

Date: August 21, 2019

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held on the 21st day of August, 2019, at 1 Independence Hill, 3rd Floor, Farmingville, New York 11738, the following members of the Agency were:

Present: Frederick C. Braun, III  
Martin Callahan  
Felix J. Grucci, Jr.  
Scott Middleton  
Gary Pollakusky  
Ann-Marie Scheidt  
Frank C. Trotta

Recused:

Absent:

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

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the sale of a certain industrial development facility more particularly described below (Give and Go Prepared Foods (U.S.A.) Corp. 2017 Facility) and the continued subleasing of the facility to Give and Go Prepared Foods (U.S.A.) Corp.

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

Voting Aye

Voting Nay

Braun  
Grucci  
Callahan  
Middleton  
Scheidt  
Pollakusky  
Trotta

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY CONSENTING TO THE TRANSFER OF OWNERSHIP OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY'S GIVE AND GO PREPARED FOODS (U.S.A.) CORP. 2017 FACILITY TO STORE CAPITAL CORPORATION AND TO THE CONTINUED SUBLEASING OF THE FACILITY TO GIVE AND GO PREPARED FOODS (U.S.A.) CORP.

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 assistance to Give and Go Prepared Foods (U.S.A.) Corp., a Delaware business corporation authorized to transact business in the State of New York (the "**Company**"), in: (a) the acquisition, construction and equipping of an approximately 43,000 square foot building (the "**Original Improvements**"), located on an approximately 5.38 acre parcel of land (the "**Land**"), located at 41 Natcon Drive, Shirley, Town of Brookhaven, New York 11967 (collectively, the "**Original Facility**"), and (b) the construction and equipping of an approximately 16,000 square foot addition to the Original Facility (the "**2006 Improvements**"; and together with the Original Facility, the "**Facility**"), which Facility is subleased by the Agency to the Company and used by the Company as an industrial bakery in the production of a variety of "thaw and sell" muffins (the "**Project**"); and

WHEREAS, the Agency previously acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of February 1, 2017 (the "**Company Lease**"), by and between the Company and the Agency, a memorandum of which Company Lease was to be recorded in the office of the Suffolk County Clerk;

WHEREAS, the Agency is currently subleasing the Facility to the Company, pursuant to a certain Lease and Project Agreement, dated as of February 1, 2017 (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Company and STORE Capital Corporation, a Maryland limited liability company, on behalf of itself and/or the principals of STORE Capital Corporation and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "**STORE**"), have now applied to the Agency for the Agency's consent to the sale of the Facility by the Company to STORE and the immediate leasing thereof by STORE to the Company, pursuant to a certain lease agreement, to be dated a date to be determined (the "**Ground Lease**"), by and between STORE, as lessor, and the Company as lessee; and

WHEREAS, the Agency will consent to the transfer of ownership of the Facility to STORE and the leasing thereof by STORE to the Company pursuant to the Ground Lease, all

pursuant to this resolution and a certain Consent of Agency to Change in Ownership of Facility, dated as of August 1, 2019 or such other date as may be determined by the Chairman, CEO and counsel to the Agency (the “**Consent**”); and

WHEREAS, the Agency will acknowledge the subordination of the Company Lease and the Lease Agreement to the Ground Lease pursuant to a certain Subordination Agreement, dated as of August 1, 2019 or such other date as may be determined by the Chairman, CEO and counsel to the Agency (the “**Subordination Agreement**”), by and among the Agency, STORE and the Company; 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 STORE have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the transfer of ownership of the Facility and the continued subleasing of the Facility.

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 Facility continues to constitute a “project”, as such term is defined in the Act; and

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

(d) The transfer of ownership of the Facility to STORE is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

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

(f) It is desirable and in the public interest for the Agency to consent to the transfer of ownership of the Facility to STORE; and

(g) The Consent will be an effective instrument whereby the Agency will provide its consent to the transfer of ownership of the Facility to STORE and the leasing thereof by STORE to the Company; and

(h) The Subordination Agreement will be an effective instrument whereby the Agency, the Company and STORE agree that the Company Lease and the Lease Agreement are subordinate to the Ground Lease.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the transfer of ownership of the Facility to STORE; (ii) execute, deliver and perform the Consent, (iii) execute and deliver the Subordination Agreement, and (iv) execute, deliver and perform such related documents as may be, in the judgment of the Chairman, Vice Chairman, Chief Executive Officer or counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution.

