

Date: January 23, 2024

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held at 1 Independence Hill, 2<sup>nd</sup> Floor, Farmingville, New York 11738, on the 23rd day of January 2024, the following members of the Agency were:

- Present: Frederick C. Braun III, Chairman  
Martin Callahan, Treasurer  
Ann-Marie Scheidt, Secretary  
Gary Pollakusky, Asst. Secretary  
Frank C. Trotta, Asst. Treasurer (via Zoom)  
Mitchell H. Pally, Member
- Recused:
- Excused: Felix J. Grucci, Jr., Vice Chair

- Also Present: Lisa M. G. Mulligan, Chief Executive Officer  
Lori LaPonte, Chief Financial Officer  
Amy Illardo, Director of Marketing and Project Development  
Jocelyn Linse, Executive Assistant  
Terri Alkon, Administrative Assistant  
Annette Eaderesto, Esq., Counsel to the Agency  
William F. Weir, Esq., Transaction Counsel  
Howard Gross, Esq., Transaction Counsel (via Zoom)

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 consent to the subleasing of a portion of the Agency’s Hawkins Ave Development RHP2, LLC 2021 Facility - Ronk Hub Phase 2A to Poki Poke Ronkonkoma, Inc.

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

Voting Aye

Voting Nay

Braun  
Callahan  
Scheidt  
Pollakusky  
Trotta  
Pally

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY PERTAINING TO THE CONSENT TO THE SUBLEASING OF A PORTION OF THE HAWKINS AVE DEVELOPMENT RHP2, LLC 2021 FACILITY - RONK HUB PHASE 2A AND APPROVING THE FORM, SUBSTANCE, EXECUTION AND DELIVERY 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 358 of the Laws of 1970 of the State of New York, as 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 the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to Hawkins Ave Development RHP2, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and qualified to transact business in the State of New York (the “**Company**”), in the (a) the acquisition of certain parcels of land aggregating approximately 7.49 acres, located on the north side of Railroad Avenue and the east side of Hawkins Avenue in Ronkonkoma, Town of Brookhaven, Suffolk County, New York (further identified as Tax Map Nos. Section 799.00 Block 04.00 Lots 044.000, 047.001, 048.000, 049.000, 051.001, 052.000, 053.000, & 054.000 and Section 800.00 Block 01.00 Lot 027.001) (collectively, the “**Land**”), together with existing structures located thereon, (b) the demolition of existing structures and the construction and equipping of an approximately 410,690 square foot building or buildings located thereon (the “**Improvements**”), including, but not limited to paint, flooring, carpet and fixtures comprising a part thereof, and (c) the acquisition and installation of certain equipment and personal property, including, but not limited to, furniture, equipment, kitchen fixtures, bathroom fixtures, but specifically excluding fixtures which constitute real property (the “**Equipment**”; and together with the Land and the Improvements, the “**Phase 2A Facility**”), which Phase 2A Facility is to be used as a mixed-use multifamily residential building, consisting of approximately 388 residential units totaling approximately 321,729 square feet of residential rental space, together with surface parking, approximately 73,060 square feet of retail space, and approximately 15,901 square feet of commercial space, together with surface parking (the “**Project**”); and

WHEREAS, the Company has previously agreed to lease the Land and the Improvements to the Agency pursuant to the terms of a certain Phase 2A Facility Company Lease Agreement, dated as of August 5, 2021 (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency is currently leasing the Phase 2A Facility to the Company, pursuant to a certain Phase 2A Lease and Project Agreement, dated as of August 5, 2021 (the “**Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Company is now in negotiations to sublease a portion of the Phase 2A Facility, totaling approximately 1,361 square feet (the “**Demised Premises**”), to Poki

Poke Ronkonkoma, Inc., a New York business corporation (the “**Tenant**”), pursuant to a certain Lease, dated August 31, 2023 (the “**Tenant Lease**”), to be used by the Tenant in the business and operation of a fresh fish and sushi/poke bowl and bubble tea food service with in-store dining and other ancillary uses in connection therewith, for a term commencing on the earlier date of (i) the substantial completion of the construction work of the Demised Premises, or (ii) the date upon which the Tenant takes possession of the Demised Premises and ending on a date that is fifteen years and three months after the date of commencement; and

