



Appendix 4-1

MSKCC Easement Agreement

CT22-00743-⁽⁴⁷⁾N

EASEMENT AGREEMENT

BY AND BETWEEN

LVS NY HOLDCO 2, LLC

AND

MEMORIAL HOSPITAL FOR CANCER AND ALLIED DISEASES

DATED June 2 2023

Premises: Nassau Coliseum Site, located in Uniondale, New York
Section: 44
Block: F
Lots: 351, 413 and 415
County: Nassau

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Nesa R. Amamoo, Esq.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE 1. EXISTING DEVELOPMENTS	2
Section 1.1. Ambulatory Care Facility; MHCAD Accessways.....	2
ARTICLE 2. EASEMENTS AND OTHER RIGHTS.....	2
Section 2.1. Temporary Construction Easement.....	2
Section 2.2. Use of Roadways and Accessways on the Coliseum Parcel.....	3
Section 2.3. Utility Lines and Facilities.....	4
Section 2.4. Drainage.....	6
Section 2.5. MHCAD Parking Garage.....	6
Section 2.6. MHCAD Accessways Maintenance Costs.....	7
ARTICLE 3. SIGNAGE; ALLOCATION OF DEVELOPMENT RIGHTS	8
Section 3.1. MHCAD Signage; Naming Rights	8
Section 3.2. Development Rights.....	9
ARTICLE 4. INDEMNIFICATION / INSURANCE.....	9
Section 4.1. Indemnification	9
Section 4.2. Coliseum Developer's Insurance	10
Section 4.3. MHCAD's Insurance	10
ARTICLE 5. SELF HELP	11
ARTICLE 6. MISCELLANEOUS	11
Section 6.1. Release from Liability.....	11
Section 6.2. No Public Dedication.....	12
Section 6.3. Remedies Cumulative	12
Section 6.4. Rights of Successors	12
Section 6.5. Amendment.....	12
Section 6.6. Duration	13
Section 6.7. Headings	14
Section 6.8. Constant Dollars.....	14
Section 6.9. Injunctive Relief.....	14
Section 6.10. Transfer of Interests: Notices.....	14
Section 6.11. Estoppel Certificates	16
Section 6.12. Breach Shall Not Permit Termination.....	17
Section 6.13. Waiver.....	17
Section 6.14. Severability	17
Section 6.15. Not a Partnership.....	17
Section 6.16. Joint and Several Obligations	17
Section 6.17. Limitation on Liability	17
Section 6.18. Variances.....	18
Section 6.19. Governing Law	18
Section 6.20. Agreement Superior: Mortgages.....	18

Section 6.21. Recordation19
Section 6.22. Event of Force Majeure19
ARTICLE 7. SPECIAL PROVISIONS20
Section 7.1. Acquisition of Fee Interest: Merger20
Section 7.2. Hospital Use Restriction20
Section 7.3. Liens.....20
Section 7.4. Satisfaction of County Easement Requirements.....21

INDEX OF DEFINED TERMS

Accessways Maintenance Costs	7
Acquiring Party	16
Agreement	1
Ambulatory Care Facility	2
Base Index Number	14
Claims	9
Coliseum	1
Coliseum Developer	1
Coliseum Event	3
Coliseum Lease	1
Coliseum Parcel	1
Coliseum Utility Easement	5
Constant Dollars	14
County	1
County Consent Item	12
County Easement	21
Current Index Number	14
Defaulting Party	18
Easement Area	3
Event of Force Majeure	19
Expansion Work	2
Hospital Parcel	1
Index	14
Intersections	2
Legal Requirements	4
Major MHCAD Accessways Maintenance Project	7
MHCAD	1
MHCAD Accessways	2
MHCAD Accessways Maintenance Costs	7
MHCAD Parking Garage	2
MHCAD Utility Easement	4
Mortgage	18
Mortgagee	18
NEC	1
Non-Defaulting Party	18
Notice	14
Occupant	4
Occupants	4
Original Easement Agreement	1
Parcel	1
Parcels	1
Parties	1

Party 1
Permittees..... 4
Site 1
Site Plan 2
Temporary Easement 2
Use 9
Uses..... 9
Utility Lines 5

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and executed as of this 2nd day of June 2023, by and between LVS NY HOLDCO 2, LLC, a Nevada limited liability company, having an address at 5500 Haven Street, Las Vegas, Nevada 89119 ("Coliseum Developer"), and MEMORIAL HOSPITAL FOR CANCER AND ALLIED DISEASES, a New York not-for-profit corporation, having an address at 1275 York Avenue, New York, New York 10065 ("MHCAD"; each of MHCAD and Coliseum Developer is sometimes generally referred to herein as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, the County of Nassau ("County"), as landlord, and Coliseum Developer, as tenant, entered into a Lease Agreement, effective as of June 2, 2023 (the "Coliseum Lease"), whereby County leased to Coliseum Developer the premises more particularly described on Exhibit A-2 attached hereto and the improvements thereon (the "Coliseum Parcel");

WHEREAS, MHCAD is the fee owner of the premises more particularly described on Exhibit A-3 attached hereto (the "Hospital Parcel"; each of the Coliseum Parcel and the Hospital Parcel sometimes generally referred to herein as a "Parcel" or the "Parcels" and collectively referred to herein as the "Site"; the Site as more particularly described on Exhibit A-1 attached hereto);

WHEREAS, the building now known as the Nassau Veterans Memorial Coliseum located on the Coliseum Parcel will be redeveloped and operated by Coliseum Developer (the "Coliseum");

WHEREAS, the Hospital Parcel is operated by MHCAD as a state-of-the-art ambulatory care facility;

WHEREAS, to facilitate the operation of the Parcels for the foregoing purposes, the Parties agree that the Parcels will have the benefit and burden of certain easements and covenants set forth in this Agreement, as more particularly set forth herein;

WHEREAS, Nassau Events Center, LLC (as predecessor-in-interest to Coliseum Developer, "NEC") and MHCAD had previously entered into that certain Easement Agreement, dated as of December 29, 2016 and recorded on December 29, 2016 in Liber 13456 Page 586 (the "Original Easement Agreement"), to provide for certain easements and covenants; and

WHEREAS, the Parties desire to terminate the Original Easement Agreement and the easements granted thereby and enter into this Agreement, effective as of June 2, 2023.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Coliseum Developer and MHCAD hereby covenant and agree as follows:

ARTICLE 1.

EXISTING DEVELOPMENTS

Section 1.1. Ambulatory Care Facility; MHCAD Accessways.

(a) Pursuant to the terms and conditions of the Original Easement Agreement, MHCAD (i) constructed the buildings and improvements comprising the ambulatory care facilities on the Hospital Parcel as more particularly described on Exhibit B¹ attached hereto (including, without limitation, the parking garage and related improvements located on the Hospital Parcel as more particularly described on Exhibit B hereto (the “MHCAD Parking Garage”) and described in Section 2.5 hereof) (the “Ambulatory Care Facility”), (ii) constructed the roadways and accessways within the common areas located on the Coliseum Parcel that directly abut the Hospital Parcel and are connected to the public intersections on Earle Ovington Boulevard and Hempstead Turnpike (the “Intersections”), as more particularly shown on the site plan attached to this Agreement as Exhibit C (such site plan, as the same may be amended from time to time, the “Site Plan”) and identified thereon as the “MHCAD Accessways” (the “MHCAD Accessways”), and (iii) modified and improved the Intersections (including without limitation all drive lanes and curb cuts) as more particularly shown on the Site Plan.

(b) Upon completion of the MHCAD Accessways, MHCAD tendered control over the MHCAD Accessways to NEC prior to the date hereof.

ARTICLE 2.

EASEMENTS AND OTHER RIGHTS

Section 2.1. Temporary Construction Easement.

Coliseum Developer hereby grants to MHCAD and its agents, employees and contractors a non-exclusive, non-apportionable approximately fifty (50) foot temporary surface easement on a portion of the Coliseum Parcel (the “Temporary Easement”), together with the right of ingress and egress over, across and upon portions of the Coliseum Parcel to the extent reasonably necessary to access the Easement Area (as hereinafter defined), for the sole purpose (and no other purpose) of [storing materials, trailers and other similar equipment, supplies or appurtenances] useful or necessary in connection with MHCAD’s expansion of the Ambulatory Care Facility (the “Expansion Work”); *provided, however*, that (a) the Temporary Easement shall be in effect only during periods when [materials are actually being stored upon the Easement Area] and shall expire upon the earlier of (i) the completion of the Expansion Work, (ii) if MHCAD fails to diligently and consistently prosecute the completion of the Expansion Work or (iii) December 31, 2024, and (b) the location of Temporary Easement shall be limited to the portion of the Coliseum Parcel designated as the “Temporary Easement” on Exhibit D attached hereto (the “Easement Area”). MHCAD and Coliseum Developer agree to cooperate with each

¹ NTD: MHCAD to provide an updated Exhibit B showing the constructed Ambulatory Care Facility and Parking Garage.

other so that the use and enjoyment of the Coliseum Parcel by Coliseum Developer and its Occupants and Permittees is not adversely affected by the Expansion Work of MHCAD. Upon the expiration or earlier termination of the Temporary Easement, MHCAD shall, at its sole cost and expense, restore the Easement Area to substantially the same condition it was in prior to MCHAD's use thereof, including without limitation, the removal of any stored items and any debris or rubbish thereon.

Section 2.2. Use of Roadways and Accessways on the Coliseum Parcel.