Section 3. Subject to the provisions of this resolution, the Lease Agreement and the Consent, the Agency hereby consents to the transfer of ownership of the Facility to STORE and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such transfer of ownership of the Facility to STORE are hereby approved, ratified and confirmed.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement, the Chairman, Chief Executive Officer, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Consent, the Subordination Agreement and such documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “**Agency Documents**”). The execution thereof by the Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) The Chairman, Chief Executive Officer, and any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives of the Agency.

Section 5. Subject to the provisions of this resolution and the Lease Agreement, 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 transactions contemplated herein shall be paid by the Company and STORE. The Company and STORE

will agree to pay such expenses and further agree 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 Facility.

Section 7. This resolution shall take effect immediately.

**ADOPTED:** August 21, 2019

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 21st day of August, 2019, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 21st day of August, 2019.

By:   
Chief/Executive Officer

Date: August 21, 2014

At a meeting of the Town of Brookhaven Industrial Development Agency, (the “Agency”), held on the 21st day of August, 2014, at Suffolk Transportation Services, Inc., 1162 Old Town Road, Coram, New York 11727, the following members of the Agency were:

PRESENT: Frederick C. Braun, III  
Martin Callahan  
Michael Kelly  
Scott Middleton  
John Rose  
Ann-Marie Scheidt

EXCUSED: Felix J. Grucci, Jr.

ALSO PRESENT: Lisa M. G. Mulligan, Chief Executive Officer  
James Ryan, Chief Financial Officer

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the refinancing of the United Baking Co., Inc./Uncle Wally’s 2006 Facility more particularly described below.

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

AYE

NAY

Braun  
Callahan  
Kelly  
Middleton  
Rose  
Scheidt

RESOLUTION OF THE TOWN OF BROOKHAVEN  
INDUSTRIAL DEVELOPMENT AGENCY RATIFYING AND  
CONFIRMING THE EXECUTION AND DELIVERY OF  
CERTAIN MORTGAGES IN CONNECTION WITH THE  
REFINANCING OF THE AGENCY'S UNITED BAKING CO.,  
INC./UNCLE WALLY'S 2006 FACILITY.

WHEREAS, by Title I 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 to issue its special revenue bonds for the purpose of, among other things, acquiring certain industrial development facilities as authorized by the Act; and

WHEREAS, the Agency has previously issued its Industrial Development Revenue Bonds, Series 2000A and Series 2000B (Vision Enterprises, LLC/United Baking Co., Inc./Uncle Wally's Facility) (the "**Bonds**"), to finance the acquisition of an industrial development facility (the "**Original Facility**"), more particularly described in a certain Indenture of Trust, dated as of December 1, 2000 (the "**Indenture**"), between the Agency and the United Trust Company of New York, as trustee (the "**Trustee**"), which Original Facility was sold by the Agency to Vision Enterprises, LLC, a limited liability company, organized and existing under the laws of the State of New York (the "**Original Company**"), pursuant to a certain Installment Sale Agreement (the "**Original Installment Sale Agreement**"), dated as of December 1, 2000, from the Agency to the Original Company; further, the Agency leased the Equipment to United Baking Co., Inc., a business corporation, organized and existing under the laws of the State of New York (the "**Equipment Lessee**") and the Equipment Lessee rented the Equipment (the "**Original Equipment**"), from the Agency, upon the terms and conditions set forth in the Equipment Lease Agreement, dated as of December 1, 2000 (the "**Original Equipment Lease Agreement**"), between the Agency and the Equipment Lessee; a portion of the Original Facility was leased by the Original Company to the Equipment Lessee pursuant to a certain United Baking Co., Inc. Lease Agreement, dated as of December 1, 2000 (the "**United Baking Sublease Agreement**"), and a portion of the Facility was leased to Uncle Wally's LLC, as successor to the Uncle Noname Cookie Company, Inc. (the "**Sublessee**" and "**Uncle Wally's**"), pursuant to a certain Uncle Wally's Lease Agreement, dated as of December 1, 2000 (the "**Uncle Wally's Sublease Agreement**"); and

WHEREAS, the Original Company, the Equipment Lessee and Uncle Wally's desired to redeem the Bonds and refinance the Original Facility prior to final maturity of the Bonds, which redemption was duly authorized, executed and approved pursuant to a resolution adopted by the Agency on August 18, 2004 (the "**Redemption Resolution**"); and

WHEREAS, on August 25, 2004, the Trustee, at the direction of the Original Company and in accordance with the provisions of the Indenture, caused all Outstanding Bonds to be redeemed and in connection with such redemption the liens of the Indenture, the Mortgage, the Assignment, the Equipment Security Agreement and the Subordinate



