

Date: June 19, 2013

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held on June 19, 2013 at 8:00 a.m. local time, the Town of Brookhaven Department of Economic Development, 1 Independence Hill, 3rd Floor, Farmingville, New York 11738, the following members of the Agency were:

Present: Frederick C. Braun, III, Gasper C. Celauro, Felix J. Grucci, Jr.,
Ronald J. LaVita, Peter G. Moloney, John Rose & Ann-Marie Scheidt

Absent:

Recused: Ann-Marie Scheidt

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
James Ryan, Chief Financial Officer

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the acquisition of a certain industrial development facility more particularly described below (CV Village at Coram, LLC Facility).

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

<u>Voting Aye</u>	<u>Voting Nay</u>	<u>Recused</u>
Braun		
Celauro		
Grucci		
LaVita		
Moloney		
Rose		
		Scheidt

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY APPROVING
THE APPOINTMENT OF CV VILLAGE AT CORAM, LLC,
A NEW YORK LIMITED LIABILITY COMPANY, AS
AGENT OF THE AGENCY FOR THE PURPOSE OF
ACQUIRING, CONSTRUCTING AND EQUIPPING THE
FACILITY, APPROVING THE ACQUISITION,
CONSTRUCTION AND EQUIPPING OF A CERTAIN
INDUSTRIAL DEVELOPMENT FACILITY FOR CV
VILLAGE AT CORAM, LLC AND APPROVING THE
FORM, SUBSTANCE AND EXECUTION OF RELATED
DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 65 of the Laws of 1975 of the State of New York, as the same may be amended from time to time (collectively, the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”), was created with the authority and power among other things, to assist with certain industrial development projects as authorized by the Act; and

WHEREAS, CV Village at Coram, LLC, a New York limited liability company on behalf of itself and/or the principals of CV Village at Coram, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), has submitted its application requesting the Agency’s assistance in the acquisition, construction and equipping of a mixed-use industrial development facility which will occur in three phases over the next three to five years as follows: (A) Phase I will consist of (i) the acquisition of title to a parcel of land aggregating approximately 17.60 acres and located at 3700 Route 112, Coram, Town of Brookhaven, New York (the “**Land**”), together with an existing structure located thereon, (ii) the demolition of the existing structure, and (iii) the construction and equipping of an approximately seven (7) approximately 110,000 square foot buildings containing approximately 98 residential units; (B) Phase II will consist of the construction and equipping of five (5) approximately 82,000 square foot buildings containing approximately 78 additional residential units; and (C) Phase III will consist of the construction and equipping of an approximately 13,300 square building to be used for retail space (Phase I, Phase II and Phase III are hereinafter collectively referred to as the “**Facility**”), all to be leased by the Agency to and used by the Company as a mixed-use development, including the following as they relate to the appointment of the Company as agent of the Agency pursuant to Section 5 hereof with respect to the acquisition, construction and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, in connection with the request by the Company for the Agency's assistance, a public hearing (the "**Hearing**") was held on June 18, 2013, so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency or the location or nature of the Facility, could be heard, and such notice (together with proof of publication) was substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the minutes of the Hearing are substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the Agency will acquire title to or a leasehold interest in the Facility and will lease or sublease the Facility to the Company pursuant to a certain Lease Agreement, dated as of June 1, 2013 or such other date as the Chairman, Chief Executive Officer and counsel to the Agency shall agree (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Company has requested the Agency provide for a twenty (20) year payment in lieu of tax agreement on the property taxes due on the Facility, consistent with the policies of the Agency pursuant to a PILOT Agreement (defined below); and

WHEREAS, the requested financial assistance deviates from the Agency's Uniform Tax Exemption Policy (the "**Policy**"), adopted on or around June, 2012, as previously amended, because the proposed term of the PILOT Agreement will contain provisions for a twenty (20) year extension of property tax payments due on the Facility; and

