

Date: September 17, 2014

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 17th day of September, 2014, the following members of the Agency were:

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

Recused:

Absent: Michael Kelly

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 acquisition of a leasehold interest in and title to a certain industrial development facility more particularly described below (Ronk Hub, LLC 2014 Facility) and the leasing of the facility to Ronk Hub, LLC.

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

Voting Aye

Braun
Callahan
Grucci
Middleton
Scheidt

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY, WHICH WILL OCCUR IN TWO OR MORE PHASES, TO BE LEASED TO RONK HUB, LLC, A NEW YORK LIMITED LIABILITY COMPANY AND APPROVING CERTAIN FINANCIAL BENEFITS IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE FACILITY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as amended from time to time (collectively, the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”) was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

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

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

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

WHEREAS, the Company has requested the Agency’s assistance in financing the costs of a mixed-use industrial development facility which will occur in two or more phases over the next four to six years as follows: (i) Phase I will consist of (a) the acquisition of certain parcels of land aggregating approximately 11.2 acres, located on the south side of Railroad Avenue and the east side of Mill Road in Ronkonkoma, Town of Brookhaven, Suffolk County, New York (further identified as Tax Map Nos. Section 800.00 Block 02.00

Lots 28.3 and 28.4, and Section 800.00 Block 01.00 p/o Lot 38.000)(collectively, the “**Land**”), together with existing structures located thereon, (b) the demolition of existing structures, and (c) the construction and equipping of an approximately 380,000 square foot building or buildings located thereon, including, but not limited to paint, flooring, carpet, furniture, fixtures, equipment, kitchen fixtures, bathroom fixtures, for use as a multifamily residential building, together with surface parking (the “**Phase I Facility**”); and (ii) Subsequent phases will consist of (a) the acquisition of the additional parcels of land comprising the balance of the TOD, and (b) the construction and equipping of additional multi-use facilities which may include, but not be limited to, approximately 1.5 million sq. ft. of multifamily residential buildings (including the Phase I Facility), approximately 360,000 sq. ft. of office and professional space in several buildings, approximately 195,000 sq. ft. of retail space in multiple buildings, including without limitation, a health club, restaurant(s) and other retail stores, approximately 5,000 parking spaces, plaza area for outdoor use and a 60,000 sq. ft. exhibition/hospitality center or hotel for leisure and business travelers visiting the Town (the Phase I Facility and subsequent phases are hereinafter collectively referred to as the “**Facility**”), including the following as they relate to the acquisition, construction and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, the Agency shall acquire title to or leasehold interest in the Facility and will lease the Facility to the Company and the Company shall sublease portions of the Facility to various sublessees yet to be determined (the “**Sublessees**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes in connection with the construction and equipping of the Facility and abatement of real property taxes for a period of up to twenty-five (25) years commencing with the first full tax year following the completion of each phase of the Facility; and

WHEREAS, in connection with the acquisition of the Facility, the Agency contemplates that it shall provide any necessary assistance to the Company, as Master Developer for the Town, in the condemnation and acquisition of parcels of the Land and existing structures on the Land and/or the remaining portions of the TOD, to the extent not purchased or otherwise acquired by the Company (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 Company for the benefit of the Town adjacent to or in the vicinity of the Facility); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of (i) exemptions from sales

and use taxes in an amount not to exceed \$16,042,500.00 in connection with the purchase or lease of equipment, building materials, services or other personal property, and (ii) abatement of real property taxes (as set forth in the PILOT Schedules attached as Exhibit A-1 and Exhibit A-2 hereof, for the Phase I Facility and the entire Facility respectively), consistent with the policies of the Agency; and

WHEREAS, on September 9, 2014 a public hearing (the “**Hearing**”) was held 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 and such notice (together with proof of publication) is substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the report of the Hearing is annexed hereto as Exhibit C; 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 leasing of the Facility by the Agency to the Company;

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

Section 1. The Agency hereby finds and determines:

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

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

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

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

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

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

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

Section 2. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, construction and equipping of the Facility in the form of (i) exemptions from sales and use taxes in an amount not to exceed \$16,042,500.00 in connection with the purchase or lease of equipment, building materials, services or other personal property, and (ii) abatement of real property taxes (as set forth in the PILOT Schedules attached as Exhibit A-1 and Exhibit A-2 hereof, for the Phase I Facility and the entire Facility respectively), consistent with the policies of the Agency.

Section 3. The Agency hereby authorizes and approves figures as set forth in the Cost Benefit Analysis (the "**Cost Benefit Analysis**"), attached as Exhibit D hereof, consistent with the policies of the Agency.

Section 4. Subject to the provisions of this resolution, the Company is herewith and hereby appointed the agent of the Agency to acquire, construct and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to acquire, construct and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company, as agents of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Company of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency. The aforesaid appointment of the Company, as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company has received exemptions from sales and use taxes in an amount not to exceed \$16,042,500.00 in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time. The aforesaid appointment of the Company is subject to the completion of the transaction and the execution of the documents contemplated by this resolution.

Section 5. The Company hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to this Authorizing

Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement.

Section 6. Any expenses incurred by the Agency with respect to 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 Facility.

Section 7. This resolution shall take effect immediately.

