

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO, AND APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF, A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY TO BE LEASED TO THE NICSTENIK LLC AND/OR REGENT TEK INDUSTRIES, INC. AND/OR ANY OF THE PRINCIPALS OF NICSTENIK LLC AND/OR REGENT TEK INDUSTRIES, INC. AND/OR OTHER ENTITY TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, AND TAKING OFFICIAL ACTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENTS PERTAINING TO THE FACILITY.

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

WHEREAS, **NICSTENIK LLC**, a New York limited liability company on behalf of itself and/or the principals of **NICSTENIK LLC** and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Company”), and **REGENT TEK INDUSTRIES, INC.**, a New York business corporation on behalf of itself and/or the principals of **REGENT TEK INDUSTRIES, INC.** and/or an entity formed or to be formed on behalf of any of the foregoing (the “Sublessee”), have applied to the Agency for assistance in connection with: (a) the acquisition of an approximately 1.357 acre parcel of land (the “Land”), together with the acquisition and renovation of the 17,500 square foot building and other improvements thereon (the “Improvements”), and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the “Facility Equipment”), located or to be located at 202 Mastic Boulevard East, Shirley, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-851.00-06.00-034.004 and 035.000) (collectively, the Land, Improvements and Facility Equipment may be referred to as the “Company Facility”), to be leased to the Agency by the Company, subleased by the Agency to the Company, and further subleased by the Company to the Sublessee, and (b) the acquisition of certain equipment and personal property (the “Equipment,” together with the Company Facility, the “Facility”) to be leased by the Agency to the Sublessee; which Facility is to be used by the Sublessee for the manufacture and distribution of thermoplastic road marking materials and related products (the “Project”), including the following as they relate to the acquisition, renovation and equipping of the Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, renovation and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, renovation, renovation and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property

(including installation costs with respect thereto) installed or placed in, upon or under the Facility;
and

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

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and Sublessee, consistent with the policies of the Agency, in the form of (i) exemptions from mortgage recording taxes, to the extent allowable under applicable law, on mortgages securing an aggregate principal amount presently estimated to be \$2,262,000.00, but not to exceed \$2,750,000.00, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating, and equipping of the Facility, (ii) exemptions from sales and use taxes on the acquisition, renovating and equipping of the Facility, including fixtures, furniture and equipment to be installed in the Facility or in connection with the acquisition, installation, purchase or lease of the Equipment and equipment, building materials, services or other personal property part of or to become part of the Facility, in an amount not to exceed \$38,500.00, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), all consistent with the policies of the Agency; and

WHEREAS, the Agency contemplates it will acquire a leasehold interest in the Land and Improvements under a certain Company Lease Agreement (the "Company Lease Agreement") for a term of approximately ten (10) years, by and between the Company and the Agency, and

WHEREAS, the Agency contemplates that it will sublease the Company Facility to the Company under a certain Lease and Project Agreement (the "Lease Agreement") for a term of approximately ten (10) years, by and between the Agency and the Company, which Lease Agreement provides, inter alia, for the Company's obligations regarding payments in lieu of taxes with respect to the Facility, and assurances of the Company with respect to the recapture of certain benefits, including sales and use tax and mortgage recording tax exemptions, granted under or by virtue of the Lease Agreement and other agreements; and

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

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

WHEREAS, the Agency contemplates the Agency will lease the Equipment to the Sublessee under a certain Equipment Lease and Project Agreement (the "Equipment Lease Agreement") for a term of approximately ten (10) years, by and between the Agency and the Sublessee; and

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

WHEREAS, in order to finance a portion of the costs of the Project, the Company anticipates obtaining loans from a lender or lenders (collectively, the “Lender”), and in order to secure the obligations of the Company and/or others to the Lender, the Agency contemplates that, at the request of the Company and/or the Sublessee, the Agency, the Company and/or others will execute and deliver a mortgage or mortgages or a security agreement or security agreements in favor of the Lender, including replacements, substitutions, extensions and additions to such mortgages), with a limitation of the Agency’s liability thereunder (collectively, the “Mortgage”) for the purpose of subjecting the Facility to the lien of the Mortgage; and

WHEREAS, a public hearing (the “Hearing”) was held on September 12, 2017, so that all persons with views in favor of, or opposed to, either the financial assistance contemplated by the Agency or the location or nature of the facility, could be heard; and

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

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

WHEREAS, the Agency has given due consideration to the application of the Company and to the representations by the Company and the Sublessee that the proposed Facility is either an inducement to the Company and the Sublessee to maintain or expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive position of the Company and the Sublessee in their industries; and

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

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company and the Sublessee have prepared and submitted to the Agency an Environmental Assessment Form and related documents (the “Questionnaire”) with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency.

