June 6, 2017

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Office of the Governor
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State Comptroller Phillip James Degnan
Office of the State Comptroller
20 W. State Street, 12th Floor
PO Box 024
Trenton, NJ 08625
Please accept this correspondence on behalf of Montclair State University ("MSU") as the report required by N.J.S.A. 18A:3B-6.2 with respect to the purchase of two (2) structures on its campus commonly known as Floyd Hall Arena and Yogi Berra Stadium from Floyd Hall Enterprises, LLC ("FHE") for the total amount of $10 million. This report is sent within five (5) days following the University’s binding offer to the seller ("FHE") made through the execution of a Sublease Termination Agreement for the Stadium and a Sublease Termination Agreement for the Arena on June 5, 2017. The Sublease Termination Agreements were reviewed and approved by the State Comptroller on January 30, 2017. The following is a summary of the relationship of the parties, and the contemplated transactions.

The Arena and Stadium were constructed by FHE in 1996 in an area that is now in heart of the University’s campus. To facilitate their development, the New Jersey Educational Facilities Authority ("NJEFA") entered into a Lease Agreement with the University, and the University entered into two (2) separate Sublease Agreements with FHE for properties on which the Arena and the Stadium are now located. The Arena and the Stadium were constructed by FHE at its cost. Neither the Arena nor the Stadium is currently encumbered by any mortgage or other security device. These transactions were approved at the time by Resolution adopted by the University’s Board of Trustees.

The Sublease Agreements are due to expire in 2037, and FHE has the option to extend their term to 2047. FHE also entered into a Sub-Sublease Agreement with Friends of Yogi, Inc. ("FOYI") for the development and operation of the Yogi Berra Museum on the Stadium property.

FHE and MSU have entered into two (2) separate Sublease Termination Agreements for the Stadium and Arena dated June 2, 2017. Closing of both transactions are conditioned upon the University performing due diligence within a 90 day period, and satisfaction of various conditions as set forth in the Agreements. The University has the option to terminate the Agreements for any reason during the 90 day due diligence period.

The Sublease Termination Agreement for the Stadium will terminate the Stadium Sublease immediately on closing, which is contemplated to occur within 30 days after due diligence is complete, in exchange for payment by the University to FHE in the amount of $1 million. The Sublease Termination Agreement for the Arena will terminate the Arena Sublease effective March 31, 2020 in exchange for a total payment of $9 million which is payable as follows: a) $7 million at the time the Stadium Sublease is terminated and the Stadium is transferred by FHE to the University; and b) $2 million on March 31, 2020 at the time the Arena Sublease is terminated and the Arena is transferred by FHE to the University. The University will also receive assignments from FHE and FOYI for the Sub-Sublease Agreement related to the Museum so that there is no change in operation.

The University’s Board of Trustees adopted a Resolution on March 14, 2017 authorizing the University to purchase the Arena and Stadium from FHE in an amount not to exceed $10 million, subject to customary adjustments at closing. NJEFA adopted a Resolution on December 13, 2016 authorizing the termination of the Sublease Agreements for the Arena and Stadium.
In connection with this report, I enclose the following: 1) a summary and copy of the Sublease Termination Agreement for the Arena; 2) a summary and copy of the Sublease Termination Agreement for the Stadium; 3) a copy of the Resolution adopted by the University’s Board of Trustees on March 14, 2017, and 4) a copy of the Resolution adopted by NJEFA on December 13, 2016.

If you have any questions concerning the enclosed or require additional information, please feel free to contact me.

Sincerely,

Mark J. Fleming
University Counsel

Enc.

WHEREAS, the Montclair State University Board of Trustees adopted a Resolution on September 12, 1996 authorizing the President or Vice President for Business and Finance to execute and deliver lease agreements, sublease agreements and any additional or supplemental documents or certificates necessary in connection with the development of Yogi Berra Stadium ("Stadium") and Floyd Hall Arena ("Arena") by Floyd Hall Enterprises, LLC on land owned by the New Jersey Educational Facilities Authority ("NJEFA") within MSU's campus; and

WHEREAS, the following agreements were executed in connection with the development of the Stadium and Arena: 1) Tri-Party Agreement between MSU, NJEFA and FHE dated May 1, 1997; 2) Escrow Agreement between MSU, NJEFA and FHE dated May 1, 1997; 3) Lease Agreement between MSU and NJEFA dated May 1, 1997; 4) Amendment to Lease between MSU and NJEFA dated May 1, 1997; 5) Amended and Restated Sublease Agreement between MSU and FHE dated May 1, 1997 for the Stadium; 6) Amended and Restated Sublease Agreement between MSU and FHE dated May 1, 1997 for the Arena; 7) Amendment to Arena and Stadium Subleases between MSU and FHE dated October 12, 2012; 8) Operating Agreement between MSU and FHE dated May 1, 1997 for both the Stadium and Arena; 9) Parking Fee Letter Agreement dated December 7, 2003; 10) Maintenance Agreement between MSU and FHE dated 2012; 10) Field Preparation Agreement between MSU and FHE dated March 8, 2016; 11) Sub-Sublease Agreement between FHE and Friends of Yogi, Inc. ("FOYI") dated May 1, 1997; 12) Museum Operating Agreement between FHE and FOYI dated May 1, 1997; 13) License Agreement between LTD Enterprises ("LTD") and FOYI dated December 1, 1998; 14) License Agreement between LTD and FHE dated May 1, 1997; and 15) Concession Agreement between LTD and FOYI dated January 1, 1999 (collectively "Agreements");

WHEREAS, MSU and FHE wish to amend, terminate and/or assign the Agreements to transfer ownership of the Stadium and Arena to MSU in a timely and orderly manner;

NOW THEREFORE, BE IT RESOLVED:
The Board of Trustees hereby authorizes and directs the President and the Vice President for Finance and Treasurer, on behalf of and in the name of the Board and Montclair State University, to execute and deliver Termination Agreements with FHE for the Stadium and Arena, Amendment of the Tri-Party Agreement with NJEFA and FHE; Amendments to the Lease Agreements with NJEFA, amendment of Sublease and Operating Agreements with FHE, assignment and amendment of Sub-Sublease Agreements, Operating Agreements and Concession Agreements with FOYI and LTD, assignment and amendment of License Agreements with LTD and FHE, assignment and amendment of Concession Agreement with LTD and FOYI, as necessary, and to make, execute and deliver all such additional and supplemental documents and certificates, and to do and perform such acts and take such actions as may be necessary or required in order to permit the University to acquire ownership and control of Yogi Berra Stadium as soon as possible and Floyd Hall Arena in or about March 2020 for a total purchase price not to exceed $10 million, subject to customary adjustments at closing.

Contract Award: Floyd Hall Enterprises, LLC

Amount: $10,000,000
RESOLUTION CONSENTING TO CHANGES IN MONTCLAIR STATE UNIVERSITY'S AGREEMENTS WITH FLOYD HALL ENTERPRISES, L.L.C. RELATING TO CERTAIN PROPERTY OWNED BY THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY AND LEASED BY IT TO THE UNIVERSITY

Adopted: December 13, 2016

WHEREAS, the New Jersey Educational Facilities Authority (the "Authority"), is a public body corporate and politic of the State of New Jersey pursuant to the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented), N.J.S.A. 18A:72A-1 et seq. (the "Act"); and

WHEREAS, by Resolution duly adopted on April 16, 1997, the Authority approved the interim financing, construction and operation by Floyd Hall Enterprises, L.L.C. ("Floyd Hall") of an arena and stadium on real property owned by the Authority and leased by the Authority to Montclair State University (the "University" or "MSU"); and

WHEREAS, ultimately, Floyd Hall provided permanent financing and to effect the transaction, the Authority leased the real property to the University pursuant to a Lease and Agreement dated as of May 1, 1997 as amended by the parties effective May 1, 1997, and the University, the Authority and Floyd Hall entered into an agreement dated as of May 1, 1997 (the Three-Party Agreement”) for the Development, Acquisition and Use of a Baseball Stadium (the “Stadium”) and Ice Hockey Arena (the “Arena”) at the University and a related agreement for joint use of the Stadium and Arena by the University and Floyd Hall; and

WHEREAS, the Stadium (known as Yogi Berra Stadium) and the Arena (known as Floyd Hall Arena) are subleased by the University to Floyd Hall each under a Sublease Agreement dated as of May 1, 1997 as amended on October 12, 2013 (respectively, the “Stadium Sublease” and the “Arena Sublease” and collectively, the “Subleases”) and are operated by Floyd Hall under an Operating Agreement with the University dated as of May 1, 1997 (the “Operating Agreement”); and

WHEREAS, the University has received two independent appraisals from two independent firms that support the total consideration offered by the University to acquire Floyd Hall’s interest in the Stadium and the Arena, and the subleased premises on which they are respectively located (the “Subleased Premises”) by early termination of the Subleases, for a total of Ten Million Dollars ($10,000,000); and

WHEREAS, to effect the acquisition from Floyd Hall, provided that the University is satisfied with the results of due diligence: (a) MSU will pay Floyd Hall $8,000,000 on or about January, 2017 at which time the Stadium Sublease will terminate, all right, title and interest of Floyd Hall to the Stadium will revert to the University, Floyd Hall will assign all of its contracts
concerning the use of the Stadium to MSU, Floyd Hall will execute an amendment of the Arena Sublease requiring its Term to expire on March 31, 2020, and MSU and NJEFA will release Floyd Hall from its obligations under the Operating Agreement and Three Party Agreement related to the Stadium; and (b) provided that Floyd Hall maintains the Arena in a condition satisfactory to MSU and complies with other conditions set forth in agreements between MSU and Floyd Hall, MSU will pay Floyd Hall $2,000,000 on or about March 31, 2020 at which time, the Arena Sublease will terminate, all right, title and interest of Floyd Hall to the Arena will revert to MSU, Floyd Hall will assign all of the contracts concerning the use of the Arena to MSU, and the Three-Party Agreement and Operating Agreement will terminate (collectively, all of the foregoing is referred to herein as the “Floyd Hall Transaction”); and

WHEREAS, in order to effect the Floyd Hall Transaction, the Stadium Sublease and the Arena Sublease must be amended to provide for their termination on or about January, 2017 and in March, 2020, respectively in order for the interest of Floyd Hall in the Stadium and the Arena and the Subleased Premises to revert to MSU and for MSU to acquire all of Floyd Hall’s interest in the Stadium and the Arena and the Subleased Premises, the Operating Agreement must be amended, and the Three-Party Agreement will need to be amended to permit termination upon the termination of the Subleases; and

WHEREAS, Section 3.4 of each of the Stadium Sublease and the Arena Sublease provides that at the expiration or earlier valid termination of such Subleases, all right, title and interest of Floyd Hall in and to the Stadium, the Arena and related equipment will automatically revert to MSU; and

WHEREAS, pursuant to Section 14.3 of each of the Stadium Sublease and the Arena Sublease, the approval of the Authority is required as a condition to an amendment of the Subleases between the parties and pursuant to Section 37 of the Three-Party Agreement, it may be revoked, rescinded, altered and modified with the consent of the Authority, the University and Floyd Hall; and

WHEREAS, the University has requested the Authority to approve and consent to the amendments to the Subleases, the Operating Agreement and the Three-Party Agreement that are necessary to effect the Floyd Hall Transaction; and

WHEREAS, the University has advised the Authority that it has determined that the Floyd Hall Transaction is beneficial to the University and its students; and the University expects the Board of Trustees to adopt a Resolution approving the Transaction at its next regularly scheduled meeting on December 16, 2016; and

WHEREAS, the Members of the Authority have determined that it is appropriate to grant the University’s request to approve and consent to the amendments to the Subleases and the Three-Party Agreement, respectively, that are necessary to effect the Floyd Hall Transaction;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY AS FOLLOWS:
Section 1. **Consent.** Subject to the University’s approval by and through its Board of Trustees, the Members hereby approve and consent to modifying and amending the Subleases, Operating Agreement and the Three-Party Agreement in the manner necessary to effect the Floyd Hall Transaction upon terms and conditions acceptable to the University.

Section 2. **Authorization of Action by Authorized Officers.** The Members hereby authorize and direct the Chair, Vice Chair, Executive Director, or Deputy Executive Director and any such officers designated as “acting” or “interim” (each an “Authorized Officer”) to execute and deliver all documents necessary to evidence the Authority’s approval and consent to the amendments to the Subleases, the Operating Agreement and the Three-Party Agreement that are necessary to effect the Floyd Hall Transaction and in particular the Termination Agreement relating to the Stadium Sublease and related documents and the Authority’s consent to the Second Amendment to Sublease substantially in the forms attached as Exhibit A and Exhibit B, respectively, to this resolution with such changes as are approved by the Authorized Officer executing same with the advice of the Attorney General and take any and all such other actions as may be necessary or appropriate to implement the Authority’s approval and consent. The Authorized Officers and the Secretary and any Assistant Secretary are hereby authorized to execute, attest and affix the official common seal of the Authority, as applicable, to any documents, certificates and notices necessary for to evidence the Authority’s approval and consent and to take any and all necessary action to effect the amendment and ultimate termination of the Subleases, the Operating Agreement and the Three-Party Agreement and the implementation and completion of the Floyd Hall Transaction.

Section 3. **Effective Date.** This Resolution shall take effect in accordance with the provisions of the Act.
Mr. Hutchinson moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by Mr. Rodriguez and upon roll call the following members voted:

**AYE:**
- Joshua Hodes
- Katherine Ungar
- Ridgeley Hutchinson
- Louis Rodriguez
- Ford M. Scudder (represented by David Moore)
- Rochelle Hendricks (represented by Gregg Edwards)

**NAY:** None

**ABSTAIN:** None

**ABSENT:** None

The Chair thereupon declared said motion carried and said resolution adopted.
AGREEMENT FOR SUBLEASE TERMINATION

Yogi Berra Stadium

THIS AGREEMENT FOR SUBLEASE TERMINATION (this "Agreement") made as of June 2, 2017, by and between:

Montclair State University ("MSU"), with an address of 1 Normal Avenue, Montclair, New Jersey 07043; and

Floyd Hall Enterprises, L.L.C. ("FHE"), a New Jersey limited liability company, with an address of One Hall Drive, Little Falls, New Jersey 07424.

WHEREAS, the New Jersey Educational Facilities Authority ("NJEDA"), FHE and MSU entered into the Three Party Agreement dated May 1, 1997 (the "Three Party Agreement") in order to develop certain property on MSU’s campus (the "Overleased Property"); and

WHEREAS, FHE, as subtenant, and MSU, as landlord, entered into a certain Amended and Restated Sublease Agreement – Yogi Berra Stadium dated May 1, 1997 (as amended, the "Sublease"), pursuant to which FHE leased from MSU a portion of the Overleased Property, as more particularly described in the Sublease (the "Leased Premises"), and undertook to build a baseball stadium facility (the "Stadium") on the Leased Premises; and

WHEREAS, FHE and MSU, subject to the consent of NJEDA, wish to terminate the Sublease, with the effect that the interests of FHE in the Leased Premises and the Stadium shall end on the Closing Date as set forth below, and MSU shall hold the entire ownership and possessory interest in the Leased Premises and the Stadium, subject only to certain rights arising under sub-subleases/licenses which MSU may elect to allow to continue.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties confirm that the foregoing recitals are full, true and accurate, and are incorporated in this Agreement as if fully set forth herein.

2. Definitions. As used in this Agreement, the following terms have the following respective meanings:

(a) "Business Day" means any day other than a Saturday, Sunday or any day on which banks in the State of New Jersey are required or are authorized by law to be closed. If the end of any period falls on a day which is not a Business Day, the period shall be extended through the end of the next following Business Day.

(b) "Closing Date" has the meaning specified in Section 23.
(c) "Due Diligence Period" means a period of ninety (90) calendar days (ending on the 90th calendar day or the next succeeding Business Day if such calendar day is not a Business Day) from the date of the delivery of this Agreement, fully executed.

(d) "Environmental Law" means any federal, state or local laws, statutes, ordinances, rules, regulations and the like, existing at the applicable time, relating to Hazardous Substances.

(e) "Hazardous Substance" means any substance, chemical or waste that is regulated as hazardous, toxic or dangerous under any applicable federal, state, county or local statute, rule, regulation, ordinance or order.

(f) "Knowledge of FHE" or "Best of Knowledge of FHE" or similar phrase means to the best knowledge of Larry Hall, the President of FHE.

(g) "Legal Requirements" means all laws, statutes, codes, ordinances, orders, regulations and requirements of all federal, state, county and municipal governments, departments, boards, authorities, agencies, officials and officers, including but not limited to the Americans With Disabilities Act.

(h) "Municipality" means the Township of Little Falls.

(i) "Operating Agreement" means the Floyd Hall Arena and Yogi Berra Stadium Operating Agreement by and between MSU and FHE dated as of May 1, 1997, as the same may have been amended.

(j) "Property, Rights and Interests" has the meaning specified in Section 4.

(k) "Purchaser's Statement" has the meaning specified in Section 8.

(l) "Three Party Agreement" has the meaning specified in the first WHEREAS clause.

(m) "Trigger Date" means, subject, however, to the satisfaction of the conditions of Closing set forth in this Agreement, twenty (20) days after the last to occur of the following prior to Closing: (a) the end of the Due Diligence Period without this Agreement having been timely terminated by MSU; (b) the issuance by the New Jersey Division of Taxation Bulk Sale Unit of a tax clearance letter; (c) approval by the NJEFA of the amendment and termination of the Sublease, Operating Agreement and Three Party Agreement, of this Agreement, and of all other agreements, documents and conditions related to Floyd Hall Arena prior to the Initial Payment due under the Termination Agreement for the Sublease of Floyd Hall Arena and which are conditions of Closing under this Agreement, to the extent that NJEFA approval is so required; (d) prior to the Closing, approval by the NJEFA and MSU Board of Trustees of the amendment and termination of the Sublease, Operating Agreement and Three-Party Agreement, of this Agreement, and of all agreements, documents and conditions related to Yogi Berra Stadium which are conditions of Closing under this Agreement; related to Yogi Berra Stadium lessee from NJEFA on any termination of the
Sublease, and Friends of Yogi, Inc. agreeing to the continuation of the existing agreements between Friends of Yogi and FHE for a term equal to what would have been the remaining term of the Sublease (including option period); (f) MSU, as putative Stadium lessee from NJEFA on any termination of the Sublease, and LTD Enterprises agreeing to the continuation of the existing agreements between LTD Enterprises and FHE for a term equal to what would have been the remaining term of the Sublease (including option period); (g) submission of a political contribution disclosure from FHE and, if applicable, the future entity to operate the Stadium that is approved by the State of New Jersey Division of Treasury, (h) submission by FHE of MSU’s Ownership Disclosure Form, (i) submission by FHE of the State of New Jersey Division of Purchasing and Property’s Disclosure of Investment Activities in Iran confirming that FHE has no investment activities in Iran, (j) evidence of FHE holding a valid NJ Business Registration Certification; (k) submission of MSU’s Conflict of Interest Form demonstrating compliance with NJ Executive Orders 34 and 189; (m) submission of MSU’s Non-Collusion Affidavit; (l) submission of MSU’s MacBride Principles Form demonstrating compliance with MacBride Principles and Northern Ireland Act of 1989; (m) approval by the Office of the State Comptroller; and (n) approval by the New Jersey State House Commission (“SHC”) if required.

3. Termination of Lease: Assignments and Conveyances. Subject to the provisions of this Agreement, MSU and FHE hereby agree: (a) to terminate the Sublease; and (b) that at the Closing, FHE shall sell, convey, transfer and assign to MSU, and that MSU shall purchase and acquire from FHE, the Property, Rights and Interests set forth in Section 4 below.

4. Property, Rights and Interests Transferred. The property, rights and interests to be transferred from FHE to MSU, and acquired by MSU from FHE, at the Closing, which shall be transferred by FHE free and clear of all liens, claims and encumbrances, but on an “as is, where is” basis subject to the representations and warranties that survive Closing, consist of the following:

(a) all right, title and interest in and to the Leased Premises and to the Stadium, effected through the termination of the Sublease;

(b) except for the equipment and materials identified in Exhibit 24(c) listed under the heading Team Equipment and Vendor Equipment, all right, title and interest in and to all leasehold improvements, fixtures and tangible personal property contained in and used or useable in connection with the operation of the Stadium, including all fixtures and those removable trade fixtures and equipment as referenced in Section 7.6 of the Sublease and listed in Exhibit 24(c) under the heading Stadium Equipment;

(c) all right, title and interest of FHE under the following: (i) FHE’s rights as landlord under the Sub-Sublease Agreement for the Yogi Berra Museum between FHE and Friends of Yogi, Inc. dated May 1, 1997; (ii) FHE’s rights under the Operating Agreement for the Yogi Berra Museum between FHE and Friends of Yogi, Inc. dated May 1, 1997; and (iii) FHE’s rights as licensee under the License Agreement between FHE and LTD Enterprises dated May 1, 1997;
(all, together, the “Property, Rights and Interests”).

5. **No Assumption.** For avoidance of doubt, at the Closing: (a) MSU is not assuming any debts or obligations of FHE; and (b) except as may be specifically set forth herein, MSU is not assuming any debts or obligations related to the Stadium.

6. **Payoff of Monetary Obligations.** FHE shall have the obligation to pay off, on or prior to the Closing Date, all liens or encumbrances against any of the Property, Rights and Interests which may be discharged by the payment of money, and shall have the right to make such payment(s) out of the Termination Consideration then payable. In the case of liens or encumbrances held by institutional or other mortgage lenders, FHE shall deliver pay off letters prior to Closing, including the unconditional undertaking of such lenders to discharge all recorded instruments on their receipt of the sums set forth in the payoff letters. FHE represents and warrants that such monetary liens or encumbrances are not, and at Closing all such liens and encumbrances will not be, in excess of the Termination Consideration.

7. **Termination Consideration.**

(a) The consideration to be paid by MSU to FHE for: (a) the termination of the Sublease; (b) the relinquishment and/or transfer to MSU of all of the rights held or acquired by FHE in the Leased Premises or the Stadium; (c) the transfer to MSU of all of the Property, Rights and Interests; and (d) FHE’s full cooperation with MSU to effect the terms of this Agreement; and (e) for FHE’s execution of the Agreement for Sublease Termination for Floyd Hall Arena (all, together, the “FHE Obligations”) shall be One Million and xx/100 Dollars ($1,000,000.00), (the “Termination Consideration”).

(b) The Termination Consideration shall be paid by MSU to FHE on the Closing Date which shall occur simultaneously with the Initial Payment Date defined in the Agreement for Sublease Termination for Floyd Hall Arena.,. The actual amount of the Termination Consideration shall be plus or minus the amount of adjustments set forth in Section 23. On the Closing Date, the rent shall be apportioned based on the number of days that FHE was tenant under the Sublease in that calendar year, and FHE shall have an audited statement of revenues prepared in accordance with Section 4.1(c) of the Sublease for the period that FHE was tenant under the Sublease in that calendar year. When the rent due under the Sublease for 2016 and/or 2017, as applicable, is determined, to the extent of such rent, shall be released to MSU as an adjustment at the Closing of the Arena in 2020 in accordance with the Termination of Sublease Agreement for the Arena. This Section shall survive Closing.

8. **Title Process.** Promptly after the execution and delivery of this Agreement and within the Due Diligence Period, MSU shall order such searches on FHE and the Leased Premises as MSU may determine (“Title Search”). MSU shall furnish the Title Search to FHE, by no later than ten (10) Business Days after MSU’s receipt of the same, together with a statement specifying any liens or interests which are deemed objectionable by MSU (“Purchaser’s Statement”). FHE shall not permit liens or interests to accrue or
give any third party rights against the Leased Premises and Property in addition to any lien or interest identified in the Title Search after the delivery of the Purchaser's Statement and up to the Closing Date. Without impairment of FHE's obligations under Section 6 above, FHE shall notify MSU within ten (10) Business Days after receipt of Purchaser's Statement whether FHE asserts that there are any such liens or interests which it elects not to remove under this Section. In such event, MSU shall have the right, by notice delivered to FHE within ten (10) Business Days after receipt of FHE's notice, to either (a) direct FHE to remove the liens or interests identified in the Purchaser's Statement which may be discharged by the payment of money prior to Closing; or (b) proceed with the transactions set forth in this Agreement with such interest(s) remaining of record without an abatement or reduction of the Termination Consideration; or (c) terminate this Agreement.

Prior to Closing, MSU shall order additional searches on FHE and the Leased Premises as MSU may determine ("Rundown Search"). MSU shall furnish the Rundown Search to FHE by no later than 10 Business Days after MSU's receipt together with a Purchaser's Statement. FHE shall cause any liens and interests identified in the Title Search and Rundown Search against the Leased Premises and the Property which may be discharged by the payment of money to be paid and/or removed at Closing. In the event FHE fails to remove such liens and interests by Closing, MSU may delay Closing until FHE removes such liens and interests.

If the liens or interests against the Leased Premises or the Stadium which FHE is obligated to discharge exceed the amount of the Termination Consideration, FHE shall on or before Closing, provide such funds as are required to obtain termination and/or discharge of such liens or interests. No provision of this Section, and no actions by MSU in accordance with this Section, including proceeding with the Sublease Termination, shall waive, limit or impair MSU's right to recovery in the event such liens or interests exceed the Final Payment. This Section shall survive Closing.

9. **Due Diligence Termination.** MSU shall have the right, during the period commencing on the date hereof and expiring at 5:00 PM on the final day of the Due Diligence Period, to terminate this Agreement, for any reason or for no reason, by providing written notice of such termination to FHE.

10. **Due Diligence Deliveries.** Within five (5) days after the date of this Agreement, FHE shall deliver to MSU, or shall make available to MSU at FHE's offices in the State of New Jersey, all records in the possession or control of FHE relating to the Leased Premises and the Stadium, including but not limited to (but only to the extent that FHE is in possession or control of the same): (a) construction plans; (b) as-built drawings; (c) repair and replacement records; (d) inspection and maintenance records for all structures and systems; (e) all warranties for all structures and systems; (e) names and addresses of all contractors providing services with respect to the Stadium, including all systems; (f) records of any municipal violations or violations of any Legal Requirements with respect to the Leases premises, the Stadium or its operations; (g) utility providers and historical utility costs; (h) service providers and historical service provider costs; (i) environmental assessments, reports and all filings with the New Jersey Department of Environmental Protection in relation to the Leases Premises; (j) contracts with the
Township of Little Falls for the payment of taxes or assessments in lieu of taxes; (k) contracts with all third party users of the Stadium, both short and long term; (l) customer lists; and (m) such other documents and information as may be reasonably requested by MSU.

11. Inspections: Indemnity. (a) During the Due Diligence Period, MSU may cause its environmental consultants, engineers, architects and other professional consultants to carry out such inspections and investigations, including environmental investigations (including soil and sub-surface tests and analyses, provided MSU promptly repairs any damage to the Leased Premises and the Stadium caused by such tests) of the Leased Premises and/or the Stadium as MSU may determine. FHE shall reasonably cooperate with MSU’s inspectors and professional consultants. MSU shall not conduct or allow any physically intrusive testing of, on or under the Leased Premises and/or the Stadium without the prior written consent of FHE. Prior to any physical or environmental inspections of the Premises by Purchaser’s agents, Purchaser’s agents shall obtain not less than [Two] Million Dollars ($2,000,000.00) comprehensive general liability insurance that provides coverage for property damage, personal injury and [lost business revenue], with Seller being named as an “Additional Insured” with respect to the Property. Purchaser shall provide to Seller a certificate of insurance evidencing such coverage prior to undertaking any such inspections. Purchaser’s agents conducting such inspections shall maintain such insurance coverage throughout the duration of the Due Diligence Period. Purchaser shall be responsible for any damage caused as a result of its inspections. This obligation shall survive termination of this Agreement and the closing of the transactions contemplated hereunder.

12. Right of Entry. MSU and its agents, employees, inspectors and consultants shall have access to the Leased Premises and the Stadium from time to time, upon reasonable notice, through the final day of the Due Diligence Period for the purpose of inspecting the Leased Premises and the Stadium and undertaking tests and studies, provided MSU promptly repairs any damage to the Leased Premises and the Stadium caused by such entry.

13. Tenant Estoppel Certificates. During the Due Diligence Period, FHE shall obtain Tenant Estoppel Certificates from each party listed in Schedule 14(m), which Estoppel Certificate shall be dated not later than seven (7) days prior to the end of the Due Diligence Period, which has copies of all lease or occupancy documents claimed by tenants to be operative attached, disclose any claims or offsets of tenants against FHE or amounts claimed to be due to tenants from FHE, any alleged breach by FHE in any obligation due to tenants, any prepaid rent or other charges made to FHE as sublandlord, the amount of any security deposit being held by FHE, and such other information as is reasonably requested by MSU. No earlier than seven (7) days prior to Closing, FHE shall obtain Tenant Estoppel Certificates again from tenants and, subject to election by MSU that such tenant(s) be continued and not terminated, from each additional then-existing Tenant (including Tenants defined in Section 14(m)), which shall have copies of all lease or occupancy documents claimed by such Tenants to be operative attached, disclose any claims or offsets of such party against FHE or amounts claimed to be due to such party from FHE, any alleged breach by FHE in any obligation due to such party, any prepaid rent
or other charges made to FHE as sublandlord, the amount of any security deposit being held by FHE, and such other information as is reasonably requested by MSU.

