

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**TO**

**LEGOLAND NEW YORK LLC**

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**LEASEBACK AGREEMENT**

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*This conveyance of leasehold interest concerns certain parcels of land located at  
400 Harriman Drive  
Town of Goshen, Orange County, New York  
[TMID #s: 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]*

**Dated as of February 1, 2018**

## TABLE OF CONTENTS

Page No.

ARTICLE I	REPRESENTATIONS AND COVENANTS	
Section 1.1.	Representations and Covenants of the Agency.....	2
Section 1.2.	Representations and Covenants of the Company.....	3
Section 1.3.	Public Authorities Law Representations.....	4
ARTICLE II	FACILITY SITE, DEMISING CLAUSES AND RENTAL PROVISIONS	
Section 2.1.	Agreement to Convey to Agency.....	5
Section 2.2.	Construction and Equipping of the Facility.....	5
Section 2.3.	Demise of Facility.....	5
Section 2.4.	Remedies to be Pursued Against Contractors and Subcontractors and their Sureties.....	6
Section 2.5.	Duration of Lease Term; Quiet Enjoyment.....	6
Section 2.6.	Rents and Other Consideration.....	7
Section 2.7.	Obligations of Company Hereunder Unconditional.....	7
ARTICLE III	MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE	
Section 3.1.	Maintenance and Modifications of Facility By Company.....	8
Section 3.2.	Installation of Additional Equipment.....	8
Section 3.3.	Taxes, Assessments and Utility Charges.....	8
Section 3.4.	Insurance Required.....	9
Section 3.5.	Additional Provisions Respecting Insurance.....	10
Section 3.6.	Application of Net Proceeds of Insurance.....	11
Section 3.7.	Right of Agency to Pay Taxes, Insurance Premiums and Other Charges.....	11
ARTICLE IV	DAMAGE, DESTRUCTION AND CONDEMNATION	
Section 4.1.	Damage or Destruction.....	11
Section 4.2.	Condemnation.....	12
Section 4.3.	Condemnation of Company-Owned Property.....	12
ARTICLE V	SPECIAL COVENANTS	
Section 5.1.	No Warranty of Condition or Suitability by the Agency.....	13
Section 5.2.	Hold Harmless Provisions.....	13
Section 5.3.	Right to Inspect the Facility.....	13
Section 5.4.	Agreement to Provide Information.....	13
Section 5.5.	Books of Record and Account; Financial Statements.....	13
Section 5.6.	Compliance With Orders, Ordinances, Etc.....	14
Section 5.7.	Discharge of Liens and Encumbrances.....	14
Section 5.8.	Depreciation Deductions and Investment Tax Credit.....	14

ARTICLE VI	RELEASE OF CERTAIN LAND; ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS	
Section 6.1.	Restriction on Sale of Facility; Release of Certain Land.....	15
Section 6.2.	Removal of Equipment .....	15
Section 6.3.	Assignment and Subleasing .....	16
ARTICLE VII	DEFAULT	
Section 7.1.	Events of Default Defined .....	16
Section 7.2.	Remedies on Default.....	17
Section 7.3.	Remedies Cumulative .....	18
Section 7.4.	Agreement to Pay Attorneys' Fees and Expenses.....	18
Section 7.5.	No Additional Waiver Implied by One Waiver.....	18
ARTICLE VIII	EARLY TERMINATION OF LEASEBACK AGREEMENT; OBLIGATIONS OF COMPANY	
Section 8.1.	Early Termination of Leaseback Agreement .....	19
Section 8.2.	Obligation to Purchase Facility.....	19
Section 8.3.	Conveyance on Purchase .....	19
ARTICLE IX	MISCELLANEOUS	
Section 9.1.	Notices .....	19
Section 9.2.	Binding Effect.....	20
Section 9.3.	Severability .....	20
Section 9.4.	Amendments, Changes and Modifications .....	20
Section 9.5.	Execution of Counterparts .....	20
Section 9.6.	Applicable Law.....	21
Section 9.7.	Recording and Filing.....	21
Section 9.8.	Survival of Obligations .....	21
Section 9.9.	Section Headings Not Controlling .....	21
Section 9.10.	No Broker.....	21
Section 9.11.	No Recourse; Special Obligation.....	21
Section 9.12.	No Joint Venture Created.....	22
Section 9.13.	[Intentionally Omitted] .....	22
Section 9.14.	Additional Events of Default .....	22

SCHEDULE A – Legal Description

SCHEDULE B – Description of Equipment

## LEASEBACK AGREEMENT

THIS LEASEBACK AGREEMENT, dated as of February 1, 2018 (the "Leaseback Agreement"), is by and between 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") 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").

### WITNESSETH:

WHEREAS, Title I of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

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

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in connection with the provisions of the Enabling Act, Chapter 390 of the Laws of 1972 of the State (hereinafter collectively, the "Act") created the Agency which is empowered under the Act to undertake the leasing of the facility described below; and

WHEREAS, the Company has requested 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 #s: 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, in order to induce the Company to develop the Facility, the Agency is willing to take a leasehold interest in the Land, Improvements and personal property constituting the Facility and lease said Land, Improvements and personal property back to the Company pursuant to the terms and conditions contained herein; and

WHEREAS, the Agency has determined that providing the Facility will accomplish, in part, its public purposes; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct and equip the Facility in accordance with the amended application, dated June 29, 2016, filed with the Agency; and

WHEREAS, the Agency proposes to lease the Facility to the Company, and the Company desires to rent the Facility from the Agency, upon the terms and conditions hereinafter set forth in this Leaseback Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby formally covenant, agree and bind themselves as follows.