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

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

Section 2. The Agency hereby finds and determines:

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

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

c. The leasing of the Land and Improvements by the Agency from the Company, the acquisition, renovation, and equipping of the Company Facility, the leasing and subleasing of the Company Facility by the Agency to the Company, the subleasing of the Company Facility by the Company to the Sublessee, the acquisition and installation of the Equipment, the leasing of the Equipment by the Agency to the Sublessee, the providing of financial assistance to the Company and the Sublessee within the meaning of the Act, and the granting of mortgages on, and security interests in, the Facility, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

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

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

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

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

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

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

v. The Facility shall not be used in making retail sales; and

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

Section 3. The Agency has assessed all material information included in connection with the Company's and Sublessee'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 Company and the Sublessee.

Section 4. The Agency is hereby authorized to, and shall, in furtherance of the purposes of the Act, lease the Land and Improvements from the Company, acquire, renovate, equip, repair and maintain the Company Facility, lease and sublease the Company Facility to the Company, acquire and install the Equipment at the Facility, lease the Equipment to the Sublessee, and grant mortgage lien(s) and security interest(s) in the Facility.

Section 5. The Agency hereby authorizes and approves of the following economic benefits to be granted or inure to the benefit of the Company and the Sublessee: (i) exemptions from mortgage recording taxes, to the extent allowable under applicable law, on mortgages securing an aggregate principal amount presently estimated to be \$2,262,000.00, but not to exceed \$2,750,000.00, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating, and equipping of the Facility, (ii) exemptions from sales and uses taxes on the acquisition, renovation, and equipping of the Facility, including fixtures, furniture and equipment to be installed in or at the Facility or in connection with the purchase or lease of equipment, building materials, services or other personal property part of or to become part of, or appurtenant to, or used in connection with, the Facility, in an amount not to exceed \$38,500.00, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), consistent with the policies of the Agency.

Section 6. Subject to, and conditioned upon, the execution and delivery by the Company, Sublessee and such others persons as may be required by the Agency, and the acceptance by the Agency in form and substance satisfactory to the Agency, of the Company Lease Agreement, Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement and such other documents as may be required by the Agency, and the closing of the transactions contemplated hereby and thereby, the Company and the Sublessee are hereby appointed the true and lawful agents of the Agency to acquire, renovate, and equip the Facility, and are authorized to delegate their status as agent of the Agency to the Company's or Sublessee's agents, subagents, contractors, subcontractors, suppliers, vendors and other parties as the Company or the Sublessee may choose for the purpose of acquiring, renovating, or equipping the Facility. The appointment described above includes the following activities as they relate to the acquiring, constructing, and equipping of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, renovating, and equipping the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with acquiring, renovating, and equipping the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Facility. The Agency appointments include the power to make, execute, acknowledge and deliver any contracts, orders receipts writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf. The appointments hereunder shall expire upon the earliest of (a) November 30, 2018, (b) completion of the initial acquisition, renovation, and equipping of the Facility, and (c) the date on which the aggregate exemptions from sales and use taxes realized by reason of the Agency's participation in the Project equals or exceeds \$38,500.00; provided however, such appointment may be extended and the amount of the exemption may be increased at the sole discretion of the Agency, upon the written request of the Company or the Sublessee, if such activities and improvements are not completed by such time or the additional sales and uses tax exemptions are necessary. The Company and the Sublessee, jointly and severally, shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company or Sublessee, as agent of the Agency. The aforesaid agency appointment expressly exclude the Company and the Sublessee from purchasing motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets.

