

TOWN OF RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY

AND

ATLANTIS HOLDING COMPANY, LLC

---

PAYMENT IN LIEU OF TAX AGREEMENT

---

Dated: February 26, 2010

BOARD OF ASSESSORS  
TOWN OF RIVERHEAD  
2010 FEB 26 P 4:14  
**FILED**

THIS PAYMENT IN LIEU OF TAX AGREEMENT, dated February 26, 2010, is by and between the TOWN OF RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation and an industrial development agency of the State of New York (the "State") duly organized and existing under the laws of the State, having its office at the Town of Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York 11901 (the "Agency") , and ATLANTIS HOLDING COMPANY, LLC, a New York limited liability company, having an address at 323 Long Island Avenue, Holtsville, New York 11742 ("Atlantis").

WITNESSETH:

WHEREAS, Title 1 of Article 18-A, as amended, of the General Municipal Law of the State (the "Enabling Act") has been duly enacted into law as Chapter 1030 of the Laws of 1969 of the State; and

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

WHEREAS, the Enabling Act further authorizes each such agency to sell and to mortgage its facilities and to enter into an agreement which includes provisions such as those contained herein (this agreement being hereinafter referred to as the "PILOT Agreement"); and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the Agency was created for the benefit of the Town of Riverhead, Suffolk County, New York (the "Town") and the inhabitants thereof; and

WHEREAS, the Agency intends to cause to be acquired four parcels of land located on East Main Street in the Town of Riverhead, as more particularly described in Exhibit A attached hereto (the "Land") together with the buildings situated thereon (the "Buildings") pursuant to the deeds of the Land from Atlantis to the Agency, the first deed dated August 31, 1999, recorded in the Office of the Suffolk County Clerk on September 16, 1999, in Liber 11989, Page 349, and the second deed dated February 26, 2010, to be recorded simultaneously with the execution of this Agreement, (the "Deeds") and to appoint Atlantis its agent for purposes of causing Atlantis to construct and equip a new addition to an existing building at 431 Main Street, Riverhead, presently owned by Atlantis, for use as additional exhibit, banquet and conference center space, and construct and equip a new building for use as a hotel, including incidental expenses in connection therewith (the Land/Buildings and such new construction and renovation collectively being the "Project"), pursuant to the terms of a Sale Agreement dated as of July 1, 1999, as amended by Amendment No. 1, dated the date hereof (as amended, the "Sale Agreement") by and among the Agency and Atlantis all as contemplated by and in furtherance of the purposes of the Enabling Act; and

WHEREAS, the Project constitutes a "project" within the meaning of the Enabling Act; and

WHEREAS, under the present provisions of the Enabling Act and Section 412-a of the Real Property Tax Law of the State (the "RPTL"), the Agency is not required to pay Real Estate Taxes (hereinafter defined) upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, the Agency has expressed its reluctance to accept the Deeds or to enter into the Sale Agreement unless Atlantis shall agree to make payments in lieu of Real Estate Taxes ("PILOT Payments") with respect to the Project; and

WHEREAS, Atlantis is desirous that the Agency accept the Deeds and enter into the Sale Agreement and Atlantis is willing to enter into this PILOT Agreement in order to induce the Agency to accept the Deeds and enter into the Sale Agreement; and

NOW, THEREFORE, in consideration of the matters above recited, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

## ARTICLE I

### REPRESENTATIONS AND WARRANTIES

#### Section 1.01. Representations and Warranties.

(a) The Agency does hereby represent and warrant that it has been duly established under the provisions of the Enabling Act, its Members have duly adopted a resolution dated February 24, 2010 that authorizes the transactions contemplated by this PILOT Agreement, it has the power to enter into the transactions contemplated by this PILOT Agreement and to carry out its obligations and exercise its rights hereunder and that its Chair or Vice-Chair has been duly authorized to execute and deliver this PILOT Agreement; and

(b) Atlantis does hereby represent and warrant that it is a limited liability company duly formed under the laws of the State, is in good standing under its documents of formation and the laws of the State, is duly qualified to do business in the State, its Managing Members have duly authorized the transactions contemplated by this PILOT Agreement, it has the power to enter into the transactions contemplated by this PILOT Agreement and to carry out its obligations and exercise its rights hereunder and that each of its Managing Members has been duly authorized to execute and deliver this PILOT Agreement.