14. **Representations and Warranties of FHE.** As an inducement to MSU to enter into this Agreement, FHE represents and warrants to MSU that the following are true and accurate as of the date of this Agreement, and will be true and accurate as of the Closing Date:

(a) FHE is a New Jersey limited liability company which is in good standing, with the power to enter into this Agreement and to consummate the transactions herein contemplated. The performance by FHE of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of its Certificate of Formation or Operating Agreement;

(b) the execution, delivery and performance of this Agreement by FHE and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of law, statute, rule or regulation to which FHE or its property is subject or violate any judgment, order, writ, injunction or decree of any court applicable to FHE or its property;

(c) all proceedings required to be taken by or on behalf of FHE to authorize it to make, deliver and carry out the terms of this Agreement have been taken or will be duly and properly taken and this Agreement is the legal, valid and binding obligation of FHE enforceable in accordance with its terms;

(d) no consent, authorization, license, permit, registration, approval or exemption is required to be obtained by FHE in connection with the execution and delivery of this Agreement or the performance by FHE of its obligations hereunder, except for the consents of the NJEFA and the consents of Friends of Yogi, Inc., LTD Enterprises, other parties which are set forth in the definition of “Trigger Date” in Section 2(m) and/or Section 15;

(e) FHE is solvent on a balance sheet basis, and is paying its obligations when they become due without the use of credit;

(f) FHE owns tenant’s interest under the Sublease free and clear of all subtenancies, licenses, and other rights to possession or occupancy of any third party except as set forth on Schedule 14(m), and free and clear of any and all liens, claims, interests and encumbrances. FHE has the right to convey such interest to MSU through termination pursuant to the terms hereof;

(g) The Leased Premises and the Stadium are in compliance with all Legal Requirements;

(h) FHE is not a “foreign person” under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and upon consummation of the transaction
contemplated hereby, MSU will not be required to withhold from the Termination Consideration any withholding tax;

(i) there are no proceedings at law or in equity (including proceedings contesting any tax or assessment) before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or threatened, against or affecting FHE or the Leased Premises or the Stadium, including but not limited to proceedings that: (i) involve the validity or enforceability of this Agreement or any other instrument or document to be delivered by FHE pursuant hereto; (ii) enjoin or prevent or threaten to enjoin or prevent the performance of FHE’s obligations hereunder; or (iii) relate specifically to the Leased Premises or the Stadium or the title thereto.

(j) there is no litigation, claim or proceeding pending or threatened against or relating to: (i) FHE; or (ii) the Leased Premises or the Stadium, in each case, that would have a material adverse effect on the Leased Premises or the Stadium or the ability of FHE to undertake and consummate the FHE Obligations in a timely manner and in accordance with this Agreement.

(k) any litigation, claim or proceeding pending or threatened against or relating to: (i) FHE; or (ii) the Leased Premises or the Stadium is set forth in Schedule 14(k). Any such litigation, claim or proceeding involving claims of injury or damage to person or property are covered by insurance maintained by FHE, and are being defended by the insurer(s) without any reservations of rights.

(l) FHE is not in default of any agreements beyond any applicable notice and cure periods that would have a material adverse effect on the Leased Premises or the Stadium or the ability of FHE to undertake and consummate the FHE Obligations in accordance with this Agreement.

(m) the only other entities or persons who have any lease, license, tenancy, occupancy, use or other rights with respect to the Leased Premises or the Stadium are set forth on Schedule 14(m) ("Tenants"), including a synopsis of such rights. FHE will immediately deliver to MSU all documents regarding the rights of any Tenant. All such agreements as are set forth on Schedule 14(m) are in full force and effect, are in writing, and have not been violated by FHE or, to the Knowledge of FHE, the Tenant. The amounts of all periodic rent payments, all other payments due from any Tenant (CAM, taxes, insurance, utilities, etc.), and any security deposit being held by FHE, are set forth on Schedule 14(m).

(n) there are no pending tax appeals relating to the Leased Premises or the Stadium property. There are no agreements with the Municipality, or orders entered in the Passaic County Tax Board or the Tax Court that relate to the existing or future assessment or taxation of the Leased Premises or the Stadium.

(o) no casualty or damage requiring a repair costing in excess of $25,000.00 (as measured by FHE’s estimated out of pocket cost of repair) has occurred to the Stadium or to any of the Stadium systems which remains unrepaired.
(p) all electrical, plumbing, alarm, sprinkler, mechanical and HVAC systems, elevator/escalator and other operating systems contained in the Stadium are in good working order after considering the age of such items and the cumulative effect thereon of historical usage and wear and tear and subject to FHE’s obligation to inspect and maintain prior to Closing as indicated in the Sublease, and have all current inspection certificates required by the Municipality or any other governmental entity with jurisdiction. There are no open permits for improvements performed on the Leased Premises.

(q) except as set forth on Schedule 14(g), there are no utility service, construction, management, leasing, service, equipment, supply, maintenance, concession or other agreements (collectively, the “Contracts”) in effect with any party with respect to the Leased Premises or the Stadium.

(r) FHE has not spilled, poured, sprayed, dumped or discharged any Hazardous Substances on the Leased Premises in violation of Environmental Laws. To the best of FHE’s Knowledge, since May 1, 1997, no other person or entity has spilled, poured, sprayed, dumped or discharged any Hazardous Substances on the Leased Premises in violation of Environmental Laws. To the best of FHE’s knowledge, there has been no use and storage of any Hazardous Substances at the Property except for cleaning and maintenance products used in the ordinary course of business in compliance in all material respects with all applicable Environmental Laws. FHE has no knowledge of any violation of applicable Environmental Laws at the Leased Premises or the Stadium and has no knowledge of any proceeding or inquiry by any governmental authority with respect to a violation of applicable Environmental Laws at the Leased Premises or the Stadium. FHE has no knowledge of any remediation of the Leased Premises that has not been fully approved by NJDEP.

(s) to the best of FHE’s knowledge, without inquiry or investigation, no Hazardous Substances have migrated onto or under the Leased Premises from any other property since May 1, 1997.

(t) since May 1, 1997, neither FHE nor any tenant or occupant of the Leased Premises has had a Standard Industrial Classification number that has caused the Leased premises to be subject to the provisions of the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et. seq., and the regulations issued thereunder (“ISRA”). FHE’s NAICS Code is 711310.

(u) roof, windows, HVAC and other designed openings or water-bearing systems function as designed and are maintained with respect to water infiltration; mold is monitored for and remediated, when necessary, consistent with industry and government guidelines (there being no established standard or regulation) and Seller has received no written notice of defenses, offsets, claims, demand, suits or actions arising with respect same.

(v) FHE has no knowledge of any dangerous condition on or of the Leased Property or the Stadium.
(w) there are no commissions or other payments, however characterized, due to any broker or finder on account of any lease or other agreement with any Tenant (or any predecessor), including any future extension or renewal of any such lease or agreement.

(x) FHE has granted no liens or security interest to any third party which attach to FHE's interests in the Sublease, the Leased Premises or the Stadium.

(y) the property insurance and the liability insurance currently maintained by FHE under the Sublease are attached as Schedule 14(y).

15. Conditions to MSU's Obligation to Close.

(a) The truth, accuracy and completeness of each of the representations and warranties of FHE as of the date hereof, and as of the Closing Date;

(b) the absence of any pending municipal violation against the Stadium;

(c) the absence of any Hazardous Substances having been spilled, poured, sprayed, dumped or discharged on the Leased Premises;

(d) the absence of any applications, filings or proceedings regarding the Leased Premises that are pending before the NJDEP;

(e) the required consents of the NJEFA and MSU Board of Trustees;

(f) the consent of the Office of the State Comptroller;

(g) evidence of FHE holding a valid NJ Business Registration Certification;

(h) approval by the State Treasurer of FHE's political contribution disclosure;

(i) submission by FHE of MSU's Ownership Disclosure Form;

(j) submission by FHE of the State of New Jersey Division of Purchasing and Property's Disclosure of Investment Activities in Iran confirming that FHE has no investment activities in Iran;

(k) submission of MSU's Conflict of Interest Form demonstrating compliance with NJ Executive Orders 34 and 189;

(l) submission of MSU's Non-Collusion Affidavit;

(m) submission of MSU's MacBride Principles Form demonstrating compliance with MacBride Principles and Northern Ireland Act of 1989;
(n) FHE’s acceptance of the mandatory EEO/AA language for goods and services and professional services contracts, as applicable and as more fully set forth in N.J.A.C. 17:27-3.5 and 3.7 and as more fully stated on the University’s website which are incorporated by reference as if fully restated herein: http://www.montclair.edu/media/montclair/financetreasurer/forms/vendor/AA-for-Goods-and-Services.pdf;

(o) approval by the SHC, if required; and

(q) the delivery of all FHE Closing Deliveries

(r) FHE’s execution of the Termination Agreement for Floyd Hall Arena and Second Sublease Amendment for Floyd Hall Arena attached to this Floyd Hall Arena Termination Agreement as Exhibit 24(a).

(s) FHE’s execution of the Acknowledgement of Termination of the Yogi Berra Stadium Sublease, and amendment of the Operating Agreement and Tri-Party Agreement in the form attached hereto as Exhibit 24(a)

shall be conditions precedent to the obligations of MSU to close under this Agreement.

16. **Survival.** The representations and warranties of FHE contained in this Agreement are true and accurate as of the date hereof and shall be deemed to be repeated and shall be true and accurate as of the Closing Date, after which they shall terminate and be of no further force and effect. Notwithstanding the foregoing, however, the representations and warranties in Sections 14(f), 14(g), 14(i), 14(j), 14(k), 14(l), 14(m), 14(n), 14(o), 14(p), 14(q), 14(r) and 14(v) shall survive for a period of one (1) year after Closing, and the representations and warranties in Section 14 (w), and 14 (x) shall survive until the expiration of the applicable statute of limitations.

17. **Covenants of FHE.** As an inducement to MSU to enter into this Agreement, FHE covenants that:

(a) During the period between the date of this Agreement and Closing, FHE shall fully comply with all of the terms of the Sublease. Without limitation of the obligations of FHE under the Sublease, the Stadium will be structurally sound and fully maintained, and all building systems will be maintained in accordance with the Sublease and will be in working order on the Closing Date.

(b) During the period between the date of this Agreement and Closing, FHE shall not, without MSU’s prior written consent, enter into any Contracts relating to the Leased Premises or the Stadium which do not terminate and/or are not terminable, without premium or penalty, on or prior to the Closing Date.
(c) With the exception of equipment identified in Exhibit 24(c), during the period between the date of this Agreement and Closing, FHE shall not, without MSU’s prior written consent, remove from the Stadium any removable trade fixtures or equipment unless the same are replaced with trade fixtures and equipment of equal or greater value and utility for the operations of the Stadium.

(d) During the period between the date of this Agreement and Closing, FHE will not, without MSU’s prior written consent: (i) enter into any new or amended lease, license, tenancy, occupancy, use, or other agreements with respect to the Leased Premises or the Stadium except for the existing tenancies of FOYI and LTD; (ii) modify, extend or terminate, or accept the termination of, any agreement with any Tenant; provided, however, that this subsection shall not be violated by any breach, default or wrongful termination by any Tenant; (iii) agree to any alteration to any portion of the Stadium by any Tenant; (iii) allow or suffer any mortgage, lien or encumbrance on the Leased Premises or the Stadium; or (iv) enter into, modify or terminate and agreement with the municipality of Little Falls with respect to the taxation of the Leased Premises or the Stadium, or payments in lieu of taxes.

(e) FHE shall immediately notify MSU of its receipt of any notice of any Legal Violation with respect to the Leased Premises of the Stadium. FHE shall promptly furnish MSU with any notice or communication concerning the Leased Premises and/or the Stadium that FHE receives from the Municipality or other governmental entity.

(f) FHE shall immediately notify MSU of the discharge or migration of any Hazardous Substance onto the Leased Premises of which FHE becomes or is made aware.

(g) FHE shall arrange, at its cost, for any inspections, and for the issuance of any approvals or certificates, required by the Municipality in connection with the termination of the Sublease or the other transactions contemplated by this Agreement.

(h) FHE will deliver the Leased Premises and the Stadium at Closing broom clean and vacant (other than the rights of Tenants).

(i) FHE will pay and discharge, or cause to be paid and discharged, before they become delinquent all real estate taxes and assessments levied upon or assessed against the Leased Premises and the Stadium which are allocable to the period prior to the Closing Date. This Section shall survive Closing.

(j) FHE shall promptly notify MSU if FHE becomes aware that any representation or warranty of FHE contained in this Agreement becomes untrue or incorrect in any material respect.

(k) From and after Closing, FHE shall, if required due to the terms of its liability insurance maintained through the date of Closing, maintain liability insurance in an amount not less than the amount set forth in the Sublease, and on terms equivalent to
the terms required under the Sublease, that will indemnify and defend against claims for damage or injury to persons or property that occurred before Closing but which are asserted after Closing.

18. **Bulk Sale.** FHE will fully cooperate with MSU so that MSU may file an application for tax clearance with the New Jersey Division of Taxation – Bulk Sales Unit. MSU will file the same at least sixty days prior to the the Closing Date. FHE will promptly file an Asset Transfer Tax Declaration. The issuance of a tax clearance letter by the Bulk Sales Unit shall be a condition precedent to MSU’s obligation to close. FHE represents that its federal tax identification number is 22-3498191.

19. **NJEFA Consent; Modification of Three Party Agreement.** MSU and FHE shall cooperate fully with each other to expeditiously apply for the consents of the NJEFA and SHC required for the performance of the parties under this Agreement, including a modification of the Three Party Agreement, all of which are conditions precedent to the parties’ obligations to close. Neither party shall be obligated to pay any sums to NJEFA or SHC to obtain such consent, other than reasonable review fees to NJEFA’ s or SHC’s counsel, which shall be shared equally by MSU and FHE.

20. **OPRA.** FHE acknowledges that MSU is subject to the New Jersey Open Records Act and that MSU may be subject to the New Jersey common law right of access to governmental records.

221. **Risk of Loss.** The provisions of Article 10 of the Sublease Agreement shall continue in full force and effect from the date hereof until the Closing Date.

22. **Payment and Closing Date.** Subject to other applicable provisions of this Agreement, the closing of the transaction contemplated hereby shall occur simultaneously with the payment of the Initial Payment due pursuant to the Agreement for Sublease Termination of Floyd Hall Arena on a Business Day mutually acceptable to the parties on or before the Trigger Date at the offices of the General Counsel of MSU, or such other location as the parties may mutually agree.

23. **FHE Deliveries.**

On the Closing Date, and as conditions of the payment of the Termination Consideration, FHE shall execute and deliver, and shall cause to be executed and delivered:

(a) A Sublease Termination, Operating Agreement Termination and Amendment to Three Party Agreement in substantially the form of Exhibit 24(a);

(b) The unanimous consent of the members of FHE authorizing the transactions set forth in this Agreement and the execution and delivery of this Agreement and the FHE Closing Documents;
(c) Estoppel certificates from FOYI and LTD evidencing that no rent is past due, no liens against the Premises, no claims against FHE, and consents to permit the assignment of their agreements by FHE to MSU at the Closing Date, and continuation in force of such agreements;

(d) Discharge of any Notices of Lease or other recorded documents evidencing any possessory or other right of FHE in or to the Leased Premises;

(e) A certificate of FHE, dated as of the Closing Date, stating that the representations and warranties of FHE contained in this Agreement are true, correct and complete as of such date;

(f) Subject to verification by an annual audit of FHE, payment of all amounts then due and owing from FHE to MSU under the Stadium and Arena Subleases and Sublease amendments thereto; payment of all amounts then due and owing from FHE to MSU under the Operating Agreement;

(g) Execution of all documents required for the Initial Payment required pursuant to the Agreement for Sublease Termination of Floyd Hall Arena.

(h) A Notice of Agreement, in recordable form, which may be recorded by MSU: (i) providing notice of the Termination Agreement of the Sublease for Floyd Hall Arena; (ii) providing specific notice that FHE may not, without MSU’s prior written consent: (A) enter into any new or amended lease, license, tenancy, occupancy, use, ice time or other agreements with respect to the Arena which do not terminate and/or are not terminable, without premium or penalty, on or prior to March 31, 2020; (B) agree to any alteration to any portion of the Arena by any Tenant; (C) allow or suffer any mortgage, lien or encumbrance on the Arena or underlying property; or (D) enter into, modify or terminate and agreement with the municipality of Little Falls with respect to the taxation of the Leased Premises or the Arena, or payments in lieu of taxes; and (iii) providing notice of such other matters as MSU may reasonably require.

(i) Such other documents and instruments as MSU, SHC and/or NJEFA or its counsel may reasonably request, provided FHE shall not be obligated to execute any document which increases its liability or obligations beyond those set forth in this Agreement.

(j) A Bill of Sale for all personal property (tangible and intangible) and fixtures contained in or on or associated with the operation of the Leased Premises and the Stadium Arena except the Equipment which is listed on Exhibit 24(c) to this Agreement;

(k) Assignment of: (i) FHE’s rights as landlord under the Sub-Sublease Agreement for the Yogi Berra Museum between FHE and Friends of Yogi, Inc. dated May 1, 1997; (ii) FHE’s rights under the Operating Agreement for the Yogi Berra
Museum between FHE and Friends of Yogi, Inc. dated May 1, 1997; (iii) FHE’s rights as licensee under the License Agreement between FHE and I.T.D Enterprises dated May 1, 1997; to MSU or its designee, in form and content satisfactory to MSU;

(l) If required by MSU, consents of the counterparties for each agreement set forth in the foregoing subsection “d” to the assignment of such agreements by FHE to MSU (or its designee) and the continuation in force of such agreements;

(m) Discharges of any Notices of Lease or other recorded documents evidencing any possessory or other right of FHE in or to the Leased Premises;

(n) A certificate of FHE, dated as of the Closing Date, stating that the representations and warranties of FHE contained in this Agreement are true, correct and complete as of such date;

(o) All keys and alarm codes for the Stadium;

(p) Subject to verification by an annual audit of FHE, payment of all amounts then due and owing from FHE to MSU under the Sublease and Sublease amendments; payment of all amounts then due and owing from FHE to MSU under the Operating Agreement. In the event the regularly scheduled annual audit of FHE is due to occur after the Closing Date, the parties agree that MSU’s counsel shall hold no less than $150,000 in escrow pursuant to a written Escrow Agreement until MSU and FHE verify the amount due to MSU under the Sublease, Sublease Amendments and Operating Agreement

(q) Modification of the Operating Agreement in substantially the form of Exhibit 23(b);

(r) Termination of the Yogi Berra Stadium Field Preparation Agreement dated May 11, 2012 and 2016 between MSU and FHE, with adjustment of overpayments or underpayments through the date of such termination;

and MSU, a Consulting Agreement with FHE, containing terms reasonably satisfactory to FHE and MSU (the “Consulting Agreement”);

(s) Release from FHE running in favor of MSU and the NJEFA relating to all NJEFA or MSU pre-Closing obligations regarding the Leased Premises and the Stadium.;

(n) Amendment to Three Party Agreement and Operating Agreement in substantially the form of Exhibit 24(a); and

(nTermination) Such other documents and instruments as MSU, SHC and/or NJEFA or its counsel may reasonably request, provided FHE
All, together, the "FHE Closing Documents".

24. MSU Deliveries.

At Closing, MSU shall execute and deliver:

(a) Execution of all documents required for at the Initial Payment due under the Agreement for Sublease Termination of Floyd Hall Arena;

(b) A Sublease Termination, Operating Agreement Termination and Amendment to the Three Party Agreement, in substantially the form of Exhibit 24(a);

(c) The Termination Consideration;

(d) A certificate of MSU, dated as of the Closing Date, stating that the representations and warranties of MSU contained in this Agreement are true, correct and complete as of such date;

(e) Such other documents and instruments as FHE or its counsel may reasonably request, provided MSU shall not be obligated to execute any document which increases its liability or obligations beyond those set forth in this Agreement.

25. Closing Adjustments. The following shall be adjusted at closing:

(a) any overpayments (prepayments) or underpayments (amounts due) by or from FHE under any agreements with sub-subtenants of FHE being assigned to MSU;

(b) any overpayments (prepayments) or underpayments (amounts due) by or from FHE under any Contracts (including utility accounts or agreements) which are not closed out as of the date of Closing;

(c) Any adjustments or credits required by this Termination Agreement

(d) Rents due under the Sublease.

(e) [reserved]

26. Indemnification by FHE. From and after the Closing Date: (i) the indemnification obligations of FHE which are set forth in Section 9.8 of the Sublease shall survive in accordance with their terms; and (ii) FHE shall indemnify, defend and hold harmless MSU and the NJEFA, and each of its officers, trustees, employees and agents from and against any and all claims, liabilities, obligations, costs and expenses, including, without limitation, reasonable attorneys’ fees, arising out of the breach by FHE of its representations and warranties restated in Section 17 (provided, however, that such indemnification shall expire unless a claim for such indemnification has been made on or prior to the one year anniversary of the Closing Date) or Section 14(w).

This Section shall survive Closing.
27. **No Brokers.** FHE and MSU each represent and warrant to the other that they have dealt with no brokers or finders in connection with the negotiation, execution and delivery of this Agreement. FHE shall indemnify and hold MSU harmless from and against any claim by any broker of finder against MSU for any commissions or other amounts claimed to be due and payable to such broker or finder in connection with this Agreement, together with all reasonable costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon, including but not limited to reasonable attorneys' fees and court costs in defending such claim.

28. **Effect of Proper Termination.** Upon a proper termination of this Agreement by MSU, including under Section 8, Section 9 or Section 21, neither party shall have any further liability to the other hereunder, except for sections specifically identified as surviving the termination or closing.

29. **Notice.** All notices and other communications required or permitted hereby shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, telecopy, e-mail or other electronic method of written message transmission (a “fax”) with a copy sent the same day by first class mail, national overnight express service, or commercial courier (“next business day delivery”), which courier provides for delivery with receipt to a party at its address set forth below:

To MSU:

Montclair State University  
1 Normal Avenue  
College Hall, Room 229  
Montclair, New Jersey 07043  
Attention: Vice President for Finance and Treasurer  
With a copy to: University Counsel  
Ph.: (973) 655-5225  
Fax: (973) 655-7719  
Email: rosenheinj@mail.montclair.edu  
Email: flemingm@mail.montclair.edu  
Email: andersonmar@mail.montclair.edu

With a copy to:

Jay Samuels, Esq.  
Windels Marx Lane & Mittendorf, LLP  
120 Albany Street Plaza  
New Brunswick, New Jersey 08901  
Attention: Jay Samuels, Esq.  
Email: jsamuels@windelsmarx.com

To FHE:

Floyd Hall Enterprises, L.L.C.
1 Hall Drive
Little Falls, NJ 07424
Attention: Larry F. Hall, Executive Vice President

With a copy to:

James A. Kosch, Esq.
McCarter & English
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
Ph.: (973) 639-2028
Fax: (973) 297-3964
Email: jkosch@mccarter.com

or such other address as the party shall specify to the other parties in a notice. All notices and other communications shall be deemed to have been delivered: (a) if by personal delivery or telecopy, the same day; (b) if by certified mail, return receipt requested, on the date which is three (3) business days after mailing; or (c) if sent by commercial courier, on the date which is one (1) business day after dispatching. Notwithstanding the foregoing: (i) no notice sent by fax hereunder shall be valid unless a copy of the notice is also sent by one of the other methods authorized herein on the same day the fax is sent and (ii) no notice of change of address shall be deemed delivered until actually received. The attorneys for each of the parties named herein may give notices on behalf of their respective clients with the same force and effect as though given by the parties themselves. Failure to accept a notice shall not invalidate such notice.

30. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to agreements executed and wholly performed therein without reference to conflicts of laws principles.

31. **No Modification.** This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

32. **No Waiver.** No waiver by either party of any failure or refusal to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

33. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances 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 held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
34. **Successors and Assigns.** This Agreement shall inure to the benefit of, and shall bind, the heirs, executors, administrators, successors and permitted assigns of the respective parties. MSU shall be permitted to assign its right to receive any of the Property, Rights and Interests to be transferred under this Agreement.

35. **Captions.** The headings of the various sections of this Agreement have been inserted only for convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain or restrict any of the provisions of this Agreement.

36. **Counterparts: Facsimile Delivery.** This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement, binding on the parties as if all parties had signed one document on the same signature page, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended or attached to, any other counterpart. The signature of any party on a copy of this agreement forwarded by facsimile transmission or other electronic transmission (e.g., in Portable Document Format) shall be deemed to be an original signature.

37. **Fees and Costs.** Each of FHE and MSU shall be responsible for their own costs and expenses incurred in connection with the negotiation, execution and delivery of this Agreement and all other documentation necessary to effect the transactions contemplated herein.

38. **Drafting Ambiguities: Interpretation.** In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party recognizing that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same. Unless otherwise specified: (a) whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular; (b) the words “consent” or “approve” or words of similar import, shall mean the prior written consent or approval of MSU or FHE; (c) the words “include” and “including” or words of similar import, shall be deemed to be followed by the words “without limitation”; and (d) the Exhibits and Schedules to this Agreement are incorporated herein by reference.

39. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of this Agreement.

40. **No Modification of Sublease or Operating Agreement.** Nothing in this Agreement is intended to, or shall be construed to have the effect of, modifying the rights or obligations of either party to the Sublease or to the Operating Agreement.

41. **Tort Claims Act and Contractual Liability Act.** MSU is an agency of the State of New Jersey. Any agreement or arrangement signed or entered into on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Torts Claims Act, N.J.S.A. 59:1-1 et seq. the New Jersey

42. **Waiver of Jury Trial.** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT EACH MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED BY EITHER PARTY IN CONNECTION HEREWITH (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT OR THE ASSIGNMENT ON THE GROUNDS THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE).

43. Pursuant to N.J.A.C. 17:44-2.2, relevant records of FHE or other persons entering into contracts with MSU in connection with this Agreement are subject to audit or review by the Office of the State Comptroller pursuant to N.J.S.A. 52:15C-14(d). FHE shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

44. **Recording.** The parties agree that MSU may record notice of this Termination Agreement in the form attached as Exhibit 25.

[signatures follow immediately]
[signatures to Agreement for Sublease Termination]

In witness whereof, the parties have executed this Agreement for Sublease Termination as of the date first set forth above.

Montclair State University

By: [Signature]
Name: Jon Rosenhein
Title: Vice President for Finance
And Treasurer

Floyd Hall Enterprises, L.L.C.

By: [Signature]
Name: Larry F. Hall
Title: Executive Vice President

The New Jersey Educational Facilities Authority makes this execution to evidence and confirm that the New Jersey Educational Facilities Authority has approved the termination of the Sublease, of this Agreement, and of all agreements, documents and conditions which are conditions of Closing under this Agreement, to the extent that NJEFA approval is so required

New Jersey Educational Facilities Authority

By: [Signature]
Name: Jeremy A. Spector
Title: Executive Director
[signatures to Agreement for Sublease Termination]

In witness whereof, the parties have executed this Agreement for Sublease Termination as of the date first set forth above.

Montclair State University

By: ______________________________________
  Name: Jon Rosenhein
  Title: Vice President for Finance
         And Treasurer

Floyd Hall Enterprises, L.L.C.

By: ______________________________________
  Name: Larry F. Hall
  Title: Executive Vice President

The New Jersey Educational Facilities Authority makes this execution to evidence and confirm that the New Jersey Educational Facilities Authority has approved the termination of the Sublease, of this Agreement, and of all agreements, documents and conditions which are conditions of Closing under this Agreement, to the extent that NJEFA approval is so required

New Jersey Educational Facilities Authority

By: ______________________________________
  Name: Jeremy A. Spector
  Title: Executive Director
In witness whereof, the parties have executed this Termination Agreement as of the date first set forth above.

Montclair State University

By: __________________________
   Name: Jon Rosenhein
   Title: Vice President for Finance
   And Treasurer

Floyd Hall Enterprises, L.L.C.

By: __________________________
   Name: Larry F. Hall
   Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Termination Agreement.

New Jersey Educational Facilities Authority

By: __________________________
   Name: Jeremy A. Spector
   Title: Executive Director
Schedule 14(k)

Litigation, Claims and Proceedings
Report of Title

DOCUMENT RESEARCH AND RETRIEVAL

This Report of Title is for informational purposes only and is not to be considered as a commitment to issue any form of title insurance policy. The report is for the use and benefit of the addressee only, and liability is hereby limited to the amount of the fee paid therefore.

US TITLE SOLUTIONS FILE NO.56252-NJ1701-5018
REFERENCE NO. Montclair State SITE NAME Floyd Hall Enterprises LLC

PREPARED FOR: Windels Marx Lane & Mittendorf, LLP
Jay Samuels
120 Albany Street
New Brunswick, NJ 08901

PREMISES: Montclair State University, Little Falls Township & Montclair Township, NJ

COUNTY: Passaic & Essex
1  **DATE OF THIS REPORT** 5/11/2017

**EXAMINED FROM** 3/18/1998

**EXAMINED THRU** 4/21/2017

2  **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**

   Fee Simple

3  **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

   New Jersey Educational Facilities Authority

**SOURCE OF TITLE:**


4  **THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:**

   **Deed Description for Hockey Rink Lease Area:**

   Beginning at a point at the beginning of the thirteenth course of Tract Two Parcel One in Deed Book G105 Page 287 and from said beginning point running thence;

   1. North 66°47'39" West 247.54 feet to a point;

   2. North 61°21'30" West 146.65 feet to a point in the easterly right-of-way line of the Erie Lackawanna Railroad Company;

   3. Along said easterly right-of-way line of the Erie Lackawanna Railroad Company North 23°44'30" East 815.05 feet to a point;

   4. South 81°10'46" East, 407.33 feet to a point;

   5. South 23°44'20" West, 930.14 feet to the point and place of beginning.

   **Legal Description for Ball Field Lease Area:**
Beginning at a point in the fifth course of Tract Two Parcel One, in Deed Book G105 Page 267 being distant South 19°56'38" East 420.02 feet from the fifth corner; and from said beginning point running thence,

1. South 19°56'38" East 248.49 feet to a point;
2. South 35°10'03" West 392.05 feet to a point;
3. North 80°12'31" West 476.56 feet to a point;
4. North 09°47'29" East 570.00 feet to a point;
5. South 80°12'31" East 521.33 feet to the point and place of beginning.
THIS IS NOT A COMMITMENT OR PRELIMINARY REPORT OF TITLE TO ISSUE A POLICY OR POLICIES OF TITLE INSURANCE. THE EXHIBITS SET FORTH HEREIN ARE INTENDED TO PROVIDE YOU WITH NOTICE OF MATTERS AFFECTING TITLE TO THE LAND DESCRIBED IN THIS REPORT.

