7/17/01

Adopted

Town of Riverhead Community Development Agency

Resolution # 19

Authorizes Chairman to Execute License Agreement with Long Island Development Corporation for Use of a Portion of the Calverton Facility for One Year for the Provision of Small Business Assistance to the East End of Long Island

Member COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by Member COUNCILMAN LULL:

WHEREAS, at the request of New York State Empire State Development Corporation Regional Director Henry Mund, Long Island Development Corporation has requested a license agreement for 132 square feet in Guard House, as well as shared uses with the Town of Riverhead of the adjoining conference room for up to one year for the purposes of establishing a regional economic development office; and

WHEREAS, by Resolution #13 of the CDA, the Chairman was authorized to execute a License Agreement with the New York State Empire State Development Corporation for its use of a portion of the Guard House at the Calverton Enterprise Park; and

WHEREAS, the Empire State Development Corporation has requested that the CDA instead execute said License Agreement with the Long Island Development Corporation, as a private corporation; and

WHEREAS, the Town Board desires to encourage additional jobs and tax revenues for the benefit of eastern Long Island residents; and

WHEREAS, this Town Board has balanced such interests and hereby makes the following findings:

1. That proposed uses under the license agreements are consistent with the objectives of the Town's Zoning Ordinance;
2. There is a clear mutuality of purpose and goals in this action being that the same elected representatives serve as members of the CDA and the Town Board; and

WHEREAS, the licensee will accept the License Premises "as is" and will be responsible for the cost of utilities and all start-up costs including, but not limited to the provision of office equipment, furniture, supplies, copy machine, phone(s) and fax machine, required or desired for the Licensee's use of the premises.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto, which replaces that previously authorized by CDA Resolution #13.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss, Town Attorney Dawn Thomas and Long Island Development Corporation President Roslyn D. Goldmacher.

The Vote:

Member Densieski _____
Member Cardinale _____
Member Kent _____
Member Lull _____
Chairman Kozakiewicz _____

THE VOTE

Densieski ✓ Yes ___ No Cardinale ___ Yes ✓ No
Kent ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

LICENSE

LICENSE ("License"), made as of the ___day of ~~May~~ 2001, by and between **THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and **Long Island Development Corporation (LIDC)**, a corporation of the State of New York, having an address at 255 Executive Drive, Plainview, NY, 11803 Attention: Roslyn D. Goldmacher, President ("Licensee").

WITNESSETH:

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use approximately 132 square feet in Guard House as depicted on Exhibit A (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), as well as shared use of the adjoining conference room, upon all of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING**. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. **TERM OF LICENSE**. The term of this License (the "Term") shall commence on October 1, 2001 (the "License Commencement Date") and shall end on October 1, 2002 (the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. **CONDITIONS OF LICENSE PREMISES**. Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvement or fixtures thereon or attached thereto, have been made to it. Licensee acknowledges responsibility for all start-up costs including, but not limited to electric meter,

office equipment, furniture, supplies, copy machine, phone(s) and fax machine, that are anticipated for the Licensee's use of the premises. Said costs shall be borne by the Licensee. Subsequent to sale of the premises, Licensee shall be responsible for trash collection, cleaning and all utilities.

4. **LICENSE FEE**. There shall be no license fee.

5. **SECURITY DEPOSIT**. There shall be no security deposit.

6. **USE; COVENANTS**. (a) Licensee shall use the License Premises only for the purpose of establishing a regional economic development office from October 1, 2001 through October 1, 2002, to prepare the premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the use and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit B. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubb & Ellis Management Services, Inc. as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 6, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private supervision shall be present at the Calverton Site to protect persons and property at the Calverton Site and (ii) Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. **ASSIGNMENT AND LICENSING**. Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. **LICENSOR'S REMEDIES**. (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Paragraph 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to $250 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Paragraph 2, in no event shall Licensor have the right to enjoin the development, production, distribution or exploitation of the event hereunder.

9. **INDEMNITY**. (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensor's gross negligence or willful misconduct.