## ARTICLE II

### COVENANTS AND AGREEMENTS

#### Section 2.01. Tax-Exempt Status of Project.

(a) Assessment of Project. Pursuant to Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of title to the Land and the Buildings by the Agency and continuing for the period during which the Agency maintains title of the Project, the Project shall be assessed as exempt upon the assessment rolls of the Town, except for Special Levies, as hereinafter defined in paragraph (d) of this Section 2.01. The parcel covered by this PILOT described in the attached Exhibit A is an assemblage of four parcels. Parcel SCTM # 600-129-4-21.1 is currently improved with a marina and restaurant with an assessed valuation of three hundred thirty-nine thousand five hundred dollars (\$339,500). Parcel SCTM # 600-129-4-21.2 is vacant land which has an assessed valuation of forty thousand dollars (\$40,000) as stated in correspondence dated November 2, 2009 from the Board of Assessors. Parcel SCTM # 600-129-4-20 is vacant land which has an assessed valuation of fifty thousand dollars (\$50,000) as stated in the November correspondence. Parcel SCTM # 600-129-4-19.1 is improved with an aquarium which has an assessed valuation of two million six hundred seventeen thousand dollars (\$2,617,000). The PILOT payment will be based upon the total of these valuations of three million forty-six thousand dollars (\$3,046,000) unless the construction of the Aquarium expansion, hotel, banquet and conference center (Facility) as set forth in the proceedings approved by resolutions of the Agency adopted December 7, 2009 and February 24, 2010 has commenced. Commencement is defined as the date on which the loan and equity necessary for construction of the facility has been fully funded and available and a valid and subsisting building permit for the Facility has been issued by the Riverhead Town Building Department. If the Commencement Date is prior to December 15, 2010 the PILOT payment for the 2010-2011 and subsequent 9 tax years shall be calculated on an Alternate assessed valuation of six hundred forty-five thousand four hundred dollars (\$645,400). This Alternate valuation reflects the full value of parcel 21.1 three hundred thirty-nine thousand five hundred dollars (\$339,500) the vacant land values of parcels 21.2 and 20 ninety thousand (\$90,000) and valuation of the Aquarium as determined by method set forth in the Payment in Lieu of Tax Agreement dated as of July 1, 1999 between the Riverhead Industrial Development Agency and Atlantis Holding Company, LLC two hundred fifteen thousand nine hundred dollars (\$215,900). It shall be the obligation of Atlantis to certify the Commencement in writing delivered to the Agency prior to December 15, 2010. The last exempt year shall be for the 2020-2021 tax year after which the property shall be returned to the tax roll as fully taxable or pay a PILOT equal to the full tax.

The parties hereto understand that the Project shall be entitled to such exempt status on the tax rolls of the Town from the first taxable status date following (i) the Agency's acquisition of the Land and the Buildings and (ii) the completion and submission of all necessary filings in connection therewith. It is the intent of this PILOT Agreement that Atlantis shall, at all times during its or the Agency's ownership of the Project, be obligated to pay either PILOT Payments, as hereinafter provided in Section 2.02, or Real Estate Taxes, as hereinafter defined in paragraph (b) of this Section 2.01, and that the foregoing obligations shall not be duplicative of each other or otherwise be additive. For example, and without limitations, (i) Atlantis shall be obligated to pay Real Estate Taxes until such time as the Agency's exemption with respect to the Project lawfully takes effect on the tax rolls of the Town, and shall be obligated to pay PILOT Payments at all times thereafter until the Agency's exemption with respect to the Project is no longer in effect on the tax rolls, and (ii) after the Agency conveys title to the Project to a non-exempt owner, PILOT Payments shall continue to be payable by Atlantis until such time as the Agency's conveyance of the Project has been reflected on the tax rolls of the Town. The parties

hereto agree that the Project shall be assessed by the Town assessor as of the date sixty days after the date on which this PILOT Agreement is executed (the "Base Assessment") and that the Base Assessment shall not be adjusted during the ten-year period during which PILOT Payments are to be paid as provided in Section 2.02(a) hereof.