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.

2. Mortgages returned herein. (-0-). See Separate Mortgage Schedule.

3. Any state of facts which an accurate survey might show or survey exceptions set forth herein.

4. Rights of tenants or person in possession.

(Judgments, Liens and UCC)

5. None within period searched

(Covenants/Restrictions)

6. None within period searched

(Easements and Rights of Way)

7. None within period searched
US TITLE SOLUTIONS
FILE NO. 56252-NJ1701-5018 REFERENCE NO. Montclair State

MORTGAGE SCHEDULE

None within period searched
COURT RECORD SEARCH REPORT

Report Date: May 1, 2017
Client Reference: UST 56252
Contact: Erin Fagan
Email Address: EFAGAN@USTITLESOULUTIONS.COM
Total Page Count: 4

<table>
<thead>
<tr>
<th>Name Searched: Floyd hall Enterprises LLC</th>
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</table>

<table>
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<th>Jurisdiction</th>
<th>Results</th>
</tr>
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<tr>
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<td>County Clerk's Office, NJ – All 21 Counties</td>
<td>No Record/s Found</td>
</tr>
<tr>
<td>Judgments</td>
<td>Superior Court – Law &amp; Special Civil Parts, NJ – All 21 Counties</td>
<td>No Record/s Found</td>
</tr>
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<td>Lawsuits</td>
<td>Superior Court – Law &amp; Special Civil Parts, NJ – All 21 Counties</td>
<td>4 Record/s Found</td>
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<tr>
<td>Lawsuits</td>
<td>U.S. District Court – The District of New Jersey</td>
<td>No Record/s Found</td>
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</table>

Please note: Signature Information Solutions LLC has made every reasonable effort to acquire accurate information from the records searched. The content of this report is “as is” and Signature Information Solutions LLC expressly disclaims any and all warranties, including but not limited to, the warranties of merchantability and fitness for a particular purpose or use.

This is a Database Report – A statewide search was conducted. Cases may not display a relevant status. Verifications of case status are available upon request and there may be an additional fee. Other Courts and indexes may be searched for additional fees.
REFERENCE: B9074036  STATE: NJ  SUPERIOR CT LAW DIV
SUIT: SL-00006935-2001  VENUE: ESSEX
DATE ENTERED: 08/01/01  CASE: L 006935 01
ACTION: PERS INJUR

PLAINTIFF:
BRETT DILIBERTO
DAMARIS ADAMS

ATTY FOR PLTF: HEILMAN & CURRAN

DEFENDANT:
DEVIN CLEMENTE
96 GATES AVE., MONTCLAIR, NJ 07042

JOHN DOES 1-5
(No Address)

ABC CORP 1-5
(No Address)

FLOYD HALL ENTERPRISES LLC
1 HALL DR, LITTLE FALLS, NJ 07424

--------------
*** End of Abstract ***

---------------------------------------------------------------

REFERENCE: B9880877  STATE: NJ  SUPERIOR CT LAW DIV
SUIT: SL-00003525-2002  VENUE: MORRIS
DATE ENTERED: 11/08/02  CASE: L 003525 02
ACTION: PERS INJUR

PLAINTIFF:
RICHARD HRUCYSHYN
LOURNAE HRUCYSHYN

ATTY FOR PLTF: PRO SE

DEFENDANT:

JOHN DOES 1-10
(No Address)

ABC CO 1-10
(No Address)

K MART
(No Address)

TIG MONTCLAIR STATE UNIVERSITY
(No Address)

K & K INSURANCE GROUP
(No Address)

FLOYD HALL ENTERPRISES LLC
(No Address)

--------------
*** End of Abstract ***

---------------------------------------------------------------
REFERENCE: B17593443
STATE: NJ
SUIT: SL-0000322-2012
DATE ENTERED: 05/23/12
ACTION: AUTO NEGL

SUPEIOR CT LAW DIV
VENUE: SUSSEX
CASE: SL-000322-2012

PLAINTIFF:
STATE FARM INDEMNITY COMPANY
atty for pltf: NAYER, LLC SUZANNE E-
PRINCETON FORRESTAL VILLAGE
116 VILLAGE BLVD SUITE 200
PRINCETON NJ 08540-5720
7323239903

DEFENDANT:
SKYLANDS PARK
(No Address)
Dismissed 11/07/13
MILLENNIUM SPORTS MGT INC
(No Address)
FLOYD HALL ENTERPRISES
(No Address)
SUSSEX SKYHAWKS
(No Address)
JOHN DOES 1-5
(No Address)
ABC CORPS 1-5
(No Address)
DEF CORPS 1-5
(No Address)
GHI CORPS 1-5
(No Address)
JKL CORPS 1-5
(No Address)
JANE DOES 1-5
(No Address)

-------------
*** End of Abstract ***

========================================
REFERENCE: B18202015
STATE: NJ
SUPERIOR CT LAW DIV
VENUE: ESSEX
CASE: SL-036008-2013

SUIT: SL-036008-2013
DATE ENTERED: 07/25/13
ACTION: PERS INJUR

PLAINTIFF:
MAXIM PANKOV
ATTY FOR PLTF: FERDINAND LANE M LA W OFFICES O

DEFENDANT:
MAXIM S BOLOTIN
(No Address)
Dismissed 05/13/15
FLOYD HALL ARENA
(No Address)
FLOYD HALL ENTERPRISES INC
(No Address)
RICHARD J CODEY ARENA
(No Address)
COUNTY OF ESSEX
(No Address)
JOHN DOES 1-10
(No Address)
JOHN ROES 1-10
(No Address)
PETER DOES 1-10
(No Address)

FLOYD HALL ARENA ADDED TO OUR INDEX.
FLOYD HALL ADDED TO OUR INDEX.
FLOYD ARENA ADDED TO OUR INDEX.
RICHARD J CODEY ADDED TO OUR INDEX.
RICHARD J ARENA ADDED TO OUR INDEX.

*** End of Abstract ***
New Jersey UCC
State Report
Reference: UST 58252
Account #: 713135590

Public Record Information
For the Sole Use Of:

Attention:

Search Number: UCC-072-1118

Name Searched: HALL SPORTS ENTERPRISES, LLC
Address Requested: NO
County: ALL, NJ
Municipality: ALL
Street Address: NONE

UCC's for This Address Only? NO

Notice
The following information is derived from a State Index and a proprietary Database of public records abstracts. While the Database is maintained to a high level of accuracy, Signature Information Solutions LLC does not certify or warrant its accuracy, adequacy or completeness. Copies and updates are available upon request at scheduled prices.

Finding
******* No Filings Found *******

Thru Date: 3/9/17
Search Fee: $55.00
Report Date: 3/13/17
Total Pages: 1

Signature Information Solutions LLC, Phone: 800 792 8888 Fax: 866 235 6274 www.signatureinfo.com
02-19-2008
NEW JERSEY SUPERIOR COURT,  
UNITED STATES DISTRICT COURT AND  
UNITED STATES BANKRUPTCY COURT

713-1355-90
RE: UST 56252

CERTIFIED TO:

US TITLE SOLUTIONS LLC
ROUNDVALLEY EXECUTIVE CENTRE
3 WERNER WAY STE 300
LEBANON NJ 08833

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

FROM TO

FLOYD HALL ENTERPRISES, LLC (Entity) 01-13-1997 01-13-2017
*** Name is CLEAR ***

FRIENDS OF YOGI, INC. (Entity) 01-13-1997 01-13-2017
*** Name is CLEAR ***

DATED 01-13-2017
TIME 08:45 AM

FEES: $ 20.00
TAX: $ 0.00
TOTAL: $ 20.00

RN17-018-03806 018 0871018 02

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650
713-1355-90
CERTIFIED TO:

US TITLE SOLUTIONS LLC
ROUNDVALLEY EXECUTIVE CENTRE
3 WERNER WAY STE 300
LEBANON NJ 08833

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS
SEARCHED THE LIST OF "SPECIALLY DESIGNATED NATIONALS AND BLOCKED
PERSONS" MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S.
DEPARTMENT OF THE TREASURY, PURSUANT TO EXECUTIVE ORDER 13224 AS
AMENDED BY EXECUTIVE ORDER 13268, AS WELL AS "THE CONSOLIDATED
SANCTIONS LIST" THAT INCLUDES THE LIST OF "FOREIGN SANCTIONS
EVADERS" PURSUANT TO EXECUTIVE ORDER 13608 AND MAINTAINED BY
TREASURY AND REPORTS THE FOLLOWING FINDINGS WITH RESPECT TO THE
NAME(S) LISTED BELOW:

FLOYD HALL ENTERPRISES, LLC (Entity) 01-16-2017
FRIENDS OF YOGI, INC. (Entity) 01-16-2017

************************************
***** CLEAR PATRIOT NAME SEARCH *****
************************************

NOTE: According to the U.S. Department of Treasury, no U.S. person may deal with any Libyan or Iraqi government official
whether their name appears on the list or not.

DATE ISSUED: 01-18-2017

FEES: $ 4.00
TAX: $ 0.00
TOTAL: $ 4.00

PA17-018-03807 018 0863018 02

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650
New Jersey State
UCC Report

Attention:

Search Number: UCC-011-1126

Name Searched: FLOYD HALL ENTERPRISES, LLC

Address Requested: NO
County: ALL, NJ
Municipality: ALL
Street Address: NONE

UCC's for This Address Only? NO

Notice

The following information is derived from a State Index and a proprietary Database of public records abstracts. While the Database is maintained to a high level of accuracy, Charles Jones does not certify or warrant its accuracy, adequacy or completeness. Copies and updates are available upon request at scheduled prices.

Finding

See attached sheets for UCC Filings & UCC Filing Copies found in the State Index and our Database that meet your Information Request.

Thru Date: 1/9/17
Report Date: 1/11/17
Search Fee: $55.00

Total Pages: 4

Signature Information Solutions LLC, Phone: 800.792.8888  Fax: 866 235 6274  www.signatureinfo.com

02-19-2008
DIVISION OF COMMERCIAL RECORDING
STATE: NJ

FILE DATE: 05/03/13
SECURED PARTY:
LCA BANK CORP
STE 218
1375 DEER VALLEY DR, PARK CITY, UT 84060

DEBTOR(S):
FLOYD HALL ENTERPRISES, LLC
ONE HALL DR
LITTLE FALLS, NJ 07424

COLLATERAL: EQUIPMENT
COMMENTS: ALL PAGES

*** End of Abstract ***

=================================================================

DIVISION OF COMMERCIAL RECORDING
STATE: NJ

FILE DATE: 03/21/16
SECURED PARTY:
LCA BANK CORPORATION
1375 DEER VALLEY DR SUITE 218
PARK CITY, UT 84060

DEBTOR(S):
FLOYD HALL ENTERPRISES, L.L.C
ONE HALL DR
LITTLE FALLS, NJ 07424

COLLATERAL: EQUIPMENT
COMMENTS: ALL PAGES

*** End of Abstract ***

=================================================================
1. DEBTOR'S EXACT FULL LEGAL NAME: FLOYD HALL ENTERPRISES, L.L.C.
   - CLEAN OR HANDWRITTEN NAME
   - CORPORATION/LLC
   - FIRST NAME
   - MIDDLE NAME
   - LAST NAME

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME: None
   - CLEAN OR HANDWRITTEN NAME
   - CORPORATION/LLC
   - FIRST NAME
   - MIDDLE NAME
   - LAST NAME

3. SECURED PARTY'S NAME: ICA BANK CORPORATION
   - CLEAN OR HANDWRITTEN NAME
   - CORPORATION/LLC
   - FIRST NAME
   - MIDDLE NAME
   - LAST NAME

4. This FINANCING STATEMENT covers the following collateral: "All of the Equipment referenced in the Lease Agreement #129532-001, which is generally described as [COPIER EQUIPMENT] and all proceeds (including cash, non-cash and insurance proceeds), all attachments, additions and attachments, and all substitutions and replacements.

5. ALTERNATIVE DESIGNATION (if any): None

6. STATEMENT OF INTEREST: None

7. FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/22/02)

UCC-1
**UCC FINANCING STATEMENT**

**FOLLOW INSTRUCTIONS**

| A. NAME & PHONE OF CONTACT AT FILER (optional) | State of New Jersey  
Department of the Treasury  
Division of Revenue & Enterprise Services  
UCC Section  
Filed  
Filing Number: 51991304  
03/21/16 9:27:02 |
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<td>□</td>
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<tr>
<td>8003313282</td>
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</tr>
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C. SEND ACKNOWLEDGMENT TO [Name and Address]

| CT Linc Solutions  
P.O. Box 39091  
Glendale, CA 91209-9071  
US |
|-----------------------------------------------|-------------------------------------------------|

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

---

1. **DEBtor'S NAME**: Provide only one Debtor name. If more than one Debtor exists, list each Debtor name on a separate statement. If any part of the Debtor name is incorrect, do not apply, correct, or otherwise alter any part of the Debtor's name; and provide the incorrect Debtor information in item 10 of the Financing Statement Addendum (Form UCC1A).  

<table>
<thead>
<tr>
<th>OR</th>
<th>OR</th>
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<td><strong>ORGANIZATION'S NAME</strong> FLOYD HALL ENTERPRISES, LLC</td>
<td><strong>ORGANIZATION'S NAME</strong></td>
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<td><strong>INDIVIDUAL'S SURNAME</strong></td>
<td><strong>FIRST PERSONAL NAME</strong></td>
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<td>ONE HALL DR</td>
<td>CITY LITTLE FALLS</td>
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<td></td>
<td>STATE NJ</td>
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<td>POSTAL CODE 07424</td>
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2. **DEBTOR'S NAME**: Provide only one Debtor name. If more than one Debtor exists, list each Debtor name on a separate statement. If any part of the Debtor name is incorrect, do not apply, correct, or otherwise alter any part of the Debtor's name; and provide the incorrect Debtor information in item 10 of the Financing Statement Addendum (Form UCC1A).  

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<td><strong>ORGANIZATION'S NAME</strong> IC A BANK CORPORATION</td>
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<tr>
<td>1375 DEER VALLEY DR, SUITE 218</td>
<td>CITY PARK CITY</td>
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<td>STATE UT</td>
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<td>POSTAL CODE 84000</td>
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4. **COLLATERAL**: This financing statement covers the following collateral: "All of the Equipment referenced in the Lease Agreement #13522-901, which Equipment is generally described as: [DESCRIPTION OF EQUIPMENT]. And all proceeds (including cash, non-cash and insurance proceeds), all accessions, additions and attachments, and all substitutions and replacements."  

5. Check only one applicable and mark only one box.  

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<th>A. Public Finance Transaction</th>
<th>B. Manufactured Home Transaction</th>
<th>C. A Debtor is a Transmitting Utility</th>
<th>D. Agricultural Use</th>
<th>E. Non-UCC Filing</th>
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7. **ALTERNATIVE DESIGNATION (if applicable):**  

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<th>Lease/Lessor</th>
<th>Cowshare/Cow/goat</th>
<th>Sell/Buyer</th>
<th>Sell/Buyer</th>
<th>Licenced/Licensed</th>
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8. **OPTIONAL FILER REFERENCE DATA:**  

- N.J.-0-53048835  

**UCC FINANCING STATEMENT** (Form UCC1) (Rev. 04/26/11)
NEW JERSEY SUPERIOR COURT,
UNITED STATES DISTRICT COURT AND
UNITED STATES BANKRUPTCY COURT

713-1355-90

RE: UST 56252

CERTIFIED TO:

US TITLE SOLUTIONS LLC
ROUNDVALLEY EXECUTIVE CENTRE
3 WERNER WAY STE 300
LEBANON NJ 08833

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

FROM TO

FLOYD HALL ENTERPRISES, LLC (Entity) 01-13-1997 01-13-2017
*** Name is CLEAR ***

FRIENDS OF YOGI, INC. (Entity) 01-13-1997 01-13-2017
*** Name is CLEAR ***

DATED 01-13-2017
TIME 08:45 AM

FEES: $ 20.00
TAX: $ 0.00
TOTAL: $ 20.00

RN17-018-03806 018 0871018 02

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650
713-1355-90

RE: UST 56252

CERTIFIED TO:

US TITLE SOLUTIONS LLC
ROUNDVALLEY EXECUTIVE CENTRE
3 WERNER WAY STE 300
LEBANON NJ 08833

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE LIST OF "SPECIALY DESIGNATED NATIONALS AND BLOCKED PERSONS" MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY, PURSUANT TO EXECUTIVE ORDER 13224 AS AMENDED BY EXECUTIVE ORDER 13268, AS WELL AS "THE CONSOLIDATED SANCTIONS LIST" THAT INCLUDES THE LIST OF "FOREIGN SANCTIONS EVADERS" PURSUANT TO EXECUTIVE ORDER 13608 AND MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY AND REPORTS THE FOLLOWING FINDINGS WITH RESPECT TO THE NAME(S) LISTED BELOW:

FLOYD HALL ENTERPRISES, LLC (Entity) 01-16-2017
FRIENDS OF YOGI, INC. (Entity) 01-16-2017

NOTE: According to the U.S. Department of Treasury, no U.S. person may deal with any Libyan or Iraqi government official whether their name appears on the list or not.

DATE ISSUED: 01-18-2017

FEES: $ 4.00
TAX: $ 0.00
TOTAL: $ 4.00

PA17-018-03807 018 0863018 02

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650
ASSIGNED OWNER : NEW JERSEY EDUCATIONAL FACILITIES
BILLING ADDRESS : 133 FRANKLIN CORNER ROAD LAWRENCE TOWNSHIP, NJ 08648-2531
LOT ADDRESS : MONTCLAIR STATE UNIV
PASSAIC (MUNI CODE: 1605) : LITTLE FALLS TWP (973) 256-0994
225 MAIN STREET 35 STEVENS AVENUE LITTLE FALLS NJ 07424

INFORMATION
FOR RESALE
: C.O. REQUIRED ON NEW CONSTRUCTION, RESALES & CO
SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 256-6182 FOR INSPECTION
INSPECTION FEE 35

ASSESSOR'S CODE : 15C - PUBLIC PROPERTY (NOT TO BE USED FOR DETERMINING NJ MANSION TAX
APX. LOT SIZE : 
ASSESSED VALUES : LAND : $0 IMP. : $2,265,200 TOT. : $2,265,200
TAX RATE : $3.121 PER $100 OF ASSESSED VALUE
TAX EXEMPTIONS : FULLY EXEMPT.
2016 TAXES : EXEMPT
-2017 - DUE DATE :
QTR1 - 02/01 : EXEMPT
QTR2 - 05/01 : EXEMPT
QTR3 - 08/01 : TO BE DETERMINED
QTR4 - 11/01 : TO BE DETERMINED
-2018 - DUE DATE :
QTR1 - 02/01 : TO BE DETERMINED
QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : PENDING ADDED/OMITTED IF PROPERTY PURCHASED BY NON-EXEMPT OWNER
FROM DATE OF PURCHASE, DATE OF LOSS OF EXEMPT STATUS OR CERTIFICATE OF OCCUPANCY.
WATER ACCOUNT #: PRIVATE - NJ AMERICAN WATER CO. 131 WOODCREST ROAD CHERRY HILL,NJ 08034
800-272-1325
SEWER ACCOUNT #: INCLUDED WITH TAXES
CONFIRMED ASSESSMENTS : NONE
LIENS : NONE
ADDITIONAL BILLING : SEE ADDENDUM

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:
Signature Information Solutions LLC guarantees that the above information accurately reflects
the contents of the public record as of 01/11/2017
REPORT FEE: $35.00

Phone (800) 477-8288 Fax (800) 677-3272 P.O. Box 8488, Trenton, NJ 08650-0488
ASSESSED OWNER: NEW JERSEY EDUCATIONAL FACILITIES
BILLING ADDRESS: 133 FRANKLIN CORNER ROAD LAWRENCE TOWNSHIP, NJ 08648-2531
LOT ADDRESS: MONTCLAIR STATE UNIV
PASSAIC
(MUNI CODE: 1605)
LOT: 12
QUAL: X
KLOT:

PILOT:
Information To Follow

ADDITIONAL BILLING

Signature Information Solutions LLC guarantees that the above information accurately reflects the contents of the public record as of 01/11/2017

REPORT FEE: $35.00

Phone (800) 477-3288 Fax (800) 677-3272 P.O. Box 8488, Trenton, NJ 08650-0488
BLOCK : 250
LOT : 1
QUAL : X
XLOT : 

ASSESSED OWNER : NEW JERSEY EDUCATIONAL FACILITIES
BILLING ADDRESS : 133 FRANKLIN CORNER RD LAWRENCE TOWNSHIP, NJ 08648-2531
LOT ADDRESS : MONTCLAIR STATE UNIV
PASSAIC
(MUNI CODE: 1605)
225 MAIN STREET 35 STEVENS AVENUE LITTLE FALLS NJ 07424

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION, RESALES & CO
(FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 256-6182 FOR INSPECTION
INSPECTION FEE 35

ASSESSOR'S CODE : 15C - PUBLIC PROPERTY (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)
APX. LOT SIZE : 

ASSESSED VALUES : LAND : $0 IMP. : $15,541,700 TOT. : $15,541,700
TAX RATE : $3.121 PER $100 OF ASSESSED VALUE
TAX EXEMPTIONS : FULLY EXEMPT.
2016 TAXES : EXEMPT

-2017 - DUE DATE :
QTR1 - 02/01 : EXEMPT
QTR2 - 05/01 : EXEMPT
QTR3 - 08/01 : TO BE DETERMINED
QTR4 - 11/01 : TO BE DETERMINED

-2018 - DUE DATE :
QTR1 - 02/01 : TO BE DETERMINED
QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : PENDING ADDED/OMITTED IF PROPERTY PURCHASED BY NON-EXEMPT OWNER 
FROM DATE OF PURCHASE, DATE OF LOSS OF EXEMPT STATUS OR CERTIFICATE OF OCCUPANCY.

WATER ACCOUNT # : PRIVATE - NJ AMERICAN WATER CO. 131 WOODCREST ROAD CHERRY HILL, NJ 08034
800-272-1325

SEWER ACCOUNT # : INCLUDED WITH TAXES

CONFIRMED ASSESSMENTS : NONE
LIENS : NONE
ADDITIONAL BILLING : SEE ADDENDUM

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Signature Information Solutions LLC guarantees that the above information accurately reflects
the contents of the public record as of 01/11/2017

REPORT FEE: $35.00
For: US TITLE SOLUTIONS LLC

ASSESSER OWNER: NEW JERSEY EDUCATIONAL FACILITIES
BILLING ADDRESS: 133 FRANKLIN CORNER RD LAWRENCE TOWNSHIP, NJ 08648-2531
LOT ADDRESS: MONTCLAIR STATE UNIV
PASSAIC: LITTLE FALLS TWP (973) 256-0994
(MUNI CODE: 1605) 225 MAIN STREET 35 STEVENS AVENUE LITTLE FALLS NJ 07424

ADDITIONAL BILLING
Information To Follow

Signature Information Solutions LLC guarantees that the above information accurately reflects the contents of the public record as of 01/11/2017

REPORT FEE: $35.00

Phone (800) 477-8288 Fax (800) 677-3272 P.O. Box 8488, Trenton, NJ 08650-0488
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

FLOYD HALL ENTERPRISES, L.L.C.
0600035668

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on February 21, 1997.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

LARRY HALL
ONE HALL DRIVE
LITTLE FALLS, NJ 07424

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my Official Seal at Trenton, this 11th day of January, 2017.

[Signature]
Ford M. Scudder
Acting State Treasurer
Schedule 14(m)

Tenants

1. Friends of Yogi, Inc.
2. LTD Enterprises
Schedule 14(q)

Contracts

1. Sub-Sublease Agreement for the Yogi Berra Museum between FHE and Friends of Yogi, Inc. dated May 1, 1997;

2. Operating Agreement for the Yogi Berra Museum between FHE and Friends of Yogi, Inc. dated May 1, 1997;

3. License Agreement between FHE and LTD Enterprises dated May 1, 1997.

Exhibit 14(v)

Property Insurance and Liability Insurance
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMON POLICY DECLARATIONS
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

IL0017 (11-98) IL0208 (09-07) IL0260 (02-10) IL0985-D015 ALL00140211 ALL00150211

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: ______________________________ DATE: _______________ BY: ____________________________

AUTHORIZED REPRESENTATIVE

IL DS 00 09 08 05-16-16 Page 2 of 17
### Named Insured and Mailing Address

**Hall Sports, LLC**  
**One Hall Dr**  
**Little Falls NJ 07424**

### Agency and Mailing Address

**Safehold Special Risk, Inc.**  
**230 Commerce Way**  
**Ste 230**  
**Portsmouth NH 03801**

### Policy Period

From 04/30/2016 to 04/30/2017 at 12:01 A.M. Standard time at your mailing address shown above.

---

### Coverages Provided

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Cause of Loss</th>
<th>Ded</th>
<th>Coinsurance</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Building</strong></td>
<td>Special-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>See Blanket Summary</td>
</tr>
<tr>
<td><strong>Business Personal Property</strong></td>
<td>Special-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>See Blanket Summary</td>
</tr>
<tr>
<td><strong>Business Income - Including Rental Value</strong></td>
<td>Special-Incl theft</td>
<td>50%</td>
<td></td>
<td>1,290,000</td>
</tr>
<tr>
<td><strong>Business Income with Extra Expense</strong></td>
<td>Special-Incl theft</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Optional Coverages

- **Building:** Replacement Cost  
- **Personal Property:** Replacement Cost  
- **Prot. Safeguards:** P-1 Automatic Sprinkler System
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-653-6945
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS 10123
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 a.m. standard time at your mailing address shown above.

PREM. NO. 2 BLDG. NO. 1
ONE HALL DR LITTLE FALLS NJ 07424 MILB

COVERAGES PROVIDED
INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CAUSE OF LOSS</th>
<th>DED $</th>
<th>COINSURANCE</th>
<th>LIMIT OF INSURANCE $</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING</td>
<td>SPECIAL-Incl theft EXP DATE: 04-30-17</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>AGREED VALUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUSINESS PERSONAL PROPERTY</td>
<td>SPECIAL-Incl theft EXP DATE: 04-30-17</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>AGREED VALUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUSINESS INCOME - INCLUDING RENTAL VALUE</td>
<td>SPECIAL-Incl theft</td>
<td></td>
<td></td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>BUSINESS INCOME WITH EXTRA EXPENSE</td>
<td></td>
<td></td>
<td></td>
<td>SEE BLANKET SUMMARY</td>
</tr>
</tbody>
</table>

OPTIONAL COVERAGES

BUILDING: REPLACEMENT COST
PERSONAL PROPERTY: REPLACEMENT COST
PROT. SAFEGUARDS: P-1 Automatic Sprinkler System

Page 4 of 17
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

PRIORITY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREM. NO. 3 BLDG. NO. 1
ONE INDEPENDENCE WAY
DANBURY CT 06810
ICE SKATING FACILITY

COVERAGES PROVIDED

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CAUSE OF LOSS</th>
<th>DED $</th>
<th>COINSURANCE</th>
<th>LIMIT OF INSURANCE $</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>AGREED VALUE</td>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>BUSINESS PERSONAL PROPERTY</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>AGREED VALUE</td>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>BUSINESS INCOME - INCLUDING RENTAL VALUE</td>
<td>SPECIAL-Incl theft</td>
<td>50%</td>
<td></td>
<td>613,000</td>
</tr>
<tr>
<td>BUSINESS INCOME WITH EXTRA EXPENSE</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>EXTENDED PERIOD OF INDEMNITY 90 DAYS</td>
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<td></td>
</tr>
</tbody>
</table>

OPTIONAL COVERAGES

BUILDING: REPLACEMENT COST
PERSONAL PROPERTY: REPLACEMENT COST
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL PROPERTY
RENEWAL DECLARATION

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREM. NO. 4 BLDG. NO. 1
101 MADISON AVE
CLIFTON NJ 07013

COVERAGES PROVIDED
INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CAUSE OF LOSS</th>
<th>DED $</th>
<th>COINSURANCE</th>
<th>LIMIT OF INSURANCE $</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING AGREED VALUE</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUSINESS PERSONAL PROPERTY</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OPTIONAL COVERAGES
BUILDING: REPLACEMENT COST
PERSONAL PROPERTY: REPLACEMENT COST

BLANKET SUMMARY - BUILDING AND PERSONAL PROPERTY

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CAUSE OF LOSS</th>
<th>DED $</th>
<th>COINSURANCE</th>
<th>LIMIT OF INSURANCE $</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING AND PERSONAL PROPERTY</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>23,567,000</td>
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<tr>
<td>AGREED VALUE: $ 23,567,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-635-6945

COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

MANUSCRIPT FORMS:

CP1310 (10-12) - ORDINARY PATROLL LIMITATION OR EXCLUSION
PREM. NO./BLDG NO. PER SCHEDULE ON FILE
ADDITIONAL EXEMPTIONS: JOB CLASSIFICATIONS EMPLOYEES

CP1410 (06-95) - ADDITIONAL COVERAGE PROPERTY
PREM. NO. 1 BLDG. NO. 1 TYPE OF PROPERTY: BUILDING
DESCRIPTION OF PROPERTY: UNDERGROUND PIPES, FLUES AND DRAINS

PARAGRAPH REFERENCE:
2.M.

PREM. NO. 3 BLDG. NO. 1 TYPE OF PROPERTY: BUILDING
DESCRIPTION OF PROPERTY: UNDERGROUND PIPES, FLUES AND DRAINS

PARAGRAPH REFERENCE:
2.M.