(c) This indemnification on the part of the Licensee shall include the Town of Riverhead, the Town of Riverhead Community Development Agency, Grubb & Ellis and all and any of its agents.

10. **BROKERS**. Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss,

liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensor may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensor as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. **NOTICES**. Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at 255 Executive Drive, Plainview, NY, Attention: Roslyn D. Goldmacher, President, and if such notice is directed to Licensor, it shall be addressed to Licensor at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensor or Licensee shall designate.

12. **HAZARDOUS SUBSTANCES**. (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

(b) Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensor directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

13. **MISCELLANEOUS**. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or

assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

By:_____
Name:
Title:

LICENSEE:

LONG ISLAND DEVELOPMENT CORPORATION

By:_____
Name:
Title:

EXHIBIT A

132 Square Foot

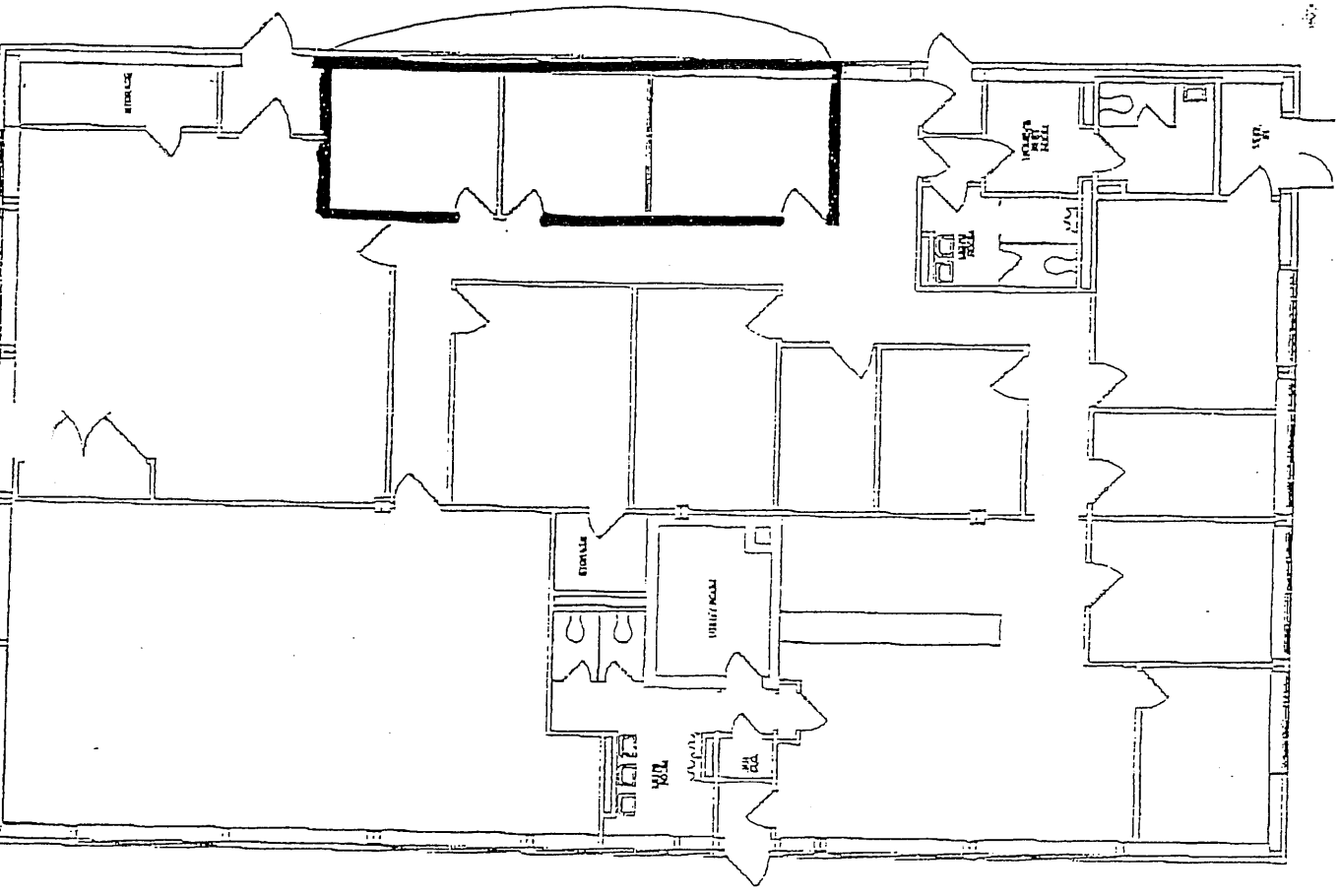


EXHIBIT B

Insurance Certificates:

Liability – minimum $1 million per occurrence

Fire Damage legal - $100,000 minimum

Auto liability – minimum $1 million per occurrence

Building contents – as desired

Worker's compensation – as required by law

Note: The conditions of Paragraph 7 (d) regarding additional insureds, 30 day notification etc.. must be complied with and reflected in the Certificate of Insurance provided by the Licensee prior to execution of the License.

7/17/01

Adopted

Town of Riverhead Community Development Agency

Resolution #20

Authorizes Chairman to Execute License Agreement with Rosewood Management, Inc. for use of a portion of the Calverton Facility for the North Fork Classic

COUNCILMAN LULL offered the following resolution which was seconded by COUNCILMAN DENSIESKI.

WHEREAS, Rosewood Management, Inc., has requested a license agreement for use of the former picnic grounds at the Calverton Enterprise Park for the North Fork Classic and associated horse events on August 9, 10, 11, 16, 17, 18, 21, 22, 23, 24, 25; and

WHEREAS, the Town Board desires to encourage tourism throughout the town with the associated secondary economic impact to the local businesses; and

WHEREAS, the Town of Riverhead CDA will receive $5,000 for the 11 day event payable upon the execution of the Agreement.