WHEREAS, the Tenant expects to employ approximately five (5) full-time employees at the Demised Premises; and

WHEREAS, pursuant to Section 9.3 of the Lease Agreement, the Phase 2A Facility may not be subleased, in whole or in part, without the prior written consent of the Agency; and

WHEREAS, the Company has requested that the Agency consent to the subleasing of a portion of the Demised Premises to the Tenant; and

WHEREAS, the Agency hereby consents to the subleasing of the Demised Premises; and

WHEREAS, such consent may be manifested by the execution of this resolution and a certain Tenant Agency Compliance Agreement, dated a date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Tenant Agency Compliance Agreement**”), by and between the Agency and the Tenant; 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;

WHEREAS, the Company and the Tenant 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 subleasing of the Demised Premises.

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

Section 1. 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 subleasing of the Demised Premises to the Tenant 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

(c) Based on the certification of the Tenant in the Tenant Agency Compliance Agreement, the occupancy of the Demised Premises by the Tenant shall not result in the removal of a facility or plant of the Tenant 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 Tenant located within the State; and

(d) It is desirable and in the public interest for the Agency to consent to the subleasing of a portion of the Phase 2A Facility and to enter into the Tenant Agency Compliance Agreement; and

(e) The Agency consents to the sublease of the Demised Premises to the Tenant; and

(f) The execution of the Tenant Agency Compliance Agreement will satisfy the requirement of Section 9.3 of the Lease Agreement that any sublease of the Phase 2A Facility be consented to in writing by the Agency; and

(g) It is desirable and in the public interest for the Agency to consent to the sublease of the Demised Premises and to enter into the Tenant Agency Compliance Agreement.

Section 2. In consequence of the foregoing, the Agency hereby determines to enter into the Tenant Agency Compliance Agreement.

Section 3. The form and substance of the Tenant Agency Compliance Agreement (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 4.

(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 Tenant Agency Compliance Agreement in the form 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, or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “**Agency Documents**”). The execution thereof by Chairman, Vice Chairman, Chief Executive Officer, 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 5. 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 6. Any expenses incurred by the Agency with respect to the Demised Premises shall be paid by the Company. The Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Demised Premises.

Section 7. The provisions of this resolution shall continue to be effective for one year from the date hereof, whereupon the Agency may, at its option, terminate the effectiveness of this Resolution (except with respect to the matters contained in Section 6 hereof).

Section 8. This resolution shall take effect immediately.

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

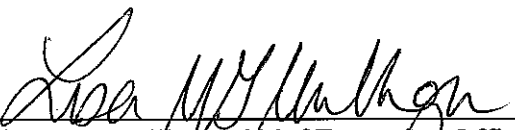
I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

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 the 23rd day of January, 2024, 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 in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 23rd day of January 2024.

By   
Lisa MG Mulligan, Chief Executive Officer

Date: March 24, 2021

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held electronically via conference call on the 24th day of March, 2021, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman  
Felix J. Grucci, Jr., Vice Chair  
Martin Callahan, Treasurer  
Ann-Marie Scheidt, Secretary  
Frank C. Trotta, Asst. Treasurer

Recused:

Excused: Gary Pollakusky, Asst. Secretary

Also Present: Lisa M. G. Mulligan, Chief Executive Officer  
Lori LaPonte, Chief Financial Officer  
James M. Tullo, Deputy Director  
Jocelyn Linse, Executive Assistant  
Terri Alkon, Administrative Assistant  
Annette Eaderesto, Esq., Counsel to the Agency  
William F. Weir, Esq., Transaction Counsel  
Howard R. Gross, Esq., Transaction Counsel

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 acquisition of a leasehold interest in and title to a certain industrial development facility more particularly described below (Hawkins Ave Development RHP2, LLC 2021 Facility – Ronk Hub Phase 2A) and the leasing of the facility to Hawkins Ave Development RHP2, LLC.