ACPO1030512 - ICE RINK PIPING AND EXCAVATION COSTS, LIMIT $ 250,000 PREMIUM INCLUDED

ACPO1060512 - EQUIPMENT BREAKDOWN CHANGES - COMPUTER EQUIPMENT

ACPO1001113 - ENHANCED PROPERTY INSURANCE COVERAGE ENDORSEMENT, LIMIT $ 25,567,000 PREMIUM INCLUDED

TOTAL PROPERTY PREMIUM $36,059

CP 05 00 10 00 05-16-16 SR Page 7 of 17
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LOSS PAYEES:

CP1218 (10-12) - C. LOSS PAYABLE
MONTCRAIL STATE UNIVERSITY
COLLEGE HALL RM 231 NORMAL AVE
UPPER MONTCRAIL NJ 07043

CP1218 (10-12) - C. LOSS PAYABLE
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
101 COLLEGE RD
PRINCETON NJ 08540

CP1218 (10-12) - C. LOSS PAYABLE
PITNEY BOWES GLOBAL FINANCIAL SERVICES
PO BOX 856460
LOUISVILLE KY 40285-6460

CP1218 (10-12) - C. LOSS PAYABLE
MOBILE MINI INC
ATTN: BILLING
7420 S KYPENE RD, STE 101 TEMPE AZ 85283

CP1218 (10-12) - C. LOSS PAYABLE
MONTCRAIL STATE UNIVERSITY
COLLEGE HALL RM 231 NORMAL AVE
UPPER MONTCRAIL NJ 07043

CP1218 (10-12) - C. LOSS PAYABLE
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
101 COLLEGE RD
E PRINCETON NJ 08540

CP1218 (10-12) - C. LOSS PAYABLE
PITNEY BOWES GLOBAL FINANCIAL SERVICES
PO BOX 856460
LOUISVILLE KY 40285-6460

DESCRIPTION OF PROPERTY:

AS RESPECTS BUILDING & PERSONAL PROP
AT LOCATION 1

BUILDING & PERSONAL PROPERTY
AT LOCATION 1

MAIL MACHINE VALUED AT $8,389
AT LOCATION 1

TRAILER VALUED AT $12,000
AT LOCATION 2

BUILDING AND PERSONAL PROPERTY
AT LOCATION 2

BUILDING AND PERSONAL PROPERTY
AT LOCATION 2

MAIL MACHINE VALUED AT $3,328
AT LOCATION 3
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. Standard Time at your mailing address shown above.

LOSS PAYEES:
CP1219 (06-07) - ADD'TL INSURED-BUILDING OWNER
CITY OF DANBURY
155 DEER HILL AVE
DANBURY, CT 06810

CP1219 (06-07) - ADD'TL INSURED-BUILDING OWNER
REDEVELOPMENT AGENCY OF THE CITY OF DANBURY
155 DEER HILL AVE
DANBURY, CT 06810

CP1218 (10-12) - C. LOSS PAYABLE
LCA BANK AND/OR ITS ASSIGN
PO BOX 1650
TROY NY 48099

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS $357

DESCRIPTION OF PROPERTY:
LOCATION 3

BUSINESS PERSONAL PROPERTY

FORMS AND ENDORSEMENTS
APPLYING TO COMMERCIAL PROPERTY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
CP0000 (07-88) IL0111 (11-03) IL0935 (07-02) CP0160 (07-06) CP0411 (10-12) CP0010 (10-12)
CP1030 (10-12) CP0030 (10-12) CP0180 (05-12) CP1510 (10-12) CP1410 (06-95) ACP00770610
ACP07030512 ACP01660592 ACP00660610 ACP01001113 CP1218 (10-12) CP1219 (06-07)
IL0952 (01-15)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: ____________________________ DATE: ____________ BY: ____________________________

AUTHORIZED REPRESENTATIVE
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS.

LIMITS OF INSURANCE

<table>
<thead>
<tr>
<th>LIMIT</th>
<th>INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL AGGREGATE</td>
<td>N/A</td>
</tr>
<tr>
<td>PRODUCTS-COMPLETED OPERATIONS AGGREGATE</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>PERSONAL INJURY &amp; ADVERTISING INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>DAMAGE TO PREMISES RENTED TO YOU</td>
<td>$300,000 ANY ONE PREMISES</td>
</tr>
<tr>
<td>MEDICAL EXPENSE</td>
<td>$Excluded ANY ONE PERSON</td>
</tr>
</tbody>
</table>

LIQUOR LIABILITY COVERAGE

<table>
<thead>
<tr>
<th>LIMIT</th>
<th>INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGGREGATE</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC # 1: ONE HALL DR BLDG 1
ICE SKATING FACILITY
LITTLE FALLS, NJ

LOC # 2: ONE HALL DR BLDG 2
BALL PARK
LITTLE FALLS, NJ 07424

LOC # 4: 101 MADISON AVE
DWELLING
CLIFTON, NJ 07013
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

<table>
<thead>
<tr>
<th>LOC CLASSIFICATION</th>
<th>CODE</th>
<th>PREMIUM BASIS</th>
<th>PMS RATE</th>
<th>PDTS RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ICE SKATING FACILITY-PUBLIC SKATING</td>
<td>48177</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 ICE SKATING FACILITY-ROK SPONSORED</td>
<td>48177</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 ICE SKATING FACILITY GROUP W/ INS</td>
<td>48177</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 RETAIL SHOP-CONCESSION STAND</td>
<td>18435</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 RETAIL SHOP-ALL OTHER</td>
<td>18435</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 ARCADES</td>
<td>10015</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>2 RETAIL SHOP-CONCESSION STAND</td>
<td>18435</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>2 MINOR LEAGUE BASEBALL</td>
<td>40069</td>
<td>SPECTATORS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>4 OFFICE PREMISES LIABILITY</td>
<td>61224</td>
<td>AREA</td>
<td>INCL</td>
<td>INCL</td>
</tr>
</tbody>
</table>

LIQUOR LIABILITY
PACKAGE STORES & OTHER
59211 GROSS SALES

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
LOC # 3: ONE INDEPENDENCE WAY
DANBURY, CT 06810
ICE SKATING FACILITY

<table>
<thead>
<tr>
<th>LOC CLASSIFICATION</th>
<th>CODE</th>
<th>PREMIUM BASIS</th>
<th>PMS RATE</th>
<th>PDTS RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 ICE SKATING FACILITY-PUBLIC SKATING</td>
<td>48177</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>3 ICE SKATING FACILITY-ROK SPONSORED</td>
<td>48177</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>3 ICE SKATING FACILITY GROUP W/ INS</td>
<td>48177</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>3 RETAIL SHOP-CONCESSION STAND</td>
<td>18435</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>3 RETAIL SHOP-ALL OTHER</td>
<td>18435</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>3 ARCADES</td>
<td>10015</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
</tbody>
</table>

LIQUOR LIABILITY
RESTAURANTS, TAVERNS, HOTEL
58161 GROSS SALES
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ADDITIONAL INSURED(S)

LARRY HALL
ONE HALL DR
LITTLE FALLS NJ 07424
LIQUOR LICENSE IS IN LARRY HALL'S NAME

PER FORM: CG2026 (04-13)

MANUSCRIPT FORMS:

CG2407 (01-96) : PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED
Description of Premises and Operations:
FOOD, BEVERAGE AND/OR OTHER NON PERISHABLE ITEMS DISTRIBUTION

CG0435 (12-07) : EMPLOYEE BENEFITS LIABILITY COVERAGE

<table>
<thead>
<tr>
<th>Limit of Insurance</th>
<th>Deductible</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 Each Employee</td>
<td>$1,000</td>
<td>$279</td>
</tr>
<tr>
<td>$2,000,000 Aggregate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Retroactive Date: 04/30/2013

AGL05350612 : Legal Liability to Participants
Limit $1,000,000

AGL05240812 : LIMITATION OF COV TO DESIGNATED PREM,ACTIV, OPS
ONLY LOCATIONS SPECIFICALLY SCHEDULED IN THE DECLARATIONS

CG DS 01 10 01 05-16-16 Page 12 of 17
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945

COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGLO5400612 : LIMITED FIREWORKS COVERAGE

AGLO5840812 : SEXUAL MISCONDUCT/MOLESTATION LIABILITY COVERAGE

Limit $1,000,000 Aggregate $2,000,000 Deductible N/A

AGENCY AND MAILING ADDRESS 10123

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

MANUSCRIPT FORMS:

CG2135 (10-01) : EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

DESCRIPTION AND LOCATION OF PREMISES:
ALL OPERATIONS AND LOCATIONS OF THE NAMED INSURED

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS

$585

TOTAL PREMIUM $59,104
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

CG2135 (10-01) IL0021 (09-08) CG0001 (04-13) AGLD0570907 CG2166 (05-14) AGLD5260612
AGL05270612 AGL05306612 CG2147 (12-07) CG2169 (09-99) CG2408 (10-93) CG0033 (04-13)
CG2985 (03-91) CG2620 (10-93) IL0144 (09-08) AIL00341011 AIL00351011 IL0140 (09-08)
AIL00331011 CG2407 (01-96) CG0435 (12-07) CG2166 (03-05) CG2167 (12-04) AGL01350116
AGL05356612 AGL05240812 AGL05406612 AGL05460812 AGL05806612 CG2170 (01-15)
CG2026 (04-13) CG2190 (06-15) CG2721 (04-13) CG2857 (09-01)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: ___________________________ DATE: ___________________________ BY: ___________________________

AUTHORIZED REPRESENTATIVE

CG 05 01 10 01 05-16-16 Page 14 of 17

Insured
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL AUTOMOBILE POLICY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: FROM 04/30/2016 TO 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.
THE NAMED INSURED IS: LIMITED LIABILITY COMPANY BUSINESS DESCRIPTION: ICE RINK / MILB

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO-SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those “autos” shown as covered “autos”. “Autos” are shown as covered “autos” for a particular coverage by the entry of one or more symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

<table>
<thead>
<tr>
<th>COVERED AUTOS SYMBOLS</th>
<th>COVERAGES</th>
<th>LIMITS THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LIABILITY</td>
<td>$ 1,000,000 EACH ACCIDENT MINUS $ DED</td>
<td>$ 2,812</td>
</tr>
<tr>
<td>5</td>
<td>PERSONAL INJURY PROTECTION - PIP</td>
<td>Total Aggregate medical expense Benefits $ 1,000 Medical Expense Benefits Deductible $</td>
<td>$ 325</td>
</tr>
<tr>
<td>2</td>
<td>AUTO MEDICAL PAYMENTS</td>
<td>$ 5,000 EACH PERSON</td>
<td>$ 117</td>
</tr>
<tr>
<td>6</td>
<td>UNINSURED MOTORISTS - UM</td>
<td>$ 1,000,000 EACH ACCIDENT</td>
<td>$ 109</td>
</tr>
<tr>
<td>6</td>
<td>UNDERINSURED MOTORISTS - UIM</td>
<td>Included in UNINSURED MOTORIST coverage</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>PHYSICAL DAMAGE: COMPREHENSIVE COVERAGE</td>
<td>Actual Cash Value or Cost of Repairs, whichever is less, minus Deductible for each covered auto (see item three) - no Ded. applies to loss caused by fire/lightning.</td>
<td>$ 166</td>
</tr>
<tr>
<td></td>
<td>PHYSICAL DAMAGE: SPECIFIED CAUSES OF LOSS COVERAGE</td>
<td>Actual Cash Value or Cost of Repairs, whichever is less, minus Deductible (see Item Three) for each covered auto for loss caused by mischief or vandalism.</td>
<td>$</td>
</tr>
</tbody>
</table>
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFALLO, NY 14210
1-866-633-6945
COMMERCIAL AUTOMOBILE POLICY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

<table>
<thead>
<tr>
<th>COVERED AUTOS SYMBOLS</th>
<th>COVERAGES</th>
<th>LIMITS THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>PHYSICAL DAMAGE: COLLISION COVERAGE</td>
<td>Actual Cash Value or Cost of Repairs, whichever is less, minus Deductible for each covered auto (see item three).</td>
<td>$ 503</td>
</tr>
<tr>
<td></td>
<td>PHYSICAL DAMAGE: TOWING AND LABOR</td>
<td>See Item Three Schedule of Autos</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>ACTS, ERRORS OR OMISSIONS LIABILITY</td>
<td>$ Aggregate</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ Per Claim</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ Deductible</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FORMS AND ENDORSEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:</td>
</tr>
<tr>
<td>CAGO001 (10-13)</td>
</tr>
<tr>
<td>CA2230 (03-16)</td>
</tr>
<tr>
<td>AILCO0331011</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PREMIUM FOR ENDORSEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW JERSEY PLGA SURCHARGE</td>
</tr>
<tr>
<td>ESTIMATED POLICY PREMIUM</td>
</tr>
</tbody>
</table>

SEE ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

CA DS 03 10 13 05-16-16
Page 16 of 17
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL AUTOMOBILE POLICY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: FROM 04/30/2016 TO 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY INSURANCE-RATING BASIS, COST OF HIRE

<table>
<thead>
<tr>
<th>STATE</th>
<th>ESTIMATED COST OF HIRE</th>
<th>RATE PER EACH $100 COST</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>NJ</td>
<td>IF ANY</td>
<td>1.690</td>
<td>MIN $ 22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE</th>
<th>ESTIMATED COST OF HIRE</th>
<th>RATE PER EACH $100 COST</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>CT</td>
<td>IF ANY</td>
<td>.982</td>
<td>MIN $ 20</td>
</tr>
</tbody>
</table>

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

<table>
<thead>
<tr>
<th>NAMED INSURED'S BUSINESS</th>
<th>RATING BASIS</th>
<th>NUMBER</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other than a Social Service Agency - NJ</td>
<td>Number of employees</td>
<td>26</td>
<td>$ 184</td>
</tr>
</tbody>
</table>

TOTAL PREMIUM $ 184

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: CA 05 03 10 13
DATE: 05-16-16
PAGE 17 OF 17
AUTHORIZED REPRESENTATIVE
<table>
<thead>
<tr>
<th>UNIT # 1</th>
<th>'06 COMMERCIAL AUTO</th>
<th>FORD</th>
<th>BRW SUPER DU VIN: 1FDF37526EA41977</th>
<th>COST: $32,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE: NJ</td>
<td>TERR: 103</td>
<td>ZONE: ORIGIN DEST</td>
<td>STATED AMOUNT: $</td>
<td>RADIUS: LOCAL</td>
</tr>
<tr>
<td>INDUSTRY: NOT OTHERWISE</td>
<td>AGE GRP: 6</td>
<td>LIAB FTR: 1.05</td>
<td>PHY DAM FTR: .75</td>
<td>USE: SERVICE</td>
</tr>
<tr>
<td>CLASS: 21199</td>
<td>OTC: COMPREHENSIVE</td>
<td>SIZE: MEDIUM TRUCK-GVW: 10,001-20,000 lbs.</td>
<td>DED: OTC $1000 COLL $1000</td>
<td></td>
</tr>
<tr>
<td>LIMITS: NJ</td>
<td>LIABILITY $1,000,000</td>
<td>UM $1,000,000</td>
<td>UIM $</td>
<td>MED PAY $5,000</td>
</tr>
<tr>
<td>LIABILITY PIP</td>
<td>ADDED PIP</td>
<td>UM</td>
<td>UIM</td>
<td>MED PAY</td>
</tr>
<tr>
<td>$1,554</td>
<td>$27</td>
<td>$47</td>
<td>$117</td>
<td>$64</td>
</tr>
</tbody>
</table>

| UNIT # 2 | '10 PRIVATE PASSENGER | MERCEDES-BENZ E350 | VIN: WDDF88HB1AA127668 | COST: $1,100 |
| STATE: NJ | TERR: 103 | STATED AMOUNT: $ | AGE GRP: 6 | DED: OTC $1,000 COLL $1,000 |
| CLASS: 7391 | COMBINED FACTOR: 1.00 | OTC: COMPREHENSIVE | |
| LIMITS: NJ | LIABILITY $1,000,000 | UM $1,000,000 | UIM $ | MED PAY $ | TOWING $ |
| LIABILITY PIP | ADDED PIP | UM | UIM | MED PAY | OTC | COLLISION | TOWING | SND RECV | TAPES | TOTAL |
| $1,032 | $298 | $62 | $102 | $366 | $1,860.00 |
Exhibit 24(a)

Acknowledgement of Termination and Amendment of Operating and Three-Party Agreement

SUBLEASE TERMINATION AND AMENDMENT OF OPERATING AGREEMENT AND THREE-PARTY AGREEMENT

THIS TERMINATION AGREEMENT is made this ____ day of ____________, 201__, by and among:

Montclair State University ("Landlord");

Floyd Hall Enterprises, L.L.C. ("Tenant" and "FHE"), and

New Jersey Educational Facilities Authority ("NJEDA")

BACKGROUND:

A. Landlord and Tenant are parties to a certain Amended and Restated Sublease Agreement – Yogi Berra Stadium dated May 1, 1997 (the "Sublease"), pursuant to which Tenant leased from Landlord certain property and facilities, as more particularly described in the Sublease (the "Leased Premises"), and undertook to build a baseball stadium facility (the "Stadium") on the Leased Premises, which was amended by First Amendment signed by MSU and FHE on October 12, 2013 and August 22, 2013, respectively.

B. Landlord and Tenant are parties to the Floyd Hall Arena and Yogi Berra Stadium Operating Agreement dated May 1, 1997 (the "Operating Agreement").

C. Landlord, Tenant and NJEDA are parties to the Agreement between the NJEDA, MSU and FHE for the Development, Acquisition, and Use of a Baseball Stadium and an Ice Hockey Arena at MSU dated May 1, 1997 (the "Three-Party Agreement").

D. Landlord and Tenant have agreed to an early termination of the Sublease and release of the Tenant from certain responsibilities under the Operating Agreement and the Three-Party Agreement on the terms and conditions set forth in that certain Agreement for Sublease Termination, Yogi Berra Stadium dated May 18, 2017 (the "Agreement for Termination").

E. This Termination Agreement is intended to terminate the Sublease, terminate the provisions of the Operating Agreement relating to the Stadium and amend the Three-Party Agreement in accordance with the terms set forth in the Agreement for Termination.

26
AGREEMENT:

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Agreement for Termination, and intending to be legally bound hereby, agree as follows:

1. The Sublease is and shall be terminated effective as of 12:01 a.m. on [INSERT DATE] (the "Termination Date"). FHE’s obligations under the Operating Agreement and Three-Party Agreement as they relate to Yogi Berra Stadium shall be and hereby are terminated as of the Termination Date.

2. (a) From and after the Termination Date, neither party shall have any further rights or obligations to the other under the Sublease and Operating Agreement as it relates to Yogi Berra Stadium other than: (a) any obligations of Subtenant which accrued prior to the termination of the Sublease but which are to be performed after the Termination Date; (b) obligations of Subtenant which by their terms survive the expiration or early termination of the Sublease; and (c) obligations under the Sublease specified in the Agreement for Termination to survive termination of the Sublease. For avoidance of doubt, Section 9.8 of the Sublease ("Indemnification") is agreed to survive termination of the Sublease.

(b) From and after the Termination Date, Subtenant shall have no further rights or obligations to Sublandlord and NJEFA under the Three Party Agreement as it relates to Yogi Berra Stadium other than: (a) any obligations of Subtenant which accrued prior to the termination of the Sublease but which are to be performed after the Termination Date; (b) obligations of Subtenant which by their terms survive the expiration or earlier termination of the Sublease; and (c) obligations under the Sublease specified in the Agreement for Termination to survive termination of the Sublease. For avoidance of doubt, Section 9.8 of the Sublease ("Indemnification") is agreed to survive termination of the Sublease until expiration of the applicable statute of limitations period.

3. This Termination Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.

4. This Termination Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement, binding on the parties as if all parties had signed one document on the same signature page, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended or attached to, any other counterpart.
In witness whereof, the parties have executed this Termination Agreement as of the date first set forth above.

Montclair State University

Name: Jon Rosenhein

By: ____________________________
   Name: Jon Rosenhein
   Title: Vice President for Finance
   And Treasurer
   And Treasurer
   Floyd Hall Enterprises, L.L.C.

By: ____________________________
   Name: Larry F. Hall
   Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Termination Agreement.

New Jersey Educational Facilities Authority

By: ____________________________
   Name: Jeremy A. Spector
   Title: Executive Director

Dated:
In witness whereof, the parties have executed this Agreement for Sublease Termination as of the date first set forth above.

Montclair State University

By: ____________________________
    Name: Jon Rosenhein
    Title: Vice President for Finance
           And Treasurer

Floyd Hall Enterprises, L.L.C.

By: ____________________________
    Name: Larry F. Hall
    Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Sublease Termination.

New Jersey Educational Facilities Authority

By: ____________________________
    Name: Jeremy A. Spector
    Title: Executive Director
Exhibit 24 (c)

List of Equipment and Materials that may be removed by FHE

1. Team Equipment

Maintenance Equipment

All equipment and vehicles, including:
Reel Mower
Quad
Tri-vehicle
Hand mower
Leaf blower
Power washer
Hoses
Rakes
Step ladders

PRESS BOX

Two CPUs, keyboard and monitors
Phones
Folding tables
Fans

CRAFT BEER ROOM

Tables with booth seating
Wall menu and signage
Stainless counter top
Bar enclosure
Portable hand sink

LOCKER ROOMS

Leisure furniture
Jackals logo chairs
Tables
Folding tables
Fans
Coolers/buckets
Tubs
Hoses
Water coolers
Coaches room furniture

RETAIL STORE

Display racks
Display cabinets
Display tables/cabinets/racks
Two POS computers
Retail Inventory (List attached)

CONCESSIONS ONE - 1st base

Grills
Fryers
Popcorn makers
Pretzel warmers
Hot plates
Hot dog rollers
Warming rack
Smoothie machine
Portable refrigerators
Carts
Coolers
Buckets
Safe

CONCESSIONS TWO - 3rd base

Grills
Fryers
Popcorn makers
Pretzel warmers
Hot plates
Hot dog rollers
Warming rack
Refrigerators - several sizes
Service carts
Ice Coolers
Buckets
Draft beer system
Cooking utensils
Storage racks
Mops/buckets
Hoses
Brooms
Portable Freezers
Napkin dispensers
Safe

OUTDOOR PICNIC AREAS

Tents
Beer/drink concession tubs/coolers
Plastic bins/coolers
Folding tables
Umbrellas
Grills
Tiki hut

OFFICES

Built in desks and dividers
Computers
Phones
Copiers, printers
Desks, chairs
Storage cabinets
Safe

TICKET BOOTH

Ticket System and printer
Three CPUs, keyboards, monitors

2. Vendor Equipment
CRAFT BEER ROOM

Portable beer dispenser
Bar enclosure
Wall menu
Wall decorative features
Games

LOCKER ROOMS

Portable Pepsi refrigerators

CONCESSIONS ONE - 1st base

Pretzel oven
Beer taps and lines
Soda fountain system
Cheese dispensers
Smoothie machine
Coffee makers
Snack displays
Pepsi refrigerators
Beer carts

CONCESSIONS TWO - 3rd base

Pretzel oven
Beer taps and lines
Soda fountain system
Cheese dispensers
Smoothie machine
Coffee makers
Snack displays
Pepsi refrigerators
Beer carts

OUTDOOR PICNIC AREAS

Portable beer taps

3. Stadium Equipment
PRESS BOX

Sound system
Microphones
Chairs

FIELD EQUIPMENT

All field equipment, including:
BP Backstop
BP Screens
Tarp
Bases
Winter Field Blanket

LOCKER ROOMS

Lockers
Massage tables
Storage closets
Ice machine
Stainless Steel Refrigerator
Coaches Desk
Garbage cans

CONCESSIONS ONE - 1st base

Walk-in freezer
Walk-in refrigerator
Overhead ventilation system
Cabinets and counters
Sinks and drying racks

CONCESSIONS TWO - 3rd base

Walk-in freezer
Walk-in refrigerator
Overhead ventilation system
Cabinets and counters
Sinks and drying racks
Convection Ovens
OUTDOOR PICNIC AREAS

Picnic tables
Plastic garbage cans

FIRST AID STATION

Lockers
Folding chairs
Bed
Desk
NOTICE OF AGREEMENT FOR SUBLEASE TERMINATION

This Notice of Agreement for Sublease Termination made as of the 2nd day of June, 2017, by and between:

Montclair State University ("MSU"), with an address of 1 Normal Avenue, Montclair, New Jersey 07043; and

Floyd Hall Enterprises, L.L.C. ("FHE"), a New Jersey limited liability company, with an address of One Hall Drive, Little Falls, New Jersey 07424.

New Jersey Educational Facilities Authority ("NJ EFA"), with an address at 103 College Road East, Princeton, NJ 08540.

This Notice of Agreement for Sublease Termination is executed to provide notice of the following:

1. The execution and delivery of an Agreement for Sublease Termination between MSU as sublandlord and FHE as subtenant (the "Agreement"), for the termination of the Amended and Restated Sublease Agreement – Yogi Berra Stadium dated May 1, 1997 (the "Sublease") pursuant to which FHE subleases and operates baseball stadium (the "Stadium") on a portion of the real property known as part of Lot 1 in Block 250, as shown on the tax map of the City of Little Falls, County of Passaic and State of New Jersey (the "Real Property").

2. The termination of the Sublease will occur pursuant to the terms of the Agreement.

3. FHE's covenant not sell, assign, transfer, encumber or otherwise convey title or any lesser interest in the Real Property or in the Arena, without the express written consent of MSU, which may be granted or withheld in MSU's sole discretion.

4. This Notice may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[signatures appear on next page]
[signatures to Notice of Agreement for Sublease Termination]

IN WITNESS WHEREOF, the parties have executed this Notice for Sublease Termination on the day and year first above written.

Montclair State University

By: [Signature]
Name: Jon Rosenheim
Title: Vice President for Finance
And Treasurer

Floyd Hall Enterprises, L.L.C.

By: [Signature]
Name: Larry F. Hall
Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Notice of Agreement for Sublease Termination.

New Jersey Educational Facilities Authority

By: [Signature]
Name: Jeremy A. Spector
Title: Executive Director

Dated:
[signatures to Notice of Agreement for Sublease Termination]

IN WITNESS WHEREOF, the parties have executed this Notice for Sublease Termination on the day and year first above written.

Montclair State University

By: ___________________________________________________________________
    Name: Jon Rosenhein
    Title: Vice President for Finance
           And Treasurer

Floyd Hall Enterprises, L.L.C.

By: ___________________________________________________________________
    Name: Larry F. Hall
    Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Notice of Agreement for Sublease Termination.

New Jersey Educational Facilities Authority

By: ___________________________________________________________________
    Name: Jeremy A. Spector
    Title: Executive Director

Dated:
IN WITNESS WHEREOF, the parties have executed this Notice for Sublease Termination on the day and year first above written.

Montclair State University

By: [Signature]
Name: Jon Rosenhein
Title: Vice President for Finance
And Treasurer

Floyd Hall Enterprises, L.L.C.

By: [Signature]
Name: Larry F. Hall
Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Notice of Agreement for Sublease Termination.

New Jersey Educational Facilities Authority

By: [Signature]
Name: Jeremy A. Spedtor
Title: Executive Director

Dated:
STATE OF __________ )
       )     SS:
COUNTY OF __________ )

       Before me, the undersigned, this ___ day of ______, 2017 personally appeared
Larry F. Hall, known to me to be Executive Vice President of Floyd Hall Enterprises,
L.L.C. and that he/she, as such officer, executed the foregoing Notice of Agreement for
Sublease Termination, and acknowledged the execution of the same to be the free act and
deed of said company by virtue of the authority of its members.

____________________
Notary Public of New Jersey

STATE OF NEW JERSEY )
       )     SS:
COUNTY OF Essex )

       Before me, the undersigned, this 5th day of June, 2017 personally
appeared Jon Rosenheim, known to me to be Vice President for Finance and Treasurer of
Montclair State University and that he, as such officer, executed the foregoing Notice of
Agreement for Sublease Termination, and acknowledged the execution of the same to be
the free act and deed of said company by virtue of the authority of its Trustees.

____________________
Notary Public of New Jersey

JENNIFER H STEUBER
ID # 2318718
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 25, 2019
STATE OF NEW JERSEY )
) SS:
COUNTY OF MIDDLESEX )

Before me, the undersigned, this 30th day of MAY, 2017 personally appeared Jeremy A. Spector, known to me to be Executive Director of New Jersey Educational Facilities Authority and that he, as such officer, executed the foregoing Notice of Agreement for Sublease Termination, and acknowledged the execution of the same to be the free act and deed of said company by virtue of the authority of its Trustees.

[Signature]
Notary Public of New Jersey

REBECCA CLARK
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50039136
My Commission Expires 5/25/2021
Exhibit A

Description of Real Property

Beginning at a point in the fifth course of Tract Two Parcel One, in deed book G105 page 287 being distant South 19° 56' 38" East 396.99 feet from the fifth corner, and from said beginning point running thence:

1. South 19° 56' 38" East 271.53 feet to a point;
2. South 35° 10' 03" West 470.49 feet to a point;
3. North 59° 45' 01" West 446.09 feet to a point;
4. North 09° 47' 29" East 324.21 feet to a point;
5. North 47° 47' 06" East, 229.33 feet to a point;
6. South 80° 12' 31" East 343.74 feet to the point and place of beginning.

Containing 305.38744 SF and/or 7.011 acres.

This description is in accordance with a map entitled "Proposed Lease Area Plan" for the subject parcel. Prepared by Professional Planning & Engineering Corporation, 240 Cedar Knolls Road, Cedar Knolls, New Jersey, dated October 25, 1996. Revised to August 15, 1997.

DAVID H. SMITH, P.L.S.
NJ LIC. NO. 22718

August 15, 1997
DATE

240 Cedar Knolls Road
Suite 109
Cedar Knolls, NJ
(973) 267-3244
Fax: (973) 267-9816
AGREEMENT FOR SUBLEASE TERMINATION

Floyd Hall Arena

THIS AGREEMENT FOR SUBLEASE TERMINATION (this "Agreement") made as of June 2, 2017, by and between:

Montclair State University ("MSU"), with an address of 1 Normal Avenue, Montclair, New Jersey 07043; and

Floyd Hall Enterprises, L.L.C. ("FHE"), a New Jersey limited liability company, with an address of One Hall Drive, Little Falls, New Jersey 07424.

