

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION AUTHORIZING THE EXTENSION OF TIME TO COMPLETE THE ACQUISITION, RENOVATION AND EQUIPPING OF, AND TO FULFILL EMPLOYMENT COMMITMENTS WITH RESPECT TO, THE **RESEARCH PROPERTY HOLDINGS, LLC/BIOCOAGENT, LLC 2021 FACILITY** AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the Town of Brookhaven Industrial Development Agency (the “**Agency**”) was created by Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York (collectively, the “**Act**”), with the authority and power to, among other things, acquire, construct, renovate and equip a project, provide financial assistance, and mortgage, lease, grant options with respect to and dispose of property; and

WHEREAS, the Agency previously provided its assistance to NAA PROPERTIES LLC, a New York limited liability company (the “**Original Company**”), and H.A.E. AIR, INC., a New York business corporation (the “**Original Sublessee**”), in connection with: (a) the acquisition of an approximately 1.11 acre parcel of land (the “**Land**”), the renovation of an 11,574 square foot building and other improvements thereon (the “**Original Improvements**”), and the acquisition and installation therein of certain equipment not part of the Original Equipment (as defined herein) (the “**Original Facility Equipment**”), located or to be located at 19 Pinehurst Drive, Bellport, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-813.00-01.00-008.024) (collectively, the Land, Original Improvements and Original Facility Equipment may be referred to as the “**Original Company Facility**”), which Land and Original Improvements were leased by the Original Company to the Agency, and the Original Company Facility was subleased and leased by the Agency to the Original Company, and further subleased by the Original Company to the Original Sublessee, and (b) the acquisition of certain equipment and personal property (the “**Original Equipment**,” together with the Original Company Facility, the “**Original Facility**”) which Original Equipment was leased by the Agency to the Original Sublessee, and which Original Facility was used by the Original Sublessee for the manufacture and distribution of sheet metal products; and

WHEREAS, the Original Company leased the Original Company Facility to the Agency pursuant to a certain Company Lease Agreement, dated as of May 1, 2018 (the “**Original Company Lease**”), by and between the Original Company and the Agency, a memorandum of such Original Company Lease was recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency leased and subleased the Original Company Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of May 1, 2018 (the “**Original Lease Agreement**”), by and between the Agency, as lessor, and the Original Company, as lessee, a memorandum of such Original Lease Agreement was recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Original Company sold the Original Company Facility to RESEARCH PROPERTY HOLDINGS, LLC, a New York limited liability company (the “**Company**”), and in connection therewith, the Original Company assigned, and the Company

assumed, the Original Company's rights, title, interest and obligations under the Original Company Lease and the Original Lease Agreement, all pursuant to the terms of an Assignment and Assumption Agreement, dated as of January 22, 2021 (the "**Assignment and Assumption Agreement**"), by and among the Agency, the Original Company, the Original Sublessee, Anthony Brennan, and the Company, which Assignment and Assumption Agreement was recorded in the Suffolk County Clerk's office; and

WHEREAS, by resolution duly adopted by the Agency on January 20, 2021 (the "**Authorizing Resolution**"), the Agency consented to the assignment by the Original Company and the assumption by the Company of the Original Company's interests in the Original Company Facility, and authorized the financial assistance provided pursuant to, and the execution and delivery of, among other instruments, the Lease Agreement, the Equipment Lease Agreement and the Agency Compliance Agreement, all as more particularly described herein; and

WHEREAS, in connection with, inter alia, the assignment and assumption of the Original Company's interests in the Original Company Facility, the Agency provided its assistance to the Company and BIOCOGENT, LLC, a New York limited liability company organized and existing under the laws of the State of New York (the "**Sublessee**"), in connection with (a) the acquisition of the Original Company Facility, the renovation of the Original Improvements (together with the Original Improvements, the "**Improvements**"), and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the "**Facility Equipment**", together with the Land and Improvements, the "**Company Facility**"), which Company Facility is leased and subleased by the Agency to the Company and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property (the "**Equipment**", together with the Company Facility, the "**Facility**") leased by the Agency to the Sublessee, and which Facility is or shall be used by the Sublessee for the manufacture, distribution, research, and development of, and office space in connection with the Sublessee's business of the manufacture, distribution, research, and development of, biologically-active dermatologic ingredients for non-regulated and over the counter skincare and med-care markets (collectively, the "**Project**"); and

WHEREAS, the Agency leased the Company Facility from the Company pursuant to that certain Amended and Restated Company Lease Agreement, dated as of January 1, 2021 (the "**2021 Company Lease**"), by and between the Company and the Agency, amending and restating in its entirety the Original Company Lease, a memorandum of which was recorded in the Suffolk County Clerk's office; and

WHEREAS, the Company subleased and leased the Company Facility from the Agency pursuant to that certain Amended and Restated Lease and Project Agreement, dated as of January 1, 2021 (the "**2021 Lease Agreement**") by and between the Company and the Agency, amending and restating in its entirety the Original Lease Agreement, a memorandum of which was recorded in the Suffolk County Clerk's office; and