## ARTICLE I

### REPRESENTATIONS AND COVENANTS

#### Section 1.1. Representations and Covenants of the Agency.

The Agency makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Agency is duly established under the provisions of the Act and has the power to enter into the transaction contemplated by this Leaseback Agreement and to carry out its obligations hereunder. Based upon the representations of the Company as to the utilization of the Facility, the Agency has the authority to take the actions contemplated herein under the Act.

(b) The Agency has been duly authorized to execute and deliver this Leaseback Agreement.

(c) The Agency will take a leasehold interest in the Facility, lease the Facility to the Company pursuant to this Leaseback Agreement and designate the Company as its agent for purposes of the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and Orange County and improving their standard of living.

(d) Neither the execution and delivery of this Leaseback Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Leaseback Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of the Act or of any corporate restriction or any agreement or instrument to which the Agency is a party or by which it is bound, or will constitute default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Agency under the terms of any such instrument or agreement.

(e) The Agency has been induced to enter into this Leaseback Agreement by the undertaking of the Company to acquire, construct, equip, repair and maintain the Facility and related jobs in Orange County, New York.

Section 1.2. Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company formed, validly existing and in good standing under the laws of the State of Delaware; is duly authorized to do business in the State of New York; has the authority to enter into this Leaseback Agreement and has duly authorized the execution and delivery of this Leaseback Agreement.

(b) Neither the execution and delivery of this Leaseback Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Leaseback Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The providing of the Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity of the Company from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants or facilities of the Company located within the State; and the Agency has found that, based on the Company's amended application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

(d) The Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (d). The Company shall operate the Facility in accordance with this Leaseback Agreement and as a qualified "project" under the Act.

(e) The Company has caused to be transferred to the Agency a leasehold interest in all those properties and assets contemplated by this Leaseback Agreement and all documents related hereto.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Leaseback Agreement.

(g) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent. The Company hereby agrees that at all times during which it is operating the Project, and whether or not this Leaseback Agreement is in effect, to comply with, and ensure compliance by its subtenants or sublessees with, the provisions of the Environmental Compliance and Indemnification Agreement, dated as of the date hereof (the "Environmental Compliance Agreement").

(h) The Company covenants and agrees that it has reviewed the Agency's Labor Policy and agrees that at least 85% of the construction workers, as that term is defined in the Labor Policy, shall, pursuant to said policy, reside within one of the following counties in the State of New York: Orange, Dutchess, New York, Putnam, Rockland, Sullivan, Ulster or Westchester, unless the Agency's Executive Director or Chief Operating Officer exempts the Company from such requirement. The Agency shall have the right upon reasonable request to have the Company certify that it has complied with this requirement.

(i) The Company has provided to the Agency a certificate or certificates of insurance containing all of the insurance provision requirements included under Sections 3.4 and 3.5 hereof. If the insurance is canceled for any reason whatsoever, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to any mortgagee, loss payee or additional insured until at least thirty (30) days after receipt by such party of written notice by the insurer of such cancellation, lapse, expiration, reduction or change.

#### Section 1.3. Public Authorities Law Representations.

The parties hereto hereby acknowledge that the Facility and the interest therein conveyed to the Agency under the Lease Agreement, dated as of the date hereof, by and between the Company and the Agency (the "Lease Agreement") and conveyed by the Agency back to the Company pursuant to the terms of this Leaseback Agreement are not "property" as defined in



Title 5-A of the Public Authorities Law of the State because the Facility and the leasehold interests therein are securing the Company's obligations to the Agency under the Tax Agreement (as hereinafter defined), the Environmental Compliance Agreement and this Leaseback Agreement, including (i) the Company's obligation to acquire, construct, equip and maintain the Facility on behalf of the Agency and (ii) the performance by the Company of the Unassigned Rights.

## ARTICLE II

### FACILITY SITE, DEMISING CLAUSES AND RENTAL PROVISIONS

#### Section 2.1. Agreement to Convey to Agency.

The Company has conveyed to the Agency a leasehold interest in real property, including any buildings, structures or improvements thereon, described in **Schedule A** attached hereto and the Company has or will convey all of the interest in the equipment described in **Schedule B** attached hereto (the "Equipment"). The Company agrees that the Agency's interest in the Facility resulting from said conveyances will be sufficient for the purposes intended by this Leaseback Agreement and agrees that it will defend, indemnify and hold the Agency harmless from any expense or liability arising out of a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Agency in defending any action respecting title to or a lien affecting the Facility.

#### Section 2.2. Construction and Equipping of the Facility.

(a) The Agency hereby confirms its appointment of the Company as the true and lawful agent of the Agency to undertake the Project. Such appointment was made by the Agency pursuant to a resolution duly adopted by the Agency on September 21, 2017 (the "Authorizing Resolution").

(b) The Company as agent for the Agency, will undertake the Project. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Authorizing Resolution to acts reasonably related to the acquisition, construction and equipping of the Facility. The right of the Company to act as agent of the Agency shall expire in accordance with the Agent Agreement unless extended in accordance therewith.