Equipment Security Agreement in favor of the Trustee were satisfied, terminated, discharged and released by the Trustee; and

WHEREAS, the Original Company, the Agency and JPMorgan Chase Bank, National Association, a national banking association duly organized and validly existing under the laws of the United States of America (the “**Bank**”), entered into an Amendment Agreement, dated as of August 25, 2004 (the “**First Amendment Agreement**”), to reflect that the Bonds were redeemed and refinanced with the proceeds of a loan from the Bank to the Original Company, and that the Bank has replaced the Trustee under each of the relevant documents related to the Original Facility (the “**Project Agreements**”), with respect to the enforcement of rights and remedies, indemnification, consent rights and receipt of notices, and to further acknowledge that the Project Agreements, as amended by the First Amendment Agreement will remain in full force and effect until their respective termination dates; and

WHEREAS, the Original Company requested that the Agency consent and agree to enter into an Assignment, Assumption and Release Agreement, dated as of August 1, 2006 (the “**Assignment**”), and a Termination and Discharge of the United Baking Sublease Agreement, dated as of August 1, 2006 (the “**United Baking Sublease Termination**”), to reflect the assignment of the Original Company’s right, title and interest in and to the Original Installment Sale Agreement, as amended by the First Amendment Agreement, to United Baking Co., Inc., a business corporation, organized and existing under the laws of the State of New York (the “**Company**”); and

WHEREAS, in addition, the Agency provided its assistance in the construction and equipping of an approximately 16,000 square foot addition (the “**Addition**”) to an existing approximately 43,000 square foot building (the “**Existing Building**”) owned by the Agency located on an approximately 5.38 parcel of land at 41 Natcon Drive, Shirley, Town of Brookhaven, Suffolk County, New York (more specifically, District 200, Section 584.00, Block 01.00, Lot 004.021) and all sold by the Agency to the Company, and the renovation and equipping of the Existing Building, used by the Company and the Sublessee to bake, freeze and distribute gourmet muffins, cookies, and other baked goods manufactured in the Facility, and also used as warehouse space for ingredients and packaging inventories (collectively, the “**2006 Facility**”); and, together with the Original Facility, the “**Facility**”); and

WHEREAS, the Agency acquired title to the 2006 Facility and sold the 2006 Facility to the Company, all pursuant to the Act; and

WHEREAS, the Agency has sold the Facility to the Company pursuant to the terms of the Original Installment Sale Agreement, as amended by the First Amendment Agreement, as further amended by the Second Amendment and Modification Agreement, dated as of August 1, 2006 (collectively, the “**Installment Sale Agreement**”), a memorandum of which second amendment to the Original Installment Sale Agreement, as amended, was to be recorded in the Suffolk County Clerk’s Office; and

WHEREAS, the Agency is leasing the Equipment to the Equipment Lessee, upon the terms and conditions set forth in the Original Equipment Lease Agreement, as amended by the First Amendment Agreement, as further amended by a certain Second Amendment and Modification Agreement, dated as of August 1, 2006 (collectively, the “**Equipment Lease Agreement**”), between the Agency and the Equipment Lessee; and

WHEREAS, the Company has subleased the Facility to the Sublessee pursuant to the terms of the Uncle Wally’s Sublease Agreement, as amended by the First Amendment Agreement, and further amended by the Second Amendment and Modification Agreement (collectively, the “**Sublease Agreement**”), a memorandum of which second amendment to the Sublease Agreement was to be recorded in the Suffolk County Clerk’s Office; and

WHEREAS, in connection with the acquisition of the Facility, the Agency, the Company and the Sublessee entered into a certain Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of August 1, 2006 (the “**Amended and Restated PILOT Agreement**”; and together with the Original PILOT Agreement, the “**PILOT Agreement**”), pursuant to which the Company and the Sublessee agreed to make payments in lieu of taxes on the 2006 Facility and the Original Facility; and

WHEREAS, in connection with the acquisition of the Facility, the Agency, the Company and the Sublessee entered into a certain Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of August 1, 2006 (the “**Amended and Restated Environmental Compliance and Indemnification Agreement**”; and together with the Original Environmental Compliance and Indemnification Agreement, the “**Environmental Compliance and Indemnification Agreement**”), whereby the Company and the Sublessee agreed to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