WHEREAS, the Agency and the Company entered into a certain Amendment To Amended And Restated Lease And Project Agreement, dated as of March 10, 2021 (the "**First Lease Amendment**", together with the 2021 Lease Agreement, the "**Lease Agreement**"), extending the time by which the Company or the Sublessee will create and maintain at the

Company Facility fifteen (15) full-time equivalent employees from December 31, 2021, to December 31, 2023; and

WHEREAS, the Agency leased the Equipment to the Sublessee pursuant to that certain Equipment Lease and Project Agreement, dated as of January 1, 2021 (the “**2021 Equipment Lease Agreement**”), between the Agency and the Sublessee; and

WHEREAS, the Agency and the Sublessee entered into a certain Amendment to Equipment Lease and Project Agreement, dated as of March 10, 2021 (the “**First Equipment Amendment**”; together with the 2021 Equipment Lease Agreement, the “**Equipment Lease Agreement**”), extending the time by which the Sublessee will create and maintain at the Company Facility fifteen (15) full-time equivalent employees from December 31, 2021, to December 31, 2023; and

WHEREAS, the Agency, the Company and the Sublessee entered into a certain Agency Compliance Agreement, dated as of January 1, 2021 (the “**2021 Agency Compliance Agreement**”); and

WHEREAS, the Agency, the Company and the Sublessee entered into a certain Amendment to Agency Compliance Agreement, dated as of March 10, 2021 (the “**First Agency Compliance Amendment**”), extending the time by which the Sublessee will create and maintain at the Company Facility fifteen (15) full-time equivalent employees from December 31, 2021, to December 31, 2023; and

WHEREAS, counsel for the Company and the Sublessee has now requested on behalf of the Company and the Sublessee that the Agency extend the time in which to complete the acquisition, renovation and equipping of the Facility and to create and maintain at the Company Facility fifteen (15) full-time equivalent employees, to December 31, 2024 (collectively, the “**Extension of Time**”); and

WHEREAS, in order to provide for the Extension of Time, the Agency, the Company and the Sublessee will enter into a certain letter agreement dated as of December 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the “**Letter Agreement**”); and

WHEREAS, the Agency has given due consideration to the request of the Company and the sublessee; and

WHEREAS, the Company and the Sublessee 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 proposed Extension of Time.

NOW, THEREFORE, BE IT RESOLVED by the Town of Brookhaven Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. 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, renovation and equipping of the Facility, the continued leasing and subleasing of the Company Facility by the Agency to the Company, the continued subleasing of the Company Facility by the Company to the Sublessee, the acquisition and installation of the Equipment, and the continued leasing of the Equipment by the Agency to the Sublessee, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Located in the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

d. the acquisition, renovation and equipping of the Facility is reasonably necessary to induce the Company and the Sublessee to expand their business operations in the Town of Brookhaven and the State of New York; and

e. the Letter Agreement will be an effective instrument whereby the Agency will grant the Extension of Time to the Company and the Sublessee.

Section 2. In consequence of the foregoing, the Agency hereby (i) approves the Extension of Time, (ii) approves the form and substance of the Letter Agreement, and authorizes the execution and delivery of the Letter Agreement, with such changes thereto as the person executing same on behalf of the Agency shall deem necessary or desirable, and such other related documents as such person executing same may deem necessary or desirable, to effect the Extension of Time.

Section 3. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed to, on behalf of and in the name of the Agency, execute, deliver and perform the Letter Agreement. and additional certificates, agreements, instruments and documents (collectively, the “**Agency Amendment Documents**”), in such form and containing such terms, conditions and provisions as the person executing same on behalf of the Agency shall deem necessary or desirable, and shall approve, such necessity, desirability, and approval, to be conclusively evidenced by his or her execution and delivery thereof.

Section 4. Any and all acts, instruments, and other writings heretofore or hereafter performed and/or executed and delivered by any one or more of the Chairman, Chief Executive Officer or any member of the Agency, pursuant to the several foregoing resolutions, for and on behalf of and in the name of the Agency, in connection with the transactions contemplated thereby, be and the same hereby are, in all respects ratified, confirmed and approved.

Section 5. The Agency Amendment Documents, promptly following the execution, and delivery thereof, be identified by any of the Chairman, Chief Executive Officer or any member of the Agency by his or her endorsement thereon and when so identified be filed with the official records of the Agency.

Section 6. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such expenses and further agreed to, jointly and severally, indemnify and hold harmless the Agency, its members, directors, employees and agents from and against all claims, suits, actions, proceedings, obligations, damages, liabilities, judgments, costs and expenses, including legal fees and expenses, incurred as a result of action or inaction taken by or on behalf of the Agency with respect to the Facility.

Section 7. The Chairman, Chief Executive Officer, Counsel to the Agency or any member of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Company and the Sublessee, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 7. This resolution shall take effect immediately.