(c) The Company hereby agrees to pay the Agency administrative fee referenced in Section 2.6(b) hereof, the reasonable fees of local counsel to Agency and the fees of transaction counsel, and any and all reasonable fees, costs and expenses incurred in the acquisition, construction and installation of the Facility, including recording fees and taxes and any other fees or expenses due hereunder.

(d) The Company, as agent for the Agency, will undertake the Project. The Company hereby covenants and agrees to annually file with the State Department of Taxation and Finance the statement required by General Municipal Law Section 874(8) concerning the value of sales tax exemptions claimed.

#### Section 2.3. Demise of Facility.

The Agency hereby demises and leases the Facility to the Company and the Company hereby rents and leases the Facility from the Agency upon the terms and conditions of this



Leaseback Agreement.

Section 2.4. Remedies to be Pursued Against Contractors and Subcontractors and their Sureties.

In the event of a default by any contractor or any other person or subcontractor under any contract made by it in connection with the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to it and the Agency, as appropriate, against the contractor, subcontractor or manufacturer or supplier or other person so in default and against such surety for the performance of such contract. The Company, in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, manufacturer, supplier or surety or other person which the Company deems reasonably necessary, and in such events the Agency, at the Company's expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency (including but not limited to reasonable attorneys' fees) in any such action or proceeding.

Section 2.5. Duration of Lease Term; Quiet Enjoyment.

(a) The Agency shall deliver to the Company sole and exclusive possession of the Facility (subject to the provisions of Sections 5.3 and 7.1 hereof) and the leasehold estate created hereby shall commence on the date hereof.

(b) The leasehold estate created hereby shall, without any further action of the parties hereto, terminate at 11:59 P.M. on **December 31, 2040**, or on such earlier date as may be permitted by Section 8.1 hereof.

(c) The period commencing on the date described in Section 2.5(a) herein through the date described in Section 2.5(b) herein shall be herein defined as the Lease Term.

(d) The Agency shall, subject to the provisions of Sections 5.3 and 7.1 hereof neither take nor suffer nor permit any action, other than pursuant to Articles VII or VIII of this Leaseback Agreement, to prevent the Company during the term of this Leaseback Agreement from having quiet and peaceable possession and enjoyment of the Facility and will, at the request of the Company and at the Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Facility as hereinabove provided.

(e) The Company hereby irrevocably appoints and designates the Agency as its attorney-in-fact for the purpose of executing and delivering and recording any necessary terminations of lease together with any documents required in connection therewith and to take such other and further actions in accordance with this Leaseback Agreement as shall be reasonably necessary to terminate the Agency's leasehold interest in the Project upon the expiration or termination hereof. Notwithstanding any such expiration or termination of this Leaseback Agreement, the Company's obligations under Sections 3.3 and 5.2 hereof and under the Environmental Compliance Agreement shall continue notwithstanding any such termination or expiration.

## Section 2.6. Rents and Other Consideration.

The rental obligations during the Lease Term are hereby reserved and the Company shall pay rent for the Facility as follows:

(a) Upon execution of this Leaseback Agreement, One Dollar (\$1.00) for the period commencing on the date hereof and ending on December 31, 2018, and on January 1 of each calendar year thereafter an amount equal to One Dollar (\$1.00) annually.

(b) Throughout the term of this Leaseback Agreement, the Company shall pay to the Agency as additional rent, within thirty (30) days of the receipt of demand therefor, an amount equal to the sum of the expenses of the Agency and the members thereof incurred (i) for the reason of the Agency's ownership, or leasing of the Facility and (ii) in connection with the carrying out of the Agency's duties and obligations under this Leaseback Agreement. In addition, the Company shall pay the Agency its fee as follows: (i) on or before the execution of this Leaseback Agreement, an amount equal to \$349,671.60, (ii) on or before June 30, 2018, an amount equal to \$431,071.21, (iii) on or before June 30, 2019, an amount equal to \$653,512.51, (iv) on or before June 30, 2020, an amount equal to \$702,841.78 and (v) on or before June 30, 2021, an amount equal to \$572,112.91. All such payments shall be made without further request or notice from the Agency and the failure of the Company to make any such payment shall constitute an Event of Default hereunder resulting in termination and recapture of the Financial Assistance provided by the Agency to the Company.

(c) The Company agrees to make the above mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public or private debts. In the event the Company shall fail to timely make any payment required in this Section 2.6 the Company shall pay the same together with interest from the date said payment is due at the rate of twelve percent (12%) per annum.

## Section 2.7. Obligations of Company Hereunder Unconditional.

The obligations of the Company to make the payments required in Section 2.6 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Company and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Agency. The Company agrees it will not (i) suspend, discontinue or abate any payment required by Section 2.6 hereof or (ii) fail to observe any of its other covenants or agreements in this Leaseback Agreement or (iii) except as provided in Section 8.1 hereof, terminate this Leaseback Agreement for any cause whatsoever including, without limiting the generality of the foregoing, failure to complete the Facility, any defect in the title, design, operation, merchantability, fitness or condition of the Facility or in the suitability of the Facility for the Company's purposes and needs, failure of consideration, destruction of or damage to the Facility, commercial frustration of purpose, or the taking by condemnation of title to or the use of all or any part the Facility, any change in the tax or other laws of the United States of America or administrative rulings of or administrative actions by the State or any political subdivision of either, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Leaseback Agreement, or otherwise. Subject to the foregoing provisions, nothing contained in this Section 2.7 shall be construed to release the Agency from the performance of any of the agreements on

its part contained in this Leaseback Agreement or to affect the right of the Company to seek reimbursement, and in the event the Agency should fail to perform any such agreement, the Company may institute such separate action against the Agency as the Company may deem necessary to compel performance or recover damages for nonperformance, and the Agency covenants that it will not, subject to the provisions of Section 5.2, take, suffer or permit any action which will adversely affect, or create any defect in its title to the Facility or which will otherwise adversely affect the rights or estates of the Company hereunder, except upon written consent of the Company. None of the foregoing shall relieve the Company of its obligations under Section 5.2 hereof.