WHEREAS, in connection with the acquisition of the Facility the Company and the Sublessee entered into a certain Guaranty Agreement, dated as of August 1, 2006 (the “**Guaranty Agreement**”), whereby the Company and the Sublessee agreed to guaranty to the Agency, all of their respective obligations in and to the 2006 Company Facility Documents and the 2006 Sublessee Facility Documents (as defined in the Second Amendment and Modification Agreement); and

WHEREAS, in connection with the subleasing of the Facility, the Agency and the Sublessee entered into a certain Amended and Restated Agency Compliance Agreement, dated as of August 1, 2006 (the “**Amended and Restated Agency Compliance Agreement**”), whereby the Sublessee agreed to comply with certain terms and provisions contained in the Installment Sale Agreement; and

WHEREAS, as security for a loan in the aggregate principal amount of \$1,675,000 (the “**2006 Loan**”), made by the Bank to the Company, the Agency and the Company executed and delivered to the Bank, a Building Loan Mortgage, to be dated the 2006 Facility Closing Date (the “**2006 Mortgage**”); and

WHEREAS, the Agency previously consented to the Company's request for an extension of payments-in-lieu-of-taxes benefits presently provided under the PILOT Agreement, in the form of the modification and extension of current abatements of real property taxes on the Facility, which extension was for an additional period of ten (10) years, consistent with the policies of the Agency on the Facility; and

WHEREAS, the Agency and the Company are now mortgaging their respective interests in the Facility to the Bank, pursuant to a Mortgage, dated on or about August 21, 2014 (the "**Gap Mortgage**"), from the Agency and the Company to the Bank, securing the same principal amount of \$2,625,556.55, which Gap Mortgage is intended to be recorded in the Suffolk County Clerk's office; and

WHEREAS, the Agency and the Company are further mortgaging their respective interests in the Facility to the Bank pursuant to an Amended, Restated and Consolidated Mortgage, dated on or about August 21, 2014 (the "**Amended and Restated Mortgage**", and together with the Gap Mortgage, the "**Mortgage**"), from the Agency and the Company to the Bank, securing the same principal amount of \$4,600,000, which Amended and Restated Mortgage is intended to be recorded in the Suffolk County Clerk's office; and

WHEREAS, pursuant to this resolution the Agency ratifies and confirm the execution and delivery of the Mortgage from the Agency and the Company to the Bank; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the financing and/or refinancing of the acquisition, renovation and equipping of the Facility.

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

Section 1. 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, including, but not limited to, the refinancing and mortgaging of the Facility; and

Section 2. The refinancing and mortgaging of the Facility, and the execution and delivery of the Mortgage, by the Agency is hereby ratified and confirmed.

Section 3. This resolution shall take effect immediately.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the “**Agency**”), including the resolutions contained therein, held on the 21st day of August, 2014, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 21st day of August, 2014.

By: \_\_\_\_\_  
Secretary

Date: February 15, 2017

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held at 1 Independence Hill, 3rd Floor, Farmingville, New York 11738 on the 15th day of February, 2017, the following members of the Agency were:

Present: Frederick C. Braun, III  
Martin Callahan  
Michael Kelly  
Scott Middleton

Recused:

Absent: Felix J. Grucci, Jr.  
Gary Pollakusky  
Ann-Marie Scheidt

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

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on the authorization of the assignment and assumption of the Agency's United Baking Co., Inc./Uncle Wally's LLC Facility, the execution of documents with respect thereto and the sale of the facility to Give and Go Prepared Foods (U.S.A.) Corp.

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

Voting Aye

Braun  
Callahan  
Kelly  
Middleton

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN  
INDUSTRIAL DEVELOPMENT AGENCY APPROVING  
THE ASSIGNMENT AND ASSUMPTION OF A CERTAIN  
INDUSTRIAL DEVELOPMENT FACILITY TO GIVE AND  
GO PREPARED FOODS (U.S.A.) CORP., A DELAWARE  
BUSINESS CORPORATION AND APPROVING THE  
FORM, SUBSTANCE AND EXECUTION OF RELATED  
DOCUMENTS

WHEREAS, by Title I 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 to issue its special revenue bonds for the purpose of, among other things, acquiring certain industrial development facilities as authorized by the Act; and