Section 7. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed to, on behalf of and in the name of the Agency, execute, deliver and perform a Company Lease Agreement, Lease Agreement, Equipment Lease Agreement, Agency Compliance Agreement, Mortgage (including construction, permanent and refinancing mortgages, and replacements, substitutions, extensions and additions to such mortgages) with a limitation of the Agency's liability thereunder, and other certificates, agreements, instruments and documents, as above contemplated or in furtherance of the foregoing, in such form and substance as the person executing same on behalf of the Agency shall deem necessary or desirable, and shall approve, such necessity, desirability, and approval, to be

conclusively evidenced by his or her execution and delivery thereof. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed, on behalf of and in the name of the Agency, to pay all fees, charges and expenses incurred, to cause compliance with the terms, conditions and provisions of agreements binding upon the Agency, and to do all such further acts and things, in furtherance of the foregoing as such person shall deem necessary or desirable, and shall approve.

Section 8. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company and the Sublessee as agents of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act, the Lease Agreement or the Equipment Lease Agreement.

Section 9. Weinberg Gross & Pergament LLP are hereby appointed Transaction Counsel to the Agency, and is authorized and directed to work with Counsel to the Company and the Sublessee, and others, to prepare, for submission to the Agency, all documents necessary to effect the transaction described in these resolutions.

Section 10. Any and all acts, instruments, and other writings heretofore or hereafter performed and/or executed and delivered by any one or more of the Chairman, Chief Executive Officer or any member of the Agency, pursuant to the several foregoing resolutions, for and on behalf of and in the name of the Agency, in connection with the transactions contemplated thereby, be and the same hereby are, in all respects ratified, confirmed and approved.

Section 11. The documents, including the proposed Company Lease Agreement, Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement and Mortgage, promptly following the execution, and delivery thereof, be identified by any of the Chairman, Chief Executive Officer or any member of the Agency by his or her endorsement thereon and when so identified be filed with the official records of the Agency.

Section 12. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company or the Sublessee. By acceptance hereof, the Company and the Sublessee, jointly and severally, agree to pay such expenses and further agree to indemnify and hold harmless the Agency, its members, directors, employees and agents from and against all claims, suits, actions, proceedings, obligations, damages, liabilities, judgments, costs and expenses, including legal fees and expenses, incurred as a result of action or inaction taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 13. The Chairman, Chief Executive Officer, Counsel to the Agency or any member of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Company and the Sublessee, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 14. This resolution shall take effect immediately, and, unless sooner rescinded or amended, shall be deemed rescinded on February at the expiration of four (4) months after the date of the adoption of this resolution if the closing contemplated hereunder has not

occurred prior to such expiration, subject to extension at the discretion of the Agency upon the written request of the Company or the Sublessee.

Adopted: September _____, 2017

Accepted: September _____, 2017

NICSTENIK LLC

By: _____, Member

REGENT TEK INDUSTRIES, INC.

By: _____, President

EXHIBIT A

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

September ___, 2017

<u>Year</u>	<u>PILOT Amount</u>
1	\$15,961
2	\$16,280
3	\$17,270
4	\$18,292
5	\$19,349
6	\$20,441
7	\$21,569
8	\$22,734
9	\$23,936
10	\$25,178

Date: July 19, 2017

At a meeting of the Town of Brookhaven Industrial Development Agency (the “**Agency**”), held at 1 Independence Hill, Farmingville, New York 11738 on the 19th day of July, 2017, the following members of the Agency were:

Present: Frederick C. Braun, III
Martin Callahan
Felix J. Grucci, Jr.
Michael Kelly
Scott Middleton
Gary Pollakusky

Recused:

Absent: 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 proposed mortgage financing and the execution of related loan documents in connection with a certain industrial development facility more particularly described below (The Meadows at Yaphank Facility) and approving the execution and delivery of related documents.