Adopted: November 16, 2022

Accepted: \_\_\_\_\_, 2022

RESEARCH PROPERTY HOLDINGS, LLC

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

BIOCOAGENT, LLC

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

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION AUTHORIZING AMENDMENTS TO AGREEMENTS IN CONNECTION WITH THE **RESEARCH PROPERTY HOLDINGS, LLC/BIOCOAGENT, LLC 2021 FACILITY** AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the Town of Brookhaven Industrial Development Agency (the “**Agency**”) was created by Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York (collectively, the “**Act**”), with the authority and power to, among other things, acquire, construct, renovate and equip a project, provide financial assistance, and mortgage, lease, grant options with respect to and dispose of property; and

WHEREAS, the Agency previously provided its assistance to NAA PROPERTIES LLC, a New York limited liability company (the “**Original Company**”), and H.A.E. AIR, INC., a New York business corporation (the “**Original Sublessee**”), in connection with: (a) the acquisition of an approximately 1.11 acre parcel of land (the “**Land**”), the construction of an 11,574 square foot building and other improvements thereon (the “**Original Improvements**”), and the acquisition and installation therein of certain equipment not part of the Original Equipment (as defined herein) (the “**Original Facility Equipment**”), located or to be located at 19 Pinehurst Drive, Bellport, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-813.00-01.00-008.024) (collectively, the Land, Original Improvements and Original Facility Equipment may be referred to as the “**Original Company Facility**”), which Land and Original Improvements were leased by the Original Company to the Agency, and the Original Company Facility was subleased and leased by the Agency to the Original Company, and further subleased by the Original Company to the Original Sublessee, and (b) the acquisition of certain equipment and personal property (the “**Original Equipment**,” together with the Original Company Facility, the “**Original Facility**”) which Original Equipment was leased by the Agency to the Original Sublessee, and which Original Facility was used by the Original Sublessee for the manufacture and distribution of sheet metal products; and

WHEREAS, the Original Company leased the Original Company Facility to the Agency pursuant to a certain Company Lease Agreement, dated as of May 1, 2018 (the “**Original Company Lease**”), by and between the Original Company and the Agency, a memorandum of such Original Company Lease was recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency leased and subleased the Original Company Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of May 1, 2018 (the “**Original Lease Agreement**”), by and between the Agency, as lessor, and the Original Company, as lessee, a memorandum of such Original Lease Agreement was recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Original Company sold the Original Company Facility to the Company, and in connection therewith, the Original Company assigned, and the Company assumed, the Original Company’s rights, title, interest and obligations under the Original Company Lease and the Original Lease Agreement, all pursuant to the terms of an Assignment and

Assumption Agreement, dated as of January 22, 2021 (the “**Assignment and Assumption Agreement**”), by and among the Agency, the Original Company, the Original Sublessee, Anthony Brennan, and the Company, which Assignment and Assumption Agreement was recorded in the Suffolk County Clerk’s office; and

WHEREAS, by resolution duly adopted by the Agency on January 20, 2021 (the “**Authorizing Resolution**”), the Agency consented to the assignment by the Original Company and the assumption by the Company of the Original Company’s interests in the Original Company Facility, and authorized the financial assistance provided pursuant to, and the execution and delivery of, among other instruments, the Lease Agreement, the Equipment Lease Agreement and the Agency Compliance Agreement, all as more particularly described herein; and

WHEREAS, in connection with, *inter alia*, the assignment and assumption of the Original Company’s interests in the Original Company Facility, the Agency provided its assistance to the Company and BICOAGENT, LLC, a New York limited liability company organized and existing under the laws of the State of New York (the “**Sublessee**”), in connection with (a) the acquisition of the Original Company Facility, the renovation of the Original Improvements (together with the Original Improvements, the “**Improvements**”), and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the “**Facility Equipment**”, together with the Land and Improvements, the “**Company Facility**”), which Company Facility is leased and subleased by the Agency to the Company and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”, together with the Company Facility, the “**Facility**”) leased by the Agency to the Sublessee, and which Facility is or shall be used by the Sublessee for the manufacture, distribution, research, and development of, and office space in connection with the Sublessee’s business of the manufacture, distribution, research, and development of, biologically-active dermatologic ingredients for non-regulated and over the counter skincare and med-care markets (collectively, the “**Project**”); and

WHEREAS, Agency leased the Company Facility from the Company pursuant to that certain Amended and Restated Company Lease Agreement, dated as of January 1, 2021 (the “**Company Lease**”), by and between the Company and the Agency, amending and restating in its entirety the Original Company Lease, a memorandum of which was recorded in the Suffolk County Clerk’s office; and

WHEREAS, Company subleased and leased the Company Facility from the Agency pursuant to that certain Amended and Restated Lease Agreement, dated as of January 1, 2021 (the “**Lease Agreement**”) by and between the Company and the Agency, amending and restating in its entirety the Original Lease Agreement, a memorandum of which was recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency leased the Equipment to the Sublessee pursuant to that certain Equipment Lease and Project Agreement, dated as of January 1, 2021 (the “**Equipment Lease Agreement**”), between the Agency and the Sublessee; and

WHEREAS, the Agency, the Company and the Sublessee entered into a certain Agency Compliance Agreement, dated as of January 1, 2021 (the “**Agency Compliance Agreement**”); and