WHEREAS, the Agency has previously issued its Industrial Development Revenue Bonds, Series 2000A and Series 2000B (Vision Enterprises, LLC/United Baking Co., Inc./Uncle Wally's Facility) (the "**Bonds**"), to finance the acquisition of an industrial development facility (the "**Original Facility**"), more particularly described in a certain Indenture of Trust, dated as of December 1, 2000 (the "**Indenture**"), between the Agency and the United Trust Company of New York, as trustee (the "**Trustee**"), which Original Facility was sold by the Agency to Vision Enterprises, LLC, a limited liability company, organized and existing under the laws of the State of New York (the "**Original Company**"), pursuant to a certain Installment Sale Agreement (the "**Original Installment Sale Agreement**"), dated as of December 1, 2000, from the Agency to the Original Company; further, the Agency leased the Equipment to United Baking Co., Inc., a business corporation, organized and existing under the laws of the State of New York (the "**Equipment Lessee**") and the Equipment Lessee rented the Equipment (the "**Original Equipment**"), from the Agency, upon the terms and conditions set forth in the Equipment Lease Agreement, dated as of December 1, 2000 (the "**Original Equipment Lease Agreement**"), between the Agency and the Equipment Lessee; a portion of the Original Facility was leased by the Original Company to the Equipment Lessee pursuant to a certain United Baking Co., Inc. Lease Agreement, dated as of December 1, 2000 (the "**United Baking Sublease Agreement**"), and a portion of the Facility was leased to Uncle Wally's LLC, as successor to the Uncle Noname Cookie Company, Inc. (the "**Sublessee**" and "**Uncle Wally's**"), pursuant to a certain Uncle Wally's Lease Agreement, dated as of December 1, 2000 (the "**Uncle Wally's Sublease Agreement**"); and

WHEREAS, as security for the Bonds and the Original Company's obligations under the Original Installment Sale Agreement, (i) the Agency and the Original Company granted to the Trustee, a Mortgage and Security Agreement, dated as of December 1, 2000 (the "**Mortgage**") and (ii) the Agency assigned its rights under the Original Installment Sale Agreement (except for its Unassigned Rights) to the Trustee, pursuant to a Pledge and Assignment, dated as of December 1, 2000 (the "**Pledge and Assignment**"); and the Original Company, the Equipment Lessee, Uncle Wally's, and Louis Avignone, an individual residing at 26 Griffen Court, Miller Place, New York 11764, Kathleen Lennon, and individual

residing at 69 Bellerose Avenue, East Northport, New York 11731, James Farrell, an individual residing at 35 Poppy Drive, Massapequa Park, New York 11762, Gerard Ceccio an individual residing at G-10 Glen Hollow Drive, Holtsville, New York 11742, and John Ceccio, an individual residing at 56 Federal Lane, Coram, New York 11727 (collectively, the "**Individual Guarantors**"), granted to the Agency and the Trustee their Guaranty, dated as of December 1, 2000 (the "**Original Guaranty**"); and

WHEREAS, as security for the Series 2000A Bonds, the Equipment Lessee and the Agency granted to the Trustee, a security interest in the Original Equipment, pursuant to the terms of an Equipment Security Agreement, dated as of December 1, 2000 (the "**Equipment Security Agreement**") and as security for the Series 2000B Bonds, the Equipment Lessee and the Agency, granted to the Trustee a subordinated security interest in the Original Equipment, pursuant to the terms of the Subordinate Equipment Security Agreement, dated as of December 1, 2000 (the "**Subordinate Equipment Security Agreement**"); and

WHEREAS, in connection with the acquisition, construction and equipping of the Original Facility, the Agency, the Original Company, the Equipment Lessee, the Trustee, the Individual Guarantors and Uncle Wally's entered into an Environmental Compliance and Indemnification Agreement, dated as of December 1, 2000 (the "**Original Environmental Compliance and Indemnification Agreement**"), whereby the Original Company, the Equipment Lessee, the Individual Guarantors and Uncle Wally's agreed to comply with all Environmental Laws (as defined therein) applicable to the Original Facility and indemnified and held harmless the Agency and the Trustee for all liability under all such Environmental Laws; and

WHEREAS, in connection with the acquisition, construction and equipping of the Original Facility, the Agency, the Original Company, the Equipment Lessee and Uncle Wally's entered into a certain Payment in Lieu of Tax Agreement, dated as of December 1, 2000 (the "**Original PILOT Agreement**"), pursuant to which the Original Company, the Equipment Lessee and Uncle Wally's agreed to make payments in lieu of taxes on the Original Facility; and

WHEREAS, the Agency and the Equipment Lessee entered into the United Baking Co. Agency Compliance Agreement, dated as of December 1, 2000 (the "**Original United Baking Co. Agency Compliance Agreement**"), and the Agency and Uncle Wally's entered into the Uncle Wally's Agency Compliance Agreement, dated as of December 1, 2000 (the "**Original Uncle Wally's Agency Compliance Agreement**"); and