THEREFORE, BE IT RESOLVED, that the CDA Board authorizes the Chairman to execute the license agreement substantially in the form attached hereto with Rosewood Management, Inc. upon receipt and approval by the Town Attorney of all applicable permits and approvals, adequate insurance, the license fee by certified check, and applicable escrow funds.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide certified copy of this resolution to Community Development Agency Director, Andrea Lohneiss, Town Attorney, Dawn Thomas, and Bobby Ginsberg, Rosewood Management, Inc.

The vote:

Member Densieski _____
Member Cardinale _____
Member Kent _____
Member Lull _____
Chairman Kozakiewicz _____

THE VOTE

Densieski ✓ Yes ___ No Cardinale ___ Yes ✓ No
Kent ___ Yes ✓ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

LICENSE AGREEMENT FOR NORTH FORK CLASSIC HORSE SHOW

This Contract is made and entered into as of this ____ day of July , 2001, by and between **Riverhead Community Development Agency**, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York (CDA) and Robert Ginsburg, d/b/a Rosewood Management, Inc., (hereinafter "RMI") a corporation duly organized and existing under the laws of the State of New York having a principal place of business at

, New York:

WHEREAS, RMI, is in the business of organizing and promoting horse show events for the general public; and

WHEREAS, CDA controls approximately 2900 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park, hereinafter referred to as the "Property" and being depicted on the attached Exhibit A; and

WHEREAS, RMI desires to stage and promote an outdoor horse show event commonly known as "The North Fork Classic" on the Property between August 9 through August 25, 2001(the "Event"); and

WHEREAS, RMI and CDA have agreed to terms under which RMI will be granted the use of certain land, buildings, facilities and/or equipment at the Property;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Use of Property: CDA hereby grants RMI,. a License providing RMI with temporary and occupancy use of the Property depicted on the attached Exhibit A (including buildings, facilities and equipment, if any, as described in said Exhibit A), upon the terms and conditions set forth hereunder. This License will provide RMI and its employees, representatives, agents and concessionaires with access to the Property from August 1 through August 31, 2001 to accommodate the set up for the Event and the completion of garbage and rubbish cleanup actions required for all land and facilities under paragraph 4 below for the purpose of preparing the grounds for the Event to be staged hereunder, including the construction and installation of an outdoor stages, amusement rides, medical facilities, ticket booths, concession stands for food, beverages and merchandise, and other temporary structures and facilities necessary, appropriate or incidental to the staging of the Event.