WHEREAS, pursuant to the Authorizing Resolution, the Agency, the Company and the Sublessee contemplated that the Company and/or the Sublessee would create and thereafter maintain approximately fifteen (15) full-time equivalent employees within one (1) year after the project completion; and

WHEREAS, the Lease Agreement, Equipment Lease Agreement and Agency Compliance Agreement do not properly reflect such date by which the Company and/or the Sublessee shall create and thereafter maintain the fifteen (15) full time equivalent employees at the Facility; and

WHEREAS, the Agency ratifies and confirms the Authorizing Resolution, as clarified hereby and by the proposed amendments to the Lease Agreement, Equipment Lease Agreement and Agency Compliance Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town of Brookhaven Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. The Agency hereby finds and determines that the proposed Amendment to the Lease Agreement (the “**Lease Amendment**”), the proposed Amendment to the Equipment Lease Agreement (the “**Equipment Lease Amendment**”) and the proposed Amendment to the Agency Compliance Agreement (the “**Agency Compliance Amendment**”) will effectuate the correct date by which the Company and/or the Sublessee shall create and thereafter maintain fifteen (15) full-time equivalent employees at the Facility.

Section 2. The Agency is hereby authorized and determines to amend the Lease Agreement pursuant to the Lease Amendment, the Equipment Lease Agreement pursuant to the Equipment Lease Amendment, and the Agency Compliance Agreement pursuant to the Agency Compliance Amendment, to prescribe that the Company and/or the Sublessee shall create and thereafter maintain fifteen (15) full-time equivalent employees at the Facility within one (1) year after the project completion, that is, by December 31, 2023.

Section 3. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed to, on behalf of and in the name of the Agency, execute, deliver and perform the Lease Amendment, the Equipment Lease Amendment, the Agency Compliance Amendment, and additional certificates, agreements, instruments and documents (collectively, the “**Agency Amendment Documents**”), in such form and containing such terms, conditions and provisions as the person executing same on behalf of the Agency shall deem necessary or desirable, and shall approve, such necessity, desirability, and approval, to be conclusively evidenced by his or her execution and delivery thereof.

Section 4. Any and all acts, instruments, and other writings heretofore or hereafter performed and/or executed and delivered by any one or more of the Chairman, Chief Executive Officer or any member of the Agency, pursuant to the several foregoing resolutions, for



and on behalf of and in the name of the Agency, in connection with the transactions contemplated thereby, be and the same hereby are, in all respects ratified, confirmed and approved.

Section 5. The Agency Amendment Documents, promptly following the execution, and delivery thereof, be identified by any of the Chairman, Chief Executive Officer or any member of the Agency by his or her endorsement thereon and when so identified be filed with the official records of the Agency.

Section 6. The Chairman, Chief Executive Officer, Counsel to the Agency or any member of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Company and the Sublessee, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 7. This resolution shall take effect immediately.

Adopted: March 10, 2021

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO APPROVING THE ASSIGNMENT AND ASSUMPTION OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY TO **RESEARCH PROPERTY HOLDINGS, LLC**, AND THE ACQUISITION, RENOVATING AND EQUIPPING OF THE FACILITY AND TAKING OFFICIAL ACTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENTS AND TAKING OF CERTAIN OTHER ACTION PERTAINING TO THE FACILITY FOR RESEARCH PROPERTY HOLDINGS, LLC AND/OR **BIOCOAGENT, LLC** AND/OR ANY OF THE PRINCIPALS OF RESEARCH PROPERTY HOLDINGS, LLC AND/OR **BIOCOAGENT, LLC** AND/OR OTHER ENTITIES FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, INCLUDING APPOINTING RESEARCH PROPERTY HOLDINGS, LLC AND/OR **BIOCOAGENT, LLC** AND/OR ANY OF THE FOREGOING PERSONS AND/OR ENTITIES AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING A INDUSTRIAL DEVELOPMENT FACILITY.

WHEREAS, the Town of Brookhaven Industrial Development Agency (the “**Agency**”) was created by Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York (collectively, the “**Act**”), with the authority and power to, among other things, acquire, construct, renovate and equip a project, provide financial assistance, and mortgage, lease, grant options with respect to and dispose of property; and

WHEREAS, the Agency previously provided its assistance to NAA PROPERTIES LLC, a New York limited liability company (the “**Original Company**”), and H.A.E. AIR, INC., a New York business corporation (the “**Original Sublessee**”), in connection with: (a) the acquisition of an approximately 1.11 acre parcel of land (the “**Land**”), the construction of an 11,574 square foot building and other improvements thereon (the “**Original Improvements**”), and the acquisition and installation therein of certain equipment not part of the Original Equipment (as defined herein) (the “**Original Facility Equipment**”), located or to be located at 19 Pinehurst Drive, Bellport, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-813.00-01.00-08.024) (collectively, the Land, Original Improvements and Original Facility Equipment may be referred to as the “**Original Company Facility**”), which Land and Original Improvements were leased by the Original Company to the Agency, and the Original Company Facility was subleased and leased by the Agency to the Original Company, and further subleased by the Original Company to the Original Sublessee, and (b) the acquisition of certain equipment and personal property (the “**Original Equipment**,” together with the Original Company Facility, the “**Original Facility**”) which Original Equipment was leased by the Agency to the Original Sublessee, and which Facility is used by the Original Sublessee for the manufacture and distribution of sheet metal products; and