WHEREAS, the Original Company, the Equipment Lessee and Uncle Wally's desired to redeem the Bonds and refinance the Original Facility prior to final maturity of the Bonds, which redemption was duly authorized, executed and approved pursuant to a resolution adopted by the Agency on August 18, 2004 (the "**Redemption Resolution**"); and

WHEREAS, on August 25, 2004, the Trustee, at the direction of the Original Company and in accordance with the provisions of the Indenture, caused all Outstanding Bonds to be redeemed and in connection with such redemption the liens of the Indenture, the Mortgage, the Assignment, the Equipment Security Agreement and the Subordinate

Equipment Security Agreement in favor of the Trustee were satisfied, terminated, discharged and released by the Trustee; and

WHEREAS, the Original Company, the Agency and JPMorgan Chase Bank, N.A., a national banking association duly organized and validly existing under the laws of the United States of America (the "**Bank**"), entered into an Amendment Agreement, dated as of August 25, 2004 (the "**First Amendment Agreement**"), to reflect that the Bonds were redeemed and refinanced with the proceeds of a loan from the Bank to the Original Company, and that the Bank has replaced the Trustee under each of the relevant documents related to the Original Facility (the "**Project Agreements**"), with respect to the enforcement of rights and remedies, indemnification, consent rights and receipt of notices, and to further acknowledge that the Project Agreements, as amended by the First Amendment Agreement will remain in full force and effect until their respective termination dates; and

WHEREAS, the Original Company requested that the Agency consent and agree to enter into an Assignment, Assumption and Release Agreement, dated as of August 1, 2006 (the "**2006 Assignment**"), and a Termination and Discharge of the United Baking Sublease Agreement, dated as of August 1, 2006 (the "**United Baking Sublease Termination**"), to reflect the assignment of the Original Company's right, title and interest in and to the Original Installment Sale Agreement, as amended by the First Amendment Agreement, to United Baking Co., Inc., a business corporation, organized and existing under the laws of the State of New York (the "**Company**"); and

WHEREAS, in addition, the Agency provided its assistance in the construction and equipping of an approximately 16,000 square foot addition (the "**Addition**") to an existing approximately 43,000 square foot building (the "**Existing Building**") owned by the Agency located on an approximately 5.38 parcel of land at 41 Natcon Drive, Shirley, Town of Brookhaven, Suffolk County, New York (more specifically, District 200, Section 584.00, Block 01.00, Lot 004.021) and all sold by the Agency to the Company, and the renovation and equipping of the Existing Building, used by the Company and the Sublessee to bake, freeze and distribute gourmet muffins, cookies, and other baked goods manufactured in the Facility, and also used as warehouse space for ingredients and packaging inventories (collectively, the "**2006 Facility**"; and, together with the Original Facility, the "**Facility**"); and

WHEREAS, the Agency acquired title to the 2006 Facility and sold the 2006 Facility to the Company, all pursuant to the Act; and

WHEREAS, the Agency has sold the Facility to the Company pursuant to the terms of the Original Installment Sale Agreement, as amended by the First Amendment Agreement, as further amended by the Second Amendment and Modification Agreement, dated as of August 1, 2006 (the "**Second Amendment and Modification Agreement**"), a memorandum of which second amendment to the Original Installment Sale Agreement, was to be recorded in the Suffolk County Clerk's Office; and

WHEREAS, the Agency is leasing the Equipment to the Equipment Lessee, upon the terms and conditions set forth in the Original Equipment Lease Agreement, as amended by the First Amendment Agreement, as further amended by the Second Amendment and



Modification Agreement (collectively, the "**Equipment Lease Agreement**"), between the Agency and the Equipment Lessee; and

WHEREAS, the Company has subleased the Facility to the Sublessee pursuant to the terms of the Uncle Wally's Sublease Agreement, as amended by the First Amendment Agreement, and further amended by the Second Amendment and Modification Agreement (collectively, the "**Sublease Agreement**"), a memorandum of which second amendment to the Sublease Agreement was to be recorded in the Suffolk County Clerk's Office; and

WHEREAS, in connection with the acquisition of the Facility, the Agency, the Company and the Sublessee entered into a certain Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of August 1, 2006 (the "**Amended and Restated PILOT Agreement**"), pursuant to which the Company and the Sublessee agreed to make payments in lieu of taxes on the 2006 Facility and the Original Facility; and