### ARTICLE III

#### MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

##### Section 3.1. Maintenance and Modifications of Facility By Company.

(a) The Company agrees that during the term of this Leaseback Agreement it or its operator will (i) keep the Facility in as reasonably safe condition as its operations shall permit; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) operate the Facility in a sound and prudent manner; (iv) operate the Facility such that it continues to qualify as a "project" under the Act and pursuant to the terms contained herein; and (v) indemnify and hold the Agency harmless from any liability or expenses from the failure by the Company to comply with (i), (ii), (iii) or (iv) above.

(b) The Company at its own expense from time to time may make any structural addition, modifications or improvements to the Facility or any addition, modifications or improvements to the Facility or any part thereof which it may deem desirable for its business purposes and uses. All such structural additions, modifications or improvements so made by the Company shall become a part of the Facility; provided, however, the Company shall not be qualified for a sales and use tax exemption when making said additions, modifications or improvements except to the extent (i) the Company is acting as agent for the Agency under an Agent Agreement between the Agency and the Company which contemplates said additions, modifications or improvements or (ii) as otherwise provided by law.

##### Section 3.2. Installation of Additional Equipment.

The Company from time to time may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company from time to time may remove or permit the removal of such machinery, equipment or other personal property.

##### Section 3.3. Taxes, Assessments and Utility Charges.

(a) The Company agrees to pay, as the same respectively become due, (i) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other property installed or brought by the Company therein or thereon, including without limiting the generality of the foregoing any taxes levied upon or with respect to the income or revenues of the Agency

from the Facility, (ii) all payments under a certain payment in lieu of tax agreement, dated as of the date hereof by and between the Agency and the Company (the "Tax Agreement"); (iii) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Facility, and (iv) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated under this Leaseback Agreement to pay only such installments as are required to be paid during the Lease Term.

(b) The Company, at its own expense and in its own name and on behalf or in the name and on behalf of the Agency but with notice to the Agency, may in good faith contest any such taxes, assessments and other charges. In the event of any such contest, the Company may, with prior written notice to the Agency, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Agency reasonably requests payment prior to settlement.

#### Section 3.4. Insurance Required.

At all times throughout the Lease Term, including without limitation during any period of construction of the Facility, the Company shall 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 paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company; or as an alternative to the foregoing the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well, provided a periodic appraisal is performed and provided to the Agency.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than **\$1,000,000** per accident or occurrence on account of personal injury, including death resulting therefrom, and **\$1,000,000** per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than **\$3,000,000**, protecting the Company against any loss or liability or damage for personal injury or property damage.

(d) Flood insurance in an amount at least equal to the lesser of (i) the cash replacement value of the Facility, or (ii) the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1974, as amended. In the alternative, a letter from the appropriate office of the municipality in which the Facility is located to the effect that the Facility is not located in an area designated as a flood hazard area by the Federal Insurance Administration or the Department of Housing and Urban Development.

(e) Prior to completion of the construction of the Facility, any contractor or subcontractor constructing the Facility shall be required to carry workers' compensation and general comprehensive liability insurance with limits reasonably acceptable to the Agency and containing coverages for premises operations, owner's protective, contractor's protective, contractual liability, personal injury liability, broad form property damage, explosion hazard, collapse hazard and underground property damage hazard and coverage for all owned, non-owned and hired vehicles with non-ownership protection for the contractor's or subcontractor's employees.

THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR IN LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE COMPANY'S BUSINESS OR INTERESTS.

Section 3.5. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4(a) hereof shall name the Agency as a named insured and all other insurance required by Section 3.4 shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. 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 Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days' written notice of the cancellation thereof to the Company and the Agency.

(b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Agency on or before the commencement of the term of this Leaseback Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Leaseback Agreement.

(c) Within one hundred twenty (120) days after the end of each of its fiscal years, the Company shall file with the Agency a certificate of the Company to the effect that the insurance it maintains with respect to the Project complies with the provisions of this Article III and that duplicate copies of all policies or certificates thereof have been filed with the Agency and are in full force and effect.

Section 3.6. Application of Net Proceeds of Insurance.

The net proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as follows:

- (i) the net proceeds of the insurance required by Section 3.4(a) hereof shall be applied as provided in Section 4.1 hereof, and
- (ii) the net proceeds of the insurance required by Section 3.4(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 3.7. Right of Agency to Pay Taxes, Insurance Premiums and Other Charges.