(a) Coliseum Developer, as grantor, hereby grants for the benefit of the Hospital Parcel, and for the use of MHCAD and its Occupants and Permittees, as grantees, a nonexclusive easement solely for ingress and egress by vehicular and pedestrian traffic, as applicable, upon, over and across (a) the MHCAD Accessways and (b) to the extent open and accessible to the Occupants and Permittees of the Coliseum Parcel (and subject to closures (i) in respect of Coliseum Events, commencing at the same time Coliseum Developer begins collecting parking fees for a Coliseum Event and ending three hours after such Coliseum Event has ended, (ii) as provided in Section 6.2, and/or (iii) for periodic maintenance, restoration and/or repair), all other driveways and roadways serving the Coliseum Parcel, solely for the purpose of access to the Hospital Parcel, the public roadways, sidewalks and other accessways adjacent thereto. As used herein, "Coliseum Event" means any scheduled event sponsored, managed or supervised by the Coliseum Developer, AEG Management Nassau, LLC or their respective successors, assigns, agents and/or affiliates, including, without limitation, sporting events, concerts, theatrical or other performance arts presentations, festivals, conferences, conventions, civic events, charity events, circuses or carnivals occurring inside the Coliseum or any other building or other structure on the Coliseum Parcel or on the land within the Coliseum Parcel.

(b) Neither Coliseum Developer nor MHCAD shall, without the prior written consent of the other Party, make any changes to the MHCAD Accessways that would result in (i) the reduction in the number of lanes in or, other than to an immaterial extent, the width of the roadways comprising the MHCAD Accessways or (ii) a material change to the Intersections.

(c) Coliseum Developer shall cause the MHCAD Accessways to be maintained in good condition and repair. Such maintenance shall include (i) repairing potholes and pavement heaves and otherwise maintaining the surfaces in an appropriately level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be reasonably at least equal in quality, use and durability (including, without limitation, periodic replacements and repaintings of the surfacing material); (ii) removing (and/or pre-salting and plowing as to ice and snow) ice and snow, mud and sand, debris, papers, filth and refuse, and sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, it being understood and agreed that plowing and/or snow removal shall be performed, to the extent permitted by applicable weather conditions, so as to allow the Occupants and Permittees of the Hospital Parcel to have access to the Hospital Parcel daily from 5:00 a.m. until 9:00 p.m. on days on which the Ambulatory Care Facility on the Hospital Parcel is open for business (it being agreed that MHCAD may cause ice and snow to be removed and/or plowed from the MHCAD Accessways if Coliseum Developer fails to cause such removal to have occurred by 5:00 a.m., with reimbursement by Coliseum Developer for those costs which are (A) reasonably incurred by MHCAD, and (B) directly related to snow and

ice removal and/or plowing from the MHCAD Accessways and not for the MHCAD Parking Garage itself); (iii) supervising and managing traffic and traffic patterns within and along the MHCAD Accessways as reasonably necessary in order to maintain an orderly and proper traffic flow during all Coliseum Events and any construction activities conducted by Coliseum Developer, so as to allow the Occupants and Permittees of the Hospital Parcel to have access to the Hospital Parcel daily from 5:00 a.m. until 9:00 p.m. on days on which the Ambulatory Care Facility on the Hospital Parcel is open for business; and (iv) operating, keeping in repair and replacing, where necessary, such signage and artificial lighting facilities (if any) as shall be reasonably necessary.

(d) MHCAD shall be permitted to erect, or, if already erected, permitted to retain, one or more fences, barriers, gates or other obstructions on the boundary of the Hospital Parcel, even if the same would prevent or obstruct ingress or egress between the Hospital Parcel and the MHCAD Accessways, except that any such fence, barrier, gate or other obstruction (i) shall comply with applicable federal, state and local laws, statutes, codes, acts, ordinances, orders, judgments, regulations, permits, licenses, acts, decrees, injunctions, rules, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Coliseum Parcel or the Hospital Parcel or any part thereof (collectively, "Legal Requirements"), (ii) shall not restrict vehicular and pedestrian access to and egress from the improvements on the Hospital Parcel at the points designated therefor on the Site Plan in accordance with Section 2.5 of this Agreement), (iii) shall not encroach over, upon, or under, or otherwise interfere with, the Coliseum Parcel (including, without limitation, the exercise and/or enjoyment by Coliseum Developer of any of its rights under this Agreement), (iv) in the case of temporary construction fencing, shall incorporate green mesh netting and (v) in the case of permanent fencing, shall be designed, constructed and maintained by MHCAD in a manner consistent with both (A) the overall design of the Site and (B) comparable improvements at other newly-constructed, Class A ambulatory care facilities of comparable medical institutions in the New York City metropolitan area.

(e) For purposes of this Agreement, (i) "Occupant" or "Occupants" means any individual, partnership, firm, association, corporation, limited liability company, trust, governmental agency, administrative tribunal or any other form of business or legal entity from time to time entitled to the use and occupancy of any portion of the Parcels under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement; and (ii) "Permittees" means the applicable Occupants and their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, subtenants, and concessionaires insofar as their activities relate to the intended use of the Parcels.

Section 2.3. Utility Lines and Facilities.

(a) Coliseum Developer, as grantor, hereby grants for the benefit of MHCAD, and for the use of MHCAD and its Occupants and Permittees, as grantees, a nonexclusive easement under, through and across the areas within the Coliseum Parcel identified on the Site Plan as the "MHCAD Utility Easement" (including a temporary license for access and passage over and across the same) for the installation, operation, flow, passage, use, maintenance, connection, repair, restoration, removal and replacement of facilities and systems for the

transmission or other provision of gas, electric, water and sewer and/or other utility services by public or private utilities ("Utility Lines") providing such services to the Hospital Parcel and the Occupants thereof. All such Utility Lines shall be installed and maintained below the ground level or surface of the MHCAD Utility Easement, except that customary junction boxes may be installed and maintained at ground level. MHCAD shall bear all costs and expenses related to the installation, operation, maintenance, repair and replacement of the aforesaid Utility Lines, and shall repair to the specifications existing prior to such damage to the Coliseum Parcel resulting from such installation or use. The installation, operation, maintenance, repair, restoration and replacement of such Utility Lines and the use of the MHCAD Utility Easement shall not interfere with the normal access to the Coliseum Parcel, operation of any business in or on the Coliseum Parcel or utility service to the Coliseum Parcel.

(b) MHCAD, as grantor, hereby grants for the benefit of Coliseum Developer, and for the use of Coliseum Developer and its Occupants and Permittees, as grantees, a nonexclusive easement under, through and across the areas within the Hospital Parcel identified on the Site Plan as the "Coliseum Utility Easement" (including a temporary license for access and passage over and across the same) for the installation, operation, flow, passage, use, maintenance, connection, repair, restoration, removal and replacement of Utility Lines providing such services to the Coliseum Parcel and the Occupants thereof. All such Utility Lines shall be installed and maintained below the ground level or surface of the Coliseum Utility Easement, except that customary junction boxes may be installed and maintained at ground level. Coliseum Developer shall bear all costs and expenses related to the installation, operation, maintenance, repair and replacement of the aforesaid Utility Lines, and shall repair to the specifications existing prior to such damage to the Hospital Parcel resulting from such installation or use. The installation, operation, maintenance, repair, restoration and replacement of such Utility Lines and the use of the Coliseum Utility Easement shall not interfere with the normal access to the Hospital Parcel, operation of any business in or on the Hospital Parcel or utility service to the Hospital Parcel.

(c) At any time and from time to time, Coliseum Developer or MHCAD, as applicable, shall have the right to install, repair, maintain and/or relocate on its Parcel(s) any Utility Lines installed (or to be installed) pursuant to the foregoing grants of easements which is then located (or to be located) on the Coliseum Parcel or the Hospital Parcel, as applicable; *provided* that (i) any such repair, maintenance and/or relocation shall be performed without cost or expense to the other Party and (ii) any such repair, maintenance and/or relocation shall (A) be commenced only after reasonable prior notice to the other Party, (B) be completed as promptly as is commercially practicable, (C) except in the case of an emergency, in the case of the Hospital Parcel, occur outside the business hours of the business(es) being conducted on the Hospital Parcel and, in the case of the Coliseum Parcel, such work should be conducted Monday through Thursday between 9:00 AM and 5:00 PM, or as mutually agreed to by the Parties; provided, however, that from the date hereof until the date that Coliseum Developer's obligations under the Coliseum Lease to develop or redevelop the Coliseum Parcel have been satisfied, the Parties agree that any such repair, maintenance and/or relocation may occur during the business hours of the business(es) being conducted on such Parcel by the other Party (which, in the case of the Coliseum Parcel, shall include any time in which Coliseum Events are scheduled); provided, however, that the Party performing such repair, maintenance and/or relocation shall provide advance written notice to the other Party and in the event that the other

Party reasonably objects to the timing of such repair, maintenance and/or relocation, shall use commercially reasonable efforts to perform such repair, maintenance and/or relocation at a time reasonably acceptable to the other Party, and (D) shall not otherwise interfere in any material respect with the business operation of the other Party or its respective Occupants.

(d) No Party shall take, or permit any Occupant to take, any action which shall interrupt or interfere with any electric, gas, water, sewage, telephone or other utility service to the buildings and other improvements on the other Parcel.

Section 2.4. Drainage.