WHEREAS, the Original Company leased the Land and Original Improvements to the Agency pursuant to a certain Company Lease, dated as of May 1, 2018 (the “**Original**

**Company Lease**”), by and between the Original Company and the Agency, a memorandum of such Original Company’s Lease was recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency acquired title to the Original Facility Equipment pursuant to a certain Facility Equipment Bill of Sale, dated May 21, 2018 (the “**Original Facility Equipment Bill of Sale**”), from the Original Company to the Agency; and

WHEREAS, the Agency leased the Original Company Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of May 1, 2018 (the “**Original Lease Agreement**”), by and between the Agency, as lessor, and the Original Company, as lessee, a memorandum of such Original Company Lease was recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency leased the Original Equipment to the Original Sublessee pursuant to a certain Equipment Lease Agreement, dated as of May 1, 2018 (the “**Original Equipment Lease**”)

WHEREAS, in connection with the leasing and subleasing of the Original Facility, the Agency, the Original Company, the Original Sublessee and Anthony Brennan (“**Brennan**”) entered into a certain Agency Compliance Agreement, dated as of May 1, 2018 (the “**Original Agency Compliance Agreement**”) by and among the Agency, the Original Company, the Original Sublessee and Brennan; and

WHEREAS, the Original Company entered into an agreement of sale for the Original Company Facility; and

WHEREAS, in connection with the agreement of sale for the Original Facility, the Original Company has requested the Agency’s consent to the assignment of all of the Original Company’s rights, title, interest and obligations under the Original Company Lease and the Original Lease Agreement, each as amended to date, and certain other agreements in connection with the Original Company Facility, to RESEARCH PROPERTY HOLDINGS, LLC, a New York limited liability company, on behalf of itself and/or the principals of RESEARCH PROPERTY HOLDINGS, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Company**”), and to the release of the Original Company, Original Sublease and Brennan from all of their respective obligations, liabilities and duties relating to the Original Company Facility under the Original Company Lease, Original Lease Agreement or Original Agency Compliance Agreement arising prior to the assignment of the Original Company Lease and Original Lease Agreement to the Company, all pursuant to the terms of an Assignment and Assumption Agreement, to be dated January 22, 2021, or such other date as the Chairman, the Chief Executive Officer of the Agency or counsel to the Agency shall agree (the “**Assignment and Assumption Agreement**”), by and among the Agency, the Original Company, the Original Sublessee, Brennan, and the Company; and

WHEREAS, the Agency, the Original Company, the Original Sublessee, Brennan, the Company, and BIOCOGENT, LLC, a New York limited liability company, on behalf of itself and/or the principals of BIOCOGENT, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Sublessee**”), will enter into such other documents, with the advice of

counsel, in both form and substance, as may be reasonably required to effectuate the assignment and assumption of the Original Company Facility (collectively, the “**Assignment Documents**”); and

WHEREAS, pursuant to Section 9.3 of the Original Lease Agreement, the Original Facility may be assigned, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, the Agency will consent to the assignment by the Original Company and the assumption by the Company of the Original Company’s interests in the Original Company Facility and the Agency will thereafter lease the Original Company Facility to the Company; and

WHEREAS, in addition, the Company and the Sublessee have applied to the Agency for assistance in connection with (a) the acquisition of the Original Company Facility, the renovation of the Original Improvements (together with the Original Improvements, the “**Improvements**”), and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the “**Facility Equipment**”, together with the Land and Improvements, the “**Company Facility**”), which Company Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”, together with the Company Facility, the “**Facility**”) to be leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee for the manufacture and distribution of, and office space in connection with the Sublessee’s business of, the manufacture, distribution, and research and development of biologically-active dermatologic ingredients for non-regulated and over the counter skincare and med-care markets (collectively, the “**Project**”).

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

WHEREAS, the Original Company Lease shall be amended and restated pursuant to and in accordance with a certain Amended and Restated Company Lease, to be dated as of January 1, 2021 or such other date as the Chairman, Chief Executive Officer of the Agency or counsel to the Agency shall agree (the “**Amended and Restated Company Lease**”), pursuant to which the Agency will lease from the Company the Company Facility; and

WHEREAS, the Original Lease Agreement shall be amended and restated pursuant to and in accordance with a certain Amended and Restated Lease and Project Agreement, to be dated as of January 1, 2021 or such other date as the Chairman, Chief Executive Officer of the Agency or counsel to the Agency shall agree (the “**Amended and Restated Lease Agreement**”), pursuant to which the Agency will lease and sublease the Company Facility to the Company for a term of approximately fifteen (15) years; and