WHEREAS, in connection with the acquisition of the Facility, the Agency, the Company and the Sublessee entered into a certain Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of August 1, 2006 (the "**Amended and Restated Environmental Compliance and Indemnification Agreement**"); and together with the Original Environmental Compliance and Indemnification Agreement, the "**Environmental Compliance and Indemnification Agreement**"), whereby the Company and the Sublessee agreed to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

WHEREAS, in connection with the acquisition of the Facility the Company and the Sublessee entered into a certain Guaranty Agreement, dated as of August 1, 2006 (the "**Guaranty Agreement**"), whereby the Company and the Sublessee agreed to guaranty to the Agency, all of their respective obligations in and to the 2006 Company Facility Documents and the 2006 Sublessee Facility Documents (as defined in the Second Amendment and Modification Agreement); and

WHEREAS, in connection with the subleasing of the Facility, the Agency and the Sublessee entered into a certain Amended and Restated Agency Compliance Agreement, dated as of August 1, 2006 (the "**Amended and Restated Agency Compliance Agreement**"), whereby the Sublessee agreed to comply with certain terms and provisions contained in the Installment Sale Agreement; and

WHEREAS, as security for a loan in the aggregate principal amount of \$1,675,000 (the "**2006 Loan**"), made by the Bank to the Company, the Agency and the Company executed and delivered to the Bank, a Building Loan Mortgage, to be dated the 2006 Facility Closing Date (the "**2006 Mortgage**"); and

WHEREAS, the Agency previously provided financial assistance to the Company and the Sublessee in the form of the modification and extension of current abatements of real property taxes on the Facility, which extension was for an additional period of ten (10) years, consistent with the policies of the Agency on the Facility; and

WHEREAS, the Agency has sold the Facility to the Company pursuant to the terms of the Original Installment Sale Agreement, as amended by the First Amendment Agreement, as further amended by the Second Amendment and Modification Agreement, as further amended by the Third Amendment and Modification Agreement, dated as of February 28, 2013 (the "**Third Amendment and Modification Agreement**"), a memorandum of which third amendment to the Original Installment Sale Agreement, was to be recorded in the Suffolk County Clerk's Office; and

WHEREAS, the Agency, the Company and the Sublessee previously entered into a Second Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of February 28, 2013 (the "**Second Amended and Restated PILOT Agreement**"), by and among the Agency, the Company and the Sublessee; and

WHEREAS, the Company and the Sublessee previously submitted a request for the Agency's consent to an extension of payments-in-lieu-of-taxes benefits presently provided under the Second Amended and Restated PILOT Agreement; and

WHEREAS, the Agency, the Company and the Sublessee entered into a certain Third Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of February 1, 2017 (the "**Third Amended and Restated PILOT Agreement**"; and together with the Original PILOT Agreement, the Amended and Restated PILOT Agreement and the Second Amended and Restated PILOT Agreement, the "**PILOT Agreement**"), by and among the Agency, the Company and the Sublessee; and

WHEREAS, the Agency and the Company amended the Original Installment Sale Agreement, as amended by the First Amendment Agreement, as further amended by the Second Amendment and Modification Agreement, as further amended by the Third Amendment and Modification Agreement to coincide with the term of the Third Amended and Restated PILOT Agreement pursuant to a certain Amendment of Installment Sale Agreement, dated as of February 1, 2017 (the "**Amendment of Installment Sale Agreement**"; collectively, the "**Installment Sale Agreement**"), by and between the Agency and the Company, a memorandum of which Amendment of Installment Sale Agreement was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, Give and Go Prepared Foods (U.S.A.) Corp., a business corporation organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York or another entity formed or to be formed by Give and Go Prepared Foods (U.S.A.) Corp. or the principals thereof (collectively, the "**Assignee**"), has now requested the Agency's consent to the assignment by the Company of all of its rights, title, interest and obligations under the Installment Sale Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and certain other agreements in connection with the Facility to, and the assumption by, the Assignee of all of such rights, title, interest and obligations of the Company, and the release of the Company and the Sublessee from any further liability with respect to the Facility subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of February 1, 2017 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the

**“Assignment, Assumption and Amendment Agreement”**), by and among the Agency, the Company, the Sublessee and the Assignee; and

WHEREAS, the Agency and the Assignee will enter into such other documents upon advice of counsel, in both form and substance, as may be reasonably required to effectuate the assignment and assumption of the Facility (together with the Assignment, Assumption and Amendment Agreement, collectively, the **“Assignment Documents”**); and