Coliseum Developer, as grantor, hereby grants for the benefit of MHCAD, and for the use of MHCAD and its Occupants and Permittees, as grantees, the right and easement to discharge surface storm water drainage and/or runoff from the Hospital Parcel over, upon and across the unimproved and/or paved areas of the Coliseum Parcel, subject to compliance with all applicable Legal Requirements. MHCAD, as grantor, hereby grants for the benefit of Coliseum Developer, and for the use of Coliseum Developer and its Occupants and Permittees, as grantees, the right and easement to discharge surface storm water drainage and/or runoff from the Coliseum Parcel over, upon and across the unimproved and/or paved areas of the Hospital Parcel, subject to compliance with all applicable Legal Requirements. No Party shall alter or permit to be altered the surface of such areas or the drainage/retention system constructed on its Parcel if such alteration would materially increase the flow of surface water onto the adjacent Parcel either in the aggregate or by directing the flow of surface water to a limited or inappropriate area or be in violation of any Legal Requirements. Each Party shall maintain all drains, gutters, downspouts, berms, swells, and other drainage facilities and systems located on its Parcel in a neat, orderly, safe and sanitary condition, and in such a manner as to facilitate the orderly discharge of water by means thereof.

Section 2.5. MHCAD Parking Garage.

(a) At all times during the term of this Agreement, the number of parking spaces within the MHCAD Parking Garage and the other parking areas within the Hospital Parcel, if any, shall be sufficient to accommodate the number of parking spaces required by applicable Legal Requirements for the Hospital Parcel. To effect compliance with the foregoing covenant, the MHCAD Parking Garage and the other parking areas within the Hospital Parcel, if any, shall not be modified so as to eliminate or reduce the number of parking spaces within the same below the greater of 450 and the number required by applicable Legal Requirements. Except to the extent otherwise required by applicable Legal Requirements for the Hospital Parcel, in no event shall the number of parking spaces within the MHCAD Parking Garage required by this Agreement be more than 450.

(b) In no event shall any fence, barrier or other obstruction be permitted or erected on the Hospital Parcel if the same would prevent or unreasonably obstruct the passage of pedestrians and vehicular traffic over the Hospital Parcel for ingress and egress to the MHCAD Parking Garage except (i) as required by applicable Legal Requirements or (ii) as may be reasonably necessary for safety or traffic mitigation issues or (iii) as otherwise expressly provided herein (including, for example, in Section 2.2(d)).

(c) MHCAD shall maintain the MHCAD Parking Garage in good condition and repair, and the costs of maintaining, managing, operating, insuring, policing, securing, repairing, replacing, enhancing and protecting the MHCAD Parking Garage shall be paid by the owner of the Hospital Parcel.

(d) If the MHCAD Parking Garage is damaged or destroyed by fire or other cause, MHCAD shall diligently cause the repair, restoration or rebuilding of the MHCAD Parking Garage to substantially the same condition that existed prior to such damage or destruction (to the extent then permitted under then applicable Legal Requirements) or as MHCAD and Coliseum Developer shall otherwise approve, subject to delays due to Events of Force Majeure.

Section 2.6. MHCAD Accessways Maintenance Costs.

(a) Except as otherwise expressly provided herein, MHCAD shall have no liability for, or be required to make any contributions or payments to Coliseum Developer on account of, the costs and expenses incurred by Coliseum Developer in connection with Coliseum Developer's maintenance of the MHCAD Accessways ("Accessways Maintenance Costs").

(b) Notwithstanding anything herein to the contrary, MHCAD shall be solely responsible for Accessways Maintenance Costs to the extent such Accessways Maintenance Costs arise from, or relate to, or result from the gross negligence or willful misconduct of MHCAD (such Accessways Maintenance Costs, "MHCAD Accessways Maintenance Costs"). MHCAD shall reimburse the Coliseum Developer for MHCAD Accessways Maintenance Costs within thirty (30) days after submission of an undisputed invoice therefor by Coliseum Developer to MHCAD (such invoicing to be not more frequently than monthly).

(c) Coliseum Developer shall retain copies of the invoices, statements, documents and other supporting records relating to the MHCAD Accessways Maintenance Costs at Coliseum Developer's (or its managing agent's) principal office in the State of New York, and upon reasonable prior notice to Coliseum Developer given by MHCAD to Coliseum Developer within one (1) year after Coliseum Developer delivers to MHCAD any invoice or statement for MHCAD's share of the MHCAD Accessways Maintenance Costs, MHCAD (and/or its designee) shall have the right to inspect and audit Coliseum Developer's records relating to the MHCAD Accessways Maintenance Costs reflected in the invoice or statement. Coliseum Developer shall retain its records for MHCAD Accessways Maintenance Costs for at least one (1) year after delivery of an invoice or statement therefor to MHCAD (and Coliseum Developer may discard records for any given invoice or statement one (1) year after the delivery of the related invoice or statement, or at any time thereafter).

(d) Prior to commencing any major repair(s) or maintenance to the MHCAD Accessways (i.e., any repair(s) or maintenance to the MHCAD Accessways estimated to cost at least \$100,000 in Constant Dollars) (each, a "Major MHCAD Accessways Maintenance Project"), Coliseum Developer shall provide notice in advance to MHCAD requesting MHCAD's approval of a proposed Major MHCAD Accessways Project, which notice must be provided to MHCAD no later than ninety (90) days in advance of the commencement of a Major MHCAD Accessways Maintenance Project, and shall (1) state the reasons such Major MHCAD

Accessways Maintenance Project is needed, (2) include a reasonably detailed description of the work necessary to complete such Major MHCAD Accessways Maintenance Project and (3) include a reasonable estimate of the total costs and expenses to complete such Major MHCAD Accessways Maintenance Project. MHCAD shall have the right to notify Coliseum Developer of MHCAD's objection to the proposed Major MHCAD Accessways Maintenance Project within fourteen (14) days after receipt of Coliseum Developer's notice; *provided* that if no objection is received by Coliseum Developer within such time, MHCAD shall be deemed to have approved the proposed Major MHCAD Accessways Maintenance Project. MHCAD shall be under no obligation to make contributions to Coliseum Developer on account of the Major MHCAD Accessways Maintenance Project pursuant to this Section 2.6. In the event MHCAD timely objects to any proposed Major MHCAD Accessways Maintenance Project, the parties shall cooperate in good faith to resolve such objection with the understanding that significant periodic repairs and maintenance are necessary to keep the MHCAD Accessways in satisfactory condition.

ARTICLE 3.

SIGNAGE; ALLOCATION OF DEVELOPMENT RIGHTS

Section 3.1. MHCAD Signage; Naming Rights.

(a) In no event shall MHCAD (or its Occupants or Permittees) have any right to install any signage within the Coliseum Parcel, except that MHCAD may, after reasonable prior notice to and consultation with Coliseum Developer, at MHCAD's sole cost and expense and in a manner consistent with Coliseum Developer's then signage program for the Coliseum Parcel, install and maintain directional and/or wayfinding signage along roadways on the Coliseum Parcel if and to the extent expressly required by applicable governmental authorities having jurisdiction over the Hospital Parcel and/or the Coliseum Parcel (with Coliseum Developer having the right, at MHCAD's reasonable expense, after MHCAD has obtained approvals from the applicable governmental authorities, (x) to contest the applicability of such requirements, and (y) to object to, and demand removal and/or replacement of, any signage which was installed on the Coliseum Parcel, which signage is, in the Coliseum Developer's sole discretion, inconsistent with the Coliseum Developer's then signage program for the Coliseum Parcel or determined by the applicable governmental agency to not be required or to be permitted to be located in a different place). Furthermore, in no event may MHCAD (or its Occupants or Permittees) be permitted to install any signage, billboards or other advertisements readily visible from other portions of the Site, or the public roadways, sidewalks and other accessways with respect thereto, for the benefit of any third party (i.e., any party other than the Occupants and Permittees of the Hospital Parcel).

(b) MHCAD acknowledges that Coliseum Developer intends to sell naming and/or sponsorship rights to third parties for all or portions of the Site. Accordingly, Coliseum Developer will retain all rights to enter into naming rights and/or sponsorship arrangements with third parties for all or portions of the Site, and, except for customary signage for the building on the Hospital Parcel (both building and monument signage) that identifies MHCAD, MHCAD will not have any corporate, or for profit naming right, sponsorship and/or signage rights for the Hospital Parcel. Nothing in this Section 3.1(b) shall restrict MHCAD's ability to install and

maintain (1) signage within the buildings on the Hospital Parcel that is not visible from the exterior of such buildings and/or (2) after reasonable prior written notice to Coliseum Developer, (A) customary signage upon or within the buildings on the Hospital Parcel that recognize one or more individual philanthropic donors (i.e., natural persons) who have made charitable contributions to MHCAD in support of such buildings and/or (B) temporary signage upon the buildings on the Hospital Parcel during charitable events occurring within such buildings and/or at other MHCAD medical facilities, provided such temporary signage is promptly removed within two (2) days after the occurrence of the charitable event and that such signage is not in place for more than thirty (30) consecutive days or more than forty-five (45) days in any given sixty (60) day period. Each Party agrees it shall not engage in or allow the practice of "ambush marketing" on its Parcel (i.e., allowing signage to be erected on its Parcel if such signage could reasonably be determined as an attempt to associate a person, company or other interest with a program or event on the other Parcel which is sponsored by a rival or competitor to such person, company or other interest).

Section 3.2. Development Rights.

(a) [Intentionally omitted]

(b) MHCAD acknowledges that the Coliseum Parcel may be further developed or redeveloped by Coliseum Developer, and agrees not to directly or indirectly interfere with or oppose any such further development or redevelopment. Notwithstanding the foregoing, MHCAD may object to any further development or redevelopment of the Coliseum Parcel if and to the extent that such further development or redevelopment will, during times that the Ambulatory Care Facility thereon is scheduled to be open for business, (1) substantially prevent access to the Hospital Parcel, the MHCAD Accessways or other public road (with the understanding that temporary relocation of the access points and roadways serving the Hospital Parcel, including the MHCAD Accessways, in connection with such further development shall not be deemed to "substantially prevent" access to the Hospital Parcel) and/or (2) prevent the Hospital Parcel from obtaining any then existing gas, electric, water, sewer and/or other essential utility services.