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

Voting Aye

F. Braun  
F. Grucci, Jr.  
M. Callahan  
A. Scheidt

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE APPOINTMENT OF HAWKINS AVE DEVELOPMENT RHP2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF HAWKINS AVE DEVELOPMENT RHP2, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING THE FACILITY, APPROVING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF SUCH INDUSTRIAL DEVELOPMENT FACILITY AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY 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 358 of the Laws of 1970 of the State of New York, as 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 the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Town of Brookhaven (the “**Town**”), has implemented a long-term vision and implementation strategy for revitalization of an underutilized blighted multi-block area around the “Ronkonkoma Hub” which surrounds the Ronkonkoma Railroad Station. As such, they have designated an area and zoning district for the proposed Ronkonkoma Hub Transit-Oriented Development (“**TOD**”), as an Urban Renewal Project, including the following parcels of land: Section 799.00 Block 03.00 Lots 32.0, 33.1, 33.2, 34.0, 35.0, 36.0, 37.0, 38.0, 39.0, 40.1, 40.2, 41.0, 42.0, 43.0, 44.0, 45.1, 49.0, 50.0, Block 04.00 Lots 44.0, 47.1, 48.0, 49.0, 51.1, 52.0, 53.0, 54.0, Section 800.00 Block 01.00 Lots 27.1, 28.0, 31.1, 33.1, 34.0, 35.7, 35.8, 35.9, 36.0, 38.0, Block 02.00 Lots 09.0, 10.0, 11.0, 12.0, 13.0, 14.0, 15.0, 16.0, 17.0, 18.0, 19.0, 20.0, 21.0, 22.0, 23.0, 28.1, 28.3 and 28.4; and

WHEREAS, the TOD will result in the development and revitalization of 54 parcels, aggregating approximately 53.73 acres, of underutilized land and blighted hub area around Ronkonkoma Hub, which will create jobs, enhance the vibrancy of the TOD and provide a mixed-use downtown setting which may include residential, commercial, retail, office, educational, cultural and civic uses, if appropriate; and

WHEREAS, Ronk Hub, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of Ronk Hub, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Developer**”), has been selected by the Town to develop the TOD, pursuant to the terms of a Master Development Agreement (the “**Master Development Agreement**”); and



WHEREAS, the Developer has requested the Agency's assistance in financing the costs of a mixed-use industrial development facility which will occur in two or more phases over the next four to six years as follows: (i) Phase I has been previously completed and consists of: (a) the acquisition of certain parcels of land aggregating approximately 11.2 acres, located on the south side of Railroad Avenue and the east side of Mill Road in Ronkonkoma, Town of Brookhaven, Suffolk County, New York (further identified as Tax Map Nos. Section 800.00 Block 02.00 Lots 28.3 and 28.4, and Section 800.00 Block 01.00 p/o Lot 38.000), together with existing structures located thereon, (b) the demolition of existing structures, and (c) the construction and equipping of an approximately 380,000 square foot building or buildings located thereon, including, but not limited to paint, flooring, carpet, furniture, fixtures, equipment, kitchen fixtures, bathroom fixtures, for use as a multifamily residential building, together with surface parking (the "**Phase I Facility**"); (ii) Phase 2A will consist of (a) the acquisition of certain parcels of land aggregating approximately 7.49 acres, located on the north side of Railroad Avenue and the east side of Hawkins Avenue in Ronkonkoma, Town of Brookhaven, Suffolk County, New York (further identified as Tax Map Nos. Section 799.00 Block 04.00 Lots 027.001, 044.000, 047.001, 048.000, 049.000, 051.001, 052.000, 053.000, & 054.000) (collectively, the "**Land**"), together with existing structures located thereon, (b) the demolition of existing structures and the construction and equipping of an approximately 410,690 square foot building or buildings located thereon (the "**Improvements**"), including, but not limited to paint, flooring and carpet, and (c) the acquisition and installation of certain equipment and personal property, including, but not limited to, furniture, fixtures, equipment, kitchen fixtures, bathroom fixtures (the "**Equipment**"; and together with the Land and the Improvements, the "**Phase 2A Facility**"), which Phase 2A Facility is to be used as a mixed-use multifamily residential building, consisting of approximately 388 residential units totaling approximately 321,729 square feet of residential rental space, together with surface parking, approximately 73,060 square feet of retail space, and approximately 15,901 square feet of commercial space, together with surface parking (the "**Project**"); and (iii) Subsequent phases will consist of (a) the acquisition of the additional parcels of land comprising the balance of the TOD, and (b) the construction and equipping of additional multi-use facilities which may include, but not be limited to, approximately 1.5 million sq. ft. of multifamily residential buildings (including the Phase I Facility and the Phase 2A Facility), approximately 360,000 sq. ft. of office and professional space in several buildings, approximately 195,000 sq. ft. of retail space in multiple buildings, including without limitation, a health club, restaurant(s) and other retail stores, approximately 5,000 parking spaces, plaza area for outdoor use and a 60,000 sq. ft. exhibition/hospitality center or hotel for leisure and business travelers visiting the Town (the Phase I Facility, the Phase 2A Facility and subsequent phases are hereinafter collectively referred to as the "**Facility**"); and