If the Company fails (i) to pay any tax, assessment or other governmental charge required to be paid by Section 3.3 hereof or (ii) to maintain any insurance required to be maintained by Section 3.4 hereof, the Agency may pay such tax, assessment or other governmental charge or the premium for such insurance. The Company shall reimburse the Agency for any amount so paid together with interest thereon from the date of payment at twelve percent (12%) per annum.

ARTICLE IV

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 4.1. Damage or Destruction.

(a) If the Facility shall be damaged or destroyed (in whole or in part) at any time during the term of this Leaseback Agreement:

- (i) the Agency shall have no obligation to replace, repair, rebuild or restore the Facility;
- (ii) there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement; and
- (iii) except as otherwise provided in subsection (b) of this Section 4.1, the Company shall promptly replace, repair, rebuild or restore the Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and may use insurance proceeds for all such purposes.

All such replacements, repairs, rebuilding or restoration made pursuant to this Section 4.1, whether or not requiring the expenditure of the Company's own money, shall automatically become a part of the Facility as if the same were specifically described herein.

(b) The Company shall not be obligated to replace, repair, rebuild or restore the Facility, and the net proceeds of the insurance shall not be applied as provided in subsection (a) of this Section 4.1, if the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof.

(c) The Company may adjust all claims under any policies of insurance required by Section 3.4(a) hereof.

Section 4.2. Condemnation.

(a) If at any time during the term of this Leaseback Agreement the whole or any part of title to, or the use of, the Facility shall be taken by condemnation, the Agency shall have no obligation to restore or replace the Facility and there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement. The Agency shall not have any interest whatsoever in any condemnation award, and the Company shall have the exclusive right to same.

Except as otherwise provided in subsection (b) of this Section 4.2, the Company shall promptly:

(i) restore the Facility (excluding any land taken by condemnation) to substantially the same condition and value as an operating entity as existed prior to such condemnation, or

(ii) acquire, by construction or otherwise, facilities of substantially the same nature and value as an operating entity as the Facility subject to Agency consent.

The Facility, as so restored, or the substitute facility, whether or not requiring the expenditure of the Company's own moneys, shall automatically become part of the Facility as if the same were specifically described herein.

(b) The Company shall not be obligated to restore the Facility or acquire a substitute facility, and the net proceeds of any condemnation award shall not be applied as provided in Section 4.2(a), if the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof.

(c) The Agency shall cooperate fully with the Company in the handling and conduct of any condemnation proceeding with respect to the Facility. In no event shall the Agency voluntarily settle, or consent to the settlement of, any condemnation proceeding with respect to the Facility without the written consent of the Company.

Section 4.3. Condemnation of Company-Owned Property.

The Company shall be entitled to the proceeds of any condemnation award or portion thereof made for damage to or taking of any property which, at the time of such damage or taking, is not part of the Facility.



ARTICLE V  
SPECIAL COVENANTS

Section 5.1. No Warranty of Condition or Suitability by the Agency.

THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Section 5.2. Hold Harmless Provisions.

The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members, directors and employees, and their respective successors, assigns or personal representatives, 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 any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or (ii) liability arising from or expense incurred by the Agency's financing, constructing, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective 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; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

Section 5.3. Right to Inspect the Facility.

The Agency and its duly authorized agents shall have the right at all reasonable times and upon reasonable notice to inspect the Facility. The Agency shall honor and comply with any restricted access policy of the Company relating to the Facility.

Section 5.4. Agreement to Provide Information.

The Company agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified, without delay, such information concerning the Company, the Company's employment history and statistics related thereto, the Facility and other topics necessary to enable the Agency to make any report required by law or governmental regulation or as otherwise reasonably requested by the Agency.

Section 5.5. Books of Record and Account; Financial Statements.

The Company at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with International Financial Reporting Standards, of all business and affairs of the Company relating to the Facility.

Section 5.6. Compliance With Orders, Ordinances, Etc.

(a) The Company agrees that it will, throughout the term of this Leaseback Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 5.6, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to in such subsection (a). In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom. The Company will endeavor to give notice of the foregoing to the Agency but failure to do so shall not be a breach of this Leaseback Agreement.

Section 5.7. Discharge of Liens and Encumbrances.

(a) The Company shall not permit or create or suffer to be permitted or created any lien upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof except any liens existing on the date hereof. This provision shall not prohibit the Approved Liens as they are defined in Section 6.1(a) below.

(b) Notwithstanding the provisions of subsection (a) of this Section 5.7, the Company may in good faith contest any such lien. In such event, the Company, with prior written notice to the Agency, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company to promptly secure payment of all such unpaid items by filing the requisite bond, in form and substance satisfactory to the Agency, thereby causing a lien to be removed.

Section 5.8. Depreciation Deductions and Investment Tax Credit.

The parties agree that the Company shall be entitled to all depreciation deductions with respect to any depreciable property in the Facility pursuant to Section 167 of the Internal Revenue Code and to any investment credit pursuant to Section 38 of the Internal Revenue Code with respect to any portion of the Facility which constitutes "Section 38 Property."