Whereas, the Agency proposes to deviate from the Policy because the Facility and the requested additional financial assistance will encourage the Company to remain in the Town of Brookhaven and to provide additional jobs for the residents of the Town of Brookhaven and the project would not be economically viable without the proposed PILOT Agreement; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company, consistent with the policies of the Agency, in the form of (i) exemptions from mortgage recording taxes in an aggregate amount presently estimated to be \$[] but not to exceed \$[], in connection with the financing of the acquisition of the leasehold interest, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating, and equipping of the Facility, (ii) exemptions from sales and use taxes on the acquisition of fixtures, furniture and equipment to be installed in the Facility in connection with the purchase or lease of equipment, building materials, services or other personal property in an amount not to exceed \$[] (as set forth in the Form of Sales Tax Letter set forth as Exhibit C hereof), and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit D hereof), all consistent with the policies of the Agency exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility or permanent financing of the Facility; and

WHEREAS, as security for a loan or loans from a lender or lenders not yet determined (collectively, the "**Lender**"), the Agency and the Company will execute and

deliver to the Lender, one or more mortgages, each dated a date to be determined and each from the Company and the Agency to the Lender, and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Lender (collectively, the "**Loan Documents**"), in connection with the financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "**SEQR Act**" or "**SEQR**"), the Agency constitutes a "State Agency";

WHEREAS, to aid the Agency in determining whether the Assignment and the acquisition, renovation and equipping of the Facility may have a significant effect upon the environment, the Assignees have prepared and submitted to the Agency an Environmental Assessment Form and related documents (the "**Questionnaire**") with respect to the Facility, a copy of which is on file at the office of the Agency;

WHEREAS, the Questionnaire has been reviewed by the Agency; and

WHEREAS, the Agency has given due consideration to the representations of the Company that the transactions referred to herein are either an inducement to the Company to maintain and expand the Facility in the Town of Brookhaven or are necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the transfer of fee title to or a leasehold interest in the Land (as such term is defined in the Lease Agreement) and the Facility to the Agency and the leasing or subleasing of the Facility to the Company.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. Based upon the information regarding the Facility supplied by the Assignee, the Agency determines that the action relating to the assignment and assumption of the Facility, the acquisition, renovation and equipping of the Facility, the refinancing or financing thereof and the operation of the Facility is a Type I action under the SEQR Act and therefore, does not require further environmental review.

Section 2. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a “project”, as such term is defined in the Act; and

(c) The acquisition, construction and equipping of the Facility, the leasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The acquisition, construction and equipping of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and Counsel to the Company, the Facility conforms with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local land use plans for the area in which the Facility is located; and

(f) The Facility and the operations conducted therein do not have a significant effect on the environment, as determined in the accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder; and

(g) It is desirable and in the public interest for the Agency to lease the Facility; and

(h) The Lease Agreement will be an effective instrument whereby the Agency will lease the Facility to the Company; and

(i) The Payment-in-Lieu-of-Tax Agreement, dated as of June 1, 2013 (the “**PILOT Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their Agreement regarding payments in lieu of real property taxes; and

(j) The Recapture Agreement, dated as of June 1, 2013 (the “**Recapture Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and between the Company and the Agency, in the form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company; and

(k) The Environmental Compliance and Indemnification Agreement, dated as of June 1, 2013 (the “**Environmental Compliance and Indemnification Agreement**”), or such

other date as the Chairman and Agency Counsel shall agree, by and between the Company and the Agency will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(l) The Loan Documents will be effective instruments whereby the Agency and the Assignee agree to secure the Loan and assign to the Lender their respective rights under the Lease Agreement, as amended and as assigned (except for the Agency's Unassigned Rights).

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Facility to the Company pursuant to the Lease Agreement, (ii) execute, deliver and perform the Lease Agreement, (iii) execute, deliver and perform the PILOT Agreement, (iv) execute, deliver and perform the Recapture Agreement, (v) execute and deliver the Environmental Compliance and Indemnification Agreement; (vi) grant mortgage liens on and security interests in and to the Facility pursuant to the Loan Documents, and (vii) execute, deliver and perform such other related documents as may be necessary or appropriate to effect the Assignment and the acquisition, construction and equipping of the Facility.