WHEREAS, the New Jersey Educational Facilities Authority ("NJEFA"), FHE and MSU entered into the Three Party Agreement dated May 1, 1997 (the "Three Party Agreement") in order to develop certain property on MSU’s campus (the "Overleased Property"); and

WHEREAS, FHE, as subtenant, and MSU, as landlord, entered into a certain Amended and Restated Sublease Agreement - Floyd Hall Arena dated May 1, 1997 (as amended, the "Sublease"), pursuant to which FHE leased from MSU a portion of the Overleased Property, as more particularly described in the Sublease (the "Leased Premises"), and undertook to build an ice rink arena facility (the "Arena") on the Leased Premises; and

WHEREAS, FHE and MSU, subject to the consent of NJEFA, wish to amend the Sublease, with the effect that the interests of FHE in the Leased Premises and the Arena shall end on March 31, 2020, and on and after such date MSU shall hold the entire ownership and possessory interest in the Leased Premises and the Arena, subject only to certain rights arising under sub-subleases/licenses which MSU may elect to allow to continue.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties confirm that the foregoing recitals are full, true and accurate, and are incorporated in this Agreement as if fully set forth herein.

2. Definitions. As used in this Agreement, the following terms have the following respective meanings:

   (a) "Business Day" means any day other than a Saturday, Sunday or any day on which banks in the State of New Jersey are required or are authorized by law to be closed. If the end of any period falls on a day which is not a Business Day, the period shall be extended through the end of the next following Business Day.

   (b) "Closing Date" has the meaning specified in Section 23.
(c) "Due Diligence Period" means a period of ninety (90) calendar days (ending on the 90th calendar day or the next succeeding Business Day if such calendar day is not a Business Day) from the date of the delivery of this Agreement, fully executed.

(d) "Environmental Law" means any federal, state or local laws, statutes, ordinances, rules, regulations and the like, existing at the applicable time, relating to Hazardous Substances.

(e) "Hazardous Substance" means any substance, chemical or waste that is regulated as hazardous, toxic or dangerous under any applicable federal, state, county or local statute, rule, regulation, ordinance or order.

(f) "Knowledge of FHE" or "Best of Knowledge of FHE" or similar phrase means to the best knowledge of Larry Hall, the President of FHE.

(g) "Legal Requirements" means all laws, statutes, codes, ordinances, orders, regulations and requirements of all federal, state, county and municipal governments, departments, boards, authorities, agencies, officials and officers, including but not limited to the Americans With Disabilities Act.

(h) "Municipality" means the Township of Little Falls.

(i) "Operating Agreement" means the Floyd Hall Arena and Yogi Berra Stadium Operating Agreement by and between MSU and FHE dated as of May 1, 1997, as the same may have been amended.

(j) "Property, Rights and Interests" has the meaning specified in Section 4.

(k) "Purchaser's Statement" has the meaning specified in Section 8.

(l) "Three Party Agreement" has the meaning specified in the first WHEREAS clause.

(m) "Trigger Date" means, subject, however, to the satisfaction of the conditions of the Initial Payment set forth in this Agreement, twenty (20) days after the last to occur of: (a) the end of the Due Diligence Period without this Agreement having been timely terminated by MSU; (b) the issuance by the New Jersey Division of Taxation Bulk Sale Unit of a tax clearance letter prior to the Initial Payment and Closing; (c) approval by the NJEFA of the amendment and termination of the Sublease, Operating Agreement and Three Party Agreement, of this Agreement, and of all other agreements, documents and conditions related to Yogi Berra Stadium and Museum prior to the Initial Payment and which are conditions of Closing under this Agreement, to the extent that NJEFA approval is so required; (d) prior to the Initial Payment, approval by the MSU Board of Trustees of the amendment and termination of the Sublease, Operating Agreement and Three-Party Agreement, of this Agreement, and of all agreements, documents and conditions which are conditions of Closing under this Agreement and related to Yogi Berra Stadium and Museum; (e) submission of a political contribution disclosure from FHE that is approved by the State of New Jersey Division of Treasury prior to the Initial Payment and
Closing (f) prior to the Initial Payment and Closing submission by FHE of MSU’s Ownership Disclosure Form, (g) prior to the Initial Payment and Closing submission by FHE of the State of New Jersey Division of Purchasing and Property’s Disclosure of Investment Activities in Iran confirming that FHE has no investment activities in Iran, (h) prior to the Initial Payment and Closing evidence of FHE holding a valid NJ Business Registration Certification; (i) prior to the Initial Payment and Closing submission of MSU’s Conflict of Interest Form demonstrating compliance with NJ Executive Orders 34 and 189; (j) prior to the Initial Payment submission of MSU’s Non-Collusion Affidavit; (k) prior to the Initial Payment and Closing submission of MSU’s MacBride Principles Form demonstrating compliance with MacBride Principles and Northern Ireland Act of 1989; (l) prior to the Initial Payment approval by the Office of the State Comptroller; and (m) prior to the Initial Payment, approval by the New Jersey State House Commission ("SHC") if required.

3. Termination of Lease: Assignments and Conveyances. Subject to the provisions of this Agreement, MSU and FHE hereby agree: (a) to terminate the Sublease effective March 31, 2020; and (b) that at the Closing, FHE shall sell, convey, transfer and assign to MSU, and that MSU shall purchase and acquire from FHE, the Property, Rights and Interests set forth in Section 4 below.

4. Property, Rights and Interests Transferred. The property, rights and interests to be transferred from FHE to MSU, and acquired by MSU from FHE, at the Closing, which shall be transferred by FHE free and clear of all liens, claims and encumbrances, but on an “as is, where is” basis subject to the representations and warranties that survive Closing, consist of the following:

   (a) all right, title and interest in and to the Leased Premises and to the Arena, effected through the termination of the Sublease;

   (b) except for the equipment and materials identified in Exhibit 24(c), all right, title and interest in and to all leasehold improvements, fixtures and tangible personal property contained in and used or useable in connection with the operation of the Arena including all fixtures and those removable trade fixtures and equipment as referenced in Section 7.6 of the Sublease;

   (c) to the extent that the same shall be in existence on the Closing Date and MSU elects to assume the same, all right, title and interest of FHE under the following existing subleases, licenses or other agreements with Tenants (as defined in Section 14(m)), including, without limitation (but only to the extent that the same are in existence on the Closing Date): (i) FHE’s rights as sub-sublandlord under the agreement with Parabolic Performance & Rehabilitation Little Falls, LLC dated August 16, 2013 ("Parabolic") and (ii) FHE’s rights as sub-sublandlord under the agreement with Sports Plus of NJ, LLC dated December 1, 2014 ("ProShop"). All other subleases, licenses and other agreements with FHE shall be terminated by FHE no later than Closing unless otherwise agreed to by MSU.

(all, together, the “Property, Rights and Interests”).
5. **No Assumption.** For avoidance of doubt, at the Closing: (a) MSU is not assuming any debts or obligations of FHE; and (b) except as may be specifically set forth herein, MSU is not assuming any debts or obligations related to the Arena.

6. **Payoff of Monetary Obligations.** FHE shall have the obligation to pay off, on or prior to the Closing Date, all liens or encumbrances against any of the Property, Rights and Interests which may be discharged by the payment of money, and shall have the right to make such payment(s) out of the Final Payment. In the case of liens or encumbrances held by institutional or other mortgage lenders, FHE shall deliver pay off letters prior to Closing, including the unconditional undertaking of such lenders to discharge all recorded instruments on their receipt of the sums set forth in the pay off letters. FHE represents and warrants that such monetary liens or encumbrances are not, and at Closing all such liens and encumbrances will not be, in excess of the Termination Consideration.

7. **Termination Consideration.**

(a) The consideration to be paid by MSU to FHE for: (a) the termination of the Sublease; (b) the relinquishment and/or transfer to MSU of all of the rights held or acquired by FHE in the Leased Premises or the Arena; (c) the transfer to MSU of all of the Property, Rights and Interests; and (d) FHE’s full cooperation with MSU to effect the terms of this Agreement, (all, together, the “FHE Obligations”) shall be Nine Million and xx/100 Dollars ($9,000,000.00) (the “Termination Consideration”).

(b) The Termination Consideration shall be paid by MSU to FHE in two installments as follows: (1) $7 million (the “Initial Payment”) shall be paid by MSU on the Initial Payment Date defined herein, which shall occur simultaneously with the Closing Date defined in the Agreement for Sublease Termination for Yogi Berra Stadium, and (2) $2 million (the “Final Payment”) shall be paid by MSU on the Closing Date. The actual amount of the Final Payment shall be plus or minus the amount of adjustments set forth in Section 26. On the Closing Date, the rent shall be apportioned based on the number of days that FHE was tenant under the Sublease in 2020, and FHE shall have an audited statement of revenues prepared in accordance with Section 4.1(e) of the Sublease for the period that FHE was tenant under the Sublease in 2020. This Section shall survive Closing.

8. **Title Process.** Prior to the Initial Payment, MSU shall order such searches on FHE and the Leased Premises as MSU may determine (“Title Search”). MSU shall furnish the Title Search to FHE, by no later than ten (10) Business Days after MSU’s receipt of the same, together with a statement specifying any liens or interests which are deemed objectionable by MSU (“Purchaser’s Statement”). FHE shall not permit liens or interests to accrue or give any third party rights against the Leased Premises and Property in addition to any lien or interest identified in the Title Search after the delivery of the Purchaser’s Statement and up to the Closing Date. Without impairment of FHE’s obligations under Section 6 above, FHE shall notify MSU within ten (10) Business Days after receipt of Purchaser’s Statement whether FHE asserts that there are any such liens or interests which it elects not to remove under this Section. In such event, MSU shall have the right, by notice delivered to FHE within ten (10) Business
Days after receipt of FHE’s notice, to either (a) direct FHE to remove the liens or interests identified in the Purchaser’s Statement which may be discharged by the payment of money at the time of the Initial Payments; or (b) proceed with the transactions set forth in this Agreement with such interest(s) remaining of record without an abatement or reduction of the Initial Payment; or (c) terminate this Agreement.

On or about January 1, 2020, MSU shall order additional searches on FHE and the Leased Premises as MSU may determine ("Rundown Search"). MSU shall furnish the Rundown Search to FHE by no later than 10 Business Days after MSU’s receipt together with a Purchaser’s Statement. FHE shall cause any liens and interests identified in the Title Search and Rundown Search against the Leased Premises and the Property which may be discharged by the payment of money to be paid and/or removed at Closing. In the event FHE fails to remove such liens and interests by March 31, 2020, MSU may delay Closing until FHE removes such liens and interests, but such delay shall not extend the Term of the Second Sublease Amendment.

If the liens or interests against the Leased Premises or the Arena which FHE is obligated to discharge exceed the amount of the Final Payment, FHE shall on or before Closing, provide such funds as are required to obtain termination and/or discharge of such liens or interests. No provision of this Section, and no actions by MSU in accordance with this Section, including proceeding with the Sublease Termination, shall waive, limit or impair MSU’s right to recovery in the event such liens or interests exceed the Final Payment. This Section shall survive Closing.

9. Due Diligence Termination. MSU shall have the right, during the period commencing on the date hereof and expiring at 5:00 PM on the final day of the Due Diligence Period, to terminate this Agreement, for any reason or for no reason, by providing written notice of such termination to FHE.

10. Due Diligence Deliveries. Within five (5) days after the date of this Agreement, FHE shall deliver to MSU, or shall make available to MSU at FHE’s offices in the State of New Jersey, all records in the possession or control of FHE relating to the Leased Premises and the Arena, including but not limited to (but only to the extent that FHE is in possession or control of the same): (a) construction plans; (b) as-built drawings; (c) repair and replacement records, including but not limited to, refrigerant logs; (d) inspection and maintenance records for all structures and systems; (e) all warranties for all structures and systems; (e) names and addresses of all contractors providing services with respect to the Arena, including all systems; (f) records of any municipal violations or violations of any Legal Requirements with respect to the Leases premises, the Arena or its operations; (g) utility providers and historical utility costs; (h) service providers and historical service provider costs; (i) environmental assessments, reports and all filings with the New Jersey Department of Environmental Protection in relation to the Leases Premises; (j) contracts with the Township of Little Falls for the payment of taxes or assessments in lieu of taxes; (k) contracts with all third party users of the Arena, both short and long term; (l) customer lists; and (m) such other documents and information as may be reasonably requested by MSU.
11. **Inspections: Indemnity.** (a) During the Due Diligence Period, MSU may cause its environmental consultants, engineers, architects and other professional consultants to carry out such inspections and investigations, including environmental investigations (including soil and sub-surface tests and analyses, provided MSU promptly repairs any damage to the Leased Premises and the Arena caused by such tests) of the Leased Premises and/or the Arena as MSU may determine. FHE shall reasonably cooperate with MSU’s inspectors and professional consultants. MSU shall not conduct or allow any physically intrusive testing of, on or under the Leased Premises and/or the Arena without the prior written consent of FHE. Prior to any physical or environmental inspections of the Premises by Purchaser’s agents, Purchaser’s agents shall obtain not less than [Two] Million Dollars ($2,000,000.00) comprehensive general liability insurance that provides coverage for property damage, personal injury and [lost business revenue], with Seller being named as an “Additional Insured” with respect to the Property. Purchaser shall provide to Seller a certificate of insurance evidencing such coverage prior to undertaking any such inspections. Purchaser’s agents conducting such inspections shall maintain such insurance coverage throughout the duration of the Due Diligence Period. Purchaser shall be responsible for any damage caused as a result of its inspections. This obligation shall survive termination of this Agreement and the closing of the transactions contemplated hereunder.

12. **Right of Entry.** MSU and its agents, employees, inspectors and consultants shall have access to the Leased Premises and the Arena from time to time, upon reasonable notice, through the final day of the Due Diligence Period for the purpose of inspecting the Leased Premises and the Arena and undertaking tests and studies, provided MSU promptly repairs any damage to the Leased Premises and the Arena caused by such entry.

13. **Tenant Estoppel Certificates.** During the Due Diligence Period and dated not earlier than seven (7) days prior to the end of the Due Diligence Period, FHE shall obtain a Tenant Estoppel Certificate from Parabolic which has copies of all lease or occupancy documents claimed by Parabolic to be operative attached, disclose any claims or offsets of Parabolic against FHE or amounts claimed to be due to Parabolic from FHE, any alleged breach by FHE in any obligation due to Parabolic, any prepaid rent or other charges made to FHE as sublandlord, the amount of any security deposit being held by FHE, and such other information as is reasonably requested by MSU. After January 1, 2020 but not earlier than seven (7) days prior to Closing, FHE shall obtain Tenant Estoppel Certificates again from Parabolic and, subject to election by MSU that such tenant(s) be continued and not terminated, from each additional then-existing Tenant (including Tenants defined in Section 14(m), which shall have copies of all lease or occupancy documents claimed by such Tenants to be operative attached, disclose any claims or offsets of such party against FHE or amounts claimed to be due to such party from FHE, any alleged breach by FHE in any obligation due to such party, any prepaid rent or other charges made to FHE as sublandlord, the amount of any security deposit being held by FHE, and such other information as is reasonably requested by MSU.

14. **Representations and Warranties of FHE.** As an inducement to MSU to enter into this Agreement, FHE represents and warrants to MSU that the following are true and accurate as of the date of this Agreement, and will be true and accurate as of the Initial Payment Date and the Closing Date:
(a) FHE is a New Jersey limited liability company which is in good standing, with the power to enter into this Agreement and to consummate the transactions herein contemplated. The performance by FHE of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of its Certificate of Formation or Operating Agreement;

(b) the execution, delivery and performance of this Agreement by FHE and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of law, statute, rule or regulation to which FHE or its property is subject or violate any judgment, order, writ, injunction or decree of any court applicable to FHE or its property;

(c) all proceedings required to be taken by or on behalf of FHE to authorize it to make, deliver and carry out the terms of this Agreement have been taken or will be duly and properly taken and this Agreement is the legal, valid and binding obligation of FHE enforceable in accordance with its terms;

(d) no consent, authorization, license, permit, registration, approval or exemption is required to be obtained by FHE in connection with the execution and delivery of this Agreement or the performance by FHE of its obligations hereunder, except for the consents of the NJEFA and the other parties which are set forth in the definition of “Trigger Date” in Section 2(m) and/or Section 15;

(e) FHE is solvent on a balance sheet basis, and is paying its obligations when they become due without the use of credit;

(f) FHE owns tenant’s interest under the Sublease free and clear of all subtenancies, licenses, and other rights to possession or occupancy of any third party except as set forth on Schedule 14(m), and free and clear of any and all liens, claims, interests and encumbrances. FHE has the right to convey such interest to MSU through termination pursuant to the terms hereof;

(g) The Leased Premises and the Arena are in compliance with all Legal Requirements;

(h) FHE is not a “foreign person” under the Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”) and upon consummation of the transaction contemplated hereby, MSU will not be required to withhold from the Termination Consideration any withholding tax;

(i) there are no proceedings at law or in equity (including proceedings contesting any tax or assessment) before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or threatened, against or affecting FHE or the Leased Premises or the Arena, including but not limited to proceedings that: (i) involve the validity or enforceability of this Agreement or any other instrument or document to be delivered by FHE pursuant hereto; (ii) enjoin or prevent or threaten to enjoin
or prevent the performance of FHE's obligations hereunder; or (iii) relate specifically to the Leased Premises or the Arena or the title thereto.

(j) there is no litigation, claim or proceeding pending or threatened against or relating to: (i) FHE; or (ii) the Leased Premises or the Arena, in each case, that would have a material adverse effect on the Leased Premises or the Arena or the ability of FHE to undertake and consummate the FHE Obligations in a timely manner and in accordance with this Agreement.

(k) any litigation, claim or proceeding pending or threatened against or relating to: (i) FHE; or (ii) the Leased Premises or the Arena is set forth in Schedule 14(k). Any such litigation, claim or proceeding involving claims of injury or damage to person or property are covered by insurance maintained by FHE, and are being defended by the insurer(s) without any reservations of rights.

(l) FHE is not in default of any agreements beyond any applicable notice and cure periods that would have a material adverse effect on the Leased Premises or the Arena or the ability of FHE to undertake and consummate the FHE Obligations in accordance with this Agreement.

(m) the only other entities or persons who have any lease, license, tenancy, occupancy, use or other rights with respect to the Leased Premises or the Arena are set forth on Schedule 14(m) ("Tenants"), including a synopsis of such rights. FHE will immediately deliver to MSU all documents regarding the rights of any Tenant. All such agreements as are set forth on Schedule 14(m) are in full force and effect, are in writing, and have not been violated by FHE or, to the Knowledge of FHE, the Tenant. The amounts of all periodic rent payments, all other payments due from any Tenant ( CAM, taxes, insurance, utilities, etc.), and any security deposit being held by FHE, are set forth on Schedule 14(m).

(n) there are no pending tax appeals relating to the Leased Premises or the Arena property. There are no agreements with the Municipality, or orders entered in the Passaic County Tax Board or the Tax Court that relate to the existing or future assessment or taxation of the Leased Premises or the Arena.

(o) no casualty or damage requiring a repair costing in excess of $25,000.00 (as measured by FHE's estimated out of pocket cost of repair) has occurred to the Arena or to any of the Arena systems which remains unrepairs.

(p) all electrical, plumbing, alarm, sprinkler, mechanical and HVAC systems, elevator/escalator, ice-making/chiller systems and other operating systems contained in the Arena are in good working order after considering the age of such items and the cumulative effect thereon of historical usage and wear and tear and subject to FHE's obligation to inspect and maintain prior to Closing as indicated in the Second Sublease Amendment, and have all current inspection certificates required by the Municipality or any other governmental entity with jurisdiction. There are no open permits for improvements performed on the Leased Premises.
(q) except as set forth on Schedule 14(q), there are no utility service, construction, management, leasing, service, equipment, supply, maintenance, concession or other agreements (collectively, the “Contracts”) in effect with any party with respect to the Leased Premises or the Arena.

(r) FHE has not spilled, poured, sprayed, dumped or discharged any Hazardous Substances on the Leased Premises in violation of Environmental Laws. To the best of FHE’s Knowledge, since May 1, 1997, no other person or entity has spilled, poured, sprayed, dumped or discharged any Hazardous Substances on the Leased Premises in violation of Environmental Laws. To the best of FHE’s knowledge, there has been no use and storage of any Hazardous Substances at the Property except for cleaning and maintenance products used in the ordinary course of business in compliance in all material respects with all applicable Environmental Laws. FHE has no knowledge of any violation of applicable Environmental Laws at the Leased Premises or the Arena and has no knowledge of any proceeding or inquiry by any governmental authority with respect to a violation of applicable Environmental Laws at the Leased Premises or the Arena. FHE has no knowledge of any remediation of the Leased Premises that has not been fully approved by NJDEP.

(s) to the best of FHE’s knowledge, without inquiry or investigation, no Hazardous Substances have migrated onto or under the Leased Premises from any other property since May 1, 1997.

(t) since May 1, 1997, neither FHE nor any tenant or occupant of the Leased Premises has had a Standard Industrial Classification number that has caused the Leased premises to be subject to the provisions of the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et. seq., and the regulations issued thereunder (“ISRA”). FHE’s NAICS Code is 711310.

(u) roof, windows, HVAC and other designed openings or water-bearing systems function as designed and are maintained with respect to water infiltration; mold is monitored for and remediated, when necessary, consistent with industry and government guidelines (there being no established standard or regulation) and Seller has received no written notice of defenses, offsets, claims, demand, suits or actions arising with respect same.

(v) FHE has no knowledge of any dangerous condition on or of the Leased Property or the Arena.

(w) there are no commissions or other payments, however characterized, due to any broker or finder on account of any lease or other agreement with any Tenant (or any predecessor), including any future extension or renewal of any such lease or agreement.

(x) FHE has granted no liens or security interest to any third party which attach to FHE’s interests in the Sublease, the Leased Premises or the Arena.

(y) the property insurance and the liability insurance currently maintained by FHE under the Sublease are attached as Schedule 14(y).

15. Conditions to MSU’s Obligation to Make the Initial Payment.
(a) The truth, accuracy and completeness of each of the representations and warranties of FHE as of the date hereof, and as of the Initial Payment Date;

(b) the absence of any pending municipal violation against the Arena;

(c) the absence of any Hazardous Substances having been spilled, poured, sprayed, dumped or discharged on the Leased Premises;

(d) the absence of any applications, filings or proceedings regarding the Leased Premises that are pending before the NJDEP;

(e) the required consents of the NJEFA and MSU Board of Trustees;

(f) the consent of the Office of the State Comptroller;

(g) evidence of FHE holding a valid NJ Business Registration Certification;

(h) approval by the State Treasurer of FHE’s political contribution disclosure;

(i) submission by FHE of MSU’s Ownership Disclosure Form;

(j) submission by FHE of the State of New Jersey Division of Purchasing and Property’s Disclosure of Investment Activities in Iran confirming that FHE has no investment activities in Iran;

(k) submission of MSU’s Conflict of Interest Form demonstrating compliance with NJ Executive Orders 34 and 189;

(l) submission of MSU’s Non-Collusion Affidavit;

(m) submission of MSU’s MacBride Principles Form demonstrating compliance with MacBride Principles and Northern Ireland Act of 1989;

(n) FHE’s acceptance of the mandatory EEO/AA language for goods and services and professional services contracts, as applicable and as more fully set forth in N.J.A.C. 17:27-3.5 and 3.7 and as more fully stated on the University’s website which are incorporated by reference as if fully restated herein: http://www.montclair.edu/media/montclairedu/financetreasurer/forms/vendor/AA-for-Goods-and-Services.pdf;

(o) compliance with the maintenance obligations contained in Attachment A to the Second Sublease Amendment attached as Exhibit 24(a);

(p) approval by the SHC, if required; and
(q) the delivery of all FHE Closing Deliveries

(r) FHE’s execution of the Second Sublease Amendment attached to this Agreement as 24(a).

shall be conditions precedent to the obligations of MSU to make the Initial Payment under this Agreement.

16. Conditions to MSU’s Obligation to Close and Make the Final Payment:

(a) Beginning on January 1, 2020, and continuing until the Closing Date, MSU shall have the right to make such inspections and investigations of the Leased Premises and the Arena of the type provided for in Sections 11 and 12, and to request updated and/or new documentation of the type provided for in Section 10, for the purpose of identifying any inaccuracies in the representations and warranties made by FHE, or any instances of non-compliance by FHE. In the event that MSU identifies that any of FHE’s representations and warranties in Article 14 of this Agreement are no longer true or accurate, that FHE has failed to comply with the covenants set forth in this Agreement, that FHE has failed to comply with the Sublease (specifically including the Second Sublease Amendment attached to this Agreement), and/or FHE has failed to comply with Article 6 above, MSU shall promptly notify FHE of the same. FHE shall have a thirty (30) day period to remedy the same (and if FHE is diligently pursuing such a remedy, then the Closing Date shall be extended until the end of such thirty day period or the date that such remedy has been accomplished, whichever occurs first.) In the event that FHE is unable to effect a remedy within such thirty day period, then MSU shall have the right to either (i) proceed to the Closing without an abatement or reduction of the Final Payment, or (ii) request that FHE enter into good faith negotiations to determine whether or not the Final Payment shall be reduced to reflect a credit in an amount that is sufficient for MSU to cure the deficiency or address the non-compliance (the “Non-Compliance Reduction”). In the event the Parties cannot agree to a Non-Compliance Reduction by or on the Closing date, the amount estimated by MSU in good faith pursuant to 16(b) shall be placed in escrow with the mutually-acceptable independent third party arbitrator identified in 16(b) below subject to a written escrow agreement agreed to by the parties. Upon receipt of the arbitration award required by 16(b), the amount held in escrow shall be released to the Parties in accordance with the arbitration award and escrow agreement. In the event the amount held in escrow is less than the arbitration award, FHE shall be liable for such amount in accordance with 16(c).

(b) In the event that MSU shall provide a notice to FHE requesting that FHE enter into the good faith negotiations to determine the Non-Compliance Reduction, MSU shall provide in such notice its good faith estimate of the Non-Compliance Reduction, accompanied by all back-up information and calculations used to determine such estimate. FHE shall have thirty (30) days thereafter to either accept or reject such good faith estimate by providing written notice to MSU if FHE does not provide written notice to MSU within thirty days of its rejection of such estimate, then it shall be deemed to have accepted it for all purposes of this Agreement. If FHE rejects such good faith estimate, then its notice of rejection shall specify FHE’s own good faith estimate, accompanied by all back-up information and calculations used to determine such good faith estimate. If, within thirty (30) days of delivery of such notice to
MSU the parties are unable to agree on the actual Non-Compliance Reduction, then the parties shall submit all unresolved issues to a mutually-acceptable independent third party arbitrator who is a retired judge from Northern New Jersey with experience adjudicating cases in the area that is the subject of the dispute, who shall render its decision within thirty (30) days of its engagement. The arbitrator’s decisions shall be final, binding and conclusive on the parties and shall be used in the calculation of the final Non-Compliance Reduction; and the parties will each bear fifty percent (50%) of the fees and costs of the arbitrator for such determination.

(c) If the costs to cure the deficiency or address the non-compliance exceed the amount of the Final Payment, FHE shall, upon the final determination thereof in accordance with the above terms, provide such funds as are required to cure the deficiency or address the non-compliance.

17. **Survival.** The representations and warranties of FHE contained in this Agreement are true and accurate as of the date hereof and shall be deemed to be repeated and shall be true and accurate as of the Initial Payment Date and as of the Closing Date, after which they shall terminate and be of no further force and effect. Notwithstanding the foregoing, however, the representations and warranties in Sections 14(f), 14(g), 14(i), 14(j), 14(k), 14(l), 14(m), 14(n), 14(o), 14(p), 14(q), 14(r) and 14(v) shall survive for a period of one (1) year after Closing, and the representations and warranties in Section 14(w), and 14(x) shall survive until the expiration of the applicable statute of limitations.

18. **Covenants of FHE.** As an inducement to MSU to enter into this Agreement, FHE covenants that:

(a) During the period between the date of this Agreement and Closing, FHE shall fully comply with all of the terms of the Sublease. Without limitation of the obligations of FHE under the Sublease, the Arena will be structurally sound and fully maintained, and the ice making/chiller and all building systems will be maintained in accordance with the Sublease, Second Sublease Amendment and this Agreement, and a new cooling tower will be installed by FHE accompanied by a fully functioning water treatment system no later than September 30, 2017, and all of which will be in working order as a fully-functioning arena on the Initial Payment Date and on the Closing Date.

(b) During the period between the date of this Agreement and Closing, FHE shall not, without MSU’s prior written consent, enter into any Contracts relating to the Leased Premises or the Arena which do not terminate and/or are not terminable, without premium or penalty, on or prior to the Closing Date.

(c) With the exception of equipment identified in Exhibit 24(c), during the period between the date of this Agreement and Closing, FHE shall not, without MSU’s prior written consent, remove from the Arena any removable trade fixtures or equipment unless the same are replaced with trade fixtures and equipment of equal or greater value and utility for the operations of the Arena.

(d) During the period between the date of this Agreement and Closing, FHE will not, without MSU’s prior written consent: (i) enter into any new or amended lease, license,
tenancy, occupancy, use, ice time or other agreements with respect to the Leased Premises or the Arena which do not terminate and/or are not terminable, without premium or penalty, on or prior to the Closing Date or permit any existing agreements with Tenants (except Parabolic) to continue beyond the Closing Date unless MSU agrees otherwise; (ii) agree to any alteration to any portion of the Arena by any Tenant; (iii) allow or suffer any mortgage, lien or encumbrance on the Leased Premises or the Arena; or (iv) enter into, modify or terminate and agreement with the municipality of Little Falls with respect to the taxation of the Leased Premises or the Arena, or payments in lieu of taxes.

(e) FHE shall immediately notify MSU of its receipt of any notice of any Legal Violation with respect to the Leased Premises of the Arena. FHE shall promptly furnish MSU with any notice or communication concerning the Leased Premises and/or the Arena that FHE receives from the Municipality or other governmental entity.