WHEREAS, the Agency contemplates it will acquire title to the Equipment pursuant to a certain Equipment Bill of Sale (the “**Equipment Bill of Sale**”), from the Sublessee to the Agency; and

WHEREAS, the Agency contemplates the Agency will lease the Equipment to the Sublessee under a certain Equipment Lease and Project Agreement, dated as of January 1, 2021 or such other date as the Chairman, the Chief Executive Officer of the Agency or counsel to the Agency shall agree (the “**Equipment Lease Agreement**”), by and between the Agency and the Sublessee; and

WHEREAS, the Company will sub-sublease the Company Facility to the Sublessee under a certain sublease (the “**Sublease**”), by and between the Company and the Sublessee; and

WHEREAS, the Agency contemplates the Agency, the Company and the Sublessee will enter into a certain Agency Compliance Agreement (the “**Agency Compliance Agreement**”) in order to provide assurances to the Agency with respect to the Company’s and the Sublessee’s obligations to the Agency; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee, consistent with the policies of the Agency, in the form of (i) exemptions from mortgage recording taxes in the amount of \$20,250.00, but not to exceed \$24,000.00, to the extent allowable under applicable law, on mortgages securing an aggregate principal amount presently estimated to be \$2,700,000.00, but not to exceed \$3,200,000.00, in connection with the financing of the acquisition, 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, renovation and equipping of the Facility in an amount not to exceed \$700,000.00, including fixtures, furniture and equipment to be installed in the Facility and in connection with the purchase or lease of the Equipment and equipment, building materials, services or other personal property part of or to become part of the Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), all consistent with the policies of the Agency; and

WHEREAS, as security for a loan or loans (the “**Loan**”), the Agency, the Company and/or the Sublessee will execute and deliver to a lender or lenders not yet determined (collectively, the “**Lender**”), a mortgage or mortgages and/or a security agreement or security agreements (the “**Mortgages**”), 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, to be dated a date to be determined, in connection with the financing, any refinancing or permanent financing of the costs of the acquisition, renovation and equipping of the Facility (collectively, the “**Loan Documents**”); and

WHEREAS, a public hearing (the “**Hearing**”) was held on January 19, 2021, 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

WHEREAS, notice of the Hearing was given more than ten days prior thereto, such notice (together with proof of publication) having been filed with the records of this Agency; and

WHEREAS, the minutes of the Hearing having been filed with the records of this Agency; and

WHEREAS, the Agency has given due consideration to the requests of the Original Company, Original Sublessee and Brennan; and

WHEREAS, the Agency has given due consideration to the application of the Company and the Sublessee and to the representations by the Company and the Sublessee that the proposed transfer of real estate is either an inducement to the Company and the Sublessee to maintain or expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive positions of the Company and the Sublessee in their respective industries; 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 “SEQRA”), the Agency constitutes a “State Agency”; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company and the Sublessee 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; and

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

WHEREAS, the Company and the Sublessee 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 leasing of the Facility by the Agency to the Company and/or the Sublessee.

NOW, THEREFORE, BE IT RESOLVED by the Town of Brookhaven Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. Based upon the Environmental Assessment Form completed by the Company and/or the Sublessee and reviewed by the Agency and other representations and information furnished by the Company and/or the Sublessee regarding the Facility, the Agency determines that action relating to the acquisition, renovation, equipping and operation of the Facility is a “Unlisted” action, as that term is defined in the State Environmental Quality Review Act (“SEQRA”) (Article 8 of the Environmental Conservation Law). The Agency, as of the date of this resolution, determines that the action will not have a “significant effect” on the environment and, therefore, an environmental impact statement will not be required. This determination constitutes a negative declaration for the purposes of SEQRA. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQRA or as may be deemed advisable by the Chairman, Chief Executive Officer of the Agency or counsel to the Agency.

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 as defined in the Act; and

c. The execution and delivery of the Assignment and Assumption Agreement, the acquisition, renovation and equipping of the Company Facility, the leasing and subleasing of the Company Facility to the Company, the sub-subleasing of the Company Facility by the Company to the Sublessee, the acquisition and installation of the Equipment, the leasing of the Equipment to the Sublessee, the financial assistance to the Company and the Sublessee within the meaning of the Act, and the mortgages on, and security interests in, the Facility, 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, renovation and equipping of the Facility is reasonably necessary to induce the Company and the Sublessee to maintain and expand their respective business operations in the State of New York; and

e. The Facility preserves the public purposes of the Act by preserving or increasing the number of permanent private sector jobs in the Town of Brookhaven. The Company has represented to the Agency that it will provide at the Facility approximately fifteen (15) full-time employees within one (1) year of project completion; and

f. Based upon the representations of the Company and the Sublessee:

i the Facility conforms with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local use plans for the area in which the Facility is located; and

ii The Facility and the operations conducted therein will not cause or result in the violation of the health, labor or other laws of the United States of America, the State of New York, or the Town of Brookhaven; and

iii The Agency approves the location of the site of the Facility; and

iv The financial assistance of the Agency and the transactions contemplated hereby are reasonably necessary to induce the Company and the Sublessee to maintain and expand their operations within the State of New York, and to preserve the competitive positions of the Company and the Sublessee, and shall not result in the removal of a facility or plant of the Company or the Sublessee from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the Company or the Sublessee located within the State except, as set forth in the Company’s and the Sublessee’s application, for the purpose of discouraging the Company or the Sublessee from removing such other plant or facility to a location outside the State or to preserve the competitive position of the Company and the Sublessee in their respective industries; and

v The Facility shall not be used for retail sales; and

g. It is desirable and in the public interest for the Agency to lease and sublease the Company Facility to the Company and lease the Equipment to the Sublessee.