WHEREAS, Hawkins Ave Development RHP2, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of Hawkins Ave Development RHP2, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the "**Phase 2A Company**"), has been formed by the principals of the Developer for the purposes of the acquisition, demolition, construction and equipping of the Phase 2A Facility; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of April 1, 2021 or such other date as the Chairman, the Chief Executive Officer of the Agency and counsel to the Agency shall agree (the “**Company Lease**”), by and between the Phase 2A Company and the Agency; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the “**Bill of Sale**”), from the Phase 2A Company to the Agency; and

WHEREAS, the Agency will sublease the Land and the Improvements and lease the Equipment to the Company pursuant to a certain Lease and Project Agreement, dated as of April 1, 2021 or such other date as the Chairman, the Chief Executive Officer of the Agency and counsel to the Agency shall agree (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Phase 2A Company in the form of: (i) exemptions from sales and use taxes in an approximate amount not to exceed \$8,574,769.00, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Phase 2A Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof); and

WHEREAS, the Phase 2A Company has requested the Agency provide for a twenty-five (25) year payment-in-lieu-of-tax agreement on the property taxes due on the Phase 2A Facility, consistent with the policies of the Agency pursuant to the Lease Agreement; and

WHEREAS, the requested financial assistance deviates from the Agency’s Uniform Tax Exemption Policy (the “**Policy**”), adopted on June 17, 2020, as previously amended, because the proposed term of the Lease Agreement will contain provisions for a twenty-five (25) year abatement of real property taxes due on the Phase 2A Facility; and

WHEREAS, the Agency proposes to deviate from the Policy because the Phase 2A Facility and the requested additional financial assistance will encourage the Phase 2A 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 abatement of real property taxes; and

WHEREAS, in connection with the abatement of real property taxes as set forth in the PILOT Schedule on Exhibit A hereof, the current pro-rata allocation of PILOT payments to each affected tax jurisdiction in accordance with Section 858(15) of the Act and the estimated difference between the real property taxes on the Facility and the PILOT payments set forth on the PILOT Schedule on Exhibit A hereof are more fully described in the Cost Benefit Analysis (“**CBA**”) developed by the Agency in accordance with the provisions of Section 859-a(5)(b) of the Act, a copy of which CBA is attached hereto as Exhibit B; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Phase 2A Facility and to advance the job

opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency has given due consideration to the application of the Phase 2A Company and to representations by the Phase 2A Company that the proposed Phase 2A Facility is either an inducement to the Phase 2A Company to maintain and expand the Phase 2A Facility in the Town of Brookhaven or is necessary to maintain the competitive position of the Phase 2A Company in its industry; 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”; and

WHEREAS, the Phase 2A Facility is part of a larger Action, specifically, the TOD; and

WHEREAS, the Town Board of the Town of Brookhaven (the “**Town Board**”) determined that the Action is an “Type I Action” for SEQR purposes, coordinated review with all potential Involved Agencies, and requested to act as Lead Agency for purposes of review of the Action under SEQR; and

WHEREAS, no Involved Agency objected to the Town Board, acting as Lead Agency for purposes of review of the Phase 2A Facility under SEQR, and therefore, the Town Board, was the Lead Agency; and

WHEREAS, the Town Board, following a coordinated review, adopted a positive declaration on September 1, 2010; and

WHEREAS, the Town Board accepted a Draft Generic Environmental Impact Statement (“**DGEIS**”) on September 21, 2010; and

WHEREAS, the Town Board held a public hearing on the Action, and the Town Board accepted written comments; and

WHEREAS, subsequent revisions to the scope of the development were proposed, therefore requiring the preparation of a Draft Supplemental Generic Environmental Impact Statement (“**DSGEIS**”), which DSGEIS was accepted by the Town Board on November 12, 2013; and