(f) FHE shall immediately notify MSU of the discharge or migration of any Hazardous Substance onto the Leased Premises of which FHE becomes or is made aware.

(g) FHE shall arrange, at its cost, for any inspections, and for the issuance of any approvals or certificates, required by the Municipality in connection with the termination of the Sublease or the other transactions contemplated by this Agreement.

(h) FHE will deliver the Leased Premises and the Arena at Closing broom clean and vacant (other than the rights of Tenants).

(i) FHE will pay and discharge, or cause to be paid and discharged, before they become delinquent all real estate taxes and assessments levied upon or assessed against the Leased Premises and the Arena which are allocable to the period prior to the Closing Date. This Section shall survive Closing.

(j) FHE shall promptly notify MSU if FHE becomes aware that any representation or warranty of FHE contained in this Agreement becomes untrue or incorrect in any material respect, except in any case where the same has been remedied within sixty (60) days prior to January 1, 2020.

(k) From and after Closing, FHE shall, if required due to the terms of its liability insurance maintained through the date of Closing, maintain liability insurance in an amount not less than the amount set forth in the Sublease, and on terms equivalent to the terms required under the Sublease, that will indemnify and defend against claims for damage or injury to persons or property that occurred before Closing but which are asserted after Closing.

19. Bulk Sale. FHE will fully cooperate with MSU so that MSU may file an application for tax clearance with the New Jersey Division of Taxation -- Bulk Sales Unit. MSU will file the same at least sixty days prior to the Initial Payment and the Closing Date. FHE will promptly file an Asset Transfer Tax Declaration. The issuance of a tax clearance letter by the Bulk Sales Unit shall be a condition precedent to MSU’s obligation to close. FHE represents that its federal tax identification number is 22-3498191.
20. **NJFEA Consent: Modification of Three Party Agreement.** MSU and FHE shall cooperate fully with each other to expeditiously apply for the consents of the NJFEA and SHC required for the performance of the parties under this Agreement, including a modification of the Three Party Agreement, all of which are conditions precedent to the parties’ obligations to close. Neither party shall be obligated to pay any sums to NJFEA or SHC to obtain such consent, other than reasonable review fees to NJFEA’s or SHC’s counsel, which shall be shared equally by MSU and FHE.

21. **OPRA.** FHE acknowledges that MSU is subject to the New Jersey Open Records Act and that MSU may be subject to the New Jersey common law right of access to governmental records.

22. **Risk of Loss.** The provisions of Article 10 of the Sublease Agreement shall continue in full force and effect from the date hereof until the Closing Date.

23. **Payment and Closing Dates.** Subject to other applicable provisions of this Agreement, the payment of the $7 million Initial Payment shall occur simultaneously with the closing date of the Agreement for Sublease Termination of Yogi Berra Stadium on a Business Day mutually acceptable to the parties on or before the Trigger Date at the offices of the General Counsel of MSU, or such other location as the parties may mutually agree (“**Initial Payment Date**”). Subject to other applicable provisions of this Agreement, the Closing hereunder, and the payment of the $2 million Final Payment, shall occur on March 31, 2020 (unless extended pursuant to Section 16) at the offices of the General Counsel of MSU, or such other location as the parties may mutually agree (“**Closing Date**”).

24. **FHE Deliveries.**

On the Initial Payment Date, and as conditions to the payment of the Initial Payment, FHE shall execute and deliver, and shall cause to be executed and delivered:

(a) A Sublease Amendment in substantially the form of Exhibit 24(a);

(b) The unanimous consent of the members of FHE authorizing the transactions set forth in this Agreement and the execution and delivery of this Agreement and the FHE Closing Documents;

(c) Estoppel certificates from Parabolic Performance & Rehabilitation Little Falls, LLC evidencing that no rent is past due, no liens against the Premises, no claims against FHE, and consents to permit the assignment of their agreements by FHE to MSU at the Closing Date, and continuation in force of such agreements;

(d) Discharge of any Notices of Lease or other recorded documents evidencing any possessorly or other right of FHE in or to the Leased Premises;

(e) A certificate of FHE, dated as of the Initial Payment Date, stating that the representations and warranties of FHE contained in this Agreement are true, correct and complete as of such date;
(f) Subject to verification by an annual audit of FHE, payment of all amounts then due and owing from FHE to MSU under the Sublease and Sublease amendments; payment of all amounts then due and owing from FHE to MSU under the Operating Agreement:

(g) Execution of all documents required at the Closing of the Agreement for Sublease Termination of Yogi Berra Stadium, and the payment of the $1,000,000 termination consideration thereunder.

(h) A Notice of Agreement, in recordable form, which may be recorded by MSU: (i) providing notice of this Agreement; (ii) providing specific notice that FHE may not, without MSU’s prior written consent: (A) enter into any new or amended lease, license, tenancy, occupancy, use, ice time or other agreements with respect to the Leased Premises or the Arena which do not terminate and/or are not terminable, without premium or penalty, on or prior to the Closing Date; (B) agree to any alteration to any portion of the Arena by any Tenant; (C) allow or suffer any mortgage, lien or encumbrance on the Leased Premises or the Arena; or (D) enter into, modify or terminate and agreement with the municipality of Little Falls with respect to the taxation of the Leased Premises or the Arena, or payments in lieu of taxes; and (iii) providing notice of such other matters as MSU may reasonably require.

(i) Such other documents and instruments as MSU, SHC and/or NJEFA or its counsel may reasonably request, provided FHE shall not be obligated to execute any document which increases its liability or obligations beyond those set forth in this Agreement.

All, together, the “FHE Initial Payment Documents”.

On the Closing Date, and as conditions of the payment of the Final Payment, FHE shall execute and deliver, and shall cause to be executed and delivered:

(a) A Sublease Termination in substantially the form of Exhibit 24(b);

(b) A Bill of Sale for all personal property (tangible and intangible) and fixtures contained in or on or associated with the operation of the Leased Premises and the Arena except the Equipment which is listed on Exhibit 24(c) to this Agreement;

(c) The unanimous consent of the members of FHE authorizing the transactions set forth in this Agreement and the execution and delivery of this Agreement and the FHE Closing Documents;

(d) Estoppel certificates from, and assignments of FHE’s rights as sublandlord under all agreements with Parabolic Performance & Rehabilitation, and evidence of termination and removal of any then-existing Tenants; alternatively, if MSU consents to the continuation of other existing Tenants, Estoppel Certificates, if the same are still tenants, from Sports Plus of NJ, Inc. and Little Falls, LLC and Montclair Hockey;
(e) If required by MSU, consents of the counterparties for each agreement set forth in the foregoing subsection "d" to the assignment of such agreements by FHE to MSU (or its designee) and the continuation in force of such agreements;

(f) Discharges of any Notices of Lease or other recorded documents evidencing any possessory or other right of FHE in or to the Leased Premises;

(g) A certificate of FHE, dated as of the Closing Date, stating that the representations and warranties of FHE contained in this Agreement are true, correct and complete as of such date;

(h) All keys and alarm codes for the Arena;

(i) Subject to verification by an annual audit of FHE, payment of all amounts then due and owing from FHE to MSU under the Sublease and Sublease amendments; payment of all amounts then due and owing from FHE to MSU under the Operating Agreement. In the event the regularly scheduled annual audit of FHE is due to occur after the Closing Date, the parties agree that MSU's counsel shall hold no less than $150,000 in escrow pursuant to a written Escrow Agreement until MSU and FHE verify the amount due to MSU under the Sublease, Sublease Amendments and Operating Agreement;

(j) Termination of the Operating Agreement in substantially the form of Exhibit 23(b);

(k) If so agreed upon by FHE and MSU, a Consulting Agreement with FHE, containing terms reasonably satisfactory to FHE and MSU (the "Consulting Agreement");

(l) Release from FHE running in favor of MSU and the NJEFA relating to all NJEFA or MSU pre-Closing obligations regarding the Leased Premises and the Arena;

(m) Amendment to Three Party Agreement in substantially the form of Exhibit 24(b); and

(n) Such other documents and instruments as MSU, SHC and/or NJEFA or its counsel may reasonably request, provided FHE shall not be obligated to execute any document which increases its liability or obligations beyond those set forth in this Agreement.

All, together, the "FHE Closing Documents".

The FHE Initial Payment Documents and FHE Closing Documents shall collectively be referred to as the FHE Closing Documents.

25. MSU Deliveries.

On the Initial Payment Date, MSU shall execute and deliver:

(a) A Sublease Amendment, in substantially the form of Exhibit 24(a);
(b) The Initial Payment;

(c) A certificate of MSU, dated as of the Closing Date, stating that the representations and warranties of MSU contained in this Agreement are true, correct and complete as of such date;

(d) Execution of all documents required at the Closing of the Agreement for Sublease Termination of Yogi Berra Stadium;

(e) Such other documents and instruments as FHE, SHC and/or NJEFA or their counsel may reasonably request, provided MSU shall not be obligated to execute any document which increases its liability or obligations beyond those set forth in this Agreement.

On the Closing Date, MSU shall execute and deliver:

(a) A Sublease Termination, Operating Agreement Termination and Amendment to the Three Party Agreement, in substantially the form of Exhibit 24(b);

(b) The Final Payment;

(c) A certificate of MSU, dated as of the Closing Date, stating that the representations and warranties of MSU contained in this Agreement are true, correct and complete as of such date;

(d) If requested by MSU, the Consulting Agreement;

(e) Such other documents and instruments as FHE or its counsel may reasonably request, provided MSU shall not be obligated to execute any document which increases its liability or obligations beyond those set forth in this Agreement.

26. **Closing Adjustments.** The following shall be adjusted at closing:

(a) any overpayments (prepayments) or underpayments (amounts due) by or from FHE under any agreements with sub-subtenants of FHE being assigned to MSU;

(b) any overpayments (prepayments) or underpayments (amounts due) by or from FHE under any Contracts (including utility accounts or agreements) which are not closed out as of the date of Closing;

(c) Any adjustments or credits required by this Termination Agreement

(d) Rents due under the Sublease.

(e) [reserved]

27. **Indemnification by FHE.** From and after the Closing Date: (i) the indemnification obligations of FHE which are set forth in Section 9.8 of the Sublease shall survive in accordance with their terms; and (ii) FHE shall indemnify and hold harmless MSU and each of its officers, trustees, employees and agents from and against any and all claims,
liabilities, obligations, costs and expenses, including, without limitation, reasonable attorneys’ fees, arising out of the breach by FHE of its representations and warranties restated in Section 17 (provided, however, that such indemnification shall expire unless a claim for such indemnification has been made on or prior to the one year anniversary of the Closing Date) or Section 14(w).

This Section shall survive Closing.

28.  No Brokers. FHE and MSU each represent and warrant to the other that they have dealt with no brokers or finders in connection with the negotiation, execution and delivery of this Agreement. FHE shall indemnify and hold MSU harmless from and against any claim by any broker of finder against MSU for any commissions or other amounts claimed to be due and payable to such broker or finder in connection with this Agreement, together with all reasonable costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon, including but not limited to reasonable attorneys’ fees and court costs in defending such claim.

29.  Effect of Proper Termination. Upon a proper termination of this Agreement by MSU, including under Section 8, Section 9 or Section 22, neither party shall have any further liability to the other hereunder, except for sections specifically identified as surviving the termination or closing.

30.  Notice. All notices and other communications required or permitted hereby shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, telecopy, e-mail or other electronic method of written message transmission (a “fax”) with a copy sent the same day by first class mail, national overnight express service, or commercial courier (“next business day delivery”), which courier provides for delivery with receipt to a party at its address set forth below:

To MSU:

Montclair State University
1 Normal Avenue
College Hall, Room 229
Montclair, New Jersey 07043
Attention: Vice President for Finance and Treasurer
With a copy to: University Counsel
Ph.: (973) 655-5225
Fax: (973) 655-7719
Email: rosenheimj@mail.montclair.edu
Email: flemingm@mail.montclair.edu
Email: andersonmar@mail.montclair.edu

With a copy to:

Jay Samuels, Esq.
Windels Marx Lane & Mittendorf, LLP
To FHE:

Floyd Hall Enterprises, L.L.C.
1 Hall Drive
Little Falls, NJ 07424
Attention: Larry F. Hall, Executive Vice President

With a copy to:

James A. Kosch, Esq.
McCarter & English
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
Ph.: (973) 639-2028
Fax: (973) 297-3964
Email: jkosch@mccarter.com

or such other address as the party shall specify to the other parties in a notice. All notices and other communications shall be deemed to have been delivered: (a) if by personal delivery or telecopy, the same day; (b) if by certified mail, return receipt requested, on the date which is three (3) business days after mailing; or (c) if sent by commercial courier, on the date which is one (1) business day after dispatching. Notwithstanding the foregoing: (i) no notice sent by fax hereunder shall be valid unless a copy of the notice is also sent by one of the other methods authorized herein on the same day the fax is sent and (ii) no notice of change of address shall be deemed delivered until actually received. The attorneys for each of the parties named herein may give notices on behalf of their respective clients with the same force and effect as though given by the parties themselves. Failure to accept a notice shall not invalidate such notice.

31. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to agreements executed and wholly performed therein without reference to conflicts of laws principles.

32. **No Modification.** This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

33. **No Waiver.** No waiver by either party of any failure or refusal to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
34. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances 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 held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

35. **Successors and Assigns.** This Agreement shall inure to the benefit of, and shall bind, the heirs, executors, administrators, successors and permitted assigns of the respective parties. MSU shall be permitted to assign its right to receive any of the Property, Rights and Interests to be transferred under this Agreement.

36. **Captions.** The headings of the various sections of this Agreement have been inserted only for convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain or restrict any of the provisions of this Agreement.

37. **Counterparts: Facsimile Delivery.** This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement, binding on the parties as if all parties had signed one document on the same signature page, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended or attached to, any other counterpart. The signature of any party on a copy of this agreement forwarded by facsimile transmission or other electronic transmission (e.g., in Portable Document Format) shall be deemed to be an original signature.

38. **Fees and Costs.** Each of FHE and MSU shall be responsible for their own costs and expenses incurred in connection with the negotiation, execution and delivery of this Agreement and all other documentation necessary to effect the transactions contemplated herein.

39. **Drafting Ambiguities: Interpretation.** In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party recognizing that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same. Unless otherwise specified: (a) whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular; (b) the words “consent” or “approve” or words of similar import, shall mean the prior written consent or approval of MSU or FHE; (c) the words “include” and “including” or words of similar import, shall be deemed to be followed by the words “without limitation”; and (d) the Exhibits and Schedules to this Agreement are incorporated herein by reference.

40. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of this Agreement.

41. **No Modification of Sublease or Operating Agreement.** Nothing in this Agreement is intended to, or shall be construed to have the effect of, modifying the rights or obligations of either party to the Sublease or to the Operating Agreement.
42. **Tort Claims Act and Contractual Liability Act.** MSU is an agency of the State of New Jersey. Any agreement or arrangement signed or entered into on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Torts Claims Act, N.J.S.A. 59:1-1 et seq. the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the availability of appropriations. Any claims and remedies of FHE against MSU are and shall be subject to the provisions of the New Jersey Torts Claims Act, N.J.S.A. 59:1-1 et seq. the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the availability of appropriations.

43. **Waiver of Jury Trial.** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT EACH MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED BY EITHER PARTY IN CONNECTION HEREWTH (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT OR THE ASSIGNMENT ON THE GROUNDS THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE).

44. **Pursuant to N.J.A.C. 17:44-2.2,** relevant records of FHE or other persons entering into contracts with MSU in connection with this Agreement are subject to audit or review by the Office of the State Comptroller pursuant to N.J.S.A. 52:15C-14(d). FHE shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

45. **Recording.** The parties agree that MSU may record notice of this Termination Agreement in the form attached as Exhibit 25.

[signatures follow immediately]
[signatures to Agreement for Sublease Termination]

In witness whereof, the parties have executed this Agreement for Sublease Termination as of the date first set forth above.

Montclair State University

By: ____________________________
    Name: Jon Rosenheim
    Title: Vice President for Finance
           And Treasurer

Floyd Hall Enterprises, L.L.C.

By: ____________________________
    Name: Larry F. Hall
    Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Termination Agreement.

New Jersey Educational Facilities Authority

By: ____________________________
    Name: Jeremy A. Spector
    Title: Executive Director
[signatures to Agreement for Sublease Termination]

In witness whereof, the parties have executed this Agreement for Sublease Termination as of the date first set forth above.

Montclair State University

By: ____________________________________________
    Name: Jon Rosenheim
    Title: Vice President for Finance
           And Treasurer

Floyd Hall Enterprises, L.L.C.

By: ____________________________________________
    Name: Larry F. Hall
    Title: Executive Vice President

6-2-17

The New Jersey Educational Facilities Authority makes this execution to evidence and confirm that the New Jersey Educational Facilities Authority has approved the termination of the Sublease, of this Agreement, and of all agreements, documents and conditions which are conditions of Closing under this Agreement, to the extent that NJEFA approval is so required.

New Jersey Educational Facilities Authority

By: ____________________________________________
    Name: Jeremy A. Spector
    Title: Executive Director
In witness whereof, the parties have executed this Termination Agreement as of the date first set forth above.

Montclair State University

By: __________________________

Name: Jon Rosenheim
Title: Vice President for Finance
And Treasurer

Floyd Hall Enterprises, L.L.C.

By: __________________________

Name: Larry F. Hall
Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Termination Agreement.

New Jersey Educational Facilities Authority

By: __________________________

Name: Jeremy A. Spector
Title: Executive Director
Schedule 14(k)

Litigation, Claims and Proceedings
Report of Title

DOCUMENT RESEARCH AND RETRIEVAL

This Report of Title is for informational purposes only and is not to be considered as a commitment to issue any form of title insurance policy. The report is for the use and benefit of the addressee only, and liability is hereby limited to the amount of the fee paid therefore.

US TITLE SOLUTIONS FILE NO. 56252-NJ1701-5018

REFERENCE NO. Montclair State SITE NAME Floyd Hall Enterprises LLC

PREPARED FOR: Windels Marx Lane & Mittendorf, LLP
Jay Samuels
120 Albany Street
New Brunswick, NJ 08901

PREMISES: Montclair State University, Little Falls Township & Montclair Township, NJ

COUNTY: Passaic & Essex

US Title Solutions
3 Werner Way, Lebanon, NJ 08833
Telephone (908) 849-3011 Facsimile (908) 849-7981
www.ustitlesolutions.com
Report powered by LandIT

http://www.land-it.com/ustreports/htmlreports/77694.htm
REPORT OF TITLE

1 DATE OF THIS REPORT 5/11/2017

EXAMINED FROM 3/18/1998

EXAMINED THRU 4/21/2017

2 THE ESTATE OR INTEREST IN THE LAND DESCIBED OR REFERRED TO IN THIS REPORT IS:

Fee Simple

3 TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

New Jersey Educational Facilities Authority

SOURCE OF TITLE:


4 THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

Deed Description for Hockey Rink Lease Area:

Beginning at a point at the beginning of the thirteenth course of Tract Two Parcel One in Deed Book G105 Page 287 and from said beginning point running thence;

1. North 66°47'39" West 247.54 feet to a point;

2. North 61°21'30" West 146.65 feet to a point in the easterly right-of-way line of the Erie Lackawanna Railroad Company;

3. Along said easterly right-of-way line of the Erie Lackawanna Railroad Company North 23°44'30" East 815.05 feet to a point;

4. South 81°10'46" East, 407.33 feet to a point;

5. South 23°44'20" West, 930.14 feet to the point and place of beginning.

Legal Description for Ball Field Lease Area:
Beginning at a point in the fifth course of Tract Two Parcel One, in Deed Book G105 Page 287 being distant South 19°56′38″ East 420.02 feet from the fifth corner; and from said beginning point running thence,

1. South 19°56′38″ East 248.49 feet to a point;

2. South 35°10′03″ West 392.05 feet to a point;

3. North 80°12′31″ West 476.56 feet to a point;

4. North 09°47′29″ East 570.00 feet to a point;

5. South 80°12′31″ East 521.33 feet to the point and place of beginning.
US TITLE SOLUTIONS
FILE NO. 56252-NJ1701-5018  REFERENCE NO. Montclair State

SCHEDULE B

This is not a commitment or preliminary report of title to issue a policy or policies of title insurance. The exhibits set forth herein are intended to provide you with notice of matters affecting title to the land described in this report.

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.

2. Mortgages returned herein. (-0-). See Separate Mortgage Schedule.

3. Any state of facts which an accurate survey might show or survey exceptions set forth herein.

4. Rights of tenants or person in possession.

(Judgments, Liens and UCC)

5. None within period searched

(Covenants/Restrictions)

6. None within period searched

(Easements and Rights of Way)

7. None within period searched
US TITLE SOLUTIONS
FILE NO. 56252-NJ1701-5018  REFERENCE NO. Montclair State

MORTGAGE SCHEDULE

None within period searched
COURT RECORD SEARCH REPORT

Report Date: May 1, 2017
Searcher’s Initials: NB

Client Reference: UST 56252

Contact: Erin Fagan
Email Address: EFAGAN@USTITLESOLUTIONS.COM

Total Page Count: 4

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<td>County Clerk’s Office, NJ – All 21 Counties</td>
<td>No Record/s Found</td>
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<td>Judgments</td>
<td>Superior Court – Law &amp; Special Civil Parts, NJ – All 21 Counties</td>
<td>No Record/s Found</td>
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<td>4 Record/s Found</td>
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<td>U.S. District Court – The District of New Jersey</td>
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Please note: Signature Information Solutions LLC has made every reasonable effort to acquire accurate information from the records searched. The content of this report is “as is” and Signature Information Solutions LLC expressly disclaims any and all warranties, including but not limited to, the warranties of merchantability and fitness for a particular purpose or use.

This is a Database Report – A statewide search was conducted. Cases may not display a relevant status. Verifications of case status are available upon request and there may be an additional fee. Other Courts and indexes may be searched for additional fees.
REFERENCE: B90743036
STATE: NJ
SUPERIOR CT LAW DIV
VENUE: ESSEX
CASE: L 006935 01

DATE ENTERED: 08/01/01
ACTION: PERS INJUR

PLAINTIFF:
BRETT DILIBERTO
DAMARIS ADAMO

ATTY FOR PLTF: HEILMAN & CURRAN

DEFENDANT:
DEVIN CLEMENTE
96 GATES AVE, MONTCLAIR, NJ 07042
JOHN DOES 1-5
(No Address)
ABC CORP 1-5
(No Address)
FLOYD HALL ENTERPRISES LLC
1 HALL DR, LITTLE FALLS, NJ 07424

*** End of Abstract ***

REFERENCE: B9889877
STATE: NJ
SUPERIOR CT LAW DIV
VENUE: MORRIS
CASE: L 003525 02

DATE ENTERED: 11/08/02
ACTION: PERS INJUR

PLAINTIFF:
RICHARD HRYCYSYN
LORRAINE HRYCYSYN

ATTY FOR PLTF: PRO SE

DEFENDANT:
JOHN DOES 1-10
(No Address)
ABC CO 1-10
(No Address)
K MAFT
(No Address)
TIG MONTCLAIR STATE UNIVERSITY
(No Address)
K & K INSURANCE GROUP
(No Address)
FLOYD HALL ENTERPRISES LLC
(No Address)

*** End of Abstract ***
STATE FARM INDEMNITY COMPANY

ATTY FOR PLTF: MAYER, LLC SUZANNE E-
PRINCETON FORRESTAL VILLAGE
116 VILLAGE BLVD SUITE 200
PRINCETON NJ 08540-5700
7323239003

DEFENDANT:
SKYLANDS PARK
(No Address)
Dismissed 11/07/13

MILLENIUM SPORTS MGT INC
(No Address)

FLOYD HALL ENTERPRISES
(No Address)

SUSSEX SKYHAWKS
(No Address)

JOHN DOES 1-5
(No Address)

ABC CORPS 1-5
(No Address)

DEF CORPS 1-5
(No Address)

GHI CORPS 1-5
(No Address)

JKL CORPS 1-5
(No Address)

JANE DOES 1-5
(No Address)

------------------

*** End of Abstract ***

--------------------------------------------------------------------------------
REFERENCE: B18202015  STATE: NJ  SUPERIOR CT LAW DIV
SUIT: SL-0006008-2013  VENUE: ESSEX
DATE ENTERED: 07/26/13  ACTION: PERS INJUR  CASE: SL-006008-2013

PLAINTIFF:
MAXIM PANKOV
ATTY FOR PLTF: FERDINAND LANE M LA W OFFICES O

DEFENDANT:
MAXIM S BOLOTIN
(No Address)
Dismissed 05/13/15
FLOYD HALL ARENA
(No Address)
FLOYD HALL ENTERPRISES INC
(No Address)
RICHARD J CODEY ARENA
(No Address)
COUNTY OF ESSEX
(No Address)
JOHN DOES 1-10
(No Address)
JOHN ROES 1-10
(No Address)
PETER DOES 1-10
(No Address)

---------------
FLOYD HALL ARENA ADDED TO OUR INDEX.
FLOYD HALL ADDED TO OUR INDEX.
FLOYD ARENA ADDED TO OUR INDEX.
RICHARD J CODEY ADDED TO OUR INDEX.
RICHARD J ARENA ADDED TO OUR INDEX.

*** End of Abstract ***
Public Record Information
For the Sole Use Of:

US TITLE SOLUTIONS LLC
ROUNDVALLEY EXECUTIVE CENTRE
3 WERNER WAY, STE 300
LEBANON, NJ 08833

Attention:

Search Number: UCC-072-1118

Name Searched: HALL SPORTS ENTERPRISES, LLC

Address Requested: NO
County: ALL, NJ
Municipality: ALL
Street Address: NONE

UCC's for This Address Only? NO

Notice

The following information is derived from a State Index and a proprietary Database of public records abstracts. While the Database is maintained to a high level of accuracy, Signature Information Solutions LLC does not certify or warrant its accuracy, adequacy or completeness. Copies and updates are available upon request at scheduled prices.

Finding

****** No Filings Found ******

Thru Date: 3/9/17
Report Date: 3/13/17
Search Fee: $55.00

Total Pages: 1
LT/MM

Signature Information Solutions LLC, Phone: 800 792 8888 Fax: 866 235 6274 www.signatureinfo.com 02-19-2008
New Jersey State
UCC Report

Reference:
UST 56252
Account Number:
713135590

Public Record Information
For the Sole Use Of:

US TITLE SOLUTIONS LLC
ROUNDVALLEY EXECUTIVE CENTRE
3 WERNER WAY STE 300
LEBANON, NJ 08833

Attention:

Search Number: UCC-011-1126

Name Searched: FLOYD HALL ENTERPRISES, LLC

Address Requested: NO
County: ALL, NJ
Municipality: ALL
Street Address: NONE

UCC's for This Address Only? NO

Notice

The following information is derived from a State Index and a proprietary Database of public records abstracts. While the Database is maintained to a high level of accuracy, Charles Jones does not certify or warrant its accuracy, adequacy or completeness. Copies and updates are available upon request at scheduled prices.

Finding
See attached sheets for UCC Filings & UCC Filing Copies found in the State Index and our Database that meet your Information Request.

Thru Date: 1/9/17
Search Fee: $55.00

Total Pages: 4

Signature Information Solutions LLC, Phone: 800.792.8888 Fax: 866 235 6274 www.signatureinfo.com

02-19-2008
DIVISION OF COMMERCIAL RECORDING

UCC: 50512874
FILE DATE: 05/03/13
SECURED PARTY:
LCA BANK CORP
STE 218
1375 DEER VALLEY DR, PARK CITY, UT 84060

DEBTOR(S):
FLOYD HALL ENTERPRISES, LLC
ONE HALL DR
LITTLE FALLS, NJ 07424

COLLATERAL: EQUIPMENT
COMMENTS: ALL PAGES

*** End of Abstract ***

==================================================================================================

DIVISION OF COMMERCIAL RECORDING

UCC: 51591304
FILE DATE: 03/21/16
SECURED PARTY:
LCA BANK CORPORATION
1375 DEER VALLEY DR SUITE 216
PARK CITY, UT 84060

DEBTOR(S):
FLOYD HALL ENTERPRISES, L.L.C
ONE HALL DR
LITTLE FALLS, NJ 07424

COLLATERAL: EQUIPMENT
COMMENTS: ALL PAGES

*** End of Abstract ***

==================================================================================================
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
CT Lien Solutions
8003341312

B. E-MAIL CONTACT AT FILER (optional)
solack@uccdirect.com

C. SEND ACKNOWLEDGMENT TO (Name and Address)
CT Lien Solutions
P.O. Box 2071
Glendale, CA 91209-9071
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filing

Filing Number: 51911304
03/21/16 9:27:02

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b). Use exact full name; do not omit, misly, or abbreviate any part of the Debtor's name if any part of the individual Debtor's name will not fit in line 1b. Leave all of Item 1 blank, check here □ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1A).

1a. ORGANIZATION'S NAME

FLOYD HALL ENTERPRISES, LLC

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

LITTLE FALLS

NJ

07424

US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b). Use exact full name; do not omit, misly, or abbreviate any part of the Debtor's name, if any part of the individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here □ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1A).

2a. ORGANIZATION'S NAME

I.C.A. BANK CORPORATION

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

1375 DEER VALLEY DR, SUITE 218

PARK CITY

UT

84060

US

3. SECURED PARTY'S NAME (see NAME OF ASSIGNEE OR ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b).

3a. ORGANIZATION'S NAME

I.C.A. BANK CORPORATION

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

1375 DEER VALLEY DR, SUITE 218

PARK CITY

UT

84060

US

4. COLLATERAL: This financing statement covers the following collateral: "All of the Equipment referenced in the Lease Agreement #129522-003, which Equipment is generally described as: 'COPIER EQUIPMENT'. And all proceeds (including cash, non-cash and insurance proceeds), all additions, additions and attachments, and all substitutions and replacements."