ARTICLE 4.

INDEMNIFICATION / INSURANCE

Section 4.1. Indemnification.

(a) To the fullest extent permitted by law, the Coliseum Developer and MHCAD each shall hold the other, and their respective directors, officers, agents, managers, employees, servants, contractors, successors, affiliates, equityholders and subsidiaries, harmless, and shall defend and indemnify one another from and against any and all direct, indirect or consequential claims, suits, liens, losses, liabilities, damages, judgments and expenses, including reasonable attorney fees and disbursements and court costs ("Claims") arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding the use, development, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership (collectively "Use" or "Uses") of their respective premises as described

herein as the Hospital Parcel (for MHCAD) and the Coliseum Parcel (for the Coliseum Developer).

(b) MHCAD, and its respective directors, officers, agents, managers, employees, servants, contractors, successors, affiliates, equityholders and subsidiaries, shall be indemnified under this provision by the Coliseum Developer for those Uses by the Coliseum Developer, and its Occupants and Permittees, of the Hospital Parcel and any facilities located thereon, including, but not limited to, the MHCAD Parking Garage as provided in Section 2.5 hereof and the utilities and facilities easements as provided in Section 2.3 hereof.

(c) Coliseum Developer, and its respective directors, officers, agents, managers, employees, servants, contractors, successors, affiliates, equityholders and subsidiaries shall be indemnified under this provision by MHCAD for those Uses by MHCAD, and its Occupants and Permittees, of the Coliseum Parcel and any facilities located thereon, including, but not limited to, the MHCAD Accessways as provided in Section 1.1 hereof, the driveways and roadways serving the Coliseum Parcel provided in Section 2.2 hereof, and the utilities and facilities easements as provided in Section 2.3 hereof.

(d) The indemnification provided by this Section 4.1 shall not apply to indemnify Coliseum Developer or its directors, officers, agents, managers, employees, servants, contractors, successors, affiliates, equityholders and subsidiaries to the extent that Claims are directly caused by the intentional, willful, wanton, reckless or negligent conduct of Coliseum Developer or any of its directors, officers, agents, managers, employees, servants, contractors, successors, affiliates, equityholders and subsidiaries.

(e) The indemnification provided by this Section 4.1 shall not apply to indemnify MHCAD or its directors, officers, agents, managers, employees, servants, contractors, successors, affiliates, equityholders and subsidiaries to the extent that Claims are directly caused by the intentional, willful, wanton, reckless or negligent conduct of MHCAD or any of its directors, officers, agents, managers, employees, servants, contractors, successors, affiliates, equityholders and subsidiaries.

(f) The indemnification obligations of Coliseum Developer and MHCAD under this Section 4.1 shall survive the termination or expiration of this Agreement.

Section 4.2. Coliseum Developer's Insurance.

At all times during the term of this Agreement, Coliseum Developer shall maintain at least the types and amounts of insurance required pursuant to the Coliseum Lease, the terms of which, as they relate to types and amounts of insurance, are incorporated herein by reference. Coliseum Developer shall cause MHCAD: (i) to be named as an additional insured on all policies of general public liability insurance; (ii) to be provided, on an annual basis, with a certificate of insurance identifying MHCAD as an additional insured on such policies; and (iii) to be provided with prompt notice of the cancellation or termination of the insurance referenced in the Coliseum Lease.

Section 4.3. MHCAD's Insurance.

(a) At all times during the term of this Agreement, MHCAD shall maintain at least the following types and amounts of insurance: (i) commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Hospital Parcel; such insurance to afford protection to the limit of not less than \$10,000,000 for injury or death of a single person, and to the limit of not less than \$10,000,000 for any one occurrence, and to the limit of not less than \$5,000,000 for property damage (each such amount in Constant Dollars, as defined below), and (ii) property insurance covering the MHCAD Parking Garage in an amount equal to one hundred (100%) percent of the full replacement value thereof (excluding foundations and footings). Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the Hospital Parcel. Policies of commercial general liability insurance provided for in this Section 4.3 that are maintained by MHCAD shall name the Coliseum Developer and other parties reasonably designated by the Coliseum Developer and having an insurable interest, as an additional insured. MHCAD shall, within ten (10) days of Coliseum Developer's request therefor, provide Coliseum Developer with a certificate(s) of insurance in form and substance reasonably satisfactory to Coliseum Developer evidencing that the insurance required to be carried by MHCAD is in full force and effect.

(b) All insurance required by this Section 4.3 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility, licensed to do and doing business in the State of New York.

ARTICLE 5.

SELF HELP

If a Party fails to perform any provision of this Agreement, then, after thirty (30) days' prior written notice (except that no notice shall be required in an emergency), the Party adversely affected by such failure shall have the right, but not the obligation, to enter upon the Parcel of the defaulting Party to cure such default for the account of and at the cost and expense of such defaulting Party. If a Party exercises its self-help right, then, within thirty (30) days after receipt of an invoice from the curing Party, the defaulting Party shall reimburse to such curing Party all costs reasonably incurred by the curing Party in curing such default.

ARTICLE 6.

MISCELLANEOUS

Section 6.1. Release from Liability.

Any person acquiring fee or leasehold or subleasehold title to any Parcel or any parcel to which this Agreement shall be extended, shall be bound by this Agreement only as to the Parcel, or portion thereof, acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold or subleasehold owner of such tract or portion thereof. The obligations, liabilities or responsibilities that accrue during the period such person is the fee or leasehold or subleasehold owner of such Parcel or portion thereof shall survive such person's fee or leasehold or subleasehold ownership of such Parcel. Although

persons may be released from their obligations hereunder, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said Parcels running with the land so long as the Coliseum Lease is in full force and effect.

Section 6.2. No Public Dedication.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever, it being the intention of the Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed. Any Party shall have the right to close, if necessary, all or any portion of its Parcel from time to time as may be necessary, in the opinion of such Party, to prevent a dedication thereof or the accrual of any rights of the public therein or to prevent any person from claiming an adverse or prescriptive right in and to such portion; *provided, however*, such period of closure shall be limited to one (1) day unless a longer period is required by applicable Legal Requirements to prevent any of such rights vesting in favor of the public or an adverse claimant. Each Party covenants to give the other Party ten (10) business days' written notice, including an identification of the area in question, prior to such temporary closure.

Section 6.3. Remedies Cumulative.

No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

Section 6.4. Rights of Successors.

The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land so long as the Coliseum Lease is in full force and effect. This Agreement shall bind and inure to the benefit of the Parties and their respective representatives, lessees, successors and assigns.

Section 6.5. Amendment.

(a) Subject to Section 6.5(b) below, this Agreement (including exhibits) may be amended only with the unanimous consent of the Parties and then only by a writing executed in the same manner as this Agreement.

(b) Notwithstanding the provisions of Section 6.5(a) above, but subject to the remainder of this Section 6.5(b), the Parties agree to obtain the County's prior written consent (not to be unreasonably withheld, conditioned or delayed) for any amendment to this Agreement that (i) grants or creates any covenant, declaration, easement or restriction over the Coliseum Parcel that is not already provided for in this Agreement and/or (ii) adversely effects protections afforded to the County under this Agreement and/or expands the rights of MHCAD over the Coliseum Parcel under this Agreement and/or reduces the rights of the Coliseum Parcel over the Hospital Parcel (as applicable) under this Agreement, in any case under this clause (ii) under any of the following provisions of this Agreement: Section 2.2(b), Section 2.3(a) (relating to the MHCAD Utility Easement); Section 2.4; the last sentence of Section 6.1; the first sentence of Section 6.4; this Section 6.5(b); Section 6.10; and Section 6.18. Any amendment for which the

consent of the County is to be obtained under the preceding provisions of this Section 6.5(b) shall be referred to as a “County Consent Item”. For the avoidance of doubt, County Consent Items shall not include any: (x) waivers or variances granted by either Party to the other under Section 6.18 hereof; (y) amendments that pertain only to the Hospital Parcel (except as specifically provided elsewhere in this Section 6.5(b)); and/or (z) any amendments that relate only to any of the following: construction staging by MHCAD under Section 2.1, Section 2.2 (other than 2.2(b)); Section 2.3(b) through 2.3(d); Section 2.5 (other than as stated above); MHCAD Accessways Maintenance Costs under Section 2.6; Articles 3, 4, and 5; Sections 6.1 through 6.4 (other than the first sentence of 6.4); Sections 6.7 through 6.9 and 6.11 through 6.17; Section 6.19 through Section 6.22; and Sections 7.2 and 7.3. Accordingly, the Coliseum Developer shall be required to provide prior written notice to the County of any proposed County Consent Item. The County shall have twenty (20) business days from receipt of such notice to notify the Coliseum Developer in writing whether it intends to grant its consent to such proposed County Consent Item, and if the County intends not to grant such consent, then such notice by the County shall include the basis for the County’s objection in reasonable detail, with it being recognized that Coliseum Developer is in possession of the Coliseum Parcel under the Coliseum Lease. The County shall also indicate in its response whether or not the County anticipates the need for any third-party approvals (e.g., legislative approval) in connection with the granting of its consent to the proposed County Consent Item, and if any such approval is anticipated to be needed by the County, a reasonably detailed identification of those anticipated approvals and the time periods estimated by the County for obtaining the same. In the event that at any time in the foregoing process the County responds in writing that the proposed County Consent Item is acceptable to the County as proposed, then such proposed County Consent Item shall be deemed consented to by the County. In the event that the County notifies the Coliseum Developer of its intent to grant its consent but that approvals are required in connection therewith, then the County shall have forty-five (45) business days from the date of such notice to grant written consent to the Coliseum Developer within which time the County will obtain all approvals necessary to grant such consent and the County shall proceed with reasonable diligence during such time period in order to obtain such approvals. In the event that the County notifies the Coliseum Developer that the County will not grant its consent to a proposed County Consent Item, the County agrees to negotiate such proposed County Consent Item in good faith with the Parties, and the County shall have forty-five (45) business days from the date of the final, negotiated resolution of such amendment to grant written consent to the Coliseum Developer within which time the County will obtain all approvals necessary to grant such consent. The Parties acknowledge and agree that for purposes of this Section 6.5(b), the County shall be an intended third party beneficiary of this Section 6.5(b) and, as such, shall be entitled to the rights set forth in this Section 6.5(b) to approve County Consent Items and all remedies provided by applicable law or in equity in enforcing such rights in any case where a County Consent Item was implemented by the Parties without the consent or deemed consent of the County as provided above, notwithstanding the County is not an active Party to this Agreement.