WHEREAS, on January 9, 2014, a public hearing was held on the DSGEIS, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the public comment period on the DSGEIS was closed on February 10, 2014; and

WHEREAS, on May 2, 2014, the Town Board accepted the Final Generic Environmental Impact Statement (“**FGEIS**”); and

WHEREAS, the Town Board issued its Lead Agency findings statement on June 24, 2014 (the “**Findings Statement**”); and

WHEREAS, as an Involved Agency, the Agency must make its own findings under SEQR prior to funding, undertaking, or approving an Action; and

WHEREAS, the Agency has reviewed the Requisite Materials and the documents incorporated by reference therein, as well as such other documents as the Agency felt it necessary or appropriate to examine to adequately review the proposed Action; and

WHEREAS, by resolution dated September 17, 2014, as amended on November 18, 2015 (collectively, the “**Inducement Resolution**”), the Agency determined that the Findings Statement attached to the Inducement Resolution as Exhibit A accurately and adequately examines environmental issues presented by the Action; and

WHEREAS, the Phase 2A 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 sub-subleasing, subleasing and leasing of the Facility by the Agency 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 finds and determines:

(a) The Action is a Type 1 Action pursuant to SEQR.

(b) The Agency’s jurisdiction over the Facility is the provision of financial and other assistance as authorized under Article 18-A of the General Municipal Law of the State of New York and Chapter 1030 of the Laws of 1969 of the State of New York; together with Chapter 358 of the Laws of 1970 of the State of New York for certain components of the Action.

(c) Based upon an independent review by the Agency of the DGEIS, DSGEIS, FGEIS, and the Lead Agency’s Findings Statement, the Agency hereby concurs in the Lead Agency’s findings and decisions contained in the Findings Statement and hereby adopts the Findings Statement attached to the Inducement Resolution as Exhibit A as its own Findings Statement under SEQR.

(d) Having considered the DGEIS, DSGEIS, FGEIS, the Findings Statement, and such other documents as may be necessary or appropriate, the Agency certifies that:

(i) The requirements of 6 NYCRR Part 617 have been met;

(ii) Consistent with the social, economic and other essential considerations, from among the reasonable alternatives thereto, the Action is one which minimizes or avoids adverse environmental effects to the maximum extent

practicable, including effects disclosed in the DGEIS, DSGEIS, FGEIS, and the Findings Statement; and

(iii) Consistent with social, economic, and other essential considerations, to the maximum extent practicable, adverse environmental effects revealed in the DGEIS, DSGEIS, FGEIS, and the Findings Statement will be minimized or avoided by incorporating as conditions those mitigative measures which were identified as practicable.

(e) The basis for this decision is set forth in the Findings Statement attached to the Inducement Resolution as Exhibit A and incorporated by reference herein, and thus all of the provisions of SEQR have been complied with.

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 Phase 2A Facility constitutes a “project”, as such term is defined in the Act; and

(c) The acquisition, construction and equipping of the Phase 2A Facility and the leasing of the Phase 2A Facility to the Phase 2A Company, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of 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 Phase 2A Facility is reasonably necessary to induce the Phase 2A Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Phase 2A Company and counsel to the Phase 2A Company, the Phase 2A Facility conforms with the local zoning laws and planning regulations of the Town of Brookhaven, Suffolk County, and all regional and local land use plans for the area in which the Phase 2A Facility is located; and

(f) It is desirable and in the public interest for the Agency to lease the Phase 2A Facility to the Phase 2A Company; and

(g) The Company Lease will be an effective instrument whereby the Agency leases the Land and the Improvements from the Phase 2A Company; and

(h) The Lease Agreement will be an effective instrument whereby the Agency subleases and leases the Phase 2A Facility to the Phase 2A Company, the Agency and the Phase 2A Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Phase 2A Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Phase 2A Facility and will describe the

circumstances in which the Agency may recapture some or all of the benefits granted to the Phase 2A Company.

Section 3. The Agency has assessed all material information included in connection with the Phase 2A Company's application for financial assistance, 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 Phase 2A Company.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Phase 2A Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) lease and sublease the Phase 2A Facility to the Phase 2A Company pursuant to the Lease Agreement, and (iv) execute, deliver and perform the Lease Agreement.