5. Check only if applicable and check only one box: Collateral is □ held in a Trust (see UCC1A, Item 17 and Instructions) □ being administered by a Debtor's Personal Representative

6a. Check only if applicable and check only one box:

□ Public Finance Transaction □ Manufacturing Lease Transaction □ A Debtor is a Telecommunications Utility □ Agricultural Lien □ Non-UCC Financing

6b. Check only if applicable and check only one box:

□ Licensee/Lessor □ Lien on Government Property □ Fall Through Deed □ Sale/Transfer □ Licensee/Leasee

7. ALTERNATIVE DESIGNATION (if applicable):

8. OPTIONAL FILER REFERENCE DATA:

N1-0-35040353

UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)
Title #: UST 56252  Order #: MT-011-5658692

NEW JERSEY TAX & ASSESSMENT SEARCH

For: US TITLE SOLUTIONS LLC

BLOCK : 251
LOT : 12
QUAL : X
XLOT :

ASSESSED OWNER : NEW JERSEY EDUCATIONAL FACILITIES
BILLING ADDRESS : 133 FRANKLIN CORNER ROAD LAWRENCE TOWNSHIP, NJ 08648-2531
LOT ADDRESS : MONTCLAIR STATE UNIV
PASSAIC (MUNI CODE: 1605) : LITTLE FALLS TWP (973) 256-0994
225 MAIN STREET 35 STEVENS AVENUE LITTLE FALLS NJ 07424

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION, RESALES & CO
(FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 256-6182 FOR INSPECTION
INSPECTION FEE 5
ASSESSOR'S CODE : 15C - PUBLIC PROPERTY (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)
APX. LOT SIZE :
ASSESSED VALUES : LAND : $0 IMP. : $2,265,200 TOT. : $2,265,200
TAX RATE : $3.121 PER $100 OF ASSESSED VALUE
TAX EXEMPTIONS : FULLY EXEMPT.
2016 TAXES : EXEMPT
-2017 - DUE DATE :
QTR1 - 02/01 : EXEMPT
QTR2 - 05/01 : EXEMPT
QTR3 - 08/01 : TO BE DETERMINED
QTR4 - 11/01 : TO BE DETERMINED
-2018 - DUE DATE :
QTR1 - 02/01 : TO BE DETERMINED
QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : PENDING ADDED/OMITTED IF PROPERTY PURCHASED BY NON-EXEMPT OWNER FROM DATE OF PURCHASE, DATE OF LOSS OF EXEMPT STATUS OR CERTIFICATE OF OCCUPANCY.
WATER ACCOUNT #: PRIVATE - NJ AMERICAN WATER CO. 131 WOODCREST ROAD CHERRY HILL,NJ 08034 800-272-1325
SEWER ACCOUNT #: INCLUDED WITH TAXES
CONFIRMED ASSESSMENTS : NONE
LIENS : NONE
ADDITIONAL BILLING : SEE ADDENDUM

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:
Signature Information Solutions LLC guarantees that the above information accurately reflects the contents of the public record as of 01/11/2017

REPORT FEE: $35.00

Phone (800) 477-8288 Fax (800) 677-3272 P.O. Box 8488, Trenton, NJ 08650-0488
Page 1 of 2
Title #: UST 56252  Order #: MT-011-5658692

NEW JERSEY TAX & ASSESSMENT SEARCH

For: US TITLE SOLUTIONS LLC

BLOCK : 251  LOT : 12  QUAL : X  XLOT :  

ASSESSED OWNER : NEW JERSEY EDUCATIONAL FACILITIES
BILLING ADDRESS : 133 FRANKLIN CORNER ROAD LAWRENCE TOWNSHIP, NJ 08648-2531
LOT ADDRESS : MONTCLAIR STATE UNIV
PASSAIC  
(MUNI CODE: 1605)  225 MAIN STREET 35 STEVENS AVENUE LITTLE FALLS NJ 07424

ADDITIONAL BILLING
Information To Follow

Signature Information Solutions LLC guarantees that the above information accurately reflects the contents of the public record as of 01/11/2017

REPORT FEE: $35.00

Phone (800) 477-8288 ▬ Fax (800) 677-3272 ▬ P.O. Box 8488, Trenton, NJ 08650-0488
For: US TITLE SOLUTIONS LLC

NEW JERSEY TAX & ASSESSMENT SEARCH

Title #: UST 56252  Order #: MT-011-5658694

BLOCK : 250
LOT : 1
QUAL : X
XLOT :

ASSESSED OWNER : NEW JERSEY EDUCATIONAL FACILITIES
BILLING ADDRESS : 133 FRANKLIN CORNER RD LAWRENCE TOWNSHIP, NJ 08648-2531
LOT ADDRESS : MONTCLAIR STATE UNIV
PASSAIC
(MUNI CODE: 1605) 225 MAIN STREET 35 STEVENS AVENUE LITTLE FALLS TWP (973) 256-0994

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION, RESALES & CO
SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 256-6182 FOR INSPECTION
INSPECTION FEE 35

ASSESSOR'S CODE : 15C - PUBLIC PROPERTY
(APX. LOT SIZE :

ASSESSED VALUES : LAND: $0 IMP: $15,541,700 TOT: $15,541,700
TAX RATE :
$3.121 PER $100 OF ASSESSED VALUE
TAX EXEMPTIONS : FULLY EXEMPT.

2016 TAXES : EXEMPT
-2017 - DUE DATE :

QTR1 - 02/01 : EXEMPT
QTR2 - 05/01 : EXEMPT
QTR3 - 08/01 : TO BE DETERMINED
QTR4 - 11/01 : TO BE DETERMINED

-2018 - DUE DATE :

QTR1 - 02/01 : TO BE DETERMINED
QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : PENDING ADDED/OMITTED IF PROPERTY PURCHASED BY NON-EXEMPT OWNER FROM DATE OF PURCHASE, DATE OF LOSS OF EXEMPT STATUS OR CERTIFICATE OF OCCUPANCY.

WATER ACCOUNT #: PRIVATE - NJ AMERICAN WATER CO. 131 WOODCREST ROAD CHERRY HILL, NJ 08034 800-272-1325

SEWER ACCOUNT #: INCLUDED WITH TAXES

CONFIRMED ASSESSMENTS : NONE
LIENS : NONE

ADDITIONAL BILLING : SEE ADDENDUM

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Signature Information Solutions LLC guarantees that the above information accurately reflects
the contents of the public record as of 01/11/2017

REPORT FEE: $35.00

Phone (800) 477-8288  Fax (800) 677-3272  P.O. Box 8488, Trenton, NJ 08650-0488

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<td>133 FRANKLIN CORNER RD LAWRENCE TOWNSHIP, NJ 08648-2531</td>
<td>MONTCLAIR STATE UNIV</td>
<td>LITTLE FALLS TWP (973) 256-0994</td>
<td>1605</td>
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**ADDITIONAL BILLING**

Information To Follow

*Signature Information Solutions LLC* guarantees that the above information accurately reflects the contents of the public record as of 01/11/2017

**REPORT FEE:** $35.00

Phone (800) 477-8288 ■ Fax (800) 677-3272 ■ P.O. Box 8488, Trenton, NJ 08650-0488
Schedule 14(m)

Tenants

2. Parabolic Performance & Rehabilitation Little Falls, LLC
3. Montclair Hockey Club
Schedule 14(q)

Contracts

1. Agreement between Montclair Hockey Club and FHE last signed by FHE on 1/26/01 and Addendum thereto signed by both parties dated 7/30/08.
3. Floyd Hall Arena Sublease Agreement between FHE and Sports Plus of NJ dated December 1, 2014
4. Floyd Hall Arena Pro Shop Lease between FHE and Sports Plus of NJ dated April 1, 2007
5. Agreement for Payment to Municipality in Lieu of Taxes between FHE and the Township of Little Falls dated December __, 1998
Exhibit 14(v)

Property Insurance and Liability Insurance
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945

COMMON POLICY DECLARATIONS
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

IL0017 (11-98) IL0208 (09-07) IL0260 (02-10) IL0985-0115 AIL00140211 AIL00150211

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: ___________________________ DATE: ___________________________ BY: ___________________________

AUTHORIZED REPRESENTATIVE

IL DS OD 09 08 05-16-16 Page 2 of 17
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREM. NO. 1 BLDG. NO. 1
ONE HALL DR
LITTLE FALLS, NJ 07424
ICE SKATING FACILITY

COVERAGES PROVIDED

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CAUSE OF LOSS</th>
<th>DED</th>
<th>COINSURANCE</th>
<th>LIMIT OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>AGREED VALUE</td>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>BUSINESS PERSONAL PROPERTY</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>AGREED VALUE</td>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>BUSINESS INCOME - INCLUDING RENTAL VALUE</td>
<td>SPECIAL-Incl theft</td>
<td></td>
<td></td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>BUSINESS INCOME WITH EXTRA EXPENSE</td>
<td>SPECIAL-Incl theft</td>
<td></td>
<td></td>
<td>1,290,000</td>
</tr>
<tr>
<td></td>
<td>EXTENDED PERIOD OF INDEMNITY 90 DAYS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OPTIONAL COVERAGES

BUILDING: REPLACEMENT COST
PERSONAL PROPERTY: REPLACEMENT COST
PROT. SAFEGUARDS: P-1 Automatic Sprinkler System
**NAMED INSURED AND MAILING ADDRESS**

**HALL SPORTS, LLC**
**ONE HALL DR**
**LITTLE FALLS NJ 07424**

**AGENCY AND MAILING ADDRESS**

**Safehold Special Risk, Inc.**
**230 Commerce Way**
**STE 230**
**Portsmouth NH 03801**

**POLICY PERIOD:** From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

### COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CAUSE OF LOSS</th>
<th>DED $</th>
<th>COINSURANCE</th>
<th>LIMIT OF INSURANCE $</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUILDING</strong></td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>AGREED VALUE</td>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td><strong>BUSINESS PERSONAL PROPERTY</strong></td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>AGREED VALUE</td>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td>SEE BLANKET SUMMARY</td>
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<tr>
<td><strong>BUSINESS INCOME - INCLUDING RENTAL VALUE</strong></td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
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<tr>
<td><strong>BUSINESS INCOME WITH EXTRA EXPENSE</strong></td>
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<td>50%</td>
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<td>231,000</td>
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<td><strong>EXTENDED PERIOD OF INDEMNITY</strong></td>
<td></td>
<td></td>
<td></td>
<td>90 DAYS</td>
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</tbody>
</table>

**OPTIONAL COVERAGES**

- **BUILDING:** REPLACEMENT COST
- **PERSONAL PROPERTY:** REPLACEMENT COST

**PROT. SAFEGUARDS:** P-1 Automatic Sprinkler System
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-635-6945
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS, NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREM. NO. 3 BLDG. NO. 1
ONE INDEPENDENCE WAY
DANBURY CT 06810
ICE SKATING FACILITY

COVERAGES PROVIDED
INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CAUSE OF LOSS</th>
<th>DED $</th>
<th>COINSURANCE</th>
<th>LIMIT OF INSURANCE $</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING AGREED VALUE</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
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<td>BUSINESS PERSONAL PROPERTY</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
<tr>
<td>BUSINESS INCOME - INCLUDING RENTAL VALUE</td>
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<td>613,000</td>
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<td></td>
</tr>
<tr>
<td>BUSINESS INCOME WITH EXTRA EXPENSE</td>
<td>SPECIAL-Incl theft</td>
<td>90 DAYS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OPTIONAL COVERAGES

BUILDING: REPLACEMENT COST
PERSONAL PROPERTY: REPLACEMENT COST
NOVA CASUALTY COMPANY  
A STOCK INSURANCE COMPANY  
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210  
1-866-637-6945  
COMMERICAL PROPERTY  
RENEWAL DECLARATION  

POLICY NO. WSI-CL-0010044-3  
RENEWAL OF WSI-CL-0010044-2  

NAMED INSURED AND MAILING ADDRESS  
HALL SPORTS, LLC  
ONE HALL DR  
LITTLE FALLS NJ 07424  

AGENCY AND MAILING ADDRESS  
Safehold Special Risk, Inc.  
230 Commerce Way  
STE 230  
Portsmouth NH 03801  

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.  

<table>
<thead>
<tr>
<th>PREM. NO.</th>
<th>4</th>
<th>BLDG. NO.</th>
<th>1</th>
<th>101 MADISON AVE</th>
<th>CLIFTON NJ 07013</th>
<th>DWELLING</th>
</tr>
</thead>
</table>

COVERAGES PROVIDED  
INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN  

<table>
<thead>
<tr>
<th>COVERAGE</th>
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</thead>
<tbody>
<tr>
<td>BUILDING AGREED VALUE</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
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<tr>
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<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>SEE BLANKET SUMMARY</td>
</tr>
</tbody>
</table>

OPTIONAL COVERAGES  
BUILDING: REPLACEMENT COST  
PERSONAL PROPERTY: REPLACEMENT COST  

BLANKET SUMMARY - BUILDING AND PERSONAL PROPERTY  

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CAUSE OF LOSS</th>
<th>DED $</th>
<th>COINSURANCE</th>
<th>LIMIT OF INSURANCE $</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING AND PERSONAL PROPERTY AGREED VALUE</td>
<td>SPECIAL-Incl theft</td>
<td>5,000</td>
<td>100%</td>
<td>23,567,000</td>
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<tr>
<td>AGREED VALUE: $ 23,567,000</td>
<td>EXP DATE: 04-30-17</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOVA CASUALTY COMPANY  
A STOCK INSURANCE COMPANY  
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210  
1-866-633-6945  
COMMERCIAL PROPERTY  
RENEWAL DECLARATION  

POLICY NO. WSI-CL-0010044-3  
RENEWAL OF WSI-CL-0010044-2  

NAMED INSURED AND MAILING ADDRESS  
HALL SPORTS, LLC  
ONE HALL DR  
LITTLE FALLS NJ 07424  

AGENCY AND MAILING ADDRESS  
Safehold Special Risk, Inc.  
230 Commerce Way  
STE 230  
Portsmouth NH 03801  

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.  

<table>
<thead>
<tr>
<th>MANUSCRIPT FORMS:</th>
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</thead>
<tbody>
<tr>
<td>CP1510 (10-12) - ORDINARY PAYROLL LIMITATION OR EXCLUSION</td>
</tr>
<tr>
<td>PREM. NO./BLDG. NO.</td>
</tr>
<tr>
<td>ADDITIONAL EXEMPTIONS</td>
</tr>
<tr>
<td>EMPLOYEES</td>
</tr>
</tbody>
</table>

| CP1410 (06-95) - ADDITIONAL COVERED PROPERTY |
| PREM. NO. | BLDG. NO. | TYPE OF PROPERTY: BUILDING |
| DESCRIPTION OF PROPERTY: |
| UNDERGROUND PIPES, FLUES AND DRAINS |
| PARAGRAPH REFERENCE: |
| 2.M. |
| PREM. NO. | BLDG. NO. | TYPE OF PROPERTY: BUILDING |
| DESCRIPTION OF PROPERTY: |
| UNDERGROUND PIPES, FLUES AND DRAINS |
| PARAGRAPH REFERENCE: |
| 2.M. |

ACP01030512 - ICE RINK PIPING AND EXCAVATION COSTS, LIMIT $ 250,000 PREMIUM INCLUDED  
ACP01060512 - EQUIPMENT BREAKDOWN CHANGES - COMPUTER EQUIPMENT  
ACP01001113 - ENHANCED PROPERTY INSURANCE COVERAGE ENDORSEMENT, LIMIT $ 23,567,000 PREMIUM INCLUDED  

TOTAL PROPERTY PREMIUM $36,059
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-683-6945
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LOSS PAYEES:
CP1218 (10-12) - C. LOSS PAYABLE
MONTCLAIR STATE UNIVERSITY
COLLEGE HALL RM 231 NORMAL AVE
UPPER MONTCLAIR NJ 07043

CP1218 (10-12) - C. LOSS PAYABLE
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
101 COLLEGE RD
PRINCETON NJ 08540

CP1218 (10-12) - C. LOSS PAYABLE
PITNEY BOWES GLOBAL FINANCIAL SERVICES
PO BOX 856460
LOUISVILLE KY 40285-6460

CP1218 (10-12) - C. LOSS PAYABLE
MOBILE MINI INC
ATTN: BILLING
7420 S KYRENE RD, STE 101 TEMPE AZ 85283

CP1218 (10-12) - C. LOSS PAYABLE
MONTCLAIR STATE UNIVERSITY
COLLEGE HALL RM 231 NORMAL AVE
UPPER MONTCLAIR NJ 07043

CP1218 (10-12) - C. LOSS PAYABLE
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
101 COLLEGE RD
E PRINCETON NJ 08540

CP1218 (10-12) - C. LOSS PAYABLE
PITNEY BOWES GLOBAL FINANCIAL SERVICES
PO BOX 856460
LOUISVILLE KY 40285-6460

DESCRIPTION OF PROPERTY:
AS RESPECTS BUILDING & PERSONAL PROP
AT LOCATION 1

BUILDING & PERSONAL PROPERTY
AT LOCATION 1

MAIL MACHINE VALUED AT $8,389
AT LOCATION 1

TRAILER VALUED AT $12,000
AT LOCATION 2

BUILDING AND PERSONAL PROPERTY
AT LOCATION 2

BUILDING AND PERSONAL PROPERTY
AT LOCATION 2

MAIL MACHINE VALUED AT $3,328
AT LOCATION 3
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945

COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS 10123

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LOSS PAYEES:

CP1219 (06-07) - ADD'TL INSURED-BUILDING OWNER
CITY OF DANBURY
155 DEER HILL AVE
DANBURY, CT 06810

CP1219 (06-07) - ADD'TL INSURED-BUILDING OWNER
REDEVELOPMENT AGENCY OF THE CITY OF DANBURY
155 DEER HILL AVE
DANBURY, CT 06810

CP1218 (10-12) - C. LOSS PAYABLE
LCA BANK AND/OR ITS ASSIGNS
PO BOX 1650
TROY NY 48099

DESCRIPTION OF PROPERTY:

LOCATION 3

BUSINESS PERSONAL PROPERTY

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS $357

FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL PROPERTY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

CP0090 (07-88) ILD111 (11-03) ILD0935 (07-02) CP0140 (07-06) CP0141 (10-12) CP0010 (10-12)
CP1030 (10-12) CP0030 (10-12) CP0180 (03-12) CP1510 (10-12) CP1410 (06-95) ACPO070610
ACP01030512 ACP01060512 ACP00660610 ACP01001113 CP1218 (10-12) CP1219 (06-07)
ILD922 (01-15)

 THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: ____________________________ DATE: ______________ BY: ____________________

AUTHORIZED REPRESENTATIVE

CP DS 00 10 CD 05-16-16 SR Page 9 of 17
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.
THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS.

LIMITS OF INSURANCE

<table>
<thead>
<tr>
<th>General Aggregate</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>Products-Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal Injury &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Premises Rented to You</td>
<td>$300,000</td>
</tr>
<tr>
<td>Any One Premises Excluded</td>
<td>Any One Person</td>
</tr>
<tr>
<td>Medical Expense</td>
<td>EXCLUDED</td>
</tr>
</tbody>
</table>

LIQUOR LIABILITY COVERAGE

LIMITS OF INSURANCE

| Aggregate | $2,000,000 |
| Each Occurrence | $1,000,000 |

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC # 1: ONE HALL DR BLDG 1
ICE SKATING FACILITY
LITTLE FALLS, NJ

LOC # 2: ONE HALL DR BLDG 2
BALL PARK
LITTLE FALLS, NJ 07424

LOC # 4: 101 MADISON AVE
CLIFTON, NJ 07013

DWELLING
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-635-6945
COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

<table>
<thead>
<tr>
<th>LOC CLASSIFICATION</th>
<th>CODE</th>
<th>PREMIUM BASIS</th>
<th>PMS RATE</th>
<th>PDTS RATE</th>
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<tbody>
<tr>
<td>1 ICE SKATING FACILITY-PUBLIC SKATING</td>
<td>48177</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 ICE SKATING FACILITY-RINK SPONSORED</td>
<td>48177</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 ICE SKATING FACILITY GROUP W/ INS</td>
<td>48177</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 RETAIL SHOP-CONCESSION STAND</td>
<td>18435</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 RETAIL SHOP-ALL OTHER</td>
<td>18435</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>1 ARCADES</td>
<td>10015</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>2 RETAIL SHOP-CONCESSION STAND</td>
<td>18435</td>
<td>RECEIPTS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>2 MINOR LEAGUE BASEBALL</td>
<td>40069</td>
<td>SPECTATORS</td>
<td>INCL</td>
<td>INCL</td>
</tr>
<tr>
<td>4 OFFICE PREMISES LIABILITY</td>
<td>61224</td>
<td>AREA</td>
<td>INCL</td>
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</tbody>
</table>

LIQUOR LIABILITY
PACKAGE STORES & OTHER
59211 GROSS SALES

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC # 3: ONE INDEPENDENCE WAY
DANBURY, CT 06810
ICE SKATING FACILITY

<table>
<thead>
<tr>
<th>LOC CLASSIFICATION</th>
<th>CODE</th>
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<tbody>
<tr>
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<td>RECEIPTS</td>
<td>INCL</td>
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<td>INCL</td>
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<tr>
<td>3 ARCADES</td>
<td>10015</td>
<td>RECEIPTS</td>
<td>INCL</td>
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</table>

LIQUOR LIABILITY
RESTAURANTS, TAVERNS, HOTEL
58161 GROSS SALES
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ADDITIONAL INSURED(S)

LARRY HALL
ONE HALL DR
LITTLE FALLS NJ 07424
LIQUOR LICENSE IS IN LARRY HALL’S NAME

PER FORM: CG2026 (04-13)

MANUSCRIPT FORMS:

CG2407 (01-96) : PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED
Description of Premises and Operations:
FOOD, BEVERAGE AND/OR OTHER NON PERISHABLE ITEMS DISTRIBUTION

CG0435 (12-07) : EMPLOYEE BENEFITS LIABILITY COVERAGE

<table>
<thead>
<tr>
<th>Limit of Insurance</th>
<th>Deductible</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 Each Employee</td>
<td>$1,000 Each Employee</td>
<td>$279</td>
</tr>
<tr>
<td>$2,000,000 Aggregate</td>
<td>$1,000 Each Employee</td>
<td></td>
</tr>
</tbody>
</table>

Retrospective Date: 04/30/2013

AGLO5350612 : Legal Liability to Participants
Limit $1,000,000

AGLO5240812 : LIMITATION OF COV TO DESIGNATED PREM, ACTV, GPS
ONLY LOCATIONS SPECIFICALLY SCHEDULED IN THE DECLARATIONS
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-635-6943
COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

<table>
<thead>
<tr>
<th>NAMED INSURED AND MAILING ADDRESS</th>
<th>AGENCY AND MAILING ADDRESS</th>
<th>POLICY NO. WSI-CL-0010044-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>HALL SPORTS, LLC</td>
<td>Safehold Special Risk, Inc.</td>
<td>RENEWAL OF WSI-CL-0010044-2</td>
</tr>
<tr>
<td>ONE HALL DR</td>
<td>230 Commerce Way</td>
<td></td>
</tr>
<tr>
<td>LITTLE FALLS NJ 07424</td>
<td>STE 230</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Portsmouth NH 03801</td>
<td></td>
</tr>
</tbody>
</table>

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

AGLO5400612 : LIMITED FIREWORKS COVERAGE

AGLO5840812 : SEXUAL MISCONDUCT/MOLESTATION LIABILITY COVERAGE

Limit $1,000,000 Aggregate $2,000,000 Deductible N/A

MANUSCRIPT FORMS:

CG2135 (10-01) : EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
DESCRIPTION AND LOCATION OF PREMISES:
ALL OPERATIONS AND LOCATIONS OF THE NAMED INSURED

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS $585

TOTAL PREMIUM $59,104
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-653-6945
COMMERCIAL GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS

HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS

Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

FORMS AND ENDORSEMENTS
APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
CG2135 (10-01) IL0021 (09-08) CG0001 (04-13) AGL00570017 CG2106 (05-14) AGL05260612
AGL05270612 AGL05300612 CG2147 (12-07) CG2149 (09-99) CG2408 (10-93) CG0033 (04-13)
CG2985 (03-91) CG2520 (10-93) IL0141 (09-08) AIL00341011 AIL00351011 IL0140 (09-08)
AIL00331011 CG2607 (01-96) CG0435 (12-07) CG2196 (03-05) CG2167 (12-04) AGL01350116
AGL05300612 AGL05240812 AGL05400612 AGL05840812 AGL05180612 CG2170 (01-15)
CG2026 (04-13) CG2109 (06-15) CG2721 (04-13) CG2857 (09-01)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: ____________________________ DATE: ___________ BY: __________________________

CG DS 01 10 01 05-16-16 Page 14 of 17
NOVA CASUALTY COMPANY  
A STOCK INSURANCE COMPANY  
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210  
1-866-633-6945  
COMMERCIAL AUTOMOBILE POLICY  
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3  
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS  
HALL SPORTS, LLC  
ONE HALL DR  
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS  
Safehold Special Risk, Inc.  
230 Commerce Way  
STE 230  
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. standard time at your mailing address shown above.  
The named insured is: LIMITED LIABILITY COMPANY  
Business description: ICE RINK / MLB

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO-SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

<table>
<thead>
<tr>
<th>COVERED AUTOS SYMBOLS</th>
<th>COVERAGES</th>
<th>LIMITS</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LIABILITY</td>
<td>$1,000,000 EACH ACCIDENT MINUS $DED</td>
<td>$2,812</td>
</tr>
<tr>
<td>5</td>
<td>PERSONAL INJURY PROTECTION - PIP</td>
<td>Total Aggregate medical expense Benefits $1,000 Medical Expense Benefits Deductible $</td>
<td>$325</td>
</tr>
<tr>
<td>2</td>
<td>AUTO MEDICAL PAYMENTS</td>
<td>$5,000 EACH PERSON</td>
<td>$117</td>
</tr>
<tr>
<td>6</td>
<td>UNINSURED MOTORISTS - UM</td>
<td>$1,000,000 EACH ACCIDENT</td>
<td>$109</td>
</tr>
<tr>
<td>6</td>
<td>UNDERINSURED MOTORISTS - UIM</td>
<td>Included in UNINSURED MOTORIST coverage</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>PHYSICAL DAMAGE: COMPREHENSIVE COVERAGE</td>
<td>Actual Cash Value or Cost of Repairs, whichever is less, minus Deductible for each covered auto (see Item Three) - no Ded. applies to loss caused by fire/lightning.</td>
<td>$166</td>
</tr>
<tr>
<td></td>
<td>PHYSICAL DAMAGE: SPECIFIED CAUSES OF LOSS COVERAGE</td>
<td>Actual Cash Value or Cost of Repairs, whichever is less, minus Deductible (see Item Three) for each covered auto for loss caused by mischief or vandalism.</td>
<td>$</td>
</tr>
</tbody>
</table>
NOVA CASUALTY COMPANY
A STOCK INSURANCE COMPANY
726 EXCHANGE STREET, SUITE 1020 BUFFALO, NY 14210
1-866-633-6945
COMMERCIAL AUTOMOBILE POLICY
RENEWAL DECLARATION

POLICY NO. WSI-CL-0010044-3
RENEWAL OF WSI-CL-0010044-2

NAMED INSURED AND MAILING ADDRESS
HALL SPORTS, LLC
ONE HALL DR
LITTLE FALLS NJ 07424

AGENCY AND MAILING ADDRESS
Safehold Special Risk, Inc.
230 Commerce Way
STE 230
Portsmouth NH 03801

POLICY PERIOD: From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

<table>
<thead>
<tr>
<th>COVERED AUTOS SYMBOLS</th>
<th>COVERAGE</th>
<th>LIMITS</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>PHYSICAL DAMAGE: COLLISION COVERAGE</td>
<td>Actual Cash Value or Cost of Repairs, whichever is less, minus Deductible for each covered auto (see item three).</td>
<td>$ 503</td>
</tr>
<tr>
<td></td>
<td>PHYSICAL DAMAGE: TOWING AND LABOR</td>
<td>See Item Three Schedule of Autos</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>ACTS, ERRORS OR OMISSIONS LIABILITY</td>
<td>Aggregate Per Claim Deductible</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PREMIUM FOR ENDORSEMENTS</th>
<th>NEW JERSEY PILSA SURCHARGE</th>
<th>ESTIMATED POLICY PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 250</td>
<td>$ 38.36</td>
<td>$ 4,320.36</td>
</tr>
</tbody>
</table>

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
CAG0001 (10-13) IL0021 (09-08) A1L00341011 A1L00351011 CAG0188 (10-13) ILO141 (09-08)
CA2230 (03-16) CA2268 (10-13) CA2174 (10-13) CA9903 (10-13) CA0184 (10-13) ACA00230512
A1L00331011 CAG0107 (10-13) ILO140 (09-08)

SEE ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

CA 03 10 13  05-16-16  Page 16 of 17
# COMMERCIAL AUTOMOBILE POLICY

## RENEWAL DECLARATION

**POLICY NO. WSI-CL-0010044-3**

RENEWAL OF WSI-CL-0010044-2

---

**NAMED INSURED AND MAILING ADDRESS**

HALL SPORTS, LLC  
ONE HALL DR  
LITTLE FALLS NJ 07424

**AGENCY AND MAILING ADDRESS**

Safehold Special Risk, Inc.  
230 Commerce Way  
STE 230  
Portsmouth NH 03801

**POLICY PERIOD:** From 04/30/2016 to 04/30/2017 at 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

## ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

<table>
<thead>
<tr>
<th>STATE</th>
<th>ESTIMATED COST OF HIRE</th>
<th>RATE PER EACH $100 COST</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>NJ</td>
<td>IF ANY</td>
<td>1.690</td>
<td>MIN $22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE</th>
<th>ESTIMATED COST OF HIRE</th>
<th>RATE PER EACH $100 COST</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>CT</td>
<td>IF ANY</td>
<td>.982</td>
<td>MIN $20</td>
</tr>
</tbody>
</table>

## ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

<table>
<thead>
<tr>
<th>NAMED INSURED'S BUSINESS</th>
<th>RATING BASIS</th>
<th>NUMBER</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other than a Social Service Agency - NJ</td>
<td>Number of employees</td>
<td>26</td>
<td>$184</td>
</tr>
</tbody>
</table>

**TOTAL PREMIUM** $184

---

**THese DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.**

---

**COUNTERSIGNED AT:**  
CA DS 03 10 13  
05-16-16

**PAGE:** 17 of 17  
**DATE:**  
**BY:**  
**AUTHORIZED REPRESENTATIVE**
### COMMERCIAL AUTOMOBILE POLICY

**SCHEDULE OF AUTOS**

- **Policy No.**: WSI-CL-0010044-3
  - **Renewal of**: WSI-CL-0010044-2

#### NAMED INSURED AND MAILING ADDRESS

- **Hall Sports, LLC**
  - **One Hall Dr**
  - **Little Falls NJ 07424**

#### AGENCY AND MAILING ADDRESS

- **Safehold Special Risk, Inc.**
  - **230 Commerce Way**
  - **STE 230**
  - **Portsmouth NH 03801**

**Policy Period**: From 04/30/2016 to 04/30/2017 at 12:01 A.M. Standard Time at Your Mailing Address Shown Above.

#### ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

<table>
<thead>
<tr>
<th>UNIT # 1</th>
<th>'06 Commercial Auto</th>
<th>Ford</th>
<th>Drw Super Du Vin: 1FDFBF37526EA41975</th>
<th>Cost: $32,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>State: NJ</td>
<td>Terr: 103</td>
<td>Zone: Origin Dest</td>
<td>Stated Amount: $</td>
<td>Radius: Local</td>
</tr>
<tr>
<td>Industry: Not Otherwise Age Grp: 6</td>
<td>Liab Ftr: 1.05 Phy Dam Ftr: .75</td>
<td>Size: Medium Truck-GWV: 10,001-20,000 lbs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class: 21199</td>
<td>OTC: Comprehensive</td>
<td>Ded: OTC $1000 Coll $1000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Limits:**
- NJ Liab: $1,000,000
- UM: $1,000,000
- UIM: $
- Med Pay: $5,000
- Towing: $3

**Sound & Receiving:**

<table>
<thead>
<tr>
<th>Liability</th>
<th>PIP</th>
<th>Added PIP</th>
<th>UM</th>
<th>UIM</th>
<th>Med Pay</th>
<th>OTC</th>
<th>Collision</th>
<th>Towing</th>
<th>Snd Recv</th>
<th>Tapes</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,554</td>
<td>$27</td>
<td>$47</td>
<td>$117</td>
<td>$64</td>
<td>$137</td>
<td>$1,946.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNIT # 2</th>
<th>'10 Private Passenger</th>
<th>Mercedes-Benz E350</th>
<th>Vin: WDBF88KB1A127668</th>
<th>Cost: $51,100</th>
</tr>
</thead>
<tbody>
<tr>
<td>State: NJ</td>
<td>Terr: 103</td>
<td>Stated Amount: $</td>
<td>Age Grp: 6</td>
<td></td>
</tr>
<tr>
<td>Class: 7391</td>
<td>Combined Factor: 1.00</td>
<td>OTC: Comprehensive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ded: OTC $1,000 Coll $1,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Limits:**
- NJ Liab: $1,000,000
- UM: $1,000,000
- UIM: $
- Med Pay: $5,000
- Towing: $3

**Sound & Receiving:**

<table>
<thead>
<tr>
<th>Liability</th>
<th>PIP</th>
<th>Added PIP</th>
<th>UM</th>
<th>UIM</th>
<th>Med Pay</th>
<th>OTC</th>
<th>Collision</th>
<th>Towing</th>
<th>Snd Recv</th>
<th>Tapes</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,032</td>
<td>$298</td>
<td>$62</td>
<td>$102</td>
<td>$366</td>
<td>$1,860.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit 24(a)

Sublease Amendment

SECOND SUBLEASE AMENDMENT

THIS SECOND SUBLEASE AMENDMENT is made this ___ day of __________, 2017, by and between:

Montclair State University ("Landlord"); and

Floyd Hall Enterprises. L.L.C. ("Tenant").

