

**FIRST AMENDMENT TO SUBLICENSE  
AND COOPERATION AGREEMENT**

THIS FIRST AMENDMENT TO SUBLICENSE AND COOPERATION AGREEMENT (this "Amendment") dated as of May 20, 2011 by and between the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at 1550 Franklin Avenue, Suite 235, Mineola, NY 11501 (the "IDA"), and the NASSAU COUNTY LOCAL ECONOMIC ASSISTANCE CORPORATION, a local development corporation duly organized and existing under the laws of the State of New York, having an office at 1550 Franklin Avenue, Suite 235, Mineola, NY 11501 (the "LDC").

**W I T N E S S E T H:**

WHEREAS, the IDA is a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act, as amended from time to time, being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, pursuant to the purposes and powers contained within Section 1411 of the Not-for-Profit Corporation Law of the State of New York, Resolution No. 255-2010 adopted by the Nassau County Legislature on September 20, 2010, and the certificate of incorporation of the LDC filed with the New York Secretary of State on November 30, 2010, the LDC was established as a not-for-profit local development corporation of the State of New York with the authority and power to own, lease and sell personal and real property for the purposes of, among other things, acquiring, constructing and equipping certain projects exclusively in furtherance of the charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of, an industry in Nassau County, and lessening the burdens of government and acting in the public interest; and

WHEREAS, in furtherance of their respective corporate purposes, the IDA and the LDC entered into a Sublicense and Cooperation Agreement dated as of January 1, 2011 (the "Cooperation Agreement"); and

WHEREAS, the IDA and the LDC desire to amend certain provisions of the Cooperation Agreement as hereinafter set forth; and

WHEREAS, this Amendment has been authorized by resolutions of the members of the IDA and the directors of the LDC at meetings of such bodies held on May 20, 2011;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the IDA and the LDC mutually covenant, warrant and agree as follows:

#### SECTION 1. DEFINITIONS.

SECTION 1.1. Interpretation. For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein including, but not limited to, those capitalized terms used and/or defined in the recitals hereto, shall have the respective meanings assigned to such terms in the Cooperation Agreement.

#### SECTION 2. AMENDMENTS.

SECTION 2.1. Section 2 of the Cooperation Agreement is hereby deleted in its entirety and the following is inserted in place thereof:

"2. Economic Development and Related Services.

(a) Upon the request and subject to the approval of authorized officers of the Parties, either Party may avail itself (without further procurement provided each respective Party has complied with applicable procurement laws, rules and policies) of the assistance, advice and services of the other Party.

(b) Any such assistance, advice or service shall be documented by a purchase order or other document setting forth the scope of such assistance, advice or service and the agreed upon cost to be paid by the Party requesting same.

(c) Notwithstanding any provision of this Agreement to the contrary, neither the provision of assistance, advice or services nor the payment of the costs thereof shall cause any Party to be treated as the agent or employee of the other Party, to affect the separate identities of the Parties or to cause the Parties to be treated as consolidated entities for accounting, regulatory or any other purposes.

### SECTION 3. MISCELLANEOUS.

SECTION 3.1. Representations and Warranties. (A) All terms, conditions, covenants, representations and warranties of the Parties contained in the Cooperation Agreement, except as expressly modified hereby, are ratified, confirmed and reaffirmed by each Party as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Amendment.

(B) The IDA represents and warrants to the LDC that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the IDA, enforceable against the IDA in accordance with its terms.

(C) The LDC represents and warrants to the IDA that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the LDC, enforceable against the LDC in accordance with its terms.

SECTION 3.2. Reference to Cooperation Agreement. The Cooperation Agreement and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Cooperation Agreement, as amended hereby, are hereby amended so that any reference in the Cooperation Agreement or such other agreements, documents or instruments executed in connection herewith or therewith to the Cooperation Agreement shall mean a reference to the Cooperation Agreement, as amended hereby.

SECTION 3.3. Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

SECTION 3.4. Successors and Assigns. The IDA and the LDC, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties.

SECTION 3.5. Counterparts. This Amendment may be executed in any number of counterparts and by the IDA and the LDC on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment.

SECTION 3.6. Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Cooperation Agreement, the terms and provisions of this Amendment shall govern.

SECTION 3.7. Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

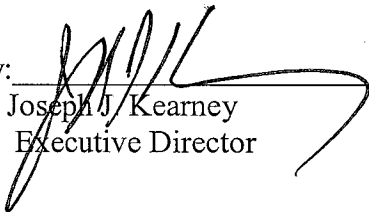
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IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

IDA:

NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

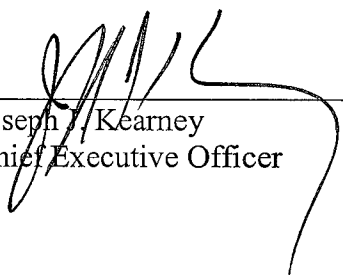
By: \_\_\_\_\_

  
Joseph J. Kearney  
Executive Director

LDC:

NASSAU COUNTY LOCAL ECONOMIC  
ASSISTANCE CORPORATION

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

  
Joseph J. Kearney  
Chief Executive Officer