Section 4. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 5. The Company is hereby appointed the true and lawful agent of the Agency to acquire, construct, furnish and equip the Facility on behalf of the Agency, with the authority to delegate its status as agent of the Agency to the Company's agents, subagents, contractors, subcontractors, suppliers and vendors and other such parties as the Company may choose. The terms and conditions of the appointment of the Company as agent of the Agency for the purposes described in this Section 5 are set forth in the form of the attached letter addressed to the Company, marked as Exhibit C to this resolution, which is incorporated herein by reference. The appointment described above includes the following activities as they relate to the acquisition, demolition, construction, equipping and furnishing of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, demolition, construction, equipping and furnishing of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with acquisition, demolition, construction, equipping and furnishing the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under the Facility. This Agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf. This agency appointment expressly excludes

the purchase by the Company of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The aforesaid appointment of the Company as agent of the Agency to acquire, demolish, construct, furnish and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) [____, 20____], or (c) the date on which the Company purchases or leases \$[_____] of equipment, building materials, services or other personal property, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time.

Section 6. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, construction and equipping of the Facility in the form of exemptions from mortgage recording taxes in an amount not to exceed \$[_____] in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility, exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials, services or other personal property in an amount not to exceed \$[_____] (as set forth in the Form of Sales Tax Letter set forth as Exhibit C hereof) and abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit D hereof), consistent with the policies of the Agency.

Section 7. The Company hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement.

Section 8. The Agency hereby finds and determines:

(a) The Chairman, Chief Executive Officer, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement and the Loan Documents that the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Chief Executive Officer, or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Chief Executive Officer, and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Agency Documents"). The execution thereof by the Chairman, Chief Executive Officer, or any member or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Chief Executive Officer, or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 10. This resolution shall take effect immediately.

Date: January 15, 2014

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held on January 15, 2014 at 8:00 a.m. local time, the Town of Brookhaven Department of Economic Development, 1 Independence Hill, 3rd Floor, Farmingville, New York 11738, the following members of the Agency were:

Present: Frederick C. Braun, III
Gasper C. Celauro
Felix J. Grucci, Jr.
Scott Middleton
Peter G. Moloney
John Rose
Ann-Marie Scheidt

Absent:

Recused: Ann-Marie Scheidt

Also Present: Lisa M.G. Mulligan, Chief Executive Officer
James Ryan, Chief Financial Officer

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the acquisition of a certain industrial development facility more particularly described below (CV Village at Coram, LLC Facility).

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

<u>Voting Aye</u>	<u>Voting Nay</u>	<u>Recused</u>
Braun		
Celauro		
Grucci		
Middleton		
Moloney		
Rose		
		Scheidt

AMENDED RESOLUTION OF THE TOWN OF
BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
APPROVING THE APPOINTMENT OF CV VILLAGE AT
CORAM, LLC, A NEW YORK LIMITED LIABILITY
COMPANY, WINCORAM COMMONS I, LLC, A NEW
YORK LIMITED LIABILITY COMPANY, WINCORAM
COMMONS PHASE II, LLC, A NEW YORK LIMITED
LIABILITY COMPANY AND WINCORAM COMMONS
COMMERCIAL, LLC, A NEW YORK LIMITED
LIABILITY COMPANY AS AGENTS OF THE AGENCY
FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING
AND EQUIPPING THE FACILITY, APPROVING THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF A
CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR
CV VILLAGE AT CORAM, LLC AND APPROVING THE
FORM, SUBSTANCE AND EXECUTION OF RELATED
DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 65 of the Laws of 1975 of the State of New York, as the same may be amended from time to time (collectively, the “Act”), the Town of Brookhaven Industrial Development Agency (the “Agency”), was created with the authority and power among other things, to assist with certain industrial development projects as authorized by the Act; and