## ARTICLE VI

### RELEASE OF CERTAIN LAND; ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS

#### Section 6.1. Restriction on Sale of Facility; Release of Certain Land.

Except as otherwise specifically provided in this Article VI and except for the granting of a mortgage interest and security interests to lenders designated by the Company (the "Lender") under a mortgage, security agreement and/or assignment of leases and rents in a form acceptable to the Agency, Lender and the Company, for purposes of financing the construction and improvement of the Facility along with all modifications, substitutions and/or restatements thereof with the Lender or its successors and/or assigns (the "Approved Liens"), the Agency shall not sell, convey, transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this Leaseback Agreement, without the prior written consent of the Company. Under no circumstances shall the Agency be required to mortgage, grant a security interest in or assign its rights to receive the rentals described in Section 2.6 hereof or its rights to be indemnified under Sections 1.2(d), 1.2(g), 2.1, 3.1(a) and 5.2 herein or (i) the right of the Agency on its own behalf to receive all opinions of counsel, reports, financial information, certificates, insurance policies or binders or certificates, or other notices or communications required to be delivered to the Agency hereunder or otherwise reasonably requested by the Agency; (ii) the right of the Agency to grant or withhold any consents or approvals required of the Agency hereunder; (iii) the right of the Agency in its own behalf to enforce the obligation of the Company to complete the Project and to confirm the qualification of the Project as a "project" under the Act; (iv) the right of the Agency to amend with the Company this Leaseback Agreement, and the right of the Agency to exercise its rights and remedies hereunder or under the Environmental Compliance Agreement; (v) the right of the Agency in its own behalf to declare an Event of Default under Section 7.1 hereof; and (vi) the right of the Agency as to any of the foregoing, exercisable with respect to any sublessees or subtenants (collectively, the "Unassigned Rights").

#### Section 6.2. Removal of Equipment.

(a) The Agency shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item of Equipment from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part.

(b) The Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Equipment. The Company shall pay any costs (including reasonable attorneys' fees) incurred in transferring title to and releasing any item of Equipment removed pursuant to this Section 6.2.

(c) The removal of any item of Equipment pursuant to this Section 6.2 shall not entitle the Company to any abatement of or diminution of the rents payable under Section 2.6 hereof.

Section 6.3. Assignment and Subleasing.

(a) This Leaseback Agreement may not be assigned in whole or in part except to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter "Related Person"), and the Facility may not be subleased, in whole or in part, by the Company except to a Related Person of the Company without the prior written consent of the Agency. A transfer in excess of 50% of the equity voting interests of the Company, other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Agency. Any assignment or sublease shall be on the following conditions, as of the time of each assignment or sublease:

(i) no assignment or sublease shall relieve the Company from primary liability for any of its obligations hereunder;

(ii) the assignee or sublessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased;

(iii) the Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption;

(iv) the Facility shall continue to constitute a "project" as such quoted term is defined in the Act; and

(v) If the Agency shall so request, as of the purported effective date of any assignment or sublease pursuant to subsection (a) of this Section 6.3, the Company at its cost shall furnish to the Agency with an opinion, in form and substance satisfactory to the Agency as to items (i), (ii) and (iv) above.

(b) Any such assignment or sublease is subject to the review and approval by the Agency and its counsel (at no cost to the Agency; any such cost to be paid by the Company, including reasonable attorneys' fees), and shall contain such terms and conditions as reasonably required by the Agency and its counsel.

ARTICLE VII

DEFAULT

Section 7.1. Events of Default Defined.

(a) Each of the following shall be an "Event of Default" under this Leaseback Agreement:

(1) If the Company fails to pay the amounts required to be paid pursuant to Section 2.6 of this Leaseback Agreement and such failure shall have continued for a period of ten (10) days after the Agency gives written notice of such failure to the Company; or

(2) If there is any purposeful, willful and knowing breach by the Company of any of its other agreements or covenants set forth in this Leaseback Agreement; or

(3) If there is any failure by the Company to observe or perform any other covenant, condition or agreement required by this Leaseback Agreement to be observed or performed and such failure shall have continued for a period of thirty (30) days after the Agency gives written notice to the Company, specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, the Company's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence; or

(4) If any representation or warranty of the Company contained in this Leaseback Agreement is incorrect in any material respect; or

(5) If there exists and continues any Event of Default under the Tax Agreement.

(b) Notwithstanding the provisions of 7.1(a) hereof, if by reason of force majeure either party hereto shall be unable in whole or in part to carry out its obligations under this Leaseback Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Leaseback Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (b) shall not be deemed an Event of Default under this Section 7.1. Notwithstanding anything to the contrary in this subsection (b), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to or make the payments required by Sections 2.6 and 3.3 hereof, to obtain and continue in full force and effect the insurance required by Section 3.4 hereof, and to provide the indemnity required by Section 5.2 hereof and to comply with the terms of Sections 5.2, 5.3, 5.6, 5.7 and 7.1(a)(1) hereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lock-outs and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

#### Section 7.2. Remedies on Default.

Whenever any Event of Default shall have occurred and be continuing, the Agency may take, to the extent permitted by law, any one or more of the following remedial steps;

(1) Declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (i) all unpaid installments of rent payable pursuant to Section 2.6(a) hereof and (ii) all other payments due under this Leaseback Agreement.

(2) Take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default.

(3) Take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the Company under this Leaseback Agreement.

(4) Terminate this Leaseback Agreement and either reconvey the Facility to the Company if the Agency has a fee interest or terminate the Agency's leasehold interest.

**Section 7.3. Remedies Cumulative.**

No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Leaseback Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 7.4. Agreement to Pay Attorneys' Fees and Expenses.**

In the event the Company should default under any of the provisions of this Leaseback Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency, the reasonable fees of such attorneys and such other expenses so incurred.