Section 6.6. Duration.

The term of this Agreement shall, subject to any extension pursuant to Section 7.1 hereof, be limited to the period from the date of execution and delivery of this Agreement by the Parties until the expiration or termination of the Coliseum Lease (including any renewals, extensions or replacements thereof).

Section 6.7. Headings.

The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof. The singular number herein includes the plural and the masculine gender includes the feminine and neuter. References herein to a "person" shall be deemed to include references to corporations, limited partnerships, limited liability companies and other entities organized under applicable state law.

Section 6.8. Constant Dollars.

As in this Agreement, (i) "Constant Dollars" means the present value of the U.S. dollar to which such phrase refers. An adjustment shall occur on January 1, 2024, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted (which amount that is adjusted shall always be the original amount that is subject to a Constant Dollar adjustment rather than the amount escalated or increased by reason of a Constant Dollar adjustment) by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number; (ii) "Current Index Number" means the level of the Index for the month of December of the year preceding the adjustment year, but not less than the level of the Index for the prior adjustment period; (iii) "Base Index Number" means the level of the Index for the month of December, 2019; and (iv) "Index" means the Consumer Price Index for All Urban Consumers, U.S. City Average, All items, published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84-100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Parties shall substitute for the Index comparable statistics as computed by an agency of the United States government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

Section 6.9. Injunctive Relief.

In the event of any violation or threatened violation by any person of any of the easements, restrictions or other terms of this Agreement, any or all of the Parties adversely affected thereby shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity.

Section 6.10. Transfer of Interests: Notices.

(a) Any notice or communication which either Party is required to give to the other shall be in writing (except as otherwise provided in Section 2.5 of this Agreement), shall make specific reference to the Section of this Agreement to which such notice is applicable (if any), shall set forth the time period (if any) set forth in this Agreement for response by the party being notified and shall be given in the manner set forth herein and addressed as set forth herein (the foregoing, a "Notice"). Any Notice shall be given by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier addressed to the other at the address below set forth or to such other address as either Party may from time to time direct by

Notice to the other party, and such Notice shall be deemed to have been given (a) three (3) business days after mailed by registered or certified mail in a properly addressed, sealed and postage prepaid wrapper or (b) one (1) business day after delivery to a nationally recognized overnight courier:

In the case of Notices to Coliseum Developer:

LVS NY HOLDCO 2, LLC
5500 Haven Street
Las Vegas, Nevada 89119
Attention: Zac Hudson
Robert Cilento

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
395 9th Avenue
New York, New York 10001
Attention: Audrey L. Sokoloff
Nesa R. Amamoo
Email: Audrey.Sokoloff@skadden.com
Nesa.Amamoo@skadden.com

In the case of Notices to MHCAD:

Memorial Hospital for Cancer and Allied Diseases
c/o Memorial Sloan-Kettering Cancer Center
1275 York Avenue
New York, New York 10065
Attn: Senior Vice President, Facilities Management

with a copies to:

Memorial Sloan-Kettering Cancer Center
633 Third Avenue
New York, New York 10017
Attn: Executive Vice President and Chief Financial Officer

In the case of Notices to the County:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501
Attention: County Executive

with copies to:

Nassau County Attorney's Office
One West Street
Mineola, New York 11501
Attention: County Attorney

and to:

West Law Group, PLLC
81 Main Street, Suite 510
White Plains, New York 10601
Attention: Managing Partner

Attorneys for the Parties may give notices on behalf of their respective clients.

(b) In the event that any person or entity (the "Acquiring Party") shall acquire a fee interest or leasehold interest in any Parcel subject to this Agreement, or any portion thereof, the Acquiring Party shall provide notice to each Party hereto (or any assignee or successor thereto) a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, and the date that such interest was acquired. Until such time as an Acquiring Party provides such notice in accordance with the terms of this Section 6.10(b), it shall not be entitled to receive any notice required or permitted to be given under this Agreement.

Section 6.11. Estoppel Certificates.

Any Party may, at any time and from time to time, in connection with the sale, lease or sublease of such Party's interest in a Parcel, or in connection with the financing or refinancing of such Party's interest in a Parcel by bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver written notice to the other Party requesting the other Party to execute certificates certifying that to the actual respective knowledge of such other Party, (a) neither the requesting Party nor the other Party is in default in the performance of its obligations under this Agreement, or, if a default is alleged, specifically describing the nature and amount thereof, and (b) confirming that this Agreement has not been amended (or, if so, identifying the amendments), and is in full force and effect. Each Party shall execute and return such a certificate within ten (10) days after receipt of a request therefor. The Parties hereto acknowledge that such certificates may be relied upon by transferees, mortgagees, Occupants and leaseback lessors. Such statement shall act as a waiver of any claim by the person furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer, Occupant or purchaser for value without knowledge of facts to the contrary of those contained in the statement and who has acted in reasonable reliance upon the statement. The issuance of an estoppel certificate shall in no event subject the person furnishing it to any liability for the negligent or inadvertent failure of such person to disclose correct and/or relevant information (but it shall estop such person from making assertions contrary to those set forth in the certificate for the period covered by the certificate), nor shall such issuance be construed to waive any rights of the issuer to challenge

acts committed by other parties for which approval by the parties was required but not sought or obtained.

Section 6.12. Breach Shall Not Permit Termination.

A breach of this Agreement shall not entitle any Party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Agreement.

Section 6.13. Waiver.

The failure of a Party to insist upon strict performance of any of the restrictions or other terms and provisions contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions or other terms and provisions contained herein by the same or any other Party.

Section 6.14. Severability.

If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by applicable Legal Requirements.

Section 6.15. Not a Partnership.

The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties hereto. This Agreement is solely for the benefit of the Parties and shall neither (a) be deemed to confer upon anyone other than such Parties any right to insist upon or to enforce the performance or observance of any of the obligations contained herein nor (b) be deemed to create any third party beneficiary status. Each Party shall be considered a separate party and no Party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

Section 6.16. Joint and Several Obligations.

In the event any Party is composed of more than one person, the obligations of such Party shall be joint and several.

Section 6.17. Limitation on Liability.

There shall be absolutely no corporate, partnership or personal liability of corporations, partnerships or persons who constitute a Party hereunder, including, but not limited to, officers, directors, employees or agents thereof, with respect to any of the terms, covenants, conditions and provisions of this Agreement. In the event of a default of a Party hereunder, the non-

defaulting Party(ies) who seeks recovery from such defaulting Party shall look solely to the interest of such Party in the Parcel of such Party for the satisfaction of each and every remedy of the non-defaulting Party; *provided, however*, the foregoing shall not in any way impair, limit or prejudice the right of any Party to pursue equitable relief in connection with any easement or restriction of this Agreement, including a proceeding for a temporary restraining order, preliminary injunction, permanent injunction or specific performance, as provided in this Agreement.

Section 6.18. Variances.

Where appropriate, a Party may, in its sole and absolute discretion, grant written variances to the provisions in this Agreement (in lieu of an amendment), signed by the Party adversely affected by such variance, where strict adherence to the requirements of this Agreement would, in the judgment of the affected Party, cause undue hardship. The County shall be entitled to reasonable notice of any variance granted by a Party to this Agreement within ten (10) business day after the granting of such variance.

Section 6.19. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Section 6.20. Agreement Superior: Mortgages.

(a) This Agreement, and the easements and covenants established hereby with respect to each Party and Parcel, and any amendment hereto recorded in the Nassau County Clerk's Office, shall be superior and senior to any lien placed upon such Party's interest in its respective Parcel, including the lien of any mortgage or deed of trust, as well as superior and senior to any lease encumbering or affecting any Parcel or portion thereof (subject, however, to the other terms and provisions hereof) which is derived from such Party's interest in its Parcel, notwithstanding that this Agreement or any amendment hereto may be recorded subsequent to any such mortgage, deed of trust or lease. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage, deed of trust or lease, but all the easements and restrictions and other provisions, terms and conditions contained in this Agreement and any amendment hereto shall be binding upon and effective against any person (including, but not limited to, any mortgagee) who acquires a Party's interest to any Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

(b) Nothing in this Agreement shall limit the right of either Party to place a mortgage on its interest in a Parcel or any portion thereof. If any mortgage is placed upon a Party's interest in a Parcel or any portion thereof, said mortgage shall be subject and subordinate to this Agreement. No mortgagee shall have any rights under this Agreement unless and until the applicable Party that has granted such mortgage has notified the other Party of the name and address of said mortgagee. Upon the delivery of such notification, the specified mortgage shall be deemed to be a "Mortgage" and the specified mortgagee shall be deemed to be a "Mortgagee".