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

Voting Aye

Braun
Callahan
Grucci
Kelly
Middleton
Pollakusky

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING A
MORTGAGE FINANCING AND THE EXECUTION AND
DELIVERY OF LOAN DOCUMENTS IN CONNECTION
THEREWITH FOR THE MEADOWS AT YAPHANK
FACILITY AND APPROVING THE FORM, SUBSTANCE,
EXECUTION AND DELIVERY OF SUCH 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 the same may be amended from time to time (collectively, the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”), was created with the authority and power among other things, to assist with certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency, previously assisted AVR Yaphank Meadows Apartments LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the “**Company**”) with the acquisition, construction and equipping of a mixed-use industrial development facility to be known as The Meadows at Yaphank, and which initial phase also known as Phase 1a, consisting of (i) the acquisition of an approximately 17.82 acres of land located on the northwest corner of William Floyd Parkway and the Long Island Expressway in Yaphank (collectively, the “**Land**”), and (ii) the construction and equipping of an approximate 240 unit apartment complex consisting of ten separate buildings of 26,690 square feet, 80 garages at 200 square feet, 1 clubhouse of 6,250 square feet, and a cabana of 750 square feet (collectively, the “**Equipment**” and “**Improvements**”; and, together with the Land, the “**Facility**”), which Facility is leased by the Agency to the Company for further sublease by the Company to various sublessees yet to be determined (the “**Sublessees**”), in addition, in connection with the Facility, certain public improvements, including utilities, sewers, roadways, sidewalks, curbs, and parking lots may need to be constructed, renovated, or improved on or across land, lots, and roadways owned or controlled by the Town of Brookhaven adjacent to or in the vicinity of the Facility; and

WHEREAS, the Company leased the Land to the Agency pursuant to certain Company Lease Agreement, dated as of January 1, 2015 (the “**Company Lease**”), between the Company, as lessor and the Agency, as lessee, a memorandum of which Company Lease was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency subleased the Facility to the Company pursuant to a certain Lease Agreement, dated as of January 1, 2015 (the “**Lease Agreement**”), between the Agency as lessor, and the Company, as lessee, a memorandum of which Lease Agreement was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, in connection with the leasing of the Facility, the Agency and the Company, entered into a certain Payment-in-Lieu-of-Tax Agreement, dated as of January 1, 2015 (the “**PILOT Agreement**”), whereby the Company agreed to make certain payments-in-lieu-of-taxes on the Facility to the Taxing Authorities (as defined therein); and

WHEREAS, in connection with the leasing of the Facility, the Agency and the Company entered into a certain Environmental Compliance and Indemnification Agreement, dated as of January 1, 2015 (the “**Environmental Compliance and Indemnification Agreement**”), whereby, among other things, the Company agreed to comply with all Environmental Laws (as defined in the Environmental Compliance and Indemnification Agreement) applicable to the Facility; and

WHEREAS, the Agency and the Company entered into a Recapture Agreement, dated as of January 1, 2015 (the “**Recapture Agreement**”), from the Company to the Agency in order to reflect the repayment of certain obligations of the Company upon the occurrence of a Recapture Event (as defined therein); and

WHEREAS, the Company and the Agency previously mortgaged their respective interests in the Facility to Manufacturers and Traders Trust Company, a New York banking corporation (the “**Lender**”), pursuant to: (i) a certain Building Loan Mortgage, dated on or about March 5, 2015 (the “**Building Loan Mortgage**”), from the Agency and the Company to the Lender, securing a principal amount of \$36,046,657, which Building Loan Mortgage was intended to be recorded in the Suffolk County Clerk’s office, and (ii) a certain Project Loan Mortgage, dated on or about March 5, 2015 (the “**Project Loan Mortgage**”; and, together with the Building Loan Mortgage, the “**2015 Mortgages**”), from the Agency and the Company to the Lender, securing a principal amount of \$8,653,343, which Project Loan Mortgage was intended to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Company has now requested the Agency’s consent to enter into a refinancing with M&T Realty Capital Corporation, or such other lender as may be determined (the “**2017 Lender**”), with respect to the Facility in the aggregate principal amount presently estimated to be \$50,000,000 (the “**2017 Loan**”) to satisfy the 2015 Mortgages and finance the costs of the acquisition, construction and equipping the Facility; and