2. Compliance With Laws: RMI will at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property. Without limiting the generality of the foregoing, to the extent required by law, RMI, will secure a "Mass Gathering Permit" or such other assembly permit as is deemed necessary to conduct the Event from any municipality having jurisdiction over the Event from the

Commissioner of the Suffolk County Department of Health prior to holding the Event. CDA. agrees to provide information at its disposal and otherwise cooperate with RMI, in pursuing its application for any such permit(s) or license(s).

3. Compensation: In exchange for License set forth above for the use of the Property, RMI, will pay CDA Five Thousand ($5,000.00) Dollars. All sums payable by RMI to CDA under this Agreement shall be made on or before August 1, 2001.

4. Responsibilities of RMI: Subject to the terms of this Agreement, RMI will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, all food and beverage concessions, merchandising, parking, any video or audio filming or taping of the Event, security for the Event, provision of emergency medical services, lay-out and administration, and operation of sanitary facilities. RMI agrees to water the parking area on each day that no rain falls and that it will keep the parking area properly mowed so as to prevent the likelihood of fire. The Event will be subject to a pre-opening inspection by the appropriate Building Department officials and the Fire Marshal. Following the Event, RMI will promptly commence garbage and rubbish removal and cleanup (hereafter, the cleanup and shall diligently and continuously engage in such cleanup efforts so that the cleanup will be accomplished as soon as reasonably practicable (but in no event later than August 31 , 2001). Buildings, facilities and grounds will be restored to the condition that existed prior to the Event (hereafter, the "restoration") and be

completely clean and free of clutter and debris. RMI will remove all refuse, rubble, garbage and debris created by the Event or RMI's activities at the Property and dispose of the same in at an appropriate waste facility.

In order to provide assurance that there will be sufficient resources to complete the cleanup and the restoration as set forth in the preceding paragraph, RMI, will deposit the sum of Ten Thousand ($10,000.00) Dollars (the "Escrow Funds") with the Town of Riverhead, which Escrow Funds will be disbursed by the Escrow Agent in accordance with this Agreement. The Escrow Funds shall be deposited by RMI., as provided above on or before August 1, 2001. The Escrow Funds shall be disbursed as directed jointly by the parties hereto, except as otherwise provided herein. CDA and RMI, agree that the Escrow Funds shall be disbursed in satisfaction of costs associated with the cleanup and the restoration until the same are completed to the reasonable satisfaction of CDA. CDA agrees that Escrow Funds will be released upon the approval of the cleanup and restoration of the Property by the CDA, which approval will not be unreasonably withheld. Upon completion of all cleanup and restoration work hereunder by RMI, to the reasonable satisfaction of CDA, any unexpended balance of the Escrow Funds will be returned to RMI. In the event that RMI and CDA cannot agree whether a reasonable cleanup and/or restoration standard has been accomplished, such dispute shall be resolved in accordance with the dispute resolution provisions of this Agreement. In the event that RMI, fails for any reason (other than a disagreement as to whether the cleanup standard has been met) to complete its cleanup and restoration work hereunder to the reasonable satisfaction of CDA, CDA shall have the right, after notice to RMI,

to apply any unexpended balance of the Escrow Funds toward the reasonable costs and expenses of completing such cleanup and/or restoration work; provided that any remaining unexpended Escrow Funds after the completion of such work by CDA will be returned to RMI

5. Septic Waste. RMI, will be responsible for the handling, storage, processing (i.e., screening of foreign objects), treatment and disposal of all waste from portable toilets generated in connection with the Event and related activities. The parties shall cooperate in identifying and specifying methods of handling, storing, processing, treating and disposing of the waste.