(c) In the event that either Party claims that the other Party is in default of any provision of this Agreement (the former Party, the "Non-Defaulting Party" and the latter Party, the "Defaulting Party"), such Non-Defaulting Party shall give to each Mortgagee of the Defaulting Party a copy of each notice of default, breach or other violation of this Agreement given by such Non-Defaulting Party to the Defaulting Party contemporaneously with the giving of such notice to the Defaulting Party, and no such notice of default shall be effective unless and until a copy thereof has been delivered to each Mortgagee of the Defaulting Party. Each Party shall accept performance of any covenant, condition or agreement on another Party's part to be performed hereunder by any Mortgagee of such other Party with the same force and effect as though performed by such other Party. No Mortgagee shall become liable or deemed an assignee under the provisions of this Agreement unless and until such time (if any) as it becomes, and then, only for so long as it remains, an Acquiring Party hereunder.

(d) Each Party hereby agrees to reasonably cooperate with the other Party and its actual or prospective Mortgagees to execute such amendments to this Agreement as are reasonably requested by such actual or prospective Mortgagee in order to correct errors herein contained or to clarify the intent of any provision hereof.

Section 6.21. Recordation.

This Agreement shall be recorded in the Nassau County Clerk's Office.

Section 6.22. Event of Force Majeure.

In the event that either Party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of any Event of Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, no Event of Force Majeure shall excuse, delay or defer any obligations to pay any amounts due under this Agreement. "Event of Force Majeure" shall mean any and all causes beyond a Party's reasonable control, including, without limitation, (a) strikes, (b) lock-outs, (c) labor troubles, (d) inability to procure labor or materials (excluding lack of funds or inability to procure the same at prices deemed advantageous), (e) failure of power, transportation, infrastructure or other utilities, (f) riots, (g) insurrection, (h) war or other enemy action, (i) acts of terrorism, (j) hurricanes, floods, windstorms, blizzards, tornadoes and other inordinately severe weather conditions, (k) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character similar to the work in question, (l) sabotage, mob violence, malicious mischief or vandalism, (m) earthquake, (n) fire, explosion or other casualty, (o) governmental action or restriction, (p) pandemic, epidemic and/or other declaration of public health emergency, and/or (q) delays by any governmental authority in the processing and/or issuance of any required approvals where the Party in question has previously timely filed and/or otherwise timely submitted all applicable applications, supporting materials and fees.

ARTICLE 7.

SPECIAL PROVISIONS

Section 7.1. Acquisition of Fee Interest: Merger.

In the event (i) Coliseum Developer shall subsequently acquire the fee interest in the Coliseum Parcel, or (ii) the County (or its successor-in-interest) shall subsequently obtain Coliseum Developer's leasehold interest in its Parcel, this Agreement shall be amended as may be reasonably necessary to preserve the rights and obligations herein and otherwise effectuate the purposes of this Agreement and the continuation of the easements, rights, and obligations hereunder.

Section 7.2. Hospital Use Restriction.

The Hospital Parcel shall be used solely for (i) healthcare-related purposes as an ambulatory care or more intensive treatment facility, or such other healthcare-related purpose (but not in any way that would or could reasonably be expected to impede Coliseum Developer in any material respect from enjoying its rights as provided for in this Agreement, such as, for example, by operations (other than on an isolated, occasional basis) on a twenty-four (24) hour a day basis or any other basis that would or could reasonably be expected to result in a significant or noteworthy increase in the volume of vehicular traffic on the Site after 5:00 p.m. over the volume of vehicular traffic that would have existed after 5:00 p.m. from MHCAD's original use of the Hospital Parcel) with the prior written consent of the County: and/or (ii) healthcare-related research such as clinical research for the development of new drugs, therapy and other treatment for diseases, and for no other purpose, without the prior written consent of the Coliseum Developer. In the event that fee title to the Hospital Parcel shall subsequently revert to the County (or its successor-in-interest) in connection with an enforcement of the conditions set forth in the deed conveying title to the Hospital Parcel from the County to MHCAD (or a conveyance by MHCAD in lieu of such enforcement) and the County (or its successor-in-interest) subsequently conveys the same to a third party (either by a conveyance or the fee title or the granting of a leasehold interest therein), then this Section 7.2 shall be deemed deleted and of no further force and effect.

Section 7.3. Liens.

If any lien is recorded against the Parcel of one Party as a result of services performed or materials furnished for the use of the other Party, the Party permitting or causing such lien to be so recorded agrees to cause such lien to be discharged within fifteen (15) days after the entry of a final judgment (after all appeals) for the foreclosure of such lien. Notwithstanding the foregoing, upon request of the Party whose Parcel is subject to such lien, the Party permitting or causing such lien to be recorded agrees to (i) cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, or (ii) give such assurance as would enable a title insurance company to insure over such lien or claim of lien, failing which the Party (or fee owner whose Parcel is subject to such lien) shall have the right, at the expense of the Party permitting or causing such lien to be so recorded, to transfer said lien to bond. Nothing herein shall prevent the Party permitting or causing such lien to be recorded from

contesting the validity thereof in any manner such Party chooses so long as such contest is pursued with reasonable diligence and the lien on the Parcel of the Party which is the subject of the lien is not being foreclosed. If such contest is determined adversely (allowing for appeal to the highest appellate court), then such Party shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien of record. The Party permitting or causing such lien agrees to defend, protect, indemnify and hold harmless the other Party and its Parcel from and against all Claims arising out of or resulting from such lien.

Section 7.4. Satisfaction of County Easement Requirements.

The Parties hereby agree that this Agreement satisfies the requirements of Section 5.1 of the that certain Easement Agreement dated December 29, 2016, which agreement was recorded on December 29, 2016 in the Nassau County Clerk's Office as Instrument Number 2016-00130923 in Liber 13456 at Page 642 (the "County Easement"), requiring the new operator of the Coliseum Parcel to fully agree to and accept all conditions set forth in the Original Easement Agreement and execute and deliver a new easement agreement identical to the Original Easement Agreement, in which the new operator takes the place of NEC under the Original Easement Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

LVS HOLDCO 2, LLC, a Nevada limited liability company

By: 

Name: Zac Hudson

Title: President

MEMORIAL HOSPITAL FOR CANCER AND ALLIED DISEASES, a New York not-for-profit corporation

By: _____

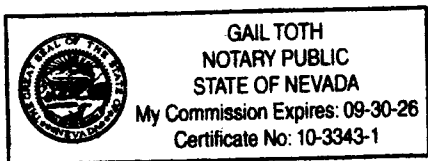
Name:

Title:

COLISEUM DEVELOPER ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Clark)

On the 22 day of May in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared David Zachudson personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Gail Toth
Notary Public

My commission expires: 9/30/26

MHCAD ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

On the ___ day of _____ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

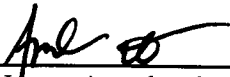
My commission expires: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

LVS NY HOLDCO 2, LLC,
a Nevada limited liability company

By: _____
Name: Zac Hudson
Title: President

MEMORIAL HOSPITAL FOR CANCER
AND ALLIED DISEASES,
a New York not-for-profit corporation

By:  _____
Name: Amador Centeno
Title: SVP, Real Estate Development
and Facilities Management

COLISEUM DEVELOPER ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

On the ___ day of _____ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

My commission expires: _____

MHCAD ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)



On the 2nd day of June in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared Amador Centeno personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Elizabeth M. Delia
Notary Public

ELIZABETH M. DELIA
Notary Public, State of New York
No. 02DE6031853
Qualified in Kings County
Commission Expires October 12, 2026

My commission expires Oct 12, 2026

ACKNOWLEDGEMENT, CONSENT AND SUBORDINATION

The County of Nassau hereby consents to the grant of the easements, rights and restrictions set forth herein and further acknowledges that this Agreement, and the easements and restrictions established hereby with respect to each Party hereto and Parcel, shall be superior and senior to any lien placed upon any Parcel, including the lien of any mortgage or deed of trust, as well as superior and senior to any lease encumbering or affecting any Parcel or portion thereof (subject, however, to the other terms and provisions hereof), notwithstanding that this Agreement may be recorded subsequent to any such mortgage, deed of trust or lease. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage, deed of trust or lease, but all the easements and covenants and other provisions, terms and conditions contained in this Agreement shall be effective against any person or entity (including, but not limited to, any mortgagee) who acquires any Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise (including any sale or transfer by the County of Nassau). The County of Nassau further acknowledges that for the purposes of that certain Backup Easement Agreement between Nassau County and Memorial Hospital for Cancer and Allied Diseases, dated December 29, 2016 in Liber 13456 Page 642 (the "Backup Easement Agreement") this Agreement shall replace and succeed the Original Easement Agreement as applicable in the Backup Easement Agreement.

THE COUNTY OF NASSAU

By: _____

Name:

Title:


ARTHUR T. WALSH
Chief Deputy County Executive

NASSAU COUNTY ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Nassau)

On the 1st day of June in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared Arthur T. Walsh personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

[Signature]
Notary Public

My commission expires: June 6th 2026

CONSENT AND SUBORDINATION OF SUBLEASEHOLD INTEREST
AND LIENS THEREON

The Nassau County Industrial Development Agency (the "Agency") hereby consents to the grant of the easements, rights and restrictions set forth herein and further acknowledges that this Agreement, and the easements and restrictions established hereby with respect to each Party hereto and Parcel, shall be superior and senior to the Agency's subleasehold estate in the Coliseum Parcel and any lien placed upon any Parcel by the Agency, including the lien of any mortgage or deed of trust, as well as superior and senior to any lease encumbering or affecting any Parcel or portion thereof (subject, however, to the other terms and provisions hereof), notwithstanding that this Agreement may be recorded subsequent to any such subleasehold interest and any such mortgage, deed of trust or lease. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage, deed of trust or lease, but all the easements and covenants and other provisions, terms and conditions contained in this Agreement shall be effective against any person or entity (including, but not limited to, any mortgagee) who acquires the Agency's interest in any Parcel or any portion thereof by foreclosure, trustees sale, deed in lieu of foreclosure, or otherwise (including any sale or transfer by the Agency).