(b) The term "Real Estate Taxes" shall mean 100% of the real property taxes which would be levied upon or with respect to the Project by the Town, the County of Suffolk, the Riverhead Central School District and the Riverhead Fire District, or their successors, if the Project were owned by Atlantis or any other non-exempt owner and not by the Agency and shall include interest and penalties as provided in this PILOT Agreement. Real Estate Taxes shall include all real property taxes of every kind and nature, all general and special assessments and levies (but excluding Special Levies) and any other item from which the Agency is not exempt in accordance with applicable Law, all water and sewer rents and charges, and all other public charges whether of a like or different nature, foreseen and unforeseen, ordinary and extraordinary, imposed upon or assessed against the Project, or any part thereof, or arising in respect of the occupancy, use or possession thereof; provided however, that Real Estate Taxes shall not include any taxes on or measured by net income, franchise taxes, unincorporated business taxes, use taxes, sales taxes, recording taxes and other taxes not generally known as real estate taxes that either are actually paid by the Agency or Atlantis to any taxing authority or would not be payable even if Atlantis owned the Project.

(c) To the extent the Project or any portion thereof is declared to be subject to taxation or assessment by a final judgment of a court of competent jurisdiction, an amendment to the Enabling Act or other legislative or administrative change, the obligations of Atlantis to make PILOT Payments hereunder shall, to such extent only, be replaced by the obligation of Atlantis to pay Real Estate Taxes. To the extent that the foregoing declaration of non-exemption is given retroactive effect, any PILOT Payments previously made by Atlantis during such retroactive period shall be credited against Real Estate Taxes due for such period. Nothing herein contained shall prohibit Atlantis from contesting the validity or constitutionality of any such amendment, legislative or administrative change or judicial decision.

(d) Special Levies. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-a of the RPTL does not entitle the Agency to exemption from certain special assessments and special ad valorem levies including, but not limited to, assessments and ad valorem levies assessed or levied as a result of a determination that a benefit has been confirmed affecting the real property assessed or levied upon, inspection of whether such benefit accrues to all of the properties in the particular district in respect of which such assessment or levy is made by the Riverhead Sewer District, the Riverhead Water District, the Riverhead Business Improvement District, the Riverhead Parking District, the Street Lighting, the Ambulance District or the Demolition and Clean Up District or their successors (collectively, "Special Levies"). Atlantis shall be obligated to pay such Special Levies even if either Section 874 of the General Municipal Law or Section 412-a of the RPTL are amended to entitle the Agency to exemptions from any or all Special Levies.

(e) Counsel Fees. Atlantis expressly covenants and agrees to pay in full the reasonable fees and expenses of the Agency's counsel and all court costs, promptly upon receipt

of a statement therefor, which are incurred after the date hereof and which fees and expenses arise in connection with any matter related to this PILOT Agreement.

Section 2.02. Payments in Lieu of Taxes.

(a) Agreement to Make Payments. Atlantis agrees that it shall make, or cause to be made, PILOT Payments in lieu of Real Estate Taxes ("PILOT Payments") to the Agency with respect to the Project not later than January 10 of each year in which PILOT Payments are payable hereunder, after which date such PILOT Payments shall be considered delinquent Real Estate Taxes if not paid in full, in an amount equal to the amount of Real Estate Taxes to be paid thereon assuming the Base Assessment for each of the first ten years in which PILOT Payments are to be made hereunder, such ten-year period commencing as of the date established pursuant to Section 2.01(a) hereof, at the address and to the attention of the person set forth in Section 4.03 hereof, for remittal by the Agency to each affected taxing jurisdiction, being the Town of Riverhead, the County of Suffolk, the Riverhead Central School District and the Riverhead Fire District, or their successors, in amounts, as determined solely by the Agency, equal to the percentage which the tax levy of each such taxing jurisdiction is of the total tax levy of all such taxing jurisdictions, as shown upon the Town of Riverhead Tax Receiver's rate sheet for the year in which such PILOT Payments are payable.