BACKGROUND:

A. Landlord and Tenant are parties to a certain Amended and Restated Sublease Agreement—Floyd Hall Arena dated May 1, 1997 (the "Sublease"), pursuant to which Tenant leased from Landlord certain property, as more particularly described in the Sublease (the "Leased Premises"), and undertook to build an ice arena (the "Arena") on the Leased Premises.

B. Landlord and Tenant amended the Sublease by way of Amendment signed by Landlord on October 12, 2013 and by Tenant on August 22, 2013 ("First Sublease Amendment");

C. Landlord and Tenant have agreed to amend the Sublease on the terms and conditions set forth in that certain Agreement for Sublease Termination, Floyd Hall Arena dated May 18, 2017 (the "Agreement for Termination").

D. This Second Sublease Amendment is intended to amend the Sublease in accordance with the terms set forth herein and in the Agreement for Termination.

AGREEMENT:

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Agreement for Termination, and intending to be legally bound hereby, agree as follows:

1. The term of the Sublease is and shall be terminated effective as of 12:01 a.m. on March 31, 2020 (the "Termination Date").

2. All obligations in the First Sublease Amendment applicable to Yogi Berra Stadium are revoked and have no further force and effect against either party. Attachments C and D to the First Amendment shall be and hereby are revoked and of no further force and effect to either party.

3. During the Term as revised by this Second Sublease Amendment, FHE shall continue to retain FHE's consultants, Simco and Foley, to perform inspections, maintenance
and repairs of the Arena and Premises as required herein. The Sublease is amended to incorporate by reference as if fully restated herein Attachment A which includes a Building Inspection Checklist ("Checklist"), a Weekly Zamboni Battery Report ("Report") and Daily Maintenance Log ("Log"). With the exception of the lawn sprinkler, dishwasher condition, walk-in refrigerator condition, walk-in freezer condition, and draft system condition identified in the Checklist, FHE shall permit MSU and MSU consultants to inspect, the areas identified in the Checklist, at no less than the frequency identified in the Checklist, within the Arena and on the Premises during the Term. With the exception of the sound system and elevator in the Checklist which shall be inspected on an annual and semi-annual basis, respectively, and with the exception of the lawn sprinkler, dishwasher condition, walk-in refrigerator condition, walk-in freezer condition, draft system condition in the Checklist which do not exist in the Premises, and with the exception of the sports store in the Checklist which is leased by FHE to Sports Plus of NJ, Inc. FHE shall, during the Term, inspect and report to MSU, using its electronic management system, the condition of the areas identified in the Checklist within the Arena and on the Premises, at regular intervals established by the electronic management system but no less than the frequency identified in the Checklist. Using FHE’s current automated electronic monitoring system, FHE shall monitor and record such monitoring of the three (3) Zamboni machines on the Premises at a frequency no less than weekly that includes no less than the information required by the Report, such as, the date of the inspection, the serial number of the equipment, the number of hours the equipment had been operated, the open circuit voltage and, for each of the 40 batteries in the front and rear of each Zamboni, the specific gravity, water level and appearance, temperature, and voltage. Using FHE’s current automated electronic monitoring system, FHE shall also monitor every item listed in the Log and record the date and time such inspections occurred and comment upon its condition. FHE shall provide to MSU and/or MSU’s contractors login credentials to obtain access to FHE’s electronic management system for the Arena, Premises and related equipment so that MSU may generate reports at a frequency of no less than that required by the Checklist, Report and Log. In addition, FHE shall direct Simco and Foley to fully cooperate with MSU and provide MSU and/or MSU’s contractors any information concerning the inspection, monitoring, maintenance and repair of the Arena and Premises. With the exception of food service equipment that is not functioning at the time this Second Sublease Amendment is signed, in the event any information in the Checklist, Log, Report or FHE’s electronic building management system indicate an area, item or equipment is non-functioning in the manner in which it had on the date this Second Sublease Amendment was signed by all parties, or that Simco and/or Foley recommend a repair, FHE shall undertake and complete the repair no less than 30 days from the date the need for the repair arose. In the event FHE fails to undertake such a repair, MSU shall provide notice to FHE identifying the repair needed, and FHE shall complete such repair(s) within 30 days of the receipt of such notice but no later than the Closing Date, whichever occurs first. In the event FHE fails to undertake or complete a repair required or requested by MSU, MSU may either: a) direct FHE to undertake the repair and delay the Closing Date until such repair is completed; or b) reduce the Final Payment by the amount of the repair and proceed to Closing.

4. The Sublease is further amended to incorporate by reference Attachment B.

5. Unless otherwise amended by this Amendment, from the date of this Amendment up to and including the Termination Date, all other terms in the Sublease and First
Amendment to Sublease shall remain in full force and effect, and FHE shall perform all such obligations thereunder.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.

7. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement, binding on the parties as if all parties had signed one document on the same signature page, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended or attached to, any other counterpart.

8. In the event of conflict between the Sublease, the First Sublease Amendment, the Second Sublease Amendment, and the Termination Agreement, the conflict shall be resolved by giving priority to the documents in the following order: a) Second Sublease Amendment; b) First Sublease Amendment; c) Sublease and d) Termination Agreement.

In witness whereof, the parties have executed this Sublease Termination as of the date first set forth above.

Montclair State University

By: ____________________________
Name: Jon Rosenheim
Title: Vice President for Finance
And Treasurer

Floyd Hall Enterprises, L.L.C.

By: ____________________________
Name: Larry F. Hall
Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Sublease Termination.

New Jersey Educational Facilities Authority

By: ____________________________
Name: Jeremy A. Spector
Title: Executive Director

Dated:
Amendment to Sublease shall remain in full force and effect, and FHE shall perform all such obligations thereunder.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.

7. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement, binding on the parties as if all parties had signed one document on the same signature page, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended or attached to, any other counterpart.

8. In the event of conflict between the Sublease, the First Sublease Amendment, the Second Sublease Amendment, and the Termination Agreement, the conflict shall be resolved by giving priority to the documents in the following order: a) Second Sublease Amendment; b) First Sublease Amendment; c) Sublease and d) Termination Agreement.

In witness whereof, the parties have executed this Sublease Termination as of the date first set forth above.

Montclair State University

By: __________________________
  Name: Jon Rosenheim
  Title: Vice President for Finance
        And Treasurer

Floyd Hall Enterprises, L.L.C.

By: __________________________
  Name: Larry F. Hall
  Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Second Sublease Amendment for the Sublease Termination.

New Jersey Educational Facilities Authority

By: __________________________
  Name: Jerome A. Spector
  Title: Executive Director

Dated:
Exhibit 24(a) – Attachment A

Maintenance Schedules

1. Building Inspection Checklist
2. Weekly Zamboni Battery Report
3. Daily Maintenance Log
Building Inspection Checklist

**Building Name:** Floyd Hall Arena

**Building Address:**

**Inspected by:**

**Date Inspected:**

## Compressor Room

<table>
<thead>
<tr>
<th>AREA</th>
<th>FREQUENCY</th>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td>Compressor</td>
<td>MONTHLY</td>
<td></td>
</tr>
<tr>
<td>3 caterpillar engine + compressors</td>
<td>MONTHLY</td>
<td>Monitor through Building Management System</td>
</tr>
<tr>
<td>Under floor heat</td>
<td>MONTHLY</td>
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</tr>
<tr>
<td>Condenser condition</td>
<td>MONTHLY</td>
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<tr>
<td>Brine pumps</td>
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<tr>
<td>Condenser water treatment</td>
<td>MONTHLY</td>
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</tr>
<tr>
<td>Service reports, R&amp;M. compressor</td>
<td>MONTHLY</td>
<td>as per maintenance schedule</td>
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<tr>
<td>over hauls, oil changes</td>
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<tr>
<td>Headers (plastic, metal, &amp; condition)</td>
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<tr>
<td>Refrigerant levels (freon, brine, glycol)</td>
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<tr>
<td>Brine/Glycol analysis reports</td>
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<td>AREA</td>
<td>FREQUENCY</td>
<td>COMMENTS</td>
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<tr>
<td>Over head doors (zamkoni garage)</td>
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<td>Public Washrooms</td>
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<tr>
<td>Sound System</td>
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<tr>
<td>Elevator</td>
<td>QUARTERLY</td>
<td>(3RD PARTY)</td>
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<tr>
<td>Flooring (rubber, tiles, carpet)</td>
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<tr>
<td>Roof condition (leaks, type)</td>
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<td>Building Envelop (air leaks)</td>
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<td>Locks, hardware &amp; door</td>
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<tr>
<td>Exit sign condition and type</td>
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<td>Tool inventory</td>
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<td>Meeting rooms</td>
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<td>Storage areas</td>
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<td>COMMENTS</td>
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<tr>
<td>Unit manufacture, size, model, and area</td>
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<td>3rd Party Maintenance Agreement</td>
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<td>servicing</td>
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<tr>
<td>Unit #1</td>
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<td>3rd Party Maintenance Agreement</td>
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<td>Lawn sprinkler</td>
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<td>Asphalt condition</td>
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<td>Lines</td>
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<td>Lighting</td>
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<td>Curbs</td>
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<td>Condition of grass, trees &amp; beds</td>
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<td>Size of landscaping area (small, medium, or large)</td>
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<td>Road Sign</td>
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<tr>
<td>Service reports</td>
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<tr>
<td>Edger (type &amp; condition)</td>
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<tr>
<td>Ice Resurfacer Run Hours</td>
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<td>Over all condition</td>
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<td>Garage and storage areas for equipment</td>
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<td>Ice resurfacer pit (size, problems, snow melting system)</td>
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<td>AREA</td>
<td>FREQUENCY</td>
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<td>Rink lights, number of &amp; last re-lamp</td>
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<td>Hockey nets (condition &amp; number of nets)</td>
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<td>Ceiling inspection</td>
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<td>Rubber floor condition</td>
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<td>Dasher board system</td>
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<td>Board &amp; gate condition</td>
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<td>Score Clock Operation</td>
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<td>Glass system</td>
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<td>Spectator mesh</td>
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<td>Bleachers</td>
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<tr>
<td>Rinks exhaust system</td>
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### Dressing Rooms

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<tr>
<th>AREA</th>
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<tbody>
<tr>
<td>Shower condition</td>
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<tr>
<td>Lighting</td>
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<tr>
<td>Heat &amp; ventilation</td>
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<tr>
<td>Benches condition</td>
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<tr>
<td>Washroom condition</td>
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<td>Shower temperature control system condition</td>
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<tr>
<td>Shower faucet type condition</td>
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## Plans, Licenses & Certificates

<table>
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<tr>
<th>AREA</th>
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<tbody>
<tr>
<td>Fire and emergency evacuation plan</td>
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<tr>
<td>Security system condition (cameras, alarm)</td>
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<tr>
<td>Refrigeration plant registered</td>
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<tr>
<td>Safety inspection of pressure vessels</td>
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<tr>
<td>(chillers, heat exchangers, oil separators</td>
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<tr>
<td>and boilers)</td>
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<tr>
<td>Elevator license and service contract</td>
<td>YEARLY</td>
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<tr>
<td>Fire System annual inspection certificate</td>
<td>YEARLY</td>
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<tr>
<td>Fire and elevator monitoring contract</td>
<td>YEARLY</td>
<td></td>
</tr>
<tr>
<td>Zamboni emissions test certificate</td>
<td>WHEN NEEDED</td>
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### Food & Beverage

<table>
<thead>
<tr>
<th>AREA</th>
<th>FREQUENCY</th>
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<tbody>
<tr>
<td>Kitchen cooking equipment condition</td>
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<tr>
<td>Dishwasher condition</td>
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<tr>
<td>Walk in refrigerator condition</td>
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<tr>
<td>Walk in freezer condition</td>
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<tr>
<td>Prep equipment condition</td>
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<tr>
<td>Draft system condition</td>
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<tr>
<td>Flooring condition</td>
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<tr>
<td>Tables and chairs condition</td>
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<tr>
<td>TV's and sound system condition</td>
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<tr>
<td>POS System condition</td>
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<tr>
<td>AREA</td>
<td>FREQUENCY</td>
<td>COMMENTS</td>
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<td>------------------------------------</td>
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<tr>
<td>Stick bunkers</td>
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<tr>
<td>Inspect skate sharpening machines</td>
<td>MONTHLY</td>
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</tr>
<tr>
<td>Rental skates (count &amp; condition)</td>
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<tr>
<td>Repair Equipment</td>
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<td></td>
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<tr>
<td>POS System condition</td>
<td>QUARTERLY</td>
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</tbody>
</table>
### Daily Maintenance Log

Monitored through building management system monthly

<table>
<thead>
<tr>
<th>Building Name: Floyd Hall Arena</th>
<th>Building Address:</th>
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</thead>
<tbody>
<tr>
<td>Inspected by:</td>
<td>Date:</td>
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</table>

<table>
<thead>
<tr>
<th>TIME OF INSPECTION:</th>
<th>8AM</th>
<th>10AM</th>
<th>12PM</th>
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<th>4PM</th>
<th>6PM</th>
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<th>10PM</th>
<th>12AM</th>
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<th>4AM</th>
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<tbody>
<tr>
<td>RINK</td>
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<td>Discharge Pressure</td>
<td>Suction Pressure</td>
<td>Brine/Glycol Pump Pressure</td>
<td>Brine/Glycol Temperature - In</td>
<td>Brine/Glycol Temperature - Out</td>
<td>Expansion Tank Level (Low/Normal/High)</td>
<td>Chiller Oil Drained Yes/No Amount</td>
<td>Condenser Fans (On/Off)</td>
<td>Condenser Pump (On/Off)</td>
<td>Discharge Pressure</td>
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</table>

| COMPRESSOR #1       |     |      |      |     |     |     |     |      |      |     |     |     |
|                     | Elapsed Time: Meter Reading | Cooling Water/Glycol Temperature | Discharge Temperature | Oil Level (1/8, 1/4, 3/8, 1/2, 5/8, 3/4) | Oil Pressure | Other |
|                     |     |      |      |     |     |     |     |      |      |     |     |     |
|                     |     |      |      |     |     |     |     |      |      |     |     |     |
|                     |     |      |      |     |     |     |     |      |      |     |     |     |

<p>| COMPRESSOR #2       |     |      |      |     |     |     |     |      |      |     |     |     |
|                     | Elapsed Time: Meter Reading | Cooling Water/Glycol Temperature | Discharge Temperature | Oil Level (1/8, 1/4, 3/8, 1/2, 5/8, 3/4) | Oil Pressure | Other |</p>
<table>
<thead>
<tr>
<th>TIME OF INSPECTION</th>
<th>8AM</th>
<th>10AM</th>
<th>12PM</th>
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<th>8PM</th>
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<td>Cooling Water/Coolant Temperature</td>
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<td>Discharge Temperature</td>
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</table>

Comments/Details of Work performed/Authorized Instructions:
# Weekly Zamboni Battery Report

**Building Name:** Floyd Hall Arena

**Inspected by:**

**Date:**

**Serial Number:** 552-

**Vehicle Hours:**

**Total OCV:**

**Notes:**

## FRONT BATTERY

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## REAR BATTERY

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## LEGEND

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<th>TEMPERATURE</th>
<th>VOLTAGE</th>
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<td>2.10</td>
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EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
Exhibit 24(b)

Termination

ACKNOWLEDGMENT OF SUBLEASE TERMINATION, OPERATING AGREEMENT TERMINATION, AMENDMENT OF THREE PARTY AGREEMENT

THIS TERMINATION is made this 31st day of March, 2020, by and among:

Montclair State University ("Sublandlord");

Floyd Hall Enterprises, L.L.C. ("Subtenant" and "FHE") and

New Jersey Educational Facilities Authority ("NJEDA").

BACKGROUND:

A. Sublandlord and Subtenant are parties to a certain Amended and Restated Sublease Agreement – Floyd Hall Arena dated May 1, 1997 (the "Sublease"), pursuant to which Subtenant subleased from Sublandlord certain property, as more particularly described in the Sublease (the "Leased Premises"), and undertook to build an ice arena (the "Arena") on the Leased Premises, which was amended by First Amendment signed by Sublandlord and Subtenant on October 12, 2013 and August 22, 2013, respectively, and which was amended by Second Amendment on __________, 2017.

B. Sublandlord and Subtenant are parties to the Floyd Hall Arena and Yogi Berra Stadium Operating Agreement dated May 1, 1997 (the "Operating Agreement").

C. Sublandlord, Subtenant and NJEFA are parties to the Agreement between the NJEFA, Sublandlord and Subtenant for the Development, Acquisition, and Use of a Baseball Stadium and an Ice Hockey Arena at Sublandlord dated May 1, 1997 (the "Three Party Agreement").

D. Sublandlord, Subtenant and NJEFA have agreed to an early termination of the Sublease and Operating Agreement, and release of the Subtenant of certain responsibilities under the Three Party Agreement on the terms and conditions set forth in that certain Agreement for Sublease Termination, Floyd Hall Arena dated June 2, 2017 (the "Agreement for Termination").

E. This Termination Agreement is intended to terminate the Sublease and Operating Agreement and amend the Three Party Agreement in accordance with the terms set forth in the Agreement for Termination.
AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Agreement for Termination, and intending to be legally bound hereby, agree as follows:

1. The Sublease and Operating Agreement are and shall be terminated effective as of 12:01 a.m. on March 31, 2020 (the “Termination Date”). Subtenant’s obligations under the Three-Party Agreement shall be and hereby are terminated as of the Termination Date.

2. (a) From and after the Termination Date, neither party shall have any further rights or obligations to the other under the Sublease and Operating Agreement other than: (a) any obligations of Subtenant which accrued prior to the termination of the Sublease but which are to be performed after the Termination Date; (b) obligations of Subtenant which by their terms survive the expiration or early termination of the Sublease; and (c) obligations under the Sublease specified in the Agreement for Termination to survive termination of the Sublease. For avoidance of doubt, Section 9.8 of the Sublease (“Indemnification”) is agreed to survive termination of the Sublease.

(b) From and after the Termination Date, Subtenant shall have no further rights or obligations to Sublandlord and NJEFA under the Three Party Agreement other than: (a) any obligations of Subtenant which accrued prior to the termination of the Sublease but which are to be performed after the Termination Date; (b) obligations of Subtenant which by their terms survive the expiration or earlier termination of the Sublease; and (c) obligations under the Sublease specified in the Agreement for Termination to survive termination of the Sublease. For avoidance of doubt, Section 9.8 of the Sublease (“Indemnification”) is agreed to survive termination of the Sublease until expiration of the applicable statute of limitations period.

3. This Termination Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.

4. This Termination Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement, binding on the parties as if all parties had signed one document on the same signature page, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended or attached to, any other counterpart.
In witness whereof, the parties have executed this Termination Agreement as of the date first set forth above.

Montclair State University

By: __________________________
   Name: Jon Rosenhein
   Title: Vice President for Finance
          And Treasurer

Floyd Hall Enterprises, L.L.C.

By: __________________________
   Name: Larry F. Hall
   Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Termination Agreement.

New Jersey Educational Facilities Authority

By: __________________________
   Name: Jeremy A. Spector
   Title: Executive Director

Dated:
In witness whereof, the parties have executed this Agreement for Sublease Termination as of the date first set forth above.

Montclair State University

By: ____________________________
   Name: Jon Rosenhein
   Title: Vice President for Finance
          And Treasurer

Floyd Hall Enterprises, L.L.C.

By: ____________________________
   Name: Larry F. Hall
   Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Sublease Termination.

New Jersey Educational Facilities Authority

By: ____________________________
   Name: Jeremy A. Spector
   Title: Executive Director
Exhibit 24 (c)

List of Equipment and Materials that may be removed by FHE

1. Concession equipment that is owned and provided by a third party supplier of food and beverage items pursuant to a contract with FHE;
2. Inoperable kitchen equipment;
3. Photocopy machines that are leased by third parties pursuant to a written contract with FHE and/or subject to a lien under the Uniform Commercial Code.
4. FHE office furniture in the FHE executive office area.
NOTICE OF AGREEMENT FOR SUBLEASE TERMINATION

This Notice of Agreement for Sublease Termination made as of the June 2, 2017, by and between:

Montclair State University ("MSU"), with an address of 1 Normal Avenue, Montclair, New Jersey 07043; and

Floyd Hall Enterprises, L.L.C. ("FHE"), a New Jersey limited liability company, with an address of One Hall Drive, Little Falls, New Jersey 07424.

This Notice of Agreement for Sublease Termination is executed to provide notice of the following:

1. The execution and delivery of an Agreement for Sublease Termination between MSU as sublandlord and FHE as subtenant (the "Agreement"), for the termination of the Amended and Restated Sublease Agreement - Floyd Hall Arena dated May 1, 1997 (the "Sublease") pursuant to which FHE subleases and operates an ice rink arena facility (the "Arena") on a portion of the real property known as part of Lot 1.05 in Block 250, as shown on the tax map of the City of Little Falls, County of Passaic and State of New Jersey (the "Real Property").

2. The termination of the Sublease, pursuant to the terms of the Agreement, is March 31, 2020.

3. FHE’s covenant not sell, assign, transfer, encumber or otherwise convey title or any lesser interest in the Real Property or in the Arena, without the express written consent of MSU, which may be granted or withheld in MSU’s sole discretion.

4. This Notice may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(signatures appear on next page)
IN WITNESS WHEREOF, the parties have executed this Notice for Sublease Termination on the day and year first above written.

Montclair State University

By: [Signature]
Name: Jon Rosenhein
Title: Vice President for Finance
And Treasurer

Floyd Hall Enterprises, L.L.C.

By: [Signature]
Name: Larry F. Hall
Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Notice of Agreement for Sublease Termination.

New Jersey Educational Facilities Authority

By: [Signature]
Name: Jeremy A. Spector
Title: Executive Director

Dated:
[signatures to Notice of Agreement for Sublease Termination]

IN WITNESS WHEREOF, the parties have executed this Notice for Sublease Termination on the day and year first above written.

Montclair State University

By: ________________________________
   Name: Jon Rosenhein
   Title: Vice President for Finance
   And Treasurer

Floyd Hall Enterprises, L.L.C.

By: ________________________________
   Name: Larry F. Hall
   Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Notice of Agreement for Sublease Termination.

New Jersey Educational Facilities Authority

By: ________________________________
   Name: Jeremy A. Spector
   Title: Executive Director

Dated:
[Signatures to Notice of Agreement for Sublease Termination]

IN WITNESS WHEREOF, the parties have executed this Notice for Sublease Termination on the day and year first above written.

Montclair State University

By: ________________________________
    Name: Jon Rosenheim
    Title: Vice President for Finance
           And Treasurer

Floyd Hall Enterprises, L.L.C.

By: ________________________________
    Name: Larry F. Hall
    Title: Executive Vice President

The New Jersey Educational Facilities Authority does hereby consent to the execution and delivery of the foregoing Notice of Agreement for Sublease Termination.

New Jersey Educational Facilities Authority

By: ________________________________
    Name: Jeremy A. Spector
    Title: Executive Director

Dated:
STATE OF ___________ )
              ) SS:
COUNTY OF ___________ )

Before me, the undersigned, this ___ day of ______, 2017 personally appeared
Larry F. Hall, known to me to be Executive Vice President of Floyd Hall Enterprises, L.L.C.
and that he/she, as such officer, executed the foregoing Notice of Agreement for Sublease
Termination, and acknowledged the execution of the same to be the free act and deed of said
company by virtue of the authority of its members.

__________________________________________
Notary Public of New Jersey

STATE OF NEW JERSEY )
              ) SS:
COUNTY OF Essex )

Before me, the undersigned, this ___ day of June, 2017 personally appeared
Jon Rosenhein, known to me to be Vice President for Finance and Treasurer of Montclair State
University and that he, as such officer, executed the foregoing Notice of Agreement for
Sublease Termination, and acknowledged the execution of the same to be the free act and deed
of said company by virtue of the authority of its Trustees.

__________________________________________
Notary Public of New Jersey

JENNIFER H STEUBER
ID # 2318718
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 25, 2019
STATE OF NEW JERSEY  )  SS:
COUNTY OF MIDDLESEX  )

Before me, the undersigned, this 30 day of May, 2017 personally appeared Jeremy A. Spector, known to me to be Executive Director of New Jersey Educational Facilities Authority and that he, as such officer, executed the foregoing Notice of Agreement for Sublease Termination, and acknowledged the execution of the same to be the free act and deed of said company by virtue of the authority of its Trustees.

[Signature]
Notary Public of New Jersey

REBECCA CLARK
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50038136
My Commission Expires 5/25/2021
Exhibit A

Description of Real Property
Deed Description for a Hockey Rink
Lease Area
Lot 1.05, Block 250
Montclair State University
Montclair, New Jersey
Project No. 112302.01
August 15, 1997

Beginning at a point being distant North 66° 47' 39" West, 210 feet from the thirteenth corner of
Tract Two Parcel One in Deed Book G105 page 287 and from said beginning point running
thence;

1. North 66° 47' 39" West 37.54 feet to a point;
2. North 61° 21' 30" West 146.65 feet to a point in the easterly right-of-way line of
the Erie Lackawanna Railroad Company;
3. Along said easterly right-of-way line of the Erie Lackawanna Railroad Company
North 23° 44' 30" East 857.58 feet to a point;
4. South 66° 15' 24" East, 393.60 feet to a point in the thirteenth course of tract two
parcel one in deed book G105 page 287;
5. Along said thirteenth course reversed South 23° 44' 20" West, 757.78 feet to a point;
6. North 78° 52' 32" West, 215.00 feet to a point;
7. South 23° 53' 53" West, 65.00 feet to the point and place of beginning.

Containing 322,923.95 SF and/or 7.413 acres.

This description is in accordance with a map entitled "Proposed Lease Area Plan" for the subject
parcel. Prepared by Professional Planning & Engineering Corporation, 240 Cedar Knolls Road,

[Signature]
DAVID H. SMITH, P.L.S.
NJ LIC. NO. 22718

August 15, 1997
DATE