WHEREAS, as security for such 2017 Loan being made to the Company by the 2017 Lender, the Company has submitted a request to the Agency that it join with the Company in executing and delivering to the 2017 Lender one or more mortgages and such other loan documents, satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably requested by the 2017 Lender (the “**2017 Loan Documents**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company, consistent with the policies of the Agency, in the form of exemptions from mortgage recording taxes (other than the portion of the mortgage recording tax allocated to transportation districts referred to in Section 253(2)(a) of the Tax Law) securing the additional principal amount presently estimated to be \$5,300,000 but not to exceed \$6,000,000 in connection with the 2017 Loan; 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 has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the financing or refinancing of the Facility and the continued leasing and 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.
- (b) The Facility continues to constitute a “project”, as such term is defined in the Act.
- (c) The refinancing of the acquisition, construction and equipping of the Facility 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.
- (d) The refinancing of the acquisition, construction and equipping of the Facility as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Company in its industry.
- (e) Based upon representations of the Company and counsel to the Company, 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.
- (f) It is desirable and in the public interest for the Agency to assist in the refinancing of the acquisition, construction and equipping of the Facility.
- (g) The 2017 Loan Documents will be effective instruments whereby the Agency and the Company agree to secure the 2017 Loan to the 2017 Lender.

Section 2. In consequence of the foregoing, the Agency hereby determines to:
(i) grant a mortgage on and security interest in and to the Facility pursuant to a certain mortgage and security agreement for the benefit of the 2017 Lender (the “**2017 Mortgage**”),
(ii) execute, deliver and perform the 2017 Mortgage, (iii) execute, deliver the 2017 Loan Documents, and (iv) execute, deliver and perform such other related documents, that the Agency is a party, as may be necessary or appropriate to effect the 2017 Loan or any subsequent refinancing of the 2017 Mortgage.

Section 3. Subject to the provisions of this resolution and the Lease Agreement, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the 2017 Mortgage and the 2017 Loan Documents and such other related documents as may be necessary or appropriate to effect the 2017 Loan, or any subsequent refinancing of the 2017 Loan, and all acts heretofore taken by the Agency with respect to such financing or refinancing are hereby approved, ratified and confirmed.

Section 4. Subject to the provisions of this resolution and the Lease Agreement, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company in the form of exemptions from mortgage recording taxes (other than the portion of the mortgage recording tax allocated to transportation districts referred to in Section 253(2)(a) of the Tax Law) for one or more mortgages securing an amount in addition to the principal previously authorized by the Agency, presently estimated to be \$5,300,000 but not to exceed \$6,000,000, in connection with the refinancing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility.

Section 5. Subject to the provisions of this resolution and the Lease Agreement:

(a) 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 2017 Mortgage and the 2017 Loan Documents, together with 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, 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 6. 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 7. Any expenses incurred by the Agency with respect to the financing or refinancing of the Facility shall be paid by the Company. By acceptance hereof, 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 financing or refinancing of the Facility.

Section 8. This resolution shall take effect immediately.

ADOPTED: July 19, 2017

ACCEPTED: _____ 2017

**AVR YAPHANK MEADOWS
APARTMENTS LLC**

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 July 19, 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 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 19th day of July, 2017.

By: _____
 Assistant Secretary

Date: September 20, 2017

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held on the 20th day of September, 2017 at 8:00 a.m. local time, at the Town of Brookhaven, 1 Independence Hill, Farmingville, New York 11738, the following members of the Agency were:

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

Recused: Michael Kelly

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 consent to the subleasing of a portion of the Agency’s CV Village at Coram, LLC 2014 Facility to Kindred Fitness Inc.