Section 5. 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 6. The Agency hereby authorizes and approves the following economic benefits to be granted to the Phase 2A Company in connection with the acquisition, construction and equipping of the Phase 2A Facility in the form of: (i) exemptions from sales and use taxes in an approximate amount not to exceed \$8,574,769.00, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Phase 2A Facility, and (ii) 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. In connection with the abatement of real property taxes as set forth in the PILOT Schedule on Exhibit A hereof, the current pro-rata allocation of PILOT payments to each affected tax jurisdiction in accordance with Section 858(15) of the Act and the estimated difference between the real property taxes on the Phase 2A Facility and the PILOT payments set forth on the PILOT Schedule on Exhibit A hereof are more fully described in the CBA developed by the Agency in accordance with the provisions of Section 859-a(5)(b) of the Act, a copy of which CBA is attached hereto as Exhibit B.

Section 7. Subject to the provisions of this resolution, the Phase 2A Company is herewith and hereby appointed the agent of the Agency to acquire, construct and equip the Phase 2A Facility. The Phase 2A Company is hereby empowered to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Phase 2A Company may choose in order to acquire, construct and equip the Phase 2A Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Phase 2A Company as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Phase 2A Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Phase 2A Company, as agent of the Agency, shall be deemed to be on behalf of the Agency and for the

benefit of the Phase 2A Facility. This agency appointment expressly excludes the purchase by the Phase 2A 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 Phase 2A Company 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 Phase 2A Company, as agent of the Agency. The aforesaid appointment of the Phase 2A Company as agent of the Agency to acquire, construct and equip the Phase 2A Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Phase 2A Company has received exemptions from sales and use taxes in an amount not to exceed \$8,574,769.00 in connection with the purchase or lease 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 Phase 2A Company if such activities and improvements are not completed by such time. The aforesaid appointment of the Phase 2A Company is subject to the completion of the transaction and the execution of the documents contemplated by this resolution.

Section 8. The Phase 2A Company is hereby notified that it will be required to comply with Section 875 of the Act. The Phase 2A Company shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement. The Phase 2A Company is further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Phase 2A Company as agent of the Agency pursuant to this Authorizing Resolution are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement.

Section 9. The form and substance of the Company Lease and the Lease Agreement are hereby approved.

Section 10.

(a) The Chairman, the Chief Executive Officer of the Agency or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease and the Lease Agreement, each in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman 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, the Chief Executive Officer of the Agency or any member of the Agency shall constitute conclusive evidence of such approval.

(b) 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 Lease Agreement).

Section 11. 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 12. Any expenses incurred by the Agency with respect to the Phase 2A Facility shall be paid by the Phase 2A Company. The Phase 2A Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Phase 2A Facility.

Section 13. This resolution shall take effect immediately.

ADOPTED: March 24, 2021



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

I, the undersigned Chief Executive Officer 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 the 24th day of March, 2021, 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, due to the Novel Coronavirus (COVID-19) Emergency State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020, as amended and extended to date, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Agency’s Board Meeting on March 24, 2021 (the “**Board Meeting**”), was held electronically via webinar instead of a public meeting open for the public to attend in person. Members of the public were advised, via the Agency’s website, to access the webinar, and were further advised that the Minutes of the Board Meeting would be transcribed and posted on the Agency’s website, and that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 24th day of March, 2021.


By:   
Chief Executive Officer

EXHIBIT A

Proposed PILOT Schedule

Schedule of payments-in-lieu-of-taxes: Town of Brookhaven, (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Sachem School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Sachem School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption.

<u>Year</u>	<u>Payment</u>
1	\$100,000.00
2	\$100,000.00
3	\$100,000.00
4	\$100,000.00
5	\$100,000.00
6	\$100,000.00
7	\$100,000.00
8	\$100,000.00
9	\$100,000.00
10	\$100,000.00
11	\$100,000.00
12	\$100,000.00
13	\$100,000.00
14	\$100,000.00
15	\$100,000.00
16	\$285,330.00
17	\$545,740.00
18	\$816,460.00
19	\$1,097,790.00
20	\$1,390,040.00
21	\$1,693,550.00
22	\$2,008,640.00
23	\$2,335,650.00
24	\$2,674,940.00
25	\$3,026,870.00

EXHIBIT B

Cost Benefit Analysis