WHEREAS, CV Village at Coram, LLC, a New York limited liability company on behalf of itself and/or the principals of CV Village at Coram, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Company”), has submitted its application requesting the Agency’s assistance in the acquisition of title to a parcel of land aggregating approximately 17.60 acres and located at 3700 Route 112, Coram, Town of Brookhaven, New York (the “Land”), together with existing structures and improvements located thereon by the Company and the demolition, construction and equipping of a mixed-use industrial development facility which will occur in three phases as follows: (A) Phase I will consist of construction and equipping of seven (7) buildings totaling approximately 110,000 square feet and containing an aggregate of approximately 98 residential units and approximately 9,300 square feet of commercial space (the “Phase I Facility”), which Phase I Facility will be leased to the Company pursuant to a Phase I Facility Lease Agreement, dated as of February 1, 2014 or such other date as the Chairman, Chief Executive Officer and counsel to the Agency shall agree (the “Phase I Facility Lease Agreement”), for further sublease by the Company to and to be used by Wincoram Commons I, LLC, a New York limited liability company on behalf of itself and/or the principals of Wincoram Commons I, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Phase I Sublessee”); (B) Phase II will consist of the construction and equipping of five (5) buildings totaling approximately 82,000 square feet and containing an aggregate of approximately 78 additional residential units (the “Phase II Facility”), which Phase II Facility will be leased to the Company pursuant to a certain Phase II Facility Lease Agreement, dated as of February 1, 2014 or such other date as the Chairman, Chief Executive

Officer and counsel to the Agency shall agree (the “**Phase II Facility Lease Agreement**”), by and between the Agency and the Company, for further sublease by the Company to and to be used by Wincoram Commons Phase II, LLC, a New York limited liability company on behalf of itself and/or the principals of Wincoram Commons Phase II, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Phase II Sublessee**”); and (C) Phase III will consist of the construction and equipping of an approximately 13,300 square foot building to be used for retail space (the “**Phase III Facility**”; and together with the Phase I Facility and the Phase II Facility, the “**Facility**”), which Phase II Facility will be leased to the Company pursuant to a certain Phase III Facility Lease Agreement, dated as of February 1, 2014 or such other date as the Chairman, Chief Executive Officer and counsel to the Agency shall agree (the “**Phase III Facility Lease Agreement**”; and together with the Phase I Facility Lease Agreement and the Phase I Facility Lease Agreement, the “**Lease Agreements**”), by and between the Agency and the Phase III Company, for further sublease by the Company to and to be used by Wincoram Commons Commercial, LLC, a New York limited liability company on behalf of itself and/or the principals of Wincoram Commons Commercial, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Phase III Sublessee**”); all to be leased by the Agency to and used by the Company as a mixed-use development, including the following as they relate to the appointment of the Company as agent of the Agency with respect to the acquisition, demolition, construction and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, demolition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, demolition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, in connection with the request by the Company for the Agency’s assistance, a public hearing (the “**Hearing**”) was held on June 18, 2013, so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency or the location or nature of the Facility, could be heard, and such notice (together with proof of publication) was substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the minutes of the Hearing are substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the Company has requested the Agency provide for a twenty (20) year payment in lieu of tax agreement on the property taxes due on the Facility, consistent with the policies of the Agency pursuant to a PILOT Agreement (defined below); and

WHEREAS, the requested financial assistance deviates from the Agency’s Uniform Tax Exemption Policy (the “**Policy**”), adopted on or around June, 2012, as previously amended, because the proposed term of the PILOT Agreement will contain provisions for a twenty (20) year extension of property tax payments due on the Facility; and

WHEREAS, the Agency proposes to deviate from the Policy because the Facility and the requested additional financial assistance will encourage the Company to remain in the Town of Brookhaven and to provide additional jobs for the residents of the Town of Brookhaven and the project would not be economically viable without the proposed PILOT Agreement; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company, the Phase I Sublessee, the Phase II Sublessee and the Phase III Sublessee (the Phase I Sublessee, the Phase II Sublessee and the Phase III Sublessee herein are collectively referred to as the “**Sublessees**”), consistent with the policies of the Agency, in the form of (i) exemptions from mortgage recording taxes in an aggregate amount presently estimated to be \$309,291 but not to exceed \$550,000, in connection with the financing of the acquisition of the leasehold interest, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating, and equipping of the Facility, (ii) exemptions from sales and use taxes on the acquisition of fixtures, furniture and equipment to be installed in the Facility in connection with the purchase or lease of equipment, building materials, services or other personal property in an amount presently estimated to be \$1,143,673 but not to exceed \$1,500,000 (as set forth in the Form of Sales Tax Letter set forth as Exhibit C hereof), and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit D hereof), all consistent with the policies of the Agency exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility or permanent financing of the Facility; and