h. The Assignment and Assumption Agreement will be an effective instrument whereby the Original Company will assign all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease, the Original Lease Agreement and the Facility to the Company and the Company will assume all of such rights, title, interest, duties, liabilities and obligations of the Original Company under the Original Company Lease, the Original Lease Agreement and the Facility with the consent of the Agency.

i. The Assignment Documents will be effective instruments whereby the Agency, the Original Company, the Sublessee, Brennan and/or the Company will effectuate the assignment and assumption of the Facility; and

j. The Amended and Restated Company Lease will be an effective instrument whereby the Agency leases the Original Company Facility from the Company; and

k. The Amended and Restated Lease Agreement will be an effective instrument whereby the Agency leases the Company Facility to the Company, the Agency and the Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company; and

l. The Equipment Lease Agreement will be an effective instrument whereby the Agency leases the Equipment to the Sublessee, the Sublessee agrees to comply with all Environmental Laws (as defined therein) applicable to the Equipment and will describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Sublessee; and

m. The Agency Compliance Agreement will be an effective instrument whereby the Company and the Sublessee will provide certain assurances to the Agency with respect to the Company's and the Sublessee's obligations to the Agency; and

n. The Loan Documents to which the Agency is a party will be effective instruments whereby the Agency, the Company and/or the Sublessee agree to secure the Loan made to the Company by the Lender.

Section 3. The Agency has assessed all material information included in connection with the Company's and Sublessee's application for financial assistance, as amended, including but not limited to, the cost-benefit analysis prepared by the Agency, and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company and the Sublessee.

Section 4. In consequence of the foregoing, the Agency is hereby authorized and determines to, in furtherance of the purposes of the Act, (i) consent to the assignment and assumption of the Original Company Facility from the Original Company to and by the Company pursuant to the Assignment and Assumption Agreement, (ii) execute, deliver and perform the Assignment and Assumption Agreement, (iii) lease the Original Company Facility from the Company pursuant to the Amended and Restated Company Lease, (ii) execute, deliver and perform



the Company Lease, (iii) lease and sublease the Company Facility to the Company pursuant to the Amended and Restated Lease Agreement, (iv) execute, deliver and perform the Amended and Restated Lease Agreement, (v) authorize the Company to sublease the Company Facility to the Sublessee, (vi) lease the Equipment to the Sublessee pursuant to the Equipment Lease Agreement, (vii) execute, deliver and perform the Equipment Lease Agreement, (viii) execute and deliver the Agency Compliance Agreement, (ix) grant mortgage lien(s) and security interest(s) in the Facility pursuant to the Loan Documents, and (x) execute, deliver and perform the Loan Documents to which the Agency is a party.

Section 5. The Agency is hereby authorized to acquire the real property and personal property described in the Amended and Restated Lease Agreement or the Equipment 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 hereby authorizes and approves of the following economic benefits to be granted or inure to the benefit of the Company and/or the Sublessee in connection with the Facility: (i) exemptions from mortgage recording taxes in the amount of \$20,250.00, but not to exceed \$24,000.00, to the extent allowable under applicable law, on one or more mortgages securing an aggregate principal amount presently estimated to be \$2,700,000.00, but not to exceed \$3,200,000.00, in connection with the financing of the acquisition, 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 uses taxes on the acquisition, renovation and equipping of the Facility in the aggregate amount not to exceed \$700,000.00 in connection with the purchase or lease of the Equipment, and equipment, building materials, services or other personal property part of or to become part of, or used at, the Company Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), consistent with the policies of the Agency

Section 7. Subject to, and conditioned upon, the execution and delivery by the Company and the Sublessee and such other persons as may be required by the Agency of, and the acceptance by the Agency of, the Amended and Restated Company Lease, Amended and Restated Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, and such other documents as may be required by the Agency, and the closing of the transactions contemplated hereby and thereby, the Company and the Sublessee are hereby appointed the true and lawful agents of the Agency to acquire, renovate and equip the Facility, and the Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company or Sublessee, as agent of the Agency, solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company or the Sublessee, as agent of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. The Company's and the Sublessee's appointments hereunder shall expire upon the earliest of (a) December 31, 2022, (b) completion of the initial acquisition, renovation and equipping of the Facility, and (c) the date on which the Company and the Sublessee have realized exemptions from sales and use taxes by reason of the Agency's participation in the Project in an aggregate amount not to exceed \$700,000.00 in connection with the acquisition, renovation and equipping of the Facility; provided however, such appointments may be extended and the

amounts of the exemptions may be increased at the sole discretion of the Agency, upon the written request of the Company or the Sublessee, if such activities and improvements are not completed by such time or additional sales and uses tax exemptions are necessary. The Company and Sublessee shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company or the Sublessee as agents of the Agency. The aforesaid agency appointments expressly exclude the Company and the Sublessee from purchasing 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.