(b) Interest and Penalties. If Atlantis shall fail to make any payment required by this PILOT Agreement when due, its obligation to make the payment so in default shall continue as an obligation of Atlantis until such payment in default shall have been made in full, and Atlantis shall pay the same together with interest and penalties thereon, to the extent permitted by law, at the rate per annum which would be payable if such amounts were delinquent Real Estate Taxes at the rate provided by applicable law or laws, until so paid in full.

(c) Method of Payment. All payments hereunder shall be paid by check made payable to the order of the Agency in then lawful money of the United States of America.

(d) Maximum PILOT. Notwithstanding anything else contained herein, the PILOT Payments due under this PILOT Agreement shall not exceed the Real Estate Taxes that would have been due during each period that this PILOT Agreement is in effect if the Project were owned by Atlantis and not the Agency during such period.

(e) It is the intent of this PILOT Agreement that the provisions hereof are applicable only to the Land, the Buildings and any improvements to the Land and the Buildings necessary to create the Project as described in the fifth WHEREAS clause hereof. Accordingly, Atlantis shall pay to the Agency, and hereby agrees to pay to the Agency, unless otherwise provided in an amendment or supplement to this PILOT Agreement, additional PILOT Payments ("Additional PILOT Payments") for any improvements to the Land, the Buildings or the Project in addition to that required for the conference center and hotel facility described as the Project ("New Improvements"). Additional PILOT Payments shall be in an amount equal to all Real Estate Taxes on the New Improvements assuming then current assessments, it being the intention of the parties hereto that Real Estate Taxes (and Special Levies) shall be paid on the New Improvements in such amounts as would have been required to have been paid to all affected taxing jurisdictions on the New Improvements but for the Agency's holding title to the Land and

the Project. All other provisions of this PILOT Agreement with respect to assessments and PILOT Payments shall apply to the payment of Additional PILOT Payments.

Section 2.03. Review of Assessments.

As long as this PILOT Agreement is in effect, the Agency and Atlantis agree that (i) the Agency shall be deemed to be the owner of the Project, subject to Section 5.1 of the Sale Agreement; (ii) the Agency hereby irrevocably appoints Atlantis its agent and attorney-in-fact for the purpose of instituting judicial review of any assessment of the real estate with respect to the Project, pursuant to this PILOT Agreement and the provisions of Article 7 of the RPTL or any other applicable law as the same may be amended from time to time during the term of this PILOT Agreement, such appointment being coupled with an interest; and (iii) Atlantis shall have sole authority and power to file grievances and protests, protesting any assessment placed on the Project or seeking judicial review after the final determination by the assessor of any grievance or protest.

Upon receipt from the Town of notice of any change in the assessment of the Project pursuant to the applicable provisions of the RPTL, the Agency shall use its best efforts to provide to Atlantis, in the same manner and at the same time as if Atlantis were a taxpayer (or within fifteen calendar days thereof) a copy thereof. Failure of the Agency to provide to Atlantis a copy of any such notice within the time herein stated shall not relieve Atlantis of its obligations under this PILOT Agreement to pay PILOT Payments in the amounts due. Notwithstanding the foregoing, if the assessment of the Project, including any additions thereto, is reduced as a result of any such grievance, protest or judicial review so that Atlantis would be entitled to receive a refund or refunds of taxes paid if Atlantis were the owner of the Project, then the payments due pursuant to this PILOT Agreement shall be recalculated based on such reduction and Atlantis shall be entitled to a credit against future PILOT Payments in the amount equal to the payment due to Atlantis as the result of such recalculation unless the Agency or the Town shall pay to Atlantis any overpayment made. In the event the Agency shall receive any such overpayment as a result of any such grievance, protest or judicial review the Agency shall promptly pay such overpayment to Atlantis.