WHEREAS, the Phase I Sublessee contemplates that it will sublease the approximately 9,300 square feet of commercial space to Conifer Realty LLC, a New York limited liability company on behalf of itself and/or the principals of Conifer Realty LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, “**Conifer**”), and in connection therewith, the Agency and Conifer will enter into a certain Tenant Agency Compliance Agreement, dated as of February 1, 2014 (the “**Conifer Tenant Agency Compliance Agreement**”), or such other date as the Chairman and Agency counsel shall agree;

WHEREAS, as security for a loan or loans from CDCLI Funding Corporation, on behalf of itself and/or the principals of CDCLI Funding Corporation and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Phase I Lender**”), the Agency, the Company and the Phase I Sublessee will execute and deliver to the Phase I Lender, one or more mortgages, each dated a date to be determined and each from the Phase I Sublessee, the Company and the Agency to the Phase I Lender, and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Phase I Lender (collectively, the “**Phase I Loan Documents**”), in connection with the financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Phase I Facility; and

WHEREAS, as security for a loan or loans from a lender or lenders not yet determined (collectively, the “**Phase II Lender**”), the Agency, the Company and the Phase II Sublessee will execute and deliver to the Phase II Lender, one or more mortgages, each dated a date to be determined and each from the Phase II Sublessee, the Company and the Agency

to the Phase II Lender, and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Phase II Lender (collectively, the “**Phase II Loan Documents**”), in connection with the financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Phase II Facility; and

WHEREAS, as security for a loan or loans from a lender or lenders not yet determined (collectively, the “**Phase III Lender**”), the Agency, the Company and the Phase III Sublessee will execute and deliver to the Phase III Lender, one or more mortgages, each dated a date to be determined and each from the Phase III Sublessee, the Company and the Agency to the Phase III Lender, and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Phase III Lender (collectively, the “**Phase III Loan Documents**”), in connection with the financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Phase III Facility; and

WHEREAS, the Agency, by resolution duly adopted on July 16, 2013 (the “**Inducement/Authorizing Resolution**”) decided to proceed under the provisions of the Act to acquire and lease the Facility and authorized the acquisition, demolition, construction and equipping of the Facility; and

WHEREAS, the Agency now intends to amend such Inducement/Authorizing Resolution in order to reflect the structure of the Phase I Facility, the Phase II Facility and the Phase III Facility and corresponding documents; and

WHEREAS, the Agency ratifies and confirms all terms contemplated under the Inducement/Authorizing Resolution, as amended by this Amended Authorizing Resolution, including the Agency Documents (as defined therein); and

WHEREAS, the Agency has given due consideration to the representations of the Company that the transactions referred to herein are either an inducement to the Company to maintain and expand the Facility in the Town of Brookhaven or are necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, the Company and the Sublessees have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the transfer of fee title to or a leasehold interest in the Land (as such term is defined in the Lease Agreements) and the Facility to the Agency and the leasing or subleasing of the Facility to the Company.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby ratifies and confirms all terms contemplated by the Authorizing Resolution, as amended by this Amended Authorizing Resolution, including the Agency Documents.