WHEREAS, pursuant to Section 9.3 of the Installment Sale Agreement, the 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 Company and the assumption by the Assignee of the Company’s interests in the Facility and the Agency will thereafter sell the Facility to the Assignee; and

WHEREAS, subsequent to the assignment of the Facility by the Company to, and the assumption of the Facility by the Assignee, the Agency will transfer title to the Facility to the Assignee, pursuant to a certain Quitclaim Deed, dated a date to be determined (the **“Deed”**), from the Agency to the Assignee; and

WHEREAS, the Agency will acquire a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of February 1, 2017 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the **“Company Lease”**), by and between the Assignee and the Agency; and

WHEREAS, the Agency and the Assignee will amend and restate the Installment Sale Agreement, as assigned, pursuant to a certain Amended and Restated Lease and Project Agreement, dated as of February 1, 2017 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the **“Lease Agreement”**), to reflect that title to the Facility is vested in the Assignee, and that the Agency will be leasing, as opposed to selling, the Facility to the Assignee; and

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

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

WHEREAS, the Company, the Sublessee and the Assignee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the assignment and assumption of the Facility.

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:

(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 sale of the Facility to the Assignee will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The sale of the Facility is reasonably necessary to induce the Assignee to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Assignee and counsel to the Assignee, the 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 Facility is located; and

(f) It is desirable and in the public interest for the Agency to sell the Facility to the Assignee; and

(g) It is desirable and in the public interest for the Agency to consent to the assignment and assumption of the interest in the Facility from the Company to the Assignee; and

(h) The Assignment Documents to which the Agency is a party will be effective instruments whereby the Agency, the Assignee, the Company and/or the Sublessee will effectuate the assignment and assumption of the Facility; and

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

(j) The Deed will be an effective instrument whereby the Agency will transfer title to the Facility to the Assignee; and

(k) The Company Lease will be an effective instrument whereby the Agency will acquire a leasehold interest in the Facility from the Assignee; and

(l) The Lease Agreement will be an effective instrument whereby the Agency will amend and restate the Installment Sale Agreement, sublease the Facility to the Assignee, the Agency and the Assignee set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Assignee 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 Assignee.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment and assumption of the Facility from the Company to and by the Assignee pursuant to the Assignment, Assumption and Amendment Agreement, (ii) execute, deliver and perform the Assignment, Assumption and Amendment Agreement, (iii) execute and deliver the other Assignment Documents, (iv) transfer title to the facility to the Assignee pursuant to the Deed, (v) execute and deliver the Deed, (vi) acquire a leasehold interest in the Facility from the Assignee pursuant to the Company Lease, (vii) execute, deliver and perform the Company Lease, (viii) sublease the Facility to the Assignee pursuant to the Lease Agreement, and (ix) execute, deliver and perform the Lease Agreement.

Section 3. The Agency is hereby authorized to consent to the assignment and assumption of the Facility by the Assignee and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such assignment and assumption are hereby approved, ratified and confirmed.

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

Section 5. The Agency is hereby authorized to acquire the Facility 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 Assignee hereby agrees to comply with Section 875 of the Act. The Assignee further agrees that the financial benefits provided pursuant to the Act are subject to termination and recapture of benefits pursuant to Section 875 of the Act and the recapture provisions of the Installment Sale Agreement, as assigned and the Lease Agreement.

Section 7. The form and substance of the Assignment, Assumption and Amendment Agreement, the other Assignment Documents, the Deed, the Company Lease and the Lease Agreement (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 8.

(a) The Chairman, Vice Chairman, Chief Executive Officer, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment, Assumption and Amendment Agreement, the other Assignment Documents, the Deed, the Company Lease and the Lease Agreement all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice 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 and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof

by the Chairman, Vice Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice 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 Installment Sale Agreement, as assigned).

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

Section 10. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Assignee. By acceptance hereof, the Assignee 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 Facility.

Section 11. This resolution shall take effect immediately.

ADOPTED: February 15, 2017

ACCEPTED: February \_\_, 2017

**GIVE AND GO PREPARED FOODS (U.S.A.) CORP.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK )

: SS.:

COUNTY OF SUFFOLK)

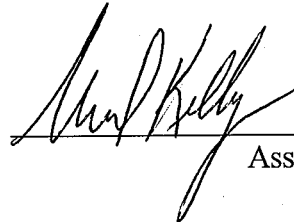
I, the undersigned Assistant Secretary of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 15th day of February, 2017, 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 all in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand this the 15th day of February, 2017.



Assistant Secretary