6. Security. RMI will provide all security services reasonably necessary to protect the health and safety of the horse show goers as well as the general public, and generally to protect against damage to or loss of property, including the land, buildings, equipment and/or facilities provided by CDA hereunder for use in connection with the Event. RMI will undertake all necessary coordination with state, county and local law enforcement agencies and will pay any costs, fees or expenses associated with acquiring necessary services from such law enforcement agencies, including, without limitation, the fees or expenses associated with such law enforcement services. RMI agrees that security, including that which prevents access into the balance of the CDA property, shall be provided to the site on a 24 hour per day basis. In addition, RMI shall be required to provide two persons to man the main entrance gate to the horse show site on a twenty four hour to allow horse owners and vendors access to the site when necessary.

7. Insurance and Indemnification: RMI will be responsible for providing comprehensive general liability insurance in the amount of not less than $10,000,000 with a company or companies reasonably satisfactory to the CDA. [In addition, RMI will provide casualty insurance on the buildings, structures, equipment and facilities within the Property at their full replacement cost.] RMI shall provide certificates of the foregoing insurance, showing CDA, the Town of Riverhead and Grubb & Ellis, Inc. as additional insureds to the extent of their interest. Finally, RMI, agrees to indemnify and hold CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with the Event and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by RMI and its employees, agents, representatives and concessionaires, or any horse show attendee, of the Property, excepting liability solely caused by the gross negligence CDA or its employees, agents or representatives. Without limiting the generality of the foregoing, RMI agrees to indemnify and hold CDA harmless from any lien claimed or asserted for labor, materials or services furnished to RMI in connection with the horse shows or related events. With respect to any suit or claim by CDA whether under this indemnification provision or otherwise, RMI, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by CDA securing compliance with the provision of this indemnification agreement.

8. Miscellaneous Responsibilities of RMI : Except with respect to any specific services, equipment and facilities to be provided by CDA under this Agreement, RMI will be responsible for acquiring all services and materials and otherwise for carrying out all actions necessary for the Event and related activities to take place, including, but not limited to, all planning, marketing, promotions, sponsorship, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development and removal of systems to deliver adequate supplies of potable water, portable toilets, systems for removal of wastewater, ticketing, security, emergency medical service, traffic control, electrical power and communications. RMI will obtain all necessary licenses, permits and approvals required for the Event and for construction of any temporary structure or system to be used at the Property in connection with the Event or related activities. In addition, RMI will take all actions necessary to restore the property to its condition existing prior to the commencement of operations under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

9. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

10. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or

oral, exists with respect to the subject matter of this document.

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

12. Dispute Resolution. The parties to this Agreement will submit any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement to binding arbitration under the rules of the American Arbitration Association. Such arbitration shall be conducted by an arbitrator experienced in arbitrating disputes of similar size and complexity as shall be jointly selected by the parties, or failing such joint selection within seven (7) days of the assertion of the controversy or claim, as shall be appointed by the President of the American Arbitration Association in the City of Albany, New York. Arbitration shall commence upon appointment of the arbitrator. All costs of arbitration shall be shared equally by the parties. The parties shall be responsible for the costs of their respective attorneys and the expenses of witnesses that they may call. Notwithstanding any other provision of law, any arbitration process held pursuant to this Agreement shall be deemed confidential and no statements made therein shall be used in any other proceeding. The decision of the arbitrator shall be delivered in writing to the parties within seven (7) calendar days of the closing of the arbitration proceedings. The decision of the arbitrator shall be binding upon the parties.

In Witness Whereof, RMI. has caused this instrument to be signed in its corporate name by Robert Ginsburg. President, hereunto duly authorized, and Town of Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by _____, its _____, hereunto duly authorized, as of the day and the year first above written.

Rosewood Management, Inc.