### ARTICLE III

#### LIMITED OBLIGATION OF THE PARTIES

Section 3.01. No Recourse; Limited Obligation of the Agency.

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent, servant or employee of the Agency in his or her individual capacity, and no recourse under or upon any obligations, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of this PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent, servant or employee, as such, of the Agency, or any successor public benefit corporation. It is expressly understood that this Agreement is a corporate obligation, and that no

such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent, servant or employee of the Agency or of any successor public benefit corporation. Any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the Town and the Town shall not be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from this PILOT Agreement, the Sale Agreement, the Project generally, or sale or other disposition of the Project.

(c) Further Limitation. Notwithstanding any provision of this PILOT Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (i) the Agency shall have been requested to do so in writing by Atlantis and (ii) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from Atlantis security or indemnity satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs. Nothing in this paragraph shall be construed as requiring the Agency to receive any such written request or indemnity as a precondition to the exercise by the Agency of its rights hereunder.

### Section 3.02. No Recourse, Limited Obligation of Atlantis.

No Recourse. Except as provided in a certain guarantee from Atlantis and James J. Bissett III and Joseph Petrocelli to the Agency, all covenants, stipulations, promises, agreements and obligations of Atlantis contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Atlantis, not of any officer, agent, servant or employee of Atlantis, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of this PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, agent, servant or employee, as such of Atlantis or any successor thereto. It is expressly understood that, except as provided in a certain guarantee from Atlantis to the Agency, this PILOT Agreement is an obligation of Atlantis, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such officer, agent, servant or employee by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Except as provided in a certain guarantee from Atlantis and James J. Bissett III and Joseph Petrocelli to the Agency, any and all such personal liability of, and any and all such rights and claims against, every such officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.



## ARTICLE IV

### MISCELLANEOUS

#### Section 4.01. Amendment of PILOT Agreement.

This PILOT Agreement may not be amended, changed, modified, altered or terminated, unless such amendment, change, modification, alteration or termination is in writing and signed by the Agency and Atlantis.

#### Section 4.02. Agreement to Run with the Land.

This PILOT Agreement shall run with the Land, both as respects benefits and burdens created herein, and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

#### Section 4.03. Notices.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed received, served or noticed, as applicable, when delivered or when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency and Atlantis, as the case may be, addressed as follows:

To the Agency:

Town of Riverhead Industrial  
Development Agency  
Town of Riverhead Town Hall  
200 Howell Avenue  
Riverhead, New York 11901  
Attention: Executive Director

To Atlantis:

Atlantis Holding Company, LLC  
323 Long Island Avenue  
P.O. Box 386  
Holtsville, New York 11742  
Attention: James J. Bissett

With a Copy to:

Eric J. Russo, Esq.  
VanBrunt, Juzwiak & Russo, P.C.  
140 Main Street Sayville, New York 11782

The Agency and Atlantis may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

#### Section 4.04. Binding Effect.

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

Section 4.05. Severability.

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 4.06. Counterparts.

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

Section 4.07. Applicable Law.

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

Section 4.08. Recording.

This PILOT Agreement shall be filed in the Office of the Suffolk County Clerk, Division of Land Records of the County of Suffolk pertaining to the real property described in Exhibit A hereto.

Section 4.09. Estoppel Certificates.

The Agency, within 10 days after a request in writing by Atlantis, or a mortgagee, shall furnish a written statement, duly acknowledged, that this PILOT Agreement is in full force and effect and that there are not defaults thereunder by Atlantis, or if there are any defaults, such statement shall specify the defaults the Agency claims to exist.