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Name:

Title: CEO / Executive Director

AGENCY ACKNOWLEDGMENT

STATE OF NY)
COUNTY OF Nassau)

On the 1st day of June in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared Sheldon L. Shrankel personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Colleen Pereira
Notary Public

My commission expires: 3/17/2024

COLLEEN PEREIRA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PE6183424
Qualified in Nassau County
My Commission Expires: 3/17/2024

LIST OF EXHIBITS

- Exhibit A-1 Legal Description of Site
- Exhibit A-2 Legal Description of Coliseum Parcel
- Exhibit A-3 Legal Description of Hospital Parcel
- Exhibit B Ambulatory Care Facility and Parking Garage
- Exhibit C Site Plan
- Exhibit D Easement Area

Exhibit A-1

Legal Description of Site

All that certain plot, piece or parcel of land, situate, lying and being at Uniondale, Town of Hempstead, County of Nassau and State of New York being known as lots 351 and 403 in Section 44 Block F as shown on the Nassau County Tax Map and as further described on that certain Survey by John Minto, Professional Land Surveyor, State of New York, dated April 20, 2004, as updated July 28, 2009 as follows:

ALL that certain plot or parcel of land with the buildings and improvements thereon erected, situate, lying and being in Uniondale, Town of Hempstead, Nassau County and State of New York shown and designated on the Nassau County tax map as section 44 Block F lot numbers 351 and 403. Being more particularly bounded and described as follows:

BEGINNING at the end of a line connection the northerly side of Hempstead Turnpike with the easterly side of Earl Ovington Boulevard;

THENCE along said line north 64 degrees 52 minutes 15.5 seconds west a distance of 44.67 feet to the easterly side of Earl Ovington Boulevard;

THENCE along the easterly side of Earl Ovington Boulevard and the easterly and southerly side of Charles Lindbergh Boulevard the following seven courses and distances:

1. Northerly along a curve bearing to the right having a radius of 895.00 feet a distance of 432.61 feet.
2. North 17 degrees 52 minutes 04.5 seconds East a distance of 291.66 feet.
3. Northerly along a curve bearing to the left having a radius of 1105.00 feet a distance of 427.65 feet.
4. North 04 degrees 15 minutes 23.2 seconds West a distance of 262.79 feet.
5. Northerly along a curve bearing to the right having a radius of 1720.00 feet a distance of 600.99 feet.
6. Northerly and easterly along a curve bearing to the right having a radius of 741.00 feet a distance of 747.23 feet.
7. North 73 degrees 29 minutes 27 seconds East a distance of 1126.24 feet to the intersection of the westerly side of James Doolittle Boulevard and the southerly side of Charles Lindbergh Boulevard.

THENCE along the westerly side of James Doolittle Boulevard the following two courses and distances:

1. South 17 degrees 30 minutes 22 seconds East a distance of 316.84 feet.

2. South 08 degrees 17 minutes 20 seconds East a distance of 88.78 feet. THENCE South 72 degrees 55 minutes 23 seconds, West, 492.13 feet;

THENCE South 17 degrees 04 minutes 37 seconds East, 1499.83 feet to the northerly side of Hempstead Turnpike.

THENCE along said Northerly side of Hempstead Turnpike, South 64 degrees 42 minutes 29.5 seconds West, 2023.58 feet to the end of a line connecting the northerly side of Hempstead Turnpike with the easterly side of Earl Ovington Boulevard, the point or place of BEGINNING.

Exhibit A-2

Legal Description of Coliseum Parcel

ALL that certain plot or parcel of land situate, lying and being in Uniondale, Town of Hempstead, Nassau County and State of New York, being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly line of Hempstead Turnpike with the easterly line of Earle Ovington Boulevard;

RUNNING THENCE along the said easterly line of Earle Ovington Boulevard, North 64 degrees 52 minutes 15.5 seconds West a distance of 44.67 feet to a point;

RUNNING THENCE still along the easterly line of Earle Ovington Boulevard and along the easterly line and southerly line of Charles Lindbergh Boulevard, the following six (6) courses and distances:

- 1) Northerly along a curve bearing to the right having a radius of 895.00 feet and a distance of 432.61 feet;
- 2) North 17 degrees 52 minutes 04.5 seconds East, a distance of 291.66 feet;
- 3) Northerly along a curve bearing to the left having a radius of 1105.00 feet, a distance of 427.65 feet;
- 4) North 04 degrees 18 minutes 23.2 seconds West, a distance of 262.79 feet;
- 5) Northerly along a curve bearing to the right having a radius of 1720.00 feet, a distance of 600.99 feet;
- 6) Northerly and easterly along a curve bearing to the right having a radius of 741.00 feet, a distance of 720.53 feet to the westerly line of Tax Lot 411 in Block F of Section 44;

RUNNING THENCE along the perimeter of said Tax Lot 411, the following two (2) courses and distance:

- 1) South 17 degrees 04 minutes 37 seconds East, a distance of 345.51 feet;
- 2) North 72 degrees 55 minutes 23 seconds East, a distance of 569.57 feet;

RUNNING THENCE South 17 degrees 04 minutes 37 seconds East, a distance of 60.00 feet to the northerly line of Tax Lot 412 in Block F of Section 44;

RUNNING THENCE along the perimeter of said Tax Lot 412 the following nine (9) courses and distances:

- 1) South 72 degrees 55 minutes 23 seconds West, a distance of 342.56 feet;
- 2) South 17 degrees 04 minutes 37 seconds East, a distance of 189.35 feet;
- 3) North 72 degrees 55 minutes 23 seconds East, a distance of 238.25 feet;
- 4) South 17 degrees 04 minutes 37 seconds East, a distance of 354.62 feet;

- 5) South 72 degrees 55 minutes 23 seconds West, a distance of 235.15 feet;
- 6) South 17 degrees 04 minutes 37 seconds East, a distance of 429.39 feet;
- 7) North 72 degrees 55 minutes 23 seconds East, a distance of 319.46 feet;
- 8) Northeasterly along a curve bearing to the left having a radius of 20.00 feet and a distance of 31.42 feet;
- 9) North 17 degrees 04 minutes 37 seconds West, a distance of 953.36 feet to the northerly line of said Tax Lot 412;

RUNNING THENCE North 17 degrees 04 minutes 37 seconds West, 60.00 feet to a point on the southerly line of Tax Lot 411;

RUNNING THENCE along the easterly perimeter of Tax Lot 411 the following three (3) courses and distances:

- 1) North 17 degrees 04 minutes 37 seconds West, a distance of 147.00 feet;
- 2) North 72 degrees 55 minutes 23 seconds East, a distance of 279.68 feet;
- 3) North 17 degrees 04 minutes 37 seconds West, a distance of 190.58 feet a point on the southerly line of Charles Lindbergh Boulevard;

RUNNING THENCE easterly along the southerly line of Charles Lindbergh Boulevard, North 73 degrees 29 minutes 27 seconds East, a distance of 303.66 feet to the corner formed by the intersection of the westerly line of James Doolittle Boulevard and the southerly line of Charles Lindbergh Boulevard.

RUNNING THENCE along westerly line of James Doolittle Boulevard, the following two (2) courses and distances:

- 1) South 17 degrees 30 minutes 22 seconds East, a distance of 316.84 feet;
- 2) South 08 degrees 17 minutes 20 seconds East, a distance of 88.78 feet;

RUNNING THENCE South 72 degrees 55 minutes 23 seconds West, a distance of 492.13 feet;

RUNNING THENCE South 17 degrees 04 minutes 37 seconds East, a distance of 1,499.83 feet to the northerly line of Hempstead Turnpike;

RUNNING THENCE along said northerly line of Hempstead Turnpike, South 64 degrees 42 minutes 29.5 seconds West, a distance of 1,117.46 feet to the point on the southeasterly corner of Tax Lot 413 in Block F of Section 44;

RUNNING THENCE along the perimeter of said Tax Lot 413, the following six (6) courses and distances:

- 1) North 17 degrees 04 minutes 37 seconds West, a distance of 586.14 feet;
- 2) Northwesterly along a curve bearing to the left having a radius of 30.00 feet, a distance of 47.12 feet;
- 3) South 72 degrees 55 minutes 23 seconds West, a distance of 194.98 feet;
- 4) South 17 degrees 04 minutes 37 seconds East, a distance of 75.50 feet;
- 5) South 72 degrees 55 minutes 23 seconds West, a distance of 131.56 feet;

- 6) South 17 degrees 04 minutes 37 seconds East, a distance of 592.11 feet to a point on the northerly line of Hempstead Turnpike;

RUNNING THENCE along said northerly line of Hempstead Turnpike, South 64 degrees 42 minutes 29.5 seconds West, a distance of 545.89 feet to the POINT or PLACE of BEGINNING.