Section 2. The Agency hereby amends the Inducement/Authorizing Resolution to reflect the Phase I Facility, Phase II Facility and Phase III Facility and corresponding documents

Section 3. The Agency hereby finds and determines:

(a) The Phase I Facility Company Lease Agreement, dated as of February 1, 2014 (the “**Phase I Facility Lease**”), or such other date as the Chairman and Agency Counsel shall agree, by and between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company will lease the Phase I Land (as defined therein) to the Agency; and

(b) The Phase II Facility Company Lease Agreement, dated as of February 1, 2014 (the “**Phase II Facility Lease**”), or such other date as the Chairman and Agency Counsel shall agree, by and between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company will lease the Phase II Land (as defined therein) to the Agency; and

(c) The Phase III Facility Company Lease Agreement, dated as of February 1, 2014 (the “**Phase III Facility Lease**”), or such other date as the Chairman and Agency Counsel shall agree, by and between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company will lease the Phase III Land (as defined therein) to the Agency; and

(d) The Phase I Facility Lease Agreement will be an effective instrument whereby the Agency will lease the Phase I Facility to the Company; and

(e) The Phase II Facility Lease Agreement will be an effective instrument whereby the Agency will lease the Phase II Facility to the Company; and

(f) The Phase III Facility Lease Agreement will be an effective instrument whereby the Agency will lease the Phase III Facility to the Company; and

(g) The Phase I Facility Payment-in-Lieu-of-Tax Agreement, dated as of February 1, 2014 (the “**Phase I Facility PILOT Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and among the Company, the Phase I Sublessee and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency, the Phase I Sublessee and the Company set forth the terms and conditions of their Agreement regarding payments in lieu of real property taxes; and

(h) The Phase II Facility Payment-in-Lieu-of-Tax Agreement, dated as of February 1, 2014 (the “**Phase II Facility PILOT Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and among the Company, the Phase II Sublessee and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency, the Phase II Sublessee and the Company set forth the terms and conditions of their Agreement regarding payments in lieu of real property taxes; and

(i) The Phase III Facility Payment-in-Lieu-of-Tax Agreement, dated as of February 1, 2014 (the “**Phase III Facility PILOT Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and among the Company, the Phase III Sublessee and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency, the Phase I Sublessee and the Company set forth the terms and conditions of their Agreement regarding payments in lieu of real property taxes; and

(j) The Phase I Facility Recapture Agreement, dated as of February 1, 2014 (the “**Phase I Facility Recapture Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and among the Company, the Phase I Sublessee and the Agency, in the form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency, the Phase I Sublessee and the Company describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company and the Phase I Sublessee; and

(k) The Phase II Facility Recapture Agreement, dated as of February 1, 2014 (the “**Phase II Facility Recapture Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and among the Company, the Phase II Sublessee and the Agency, in the form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency, the Phase II Sublessee and the Company describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company and the Phase II Sublessee; and

(l) The Phase III Facility Recapture Agreement, dated as of February 1, 2014 (the “**Phase III Facility Recapture Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and among the Company, the Phase III Sublessee and the Agency, in the form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency, the Phase III Sublessee and the Company describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company and the Phase III Sublessee; and

(m) The Phase I Facility Environmental Compliance and Indemnification Agreement, dated as of February 1, 2014 (the “**Phase I Facility Environmental Compliance and Indemnification Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and among the Company, the Phase I Sublessee and the Agency will be an effective instrument whereby the Company and the Phase I Sublessee agree to comply with all Environmental Laws (as defined therein) applicable to the Phase I Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(n) The Phase II Facility Environmental Compliance and Indemnification Agreement, dated as of February 1, 2014 (the “**Phase II Facility Environmental Compliance and Indemnification Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and among the Company, the Phase II Sublessee and the Agency will be an effective instrument whereby the Company and the Phase II Sublessee agree to comply with all Environmental Laws (as defined therein) applicable to the Phase II

Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(o) The Phase III Facility Environmental Compliance and Indemnification Agreement, dated as of February 1, 2014 (the “**Phase III Facility Environmental Compliance and Indemnification Agreement**”), or such other date as the Chairman and Agency Counsel shall agree, by and among the Company, the Phase III Sublessee and the Agency will be an effective instrument whereby the Company and the Phase III Sublessee agree to comply with all Environmental Laws (as defined therein) applicable to the Phase III Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(p) The Phase I Facility Tenant Agency Compliance Agreement, dated as of February 1, 2014 (the “**Phase I Tenant Agency Compliance Agreement**”), or such other date as the Chairman and Agency counsel shall agree, by and between the Phase I Sublessee and the Agency will be an effective instrument whereby the Phase I Sublessee will provide certain assurances to the Agency with respect to the Phase I Facility; and