**Section 7.5. No Additional Waiver Implied by One Waiver.**

In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE VIII

### EARLY TERMINATION OF LEASEBACK AGREEMENT; OBLIGATIONS OF COMPANY

#### Section 8.1. Early Termination of Leaseback Agreement.

(a) The Company shall have the option at any time to terminate this Leaseback Agreement upon filing with the Agency a certificate signed by an authorized representative of the Company stating the Company's intention to do so pursuant to this Section 8.1 and upon compliance with the requirements set forth in Section 8.2 hereof.

(b) The Agency shall have the option at any time to terminate this Leaseback Agreement and to demand immediate payment in full of the rental reserved and unpaid as described in Section 2.6 hereof upon written notice to the Company of the occurrence of an Event of Default hereunder.

#### Section 8.2. Obligation to Purchase Facility.

Upon termination of this Leaseback Agreement in accordance with Sections 2.5, 7.2 or 8.1 hereof, the Company shall purchase the Facility from the Agency (or if the Agency's interest is a leasehold, the Agency shall surrender its leasehold estate) for One Dollar (\$1.00) plus all rental reserved and unpaid as described in Section 2.6 hereof (the "Purchase Payment"). The Company shall exercise its obligation to purchase or option to have the Agency's leasehold interest terminated by giving written notice to the Agency and paying said amount to the Agency.

#### Section 8.3. Conveyance on Purchase.

At the termination of the Company's leasehold interest in the Facility pursuant to Section 8.2 hereof, the Agency shall, upon receipt of the Purchase Payment, deliver to the Company all necessary documents to reflect either (i) a transfer by quitclaim deed of a fee interest (if the Agency holds a fee interest) or (ii) termination of the Agency's leasehold interest.

## ARTICLE IX

### MISCELLANEOUS

#### Section 9.1. Notices.

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:



To the Agency:

Orange County Industrial Development Agency  
Orange County Business Accelerator  
4 Crotty Lane, Suite 100  
New Windsor, New York 12553  
Attn: Laurie Villasuso, Chief Operating Officer  
and Executive Vice President

With Copy To:

Kevin T. Dowd, Esq.  
Attorney - Orange County IDA  
46 Daisy Lane  
Montgomery, New York 12549

And To:

Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn: Russell E. Gaczle, Esq.

To the Company:

Legoland New York LLC  
One LEGOLAND Drive  
Carlsbad, California 92008  
Attn.: John Ussher

With Copy To:

Drake Loeb PLLC  
555 Hudson Valley Avenue, Suite 100  
New Windsor, New York 12553  
Attn.: Dominic Cordisco Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 9.2. Binding Effect.

This Leaseback Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and their respective successors and assigns.

Section 9.3. Severability.

In the event any provision of this Leaseback Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Amendments, Changes and Modifications.

This Leaseback Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

Section 9.5. Execution of Counterparts.

This Leaseback Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 9.6. Applicable Law.

This Leaseback Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein.

Section 9.7. Recording and Filing.

This Leaseback Agreement or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Orange County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

Section 9.8. Survival of Obligations.

This Leaseback Agreement shall survive the performance of the obligations of the Company payments required by Section 2.6 and all indemnities shall survive any termination or expiration of this Leaseback Agreement.

Section 9.9. Section Headings Not Controlling.

The headings of the several sections in this Leaseback Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Leaseback Agreement.

Section 9.10. No Broker.

Agency and Company represent and warrant to the other that neither Agency nor Company has dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution of this Leaseback Agreement, and each party agrees to indemnify and hold the other harmless from any charge, liability or expense (including attorneys' fees) the other may suffer, sustain, or incur with respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under the other party.

Section 9.11. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his/her individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State or of Orange County, New York, and neither the State nor Orange County, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of

the Agency derived and to be derived from the sale or other disposition of the Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall place, in an account with the Agency, an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

Section 9.12. No Joint Venture Created.

The Agency and the Company mutually agree that by entering into this Leaseback Agreement the parties hereto are not entering into a joint venture.

Section 9.13. [Intentionally Omitted.]

Section 9.14. Additional Events of Default.

The Company recognizes and acknowledges that the Agency is entering into this Agreement based in part on representations made by the Company in its amended application to the Agency, dated March 31, 2017 (the "Application") regarding job creation and retention at the Facility.

For the purposes of this Agreement, "Full-Time Employee" shall mean, with respect to any specific date or period, a person directly employed on such date or during such period by the Company (inclusive of its Affiliates, tenants and other occupants and users of the Facility), and who shall on such date or for such period have carried out the terms of such employment on a "full-time basis" at the Facility. "Full-time basis" shall mean a person working at least 35-40 hours per week. The term Full-Time Employee shall also include (i) a part-time employee ("Part-Time Employee"), which will count as a fraction of a Full-Time Employee (an employee working 17.5-20.0 hours per week will count as .5). and (ii) a seasonal employee ("Seasonal Employee"), which shall mean (a) a full-time, private sector employee (or self-employed person) on the Company's payroll who has worked at the Facility for a minimum of thirty-five hours per week for not less than four consecutive weeks providing annually recurring seasonal services that would otherwise be provided by a Full-Time Permanent Employee or (b) two part-time, private-sector employees (or self-employed persons) on the Company's payroll who have worked at the Facility for a combined minimum of thirty-five hours per week for not less than four

consecutive weeks and providing annually recurring seasonal services that would otherwise be provided by a Part-Time Permanent Employee.