By:_____

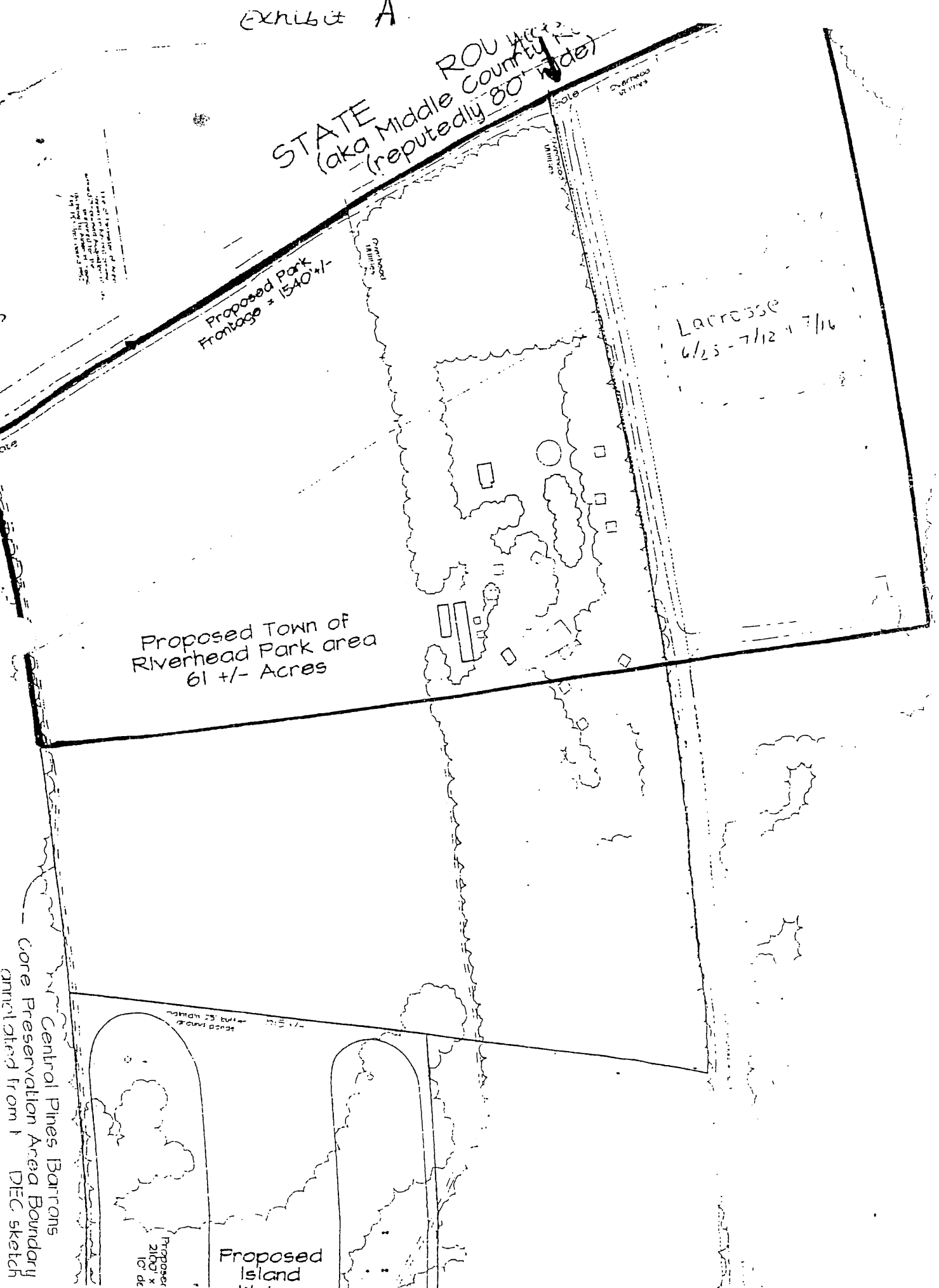
RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

By:_____

Name: Robert F. Kozakiewicz

Title: Chairman

Exhibit A


STATE ROW
(aka Middle County Rd
(reputedly 80' wide)
Proposed Park
Frontage = 1540'+/-
Lacrosse
6/25 - 7/12 + 7/16
Proposed Town of
Riverhead Park area
61 +/- Acres
Proposed
Island
Central Pines Barrons
Core Preservation Area Boundary
annotated from DEC sketch