 degrees, 54' 57" West, a distance of 364.60 feet, to a point being a northerly corner of lands of said Goshen Land Owner, LLC and a westerly corner of lands herein described, said point also being an easterly corner of lands now or formerly Serdarevic and the southerly corner of lands to be retained by PCC Reservoir, LLC;

THENCE running along southeasterly, easterly and northeasterly lines of said lands to be retained by PCC reservoir, LLC, being northwesterly, westerly and southwesterly lines of lands herein described on the following four (4) courses and distances:

- (4) North 33 degrees, 24' 06" East, a distance of 34.06 feet;
- (5) On a curve to the right, having a radius 150.00 feet, an arc length of 161.04 feet, as defined by the chord, North 00 degrees, 23' 44" West, 153.41 feet, to a point of tangency;
- (6) North 30 degrees, 21' 35" East, a distance of 73.16 feet; and

DESCRIPTION
PORTION OF LANDS OF PCC RESERVOIR, LLC
TO BE CONVEYED TO LEGOLAND NEW YORK, LLC
TOWN OF GOSHEN
ORANGE COUNTY, NEW YORK

OCTOBER 23, 2017

- (7) North 51 degrees, 54' 57" West, a distance of 152.88 feet, to a point being the northerly corner of said lands to be retained by PCC Reservoir, LLC, a westerly corner of lands herein described and lying on a southeasterly line of lands now or formerly Serdarevic;

THENCE running along a portion of said southeasterly line of lands of said Serdarevic, being the northwesterly line of lands herein described,

- (8) North 38 degrees, 41' 12" East, a distance of 1,095.95 feet, to the point or place of BEGINNING;

All as shown as lands to be conveyed to LEGOLAND New York, on a map entitled "Survey Prepared For LEGOLAND New York, LLC, Town of Goshen, Orange County, New York", dated October 6, 2017, prepared by Lanc & Tully Engineering and Surveying, P.C.

Containing 17.242 ± acres

Premises herein described being a portion of Tax Map Lot No. 45, in Block 1, within Section 11, as shown on the Tax Maps of the Town of Goshen, Orange County, New York dated 2016.

Premises herein described being a portion of the same premises as described in Liber 14015 of Deeds at Page 1047, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any easements, rights-of-way, covenants or restrictions of record.

HN 56021 ✓

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

John J. O'Rourke, P.E., Principal
David E. Higgins, P.E., Principal

John D. Russo, P.E., Principal
John Queenan, P.E., Principal
Rodney C. Knowlton, L.S., Principal

John Lano, P.E., L.S.
Arthur R. Tully, P.E.

DESCRIPTION
LANDS OF CAREY
TO BE CONVEYED TO LEGOLAND NEW YORK, LLC
TOWN OF GOSHEN
ORANGE COUNTY, NEW YORK

OCTOBER 16, 2017

All that certain plot, piece, or parcel of land situate in the Town of Goshen, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point lying on the southwesterly line of Harriman Drive, said point being the easterly corner of lands herein described and a northerly corner of lands now or formerly Fini Brothers;

THENCE running along a portion of the northwesterly line of lands of said Fini Brothers, being the southeasterly line of lands herein described,

- (1) South 38 degrees, 47' 58" West, as per Grid North State Plane Coordinate System of New York East, a distance of 177.35 feet, to a point being the southerly corner of lands herein described and an easterly corner of lands now or formerly Goshen Land Owner, LLC;

THENCE running along a northeasterly line of lands of said Goshen Land Owner, LLC, being the southeasterly line of lands herein described,

- (2) North 53 degrees, 10' 19" West, a distance of 212.42 feet, to a point being the westerly corner of lands herein described,

THENCE running along a southeasterly line of lands of said Goshen Land Owner, LLC, being the northwesterly line of lands herein described,

- (3) North 48 degrees, 33' 41" East, a distance of 182.28 feet, to a point being the northerly corner of lands herein described and lying on the southwesterly line of Harriman Drive;

THENCE running along the southwesterly line of said Harriman Drive, being the northeasterly line of lands herein described on the following two (2) courses and distances:

- (4) South 52 degrees, 45' 59" East, a distance of 16.03 feet, and;
(5) South 52 degrees, 47' 06" East, a distance of 165.43 feet, to the point or place of BEGINNING;

All as shown on a map entitled "Survey Prepared For LEGOLAND NEW YORK, LLC, Town of Goshen, Orange County, New York", dated October 6, 2017, prepared by Lanc & Tully Engineering and Surveying, P.C.

Containing 0.804 ± acres

DESCRIPTION
LANDS OF CAREY
TO BE CONVEYED TO LEGOLAND NEW YORK, LLC
TOWN OF GOSHEN
ORANGE COUNTY, NEW YORK

OCTOBER 16, 2017

Premises herein described being Tax Map Lot No. 47, in Block 1, within Section 11, as shown on the Tax Maps of the Town of Goshen, Orange County, New York dated 2016.

Premises herein described being the same premises as described in Liber 11371 of Deeds at Page 629, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any easements, rights-of-way, covenants or restrictions of record.

SCHEDULE "B"

Underground Storage Tanks

[NONE]

SCHEDULE "C"

Required Environmental Permits

[NONE]