(q) The Phase II Facility Tenant Agency Compliance Agreement, dated as of February 1, 2014 (the “**Phase II Tenant Agency Compliance Agreement**”), or such other date as the Chairman and Agency counsel shall agree, by and between the Phase II Sublessee and the Agency will be an effective instrument whereby the Phase II Sublessee will provide certain assurances to the Agency with respect to the Phase II Facility; and

(r) The Phase III Facility Tenant Agency Compliance Agreement, dated as of February 1, 2014 (the “**Phase III Tenant Agency Compliance Agreement**”), or such other date as the Chairman and Agency counsel shall agree, by and between the Phase III Sublessee and the Agency will be an effective instrument whereby the Phase III Sublessee will provide certain assurances to the Agency with respect to the Phase III Facility; and

(s) The Phase I Loan Documents will be effective instruments whereby the Agency and the Company and the Phase I Sublessee agree to secure the Phase I Loan and assign to the Phase I Lender their respective rights under the Phase I Facility Lease Agreement (except for the Agency’s Unassigned Rights); and

(t) The Phase II Loan Documents will be effective instruments whereby the Agency and the Company and the Phase II Sublessee agree to secure the Phase II Loan and assign to the Phase II Lender their respective rights under the Phase II Facility Lease Agreement (except for the Agency’s Unassigned Rights); and

(u) The Phase III Loan Documents will be effective instruments whereby the Agency and the Company and the Phase III Sublessee agree to secure the Phase III Loan and assign to the Phase III Lender their respective rights under the Phase III Facility Lease Agreement (except for the Agency’s Unassigned Rights); and

(v) The Conifer Tenant Agency Compliance Agreement will be an effective instrument whereby Conifer will provide certain assurances to the Agency with respect to the Phase I Facility.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Phase I Land from the Company pursuant to the Phase I Company Lease ; (ii) lease the Phase II Land from the Company pursuant to the Phase II Facility Company Lease ; (iii) lease the Phase III Land from the Company pursuant to the Phase III Facility Company Lease; (iv) lease the Phase I Facility to the Company pursuant to the Phase I Facility Lease Agreement; (v) lease the Phase II Facility to the Company pursuant to the Phase II Facility Lease Agreement; (vi) lease the Phase III Facility to the Company pursuant to the Phase III Facility Lease Agreement; (vii) execute, deliver and perform the Phase I Facility Lease Agreement, the Phase II Facility Lease Agreement and the Phase III Facility Lease Agreement; (viii) execute, deliver and perform the Phase I Facility PILOT Agreement, the Phase II Facility PILOT Agreement, and the Phase III Facility PILOT Agreement; (ix) execute, deliver and perform the Phase I Facility Recapture Agreement, the Phase II Facility Recapture Agreement, and the Phase III Facility Recapture Agreement; (x) execute and deliver the Phase I Facility Environmental Compliance and Indemnification Agreement, the Phase II Facility Environmental Compliance and Indemnification Agreement and the Phase III Facility Environmental Compliance and Indemnification Agreement; (xi) execute, deliver and perform the Phase I Facility Tenant Agency Compliance Agreement, the Phase II Facility Tenant Agency Compliance Agreement and the Phase III Facility Tenant Agency Compliance Agreement; (xii) grant mortgage liens on and security interests in and to the Facility pursuant to the Loan Documents; (xiii) execute, deliver and perform the Conifer Tenant Agency Compliance Agreement; and (xii) execute, deliver and perform such other related documents as may be necessary or appropriate to effect the acquisition, construction and equipping of the Facility.