Exhibit A-3

Legal Description of Hospital Parcel

All that certain plot, piece or parcel of land, situate, lying and being at Uniondale, Town of Hempstead, County of Nassau and State of New York, being known as Lot 413 in Section 44 Block F as shown on the Nassau County Tax Map and as anther described on the certain Survey by John Minto, Professional Land Surveyor, State of New York, dated October 28, 2014, as updated April, 2015 as follows:

ALL that certain plot or parcel of land with the buildings and improvements thereon erected, situate, lying and being in Uniondale, Town of Hempstead, Nassau County and State of New York shown and designated on the Nassau County tax map as section 44 Block F, Lot number 413. Being more particularly bounded and described as follows:

BEGINNING at the end of a line connecting the northerly side of Hempstead Turnpike with the easterly side of Earl Ovington Boulevard;

THENCE in an easterly direction along the northerly line of Hempstead Turnpike North 64 degrees 42 minutes 293 seconds East a distance of 545.89 feet to a point, said being the POINT or PLACE of BEGINNING;

THENCE from said point the following six (6) courses and distances:

- 1) North 17 degrees 04 minutes 37 seconds West a distance of 592.11 feet;
- 2) North 72 degrees 55 minutes 23 seconds East a distance of 131.56 feet;
- 3) North 17 degrees 04 minutes 37 seconds West a distance of 75.50 feet;
- 4) North 72 degrees 55 minutes 23 seconds East a distance of 194.98 feet;
- 5) Easterly and Southerly along a curve bearing to the right having a radius of 30.00 feet a distance of 47.12 feet;
- 6) South 17 degrees 04 minutes 37 seconds East a distance of 586.14 feet, to the northerly side of Hempstead Turnpike;

THENCE along said northerly side of Hempstead Turnpike, South 64 degrees 42 minutes 29.5 seconds West, 360.23 feet to the POINT or PLACE of BEGINNING.

Containing within said bounds 218,727 s.f. or 5.02 Acres more or less.

Exhibit B²

Ambulatory Care Facility and Parking Garage

² NTD: MHCAD to provide updated Exhibit B.

Exhibit B – Site Plan

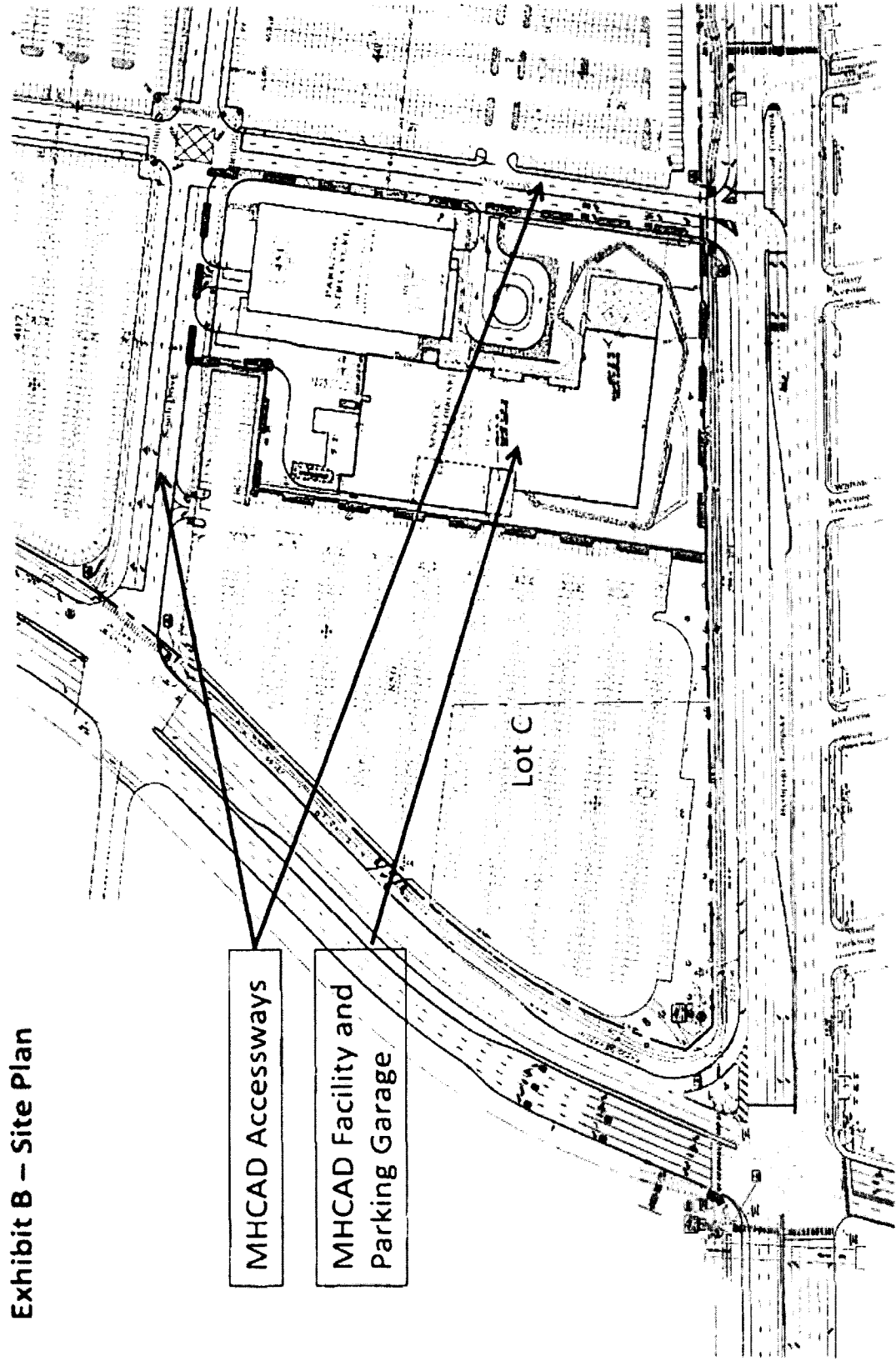


Exhibit C

Site Plan

Exhibit C

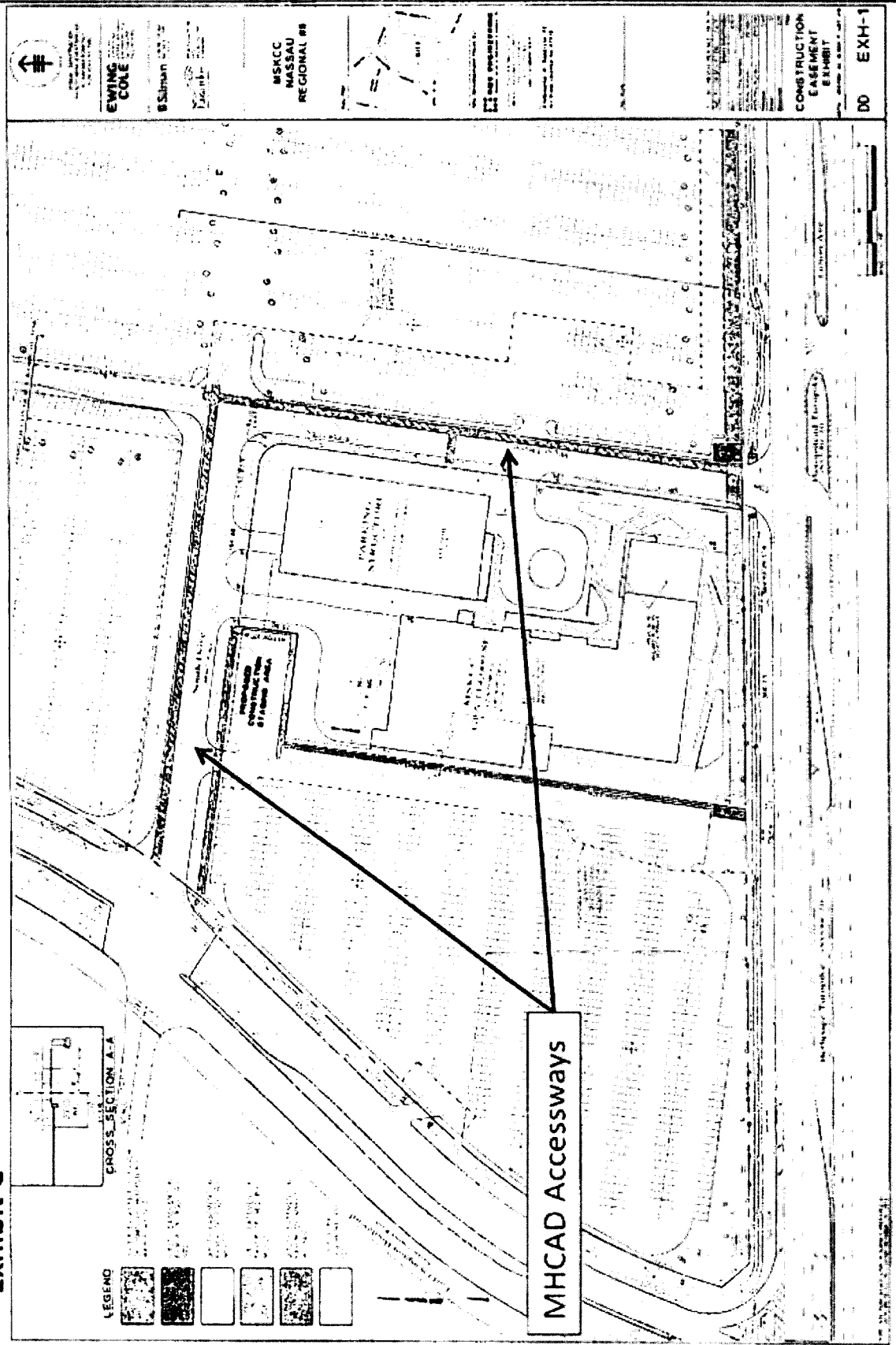


Exhibit D

Easement Area

Exhibit D