IN WITNESS WHEREOF, the Agency and Atlantis have caused this PILOT Agreement to be executed in their respective names February 26, 2010 .

TOWN OF RIVERHEAD INDUSTRIAL  
DEVELOPMENT AGENCY

By: Kathleen A. Wojciechowski  
Kathleen Wojciechowski  
Chairperson

ATLANTIS HOLDING COMPANY, LLC

By: James J. Bissett III  
James J. Bissett III  
Managing Member

By: Joseph Petrocelli  
Joseph Petrocelli  
Managing Member

STATE OF NEW YORK

)

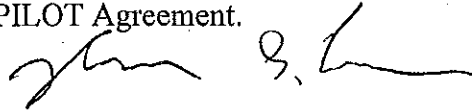
)

ss.:

COUNTY OF SUFFOLK

)

On this 26th day of February, 2010, before me personally came Kathleen Wojciechowski, to me known, who, being by me duly sworn, did depose and say that he resides at 18 Southfields Road, Riverhead New York 11901, that she is the Chairperson of the TOWN OF RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY, the public benefit corporation of the State of New York described in and which executed the within PILOT Agreement.



Notary Public

RICHARD A. EHLERS  
Notary Public, State of New York  
Suffolk County No. 02EH4738288  
Commission Expires February 28, 19  
2010

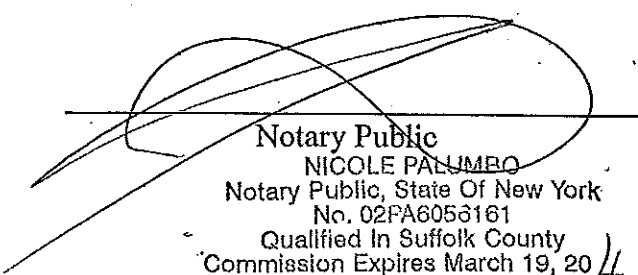
STATE OF NEW YORK )

)

ss.:

COUNTY OF SUFFOLK )

On this 26th day of February, 2010, before me personally came James J. Bissett III and Joseph Petrocelli, to me personally known, who, being by me duly sworn, did depose and say that they reside at 55 Cox Neck Road, Mattituck, New York 11952, and 41 Stony Hill Path, Smithtown, New York 11787, respectively, that they are the Managing Members of the limited liability company described in and which executed the within PILOT Agreement and that they executed the same of behalf of Atlantis Holding Company, LLC, for the uses and purposes therein mentioned.

  
Notary Public  
NICOLE PALUMBO  
Notary Public, State Of New York  
No. 02PA6053161  
Qualified In Suffolk County  
Commission Expires March 19, 2011

## EXHIBIT A

### Land Description of Four Parcels

Atlantis Marine World  
at Riverhead, Town of Riverhead  
Suffolk County, New York

Surveyor's Description - Parcel 'A', Parcel 'B', Parcel 'C' & Parcel 'D' as shown on  
Existing Conditions Survey prepared for Atlantis Marine World,  
Phase II

ALL that certain plot, piece, or parcel of land with the buildings and improvements thereon erected, situate, lying and being at Riverhead, Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of East Main Street (NYS Rte. 25) at the northwesterly corner of land now or formerly Garrett H. Moore, said point being situate the following three (3) courses and distances as measured along the southerly side of East Main Street (NYS Rte. 25) from the intersection of the southerly side of East Main Street (NYS Rte. 25) and the westerly side of Howell Lane:

1. South 43 deg. 36 min. 30 sec. West 206.81 feet,
2. South 47 deg. 42 min. 30 sec. West 117.15 feet,
3. South 55 deg. 56 min. 30 sec. West 113.69 feet,

RUNNING thence from said point of beginning South 28 deg. 24 min. 50 sec. East along land now or formerly Garrett H. Moore 325.95 feet to the Peconic River;

RUNNING thence along the Peconic River the following thirty (30) tie-line courses and distances:

1. South 76 deg. 43 min. 51 sec. West 42.06 feet,
2. South 53 deg. 24 min. 39 sec. West 8.12 feet,
3. North 80 deg. 15 min. 07 sec. West 116.64 feet,
4. South 74 deg. 15 min. 32 sec. West 5.45 feet,
5. North 64 deg. 30 min. 28 sec. West 11.73 feet,
6. South 60 deg. 25 min. 59 sec. West 15.28 feet,
7. South 46 deg. 54 min. 39 sec. West 93.95 feet,
8. South 34 deg. 38 min. 24 sec. West 32.89 feet,
9. South 06 deg. 38 min. 46 sec. West 13.86 feet,
10. South 75 deg. 55 min. 08 sec. East 10.73 feet,
11. South 03 deg. 52 min. 39 sec. East 66.13 feet,
12. North 64 deg. 48 min. 10 sec. West 5.52 feet,
13. South 02 deg. 35 min. 20 sec. West 19.91 feet,
14. South 87 deg. 24 min. 40 sec. East 7.19 feet,
15. South 00 deg. 22 min. 22 sec. West 161.59 feet,

16. South 66 deg. 35 min. 18 sec. West 42.32 feet,
17. North 74 deg. 10 min. 00 sec. West 25.49 feet,
18. North 42 deg. 46 min. 35 sec. West 20.63 feet,
19. South 77 deg. 28 min. 36 sec. West 69.79 feet,
20. South 14 deg. 05 min. 57 sec. East 29.59 feet,
20. South 86 deg. 37 min. 03 sec. West 46.93 feet,
21. North 16 deg. 32 min. 22 sec. West 106.13 feet,
22. South 57 deg. 52 min. 44 sec. West 15.88 feet,
23. South 71 deg. 20 min. 53 sec. West 10.88 feet,
24. North 82 deg. 10 min. 20 sec. West 15.56 feet,
25. South 81 deg. 00 min. 24 sec. West 9.54 feet,
26. South 21 deg. 21 min. 08 sec. West 29.08 feet,
27. South 18 deg. 16 min. 07 sec. West 23.92 feet,
28. South 27 deg. 09 min. 57 sec. West 11.60 feet,
29. South 83 deg. 52 min. 40 sec. West 101.23 feet,
30. North 66 deg. 58 min. 44 sec. West 10.58 feet to land now or formerly Riverhead Public Parking District No. 1;

RUNNING thence North 14 deg. 26 min. 30 sec. West along land now or formerly Riverhead Public Parking District No. 1 and along land now or formerly Philip C. Hancock & Bileen M. Hancock 313.69 feet to land now or formerly William E. Demetriou;

RUNNING thence along land now or formerly William E. Demetriou the following two (2) courses and distances:

1. North 75 deg. 33 min. 30 sec. East 74.86 feet,
2. North 14 deg. 29 min. 30 sec. West 54.00 feet to land now or formerly 7400 Main Road Realty Corp.;

RUNNING thence along land now or formerly 7400 Main Road Realty Corp. the following two (2) course and distances:

1. North 75 deg. 30 min. 30 sec. East 115.00 feet,
2. North 14 deg. 29 min. 30 sec. West 105.05 feet to the southerly side of East Main Street (NYS Rt

RUNNING thence along the southerly side of East Main Street (NYS Rte. 25) the following four (4) courses and distances:

1. North 72 deg. 57 min. 00 sec. East 132.86 feet,
2. North 74 deg. 26 min. 30 sec. East 133.34 feet,
3. North 72 deg. 18 min. 30 sec. East 130.65 feet,
4. North 59 deg. 37 min. 30 sec. East 72.10 feet to the point or place of Beginning.

CONTAINING an area of 6.1728 Acres

SUBJECT to a 14.80 foot wide drainage easement and subject to a sanitary sewer right of way as described in Liber 1951 CP 94.

ALSO SUBJECT to a 33 foot wide right of way as described in Liber 4128 CP 368.