Section 5. The Agency is hereby authorized to acquire a leasehold interest in the Phase I Land pursuant to the Phase I Facility Company Lease and acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Phase I Facility Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 6. The Agency is hereby authorized to acquire a leasehold interest in the Phase II Land pursuant to the Phase II Facility Company Lease and acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Phase II Facility Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 7. The Agency is hereby authorized to acquire a leasehold interest in the Phase III Land pursuant to the Phase III Facility Company Lease and acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Phase III Facility Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 8. The Company and the Sublessees are each hereby appointed the true and lawful agents of the Agency to acquire, construct, furnish and equip the Facility on

behalf of the Agency, with the authority to delegate its status as agent of the Agency to the Company's and the Sublessees' agents, subagents, contractors, subcontractors, suppliers and vendors and other such parties as the Company and the Sublessees may choose. The terms and conditions of the appointment of the Company and the Sublessees as agents of the Agency for the purposes described in this Section 5 are set forth in the form of the attached letters addressed to the Company and the Sublessees, marked as Exhibit C-1, Exhibit C-2 and Exhibit C-3 to this resolution, which are incorporated herein by reference. The appointment described above includes the following activities as they relate to the acquisition, demolition, construction, equipping and furnishing of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, demolition, construction, equipping and furnishing of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with acquisition, demolition, construction, equipping and furnishing the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under the Facility. This Agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf. This agency appointment expressly excludes the purchase by the Company or the Sublessees of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The aforesaid appointment of the Company and the Sublessees as agent of the Agency to acquire, demolish, construct, furnish and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) December 31, 2015, with respect to the Phase I Facility, December 31, 2016, with respect to the Phase II Facility, and December 31, 2017, with respect to the Phase III Facility, or (c) the date on which the Company and/or Sublessees receive exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials, services or other personal property in an amount presently estimated to be \$1,143,673 but not to exceed \$1,500,000, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company and/or the Sublessees if such activities and improvements are not completed by such time.

Section 9. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company and the Sublessees in connection with the acquisition, construction and equipping of the Facility in the form of exemptions from mortgage recording taxes in an amount presently estimated to be \$309,291 but not to exceed \$550,000, in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility, exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials, services or other personal property in an amount presently estimated to be \$1,143,673 but not to exceed \$1,500,000 (as set forth in the Form of Sales Tax Letter set forth as Exhibit C-1, Exhibit C-2, and Exhibit C-3, hereof) and abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit D hereof), consistent with the policies of the Agency.

Section 10. The Company and the Sublessees hereby agree to comply with Section 875 of the Act. The Company and the Sublessees further agree that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company and the Sublessees as agents of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Phase I Facility Recapture Agreement, the Phase II Facility Recapture Agreement and the Phase III Facility Recapture Agreement.

Section 11. The Agency hereby finds and determines:

(a) The Chairman, Chief Executive Officer, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Phase I Facility Company Lease, the Phase II Facility Company Lease, the Phase III Facility Company Lease, the Phase I Facility Lease Agreement, the Phase II Facility Lease Agreement, the Phase III Facility Lease Agreement, the Phase I Facility PILOT Agreement, the Phase II Facility PILOT Agreement, the Phase III Facility PILOT Agreement, the Phase I Facility Recapture Agreement, the Phase II Facility Recapture Agreement, the Phase III Facility Recapture Agreement, the Phase I Facility Environmental Compliance and Indemnification Agreement, the Phase II Facility Environmental Compliance and Indemnification Agreement, the Phase III Facility Environmental Compliance and Indemnification Agreement, the Phase I Facility Tenant Agency Compliance Agreement, the Phase II Facility Tenant Agency Compliance Agreement, the Phase III Facility Tenant Agency Compliance Agreement, the Phase I Loan Documents, the Phase II Loan Documents, the Phase III Loan Documents and the Conifer Tenant Agency Compliance Agreement that the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Chief Executive Officer, or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Chief Executive Officer, and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Agency Documents"). The execution thereof by the Chairman, Chief Executive Officer, or any member or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Chief Executive Officer, or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 12. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 13. This resolution shall take effect immediately.

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Secretary of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on January 15, 2014, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 15th day of January, 2014.

By: 

ASSISTANT Secretary