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

Voting Aye

Voting Nay

Braun
Callahan
Grucci
Middleton
Pollakusky
Scheidt

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY PERTAINING TO THE CONSENT TO THE SUBLEASING OF A PORTION OF THE CV VILLAGE AT CORAM, LLC 2014 FACILITY 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 CV Village at Coram, LLC (the “**Company**”), in the acquisition of title to a parcel of land aggregating approximately 17.60 acres and located at 3700 Route 112, Coram, Town of Brookhaven, New York (the “**Land**”), together with existing structures and improvements located thereon by the Company and the demolition, construction and equipping of a mixed-use industrial development facility which will occur in three phases as follows: (A) Phase I will consist of construction and equipping of six (6) buildings totaling approximately 110,000 square feet and containing an aggregate of approximately 98 residential units and approximately 9,020 square feet of commercial space (the “**Phase I Facility**”), which Phase I Facility will be leased to the Company pursuant to this Phase I Facility Lease Agreement, for further sublease by the Company to, and to be developed and used by Wincoram Commons I, LLC, a New York limited liability company (the “**Phase I Sublessee**”); (B) Phase II will consist of the construction and equipping of five (5) buildings totaling approximately 82,000 square feet and containing an aggregate of approximately 78 additional residential units (the “**Phase II Facility**”), which Phase II Facility will be leased to the Company pursuant to a certain Phase II Facility Lease Agreement, dated as of February 1, 2014 (the “**Phase II Facility Lease Agreement**”), by and between the Agency and the Company, for further sublease by the Company to, and to be developed and used by Wincoram Commons Phase II, LLC, a New York limited liability company (the “**Phase II Sublessee**”); and (C) Phase III will consist of the construction and equipping of an approximately 6,000 square foot building to be used for retail space (the “**Phase III Facility**”; and together with the Phase I Facility and the Phase II Facility, the “**Facility**”), which Phase III Facility will be leased to the Company pursuant to a certain Phase III Facility Lease Agreement, dated as of February 1, 2014 (the “**Phase III Facility Lease Agreement**”), by and between the Agency and the Phase III Company, for further sublease by the Company to, and to be developed and used by Wincoram Commons Commercial, LLC, a New York limited liability company (the “**Phase III Sublessee**”), all to be leased by the Agency to and used by the Company as a mixed-use development; and

WHEREAS, the Company has previously agreed to ground lease a portion of the Land (the “**Phase I Land**”) to the Agency pursuant to the terms of a certain Phase I Facility Company Lease Agreement dated as of February 1, 2014 (the “**Phase I Facility Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency is currently leasing the Phase I Facility to the Company, pursuant to a certain Phase I Facility Lease Agreement, dated as of February 1, 2014 (the “**Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Company is further subleasing the Phase I Facility to the Phase I Sublessee pursuant to a certain Sublease Agreement, dated as of February 1, 2014 (the “**Sublease Agreement**”), by and between the Company and the Sublessee; and

WHEREAS, the Phase I Sublessee is further subleasing the Phase I Facility to Conifer Realty, LLC (“**Conifer**”), pursuant to a certain Master Lease for Commercial Space, dated as of February 1, 2014 (the “**Conifer Sublease Agreement**”), by and between the Phase I Sublessee and Conifer; and

WHEREAS, Conifer previously entered into a certain Lease Agreement, dated February 1, 2016 (the “**Tenant Lease**”), whereby Conifer has agreed to sublease a portion of the Phase I Facility, consisting of 1,381 square feet (the “**Demised Premises**”) to Kindred Fitness Inc. (the “**Tenant**”); and

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

WHEREAS, Conifer has requested that the Agency consent to the subleasing of a portion of the Phase I Facility to the Tenant; and

WHEREAS, the Agency hereby waives the requirement for prior written consent and 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 as of September 1, 2017 or such other 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, the Phase I Sublessee and Conifer 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 Phase I 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 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 Facility 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; unless: (i) such occupation of the Facility is reasonably necessary to discourage the Tenant from removing such other plant or facility to a location outside the State, or (ii) such occupation of the Facility is reasonably necessary to preserve the competitive position of the Tenant in its industry; and

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

(e) The Agency waives the requirement for prior written consent and 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 I 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 Phase I Facility 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.

(h) 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, Executive

Director, or any member of the Agency shall constitute conclusive evidence of such approval.

(i) 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. This resolution shall take effect immediately.

ADOPTED: September 20, 2017

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 20th day of September, 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 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 20th day of September, 2017.

By _____
Secretary

Date: September 20, 2017

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held on the 20th day of September, 2017 at 8:00 a.m. local time, at the Town of Brookhaven, 1 Independence Hill, Farmingville, New York 11738, the following members of the Agency were:

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

Recused: Michael Kelly

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 consent to the subleasing of a portion of the Agency’s CV Village at Coram, LLC 2014 Facility to Sammy Scissors, Incorporated.