The Application represented that, for the purpose of this Leaseback Agreement, the Company intends to (A) employ and retain at least -0- Full-Time Employees at the Facility as of the date hereof and (B) employ and retain at least 700 Full-Time Employees at the Facility commencing as of January 1, 2025.

The Company is required under this Agreement and hereby agrees to submit a copy of quarterly NYS-45 reports, and any other reports required by the Agency to evidence the employment commitment.

If it is determined upon review of the Annual Report that the number of Full-Time Employees at the Facility is less than what was represented in the Application (the "Employment Target"), the Agency shall have the right to require the Company pay to the Agency for the benefit of the Affected Tax Jurisdictions an amount equal to the benefits provided hereunder and any sales and mortgage tax exemptions provided by the Agency to the Company in connection with the Project.

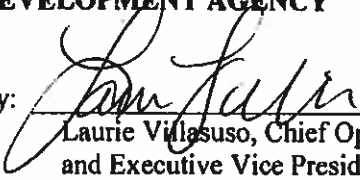
In addition, in the event that (i) the Company closes or sells/transfers the Facility without the consent of the Agency; (ii) the use of the Facility or contemplated business activities at the Facility are materially changed or modified; (iii) there is a material non-compliance by the Company with the Lease Agreement, Leaseback Agreement or any other agreement with the Agency or any state or federal law or regulation, Agency shall have the right to require the Company pay to the Agency for the benefit of the Affected Tax Jurisdictions an amount equal to the benefits provided hereunder and any sales and mortgage tax exemptions provided by the Agency to the Company in connection with the Project.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Agency and the Company have caused this Leaseback Agreement to be executed in their respective names, all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_

  
Laurie Villasuso, Chief Operating Officer  
and Executive Vice President

**LEGOLAND NEW YORK LLC**

By: \_\_\_\_\_

IN WITNESS WHEREOF, the Agency and the Company have caused this Leaseback Agreement to be executed in their respective names, all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Laurie Villasuso, Chief Operating Officer  
and Executive Vice President

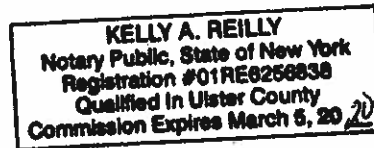
**LEGOLAND NEW YORK LLC**

By:  \_\_\_\_\_  
Brian Shaw, Vice President and Manager

STATE OF NEW YORK     )  
COUNTY OF ORANGE    )     SS.:

On the 21<sup>st</sup> day of February in the year 2018, before me, the undersigned, personally appeared **Laurie Villasuso**, 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.

Kelly A. Reilly  
Notary Public



STATE OF                     )  
COUNTY OF                )     SS.:

On the \_\_\_\_ day of February 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**

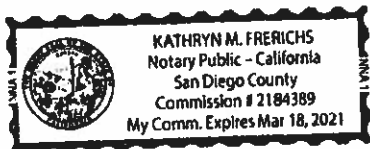
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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**

**OCTOBER 13, 2017**

**LANDS OF FINI BROTHERS  
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 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 Vlietstra, 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 Vlietstra 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,

Page 1

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

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

OCTOBER 13, 2017

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;

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

OCTOBER 13, 2017

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 58 degrees, 01' 31" East, a distance of 546.94 feet; and
- (22) On a curve to the right, having a radius of 7,146.18 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.**

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**

**OCTOBER 13, 2017**

**LANDS OF FINI BROTHERS  
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 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;

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

OCTOBER 13, 2017

- (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 21.65 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,



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

OCTOBER 13, 2017

- (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:

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

OCTOBER 13, 2017

(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

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

OCTOBER 13, 2017

- (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,

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

OCTOBER 13, 2017

(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,

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

OCTOBER 13, 2017

- (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;

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

OCTOBER 13, 2017

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

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

OCTOBER 13, 2017

(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' 48" 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:

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

OCTOBER 13, 2017

(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:



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

OCTOBER 13, 2017

(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:

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

OCTOBER 13, 2017

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 Quennan, P.E., Principal  
Rodney C. Knowlton, L.S., Principal

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

**DESCRIPTION**

**OCTOBER 18, 2017**

**LANDS OF GOSHEN LAND OWNER, 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 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  
www.lanotully.com

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 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 26.36 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, place, 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 Sardarevic 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 Sardarevic 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 8, 2017, prepared by Lane & 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.



**LANC & TULLY**  
ENGINEERING AND SURVEYING, P.C.

HN 56021 ✓

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 Lane, P.E., L.S.  
Arthur R. Tully, P.E.

**DESCRIPTION**

OCTOBER 16, 2017

LANDS OF CAREY  
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 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 Finl Brothers;

THENCE running along a portion of the northwesterly line of lands of said Finl 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 628, 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**

### **Equipment**

All machinery, apparatus, appliances, equipment, fittings, fixtures and furnishings and other property of every kind and nature whatsoever now or hereafter affixed to, located upon, appurtenant thereto or usable in connection with the present or future operation and occupancy of the Facility together with any replacements therefore to the extent acquired in the name of the Agency by the Company pursuant to the Agency appointment described in Section 2.2 herein or to the extent the Company conveys title to the Agency.