Section 8. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed to, on behalf of and in the name of the Agency, execute, deliver and perform the Assignment and Assumption Agreement, Assignment Documents, Amended and Restated Company Lease, Amended and Restated Lease Agreement, Equipment Lease Agreement, Agency Compliance Agreement, the Loan Documents to which the Agency is a party, and additional certificates, agreements, instruments and documents (collectively, the “**Agency Documents**”), in such form and containing such terms, conditions and provisions as the person executing same on behalf of the Agency shall deem necessary or desirable, and shall approve, such necessity, desirability, and approval, to be conclusively evidenced by his or her execution and delivery thereof. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed, on behalf of and in the name of the Agency, to pay all fees, charges and expenses incurred, to cause compliance with the terms, conditions and provisions of agreements binding upon the Agency, and to do all such further acts and things, in furtherance of the foregoing as such person shall deem necessary or desirable, and shall approve.

Section 9. The Chairman, the Chief Executive Officer of the Agency 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 Amended and Restated Lease Agreement).

Section 10. The Company and the Sublessee hereby agree, and shall confirm such agreement in the Amended and Restated Lease Agreement and the Equipment Lease Agreement, to comply with Section 875 of the Act. The Company and the Sublessee further agree that the tax exemptions and abatements provided by the Act and the appointment of the Company and Sublessee as agents of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act.

Section 11. Weinberg Gross & Pergament LLP are hereby appointed Transaction Counsel to the Agency, and is authorized and directed to work with counsels to the Original Company, Original Sublessee, Brennan, the Company, Sublessee and others, to prepare, for submission to the Agency, all documents necessary to effect the transaction described in these resolutions.

Section 12. Any and all acts, instruments, and other writings heretofore or hereafter performed and/or executed and delivered by any one or more of the Chairman, Chief Executive Officer or any member of the Agency, pursuant to the several foregoing resolutions, for

and on behalf of and in the name of the Agency, in connection with the transactions contemplated thereby, be and the same hereby are, in all respects ratified, confirmed and approved.

Section 13. The Agency Documents, promptly following the execution, and delivery thereof, be identified by any of the Chairman, Chief Executive Officer or any member of the Agency by his or her endorsement thereon and when so identified be filed with the official records of the Agency.

Section 14. Any expenses incurred by the Agency with respect to the assignment of the Original Facility shall be paid by the Original Company and the Original Sublessee. By acceptance hereof, the Original Company, the Original Sublessee, and Brennan, jointly and severally, agree to pay such expenses and further agree to indemnify and hold harmless the Agency, its members, directors, employees and agents from and against all claims, suits, actions, proceedings, obligations, damages, liabilities, judgments, costs and expenses, including legal fees and expenses, incurred as a result of action or inaction taken by or on behalf of the Agency in good faith with respect to the assignment of the Original Facility.

Section 15. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and the Sublessee. By acceptance hereof, the Company and the Sublessee, jointly and severally, agree to pay such expenses and further agree to indemnify and hold harmless the Agency, its members, directors, employees and agents from and against all claims, suits, actions, proceedings, obligations, damages, liabilities, judgments, costs and expenses, including legal fees and expenses, incurred as a result of action or inaction taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 16. The Chairman, Chief Executive Officer, Counsel to the Agency or any member of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Original Company, the Original Sublessee, Brennan, the Company and the Sublessee, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 17. This resolution shall take effect immediately, and, unless sooner rescinded or amended, shall be deemed rescinded at the expiration of six (6) months after the date of the adoption of this resolution if the closing contemplated hereunder has not occurred prior to such expiration, subject to extension at the discretion of the Agency upon the written request of the Original Company, the Original Sublessee, Company or the Sublessee.

Adopted: January 20, 2021

Accepted: January \_\_, 2021

RESEARCH PROPERTY HOLDINGS, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, Member

BIOCOGENT, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, Member

NAA PROPERTIES LLC

By: \_\_\_\_\_  
\_\_\_\_\_, Member

H. A. E. AIR, INC.

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
ANTHONY BRENNAN

EXHIBIT A

PROPOSED PILOT BENEFITS ARE FOR DISCUSSION PURPOSES ONLY  
AND HAVE NOT APPROVED BY THE AGENCY BOARD.

Tax Year	PILOT Amount
2020/2021	\$1,828
2021/2022	\$1,865
2022/2023	\$1,902
2023/2024	\$1,940
2024/2025	\$1,979
2025/2026	\$2,018
2026/2027	\$2,059
2027/2028	\$2,100
2028/2029	\$2,142
2029/2030	\$2,184
2030/2031	\$2,228
2031/2032	\$2,273
2032/2033	\$2,318
2033/2034	\$2,365
2034/2035	\$2,412