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

Voting Aye

Voting Nay

Braun
Callahan
Grucci
Middleton
Pollakusky
Scheidt

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY PERTAINING TO THE CONSENT TO THE SUBLEASING OF A PORTION OF THE CV VILLAGE AT CORAM, LLC 2014 FACILITY 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 CV Village at Coram, LLC (the “**Company**”), in the acquisition of title to a parcel of land aggregating approximately 17.60 acres and located at 3700 Route 112, Coram, Town of Brookhaven, New York (the “**Land**”), together with existing structures and improvements located thereon by the Company and the demolition, construction and equipping of a mixed-use industrial development facility which will occur in three phases as follows: (A) Phase I will consist of construction and equipping of six (6) buildings totaling approximately 110,000 square feet and containing an aggregate of approximately 98 residential units and approximately 9,020 square feet of commercial space (the “**Phase I Facility**”), which Phase I Facility will be leased to the Company pursuant to this Phase I Facility Lease Agreement, for further sublease by the Company to, and to be developed and used by Wincoram Commons I, LLC, a New York limited liability company (the “**Phase I Sublessee**”); (B) Phase II will consist of the construction and equipping of five (5) buildings totaling approximately 82,000 square feet and containing an aggregate of approximately 78 additional residential units (the “**Phase II Facility**”), which Phase II Facility will be leased to the Company pursuant to a certain Phase II Facility Lease Agreement, dated as of February 1, 2014 (the “**Phase II Facility Lease Agreement**”), by and between the Agency and the Company, for further sublease by the Company to, and to be developed and used by Wincoram Commons Phase II, LLC, a New York limited liability company (the “**Phase II Sublessee**”); and (C) Phase III will consist of the construction and equipping of an approximately 6,000 square foot building to be used for retail space (the “**Phase III Facility**”; and together with the Phase I Facility and the Phase II Facility, the “**Facility**”), which Phase III Facility will be leased to the Company pursuant to a certain Phase III Facility Lease Agreement, dated as of February 1, 2014 (the “**Phase III Facility Lease Agreement**”), by and between the Agency and the Phase III Company, for further sublease by the Company to, and to be developed and used by Wincoram Commons Commercial, LLC, a New York limited liability company (the “**Phase III Sublessee**”), all to be leased by the Agency to and used by the Company as a mixed-use development; and

WHEREAS, the Company has previously agreed to ground lease a portion of the Land (the “**Phase I Land**”) to the Agency pursuant to the terms of a certain Phase I Facility Company Lease Agreement dated as of February 1, 2014 (the “**Phase I Facility Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency is currently leasing the Phase I Facility to the Company, pursuant to a certain Phase I Facility Lease Agreement, dated as of February 1, 2014 (the “**Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Company is further subleasing the Phase I Facility to the Phase I Sublessee pursuant to a certain Sublease Agreement, dated as of February 1, 2014 (the “**Sublease Agreement**”), by and between the Company and the Sublessee; and

WHEREAS, the Phase I Sublessee is further subleasing the Phase I Facility to Conifer Realty, LLC (“**Conifer**”), pursuant to a certain Master Lease for Commercial Space, dated as of February 1, 2014 (the “**Conifer Sublease Agreement**”), by and between the Phase I Sublessee and Conifer; and

WHEREAS, Conifer previously entered into a certain Lease Agreement, dated March 1, 2016 (the “**Tenant Lease**”), whereby Conifer has agreed to sublease a portion of the Phase I Facility, consisting of 1,381 square feet (the “**Demised Premises**”) to Sammy Scissors, Incorporated (the “**Tenant**”); and

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

WHEREAS, Conifer has requested that the Agency consent to the subleasing of a portion of the Phase I Facility to the Tenant; and

WHEREAS, the Agency hereby waives the requirement for prior written consent and 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 as of September 1, 2017 or such other 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, the Phase I Sublessee and Conifer 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 Phase I 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 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 Facility 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; unless: (i) such occupation of the Facility is reasonably necessary to discourage the Tenant from removing such other plant or facility to a location outside the State, or (ii) such occupation of the Facility is reasonably necessary to preserve the competitive position of the Tenant in its industry; and

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

(e) The Agency waives the requirement for prior written consent and 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 I 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 Phase I Facility 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.

(h) 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, Executive

Director, or any member of the Agency shall constitute conclusive evidence of such approval.

(i) 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. This resolution shall take effect immediately.

ADOPTED: September 20, 2017

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 20th day of September, 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 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 20th day of September, 2017.

By _____
Secretary