ADOPTED: September 17, 2014

ACCEPTED: _____ 2014

RONK HUB, LLC

By: _____

Name:

Title:

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 17th day of September, 2014, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 17th day of September, 2014.

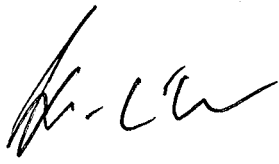
By:  _____
Secretary

EXHIBIT A-1

Proposed PILOT Schedule

Formula for In-Lieu-of-Taxes Payment: Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Sachem School District, Suffolk County and Appropriate Special Districts.

RONK HUB Phase I

<u>YEAR</u>	<u>Maximum PILOT Amount</u>
<u>2017/2018</u>	<u>\$ 100,000.00</u>
<u>2018/2019</u>	<u>\$ 100,000.00</u>
<u>2019/2020</u>	<u>\$ 100,000.00</u>
<u>2020/2021</u>	<u>\$ 100,000.00</u>
<u>2021/2022</u>	<u>\$ 100,000.00</u>
<u>2022/2023</u>	<u>\$ 100,000.00</u>
<u>2023/2024</u>	<u>\$ 100,000.00</u>
<u>2024/2025</u>	<u>\$ 100,000.00</u>
<u>2025/2026</u>	<u>\$ 100,000.00</u>
<u>2026/2027</u>	<u>\$ 100,000.00</u>
<u>2027/2028</u>	<u>\$ 100,000.00</u>
<u>2028/2029</u>	<u>\$ 100,000.00</u>
<u>2029/2030</u>	<u>\$ 100,000.00</u>
<u>2030/2031</u>	<u>\$ 100,000.00</u>
<u>2031/2032</u>	<u>\$ 100,000.00</u>
<u>2032/2033</u>	<u>\$ 285,330.00</u>
<u>2033/2034</u>	<u>\$ 545,740.00</u>
<u>2034/2035</u>	<u>\$ 816,460.00</u>
<u>2035/2036</u>	<u>\$ 1,097,790.00</u>
<u>2036/2037</u>	<u>\$ 1,390,040.00</u>
<u>2037/2038</u>	<u>\$ 1,693,550.00</u>
<u>2038/2039</u>	<u>\$ 2,008,640.00</u>
<u>2039/2040</u>	<u>\$ 2,335,650.00</u>
<u>2040/2041</u>	<u>\$ 2,674,940.00</u>
<u>2041/2042</u>	<u>\$ 3,026,870.00</u>

EXHIBIT A-2

Proposed PILOT Schedule

Formula for In-Lieu-of-Taxes Payment: Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Sachem School District, Suffolk County and Appropriate Special Districts.

RONK HUB Entire Facility

<u>YEAR</u>	<u>Maximum PILOT Amount</u>
1	\$500,000.00
2	\$500,000.00
3	\$500,000.00
4	\$500,000.00
5	\$500,000.00
6	\$500,000.00
7	\$500,000.00
8	\$500,000.00
9	\$500,000.00
10	\$500,000.00
11	\$500,000.00
12	\$500,000.00
13	\$500,000.00
14	\$500,000.00
15	\$500,000.00
16	\$1,842,000.00
17	\$3,090,000.00
18	\$4,387,000.00
19	\$5,734,000.00
20	\$7,134,000.00
21	\$8,588,000.00
22	\$10,096,000.00
23	\$11,662,000.00
24	\$13,286,000.00
25	\$14,970,000.00

EXHIBIT B

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law will be held by the Town of Brookhaven Industrial Development Agency (the “Agency”) on the 10th day of September 2014, at 10:00 a.m. local time, at the Brookhaven Town Hall Auditorium, 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 in connection with the following matters:

The Town of Brookhaven (the “Town”) has implemented a long-term vision and implementation strategy for revitalization of an underutilized blighted multi-block area around the “Ronkonkoma Hub” which surrounds the Ronkonkoma Railroad Station. As such, they have designated an area and zoning district for the proposed Ronkonkoma Hub Transit-Oriented Development (“TOD”) as an Urban Renewal Project, including the following parcels of land: Section 799.00 Block 03.00 Lots 32.0, 33.1, 33.2, 34.0, 35.0, 36.0, 37.0, 38.0, 39.0, 40.1, 40.2, 41.0, 42.0, 43.0, 44.0, 45.1, 49.0, 50.0, Block 04.00 Lots 44.0, 47.1, 48.0, 49.0, 51.1, 52.0, 53.0, 54.0, Section 800.00 Block 01.00 Lots 27.1, 28.0, 31.1, 33.1, 34.0, 35.7, 35.8, 35.9, 36.0, 38.0, Block 02.00 Lots 09.0, 10.0, 11.0, 12.0, 13.0, 14.0, 15.0, 16.0, 17.0, 18.0, 19.0, 20.0, 21.0, 22.0, 23.0, 28.1, 28.3 and 28.4. The TOD will result in the development and revitalization of 54 parcels, aggregating approximately 53.73 acres, of underutilized land and blighted hub area around Ronkonkoma Hub, which will create jobs, enhance the vibrancy of the TOD and provide a mixed-use downtown setting which may include residential, commercial, retail, office, educational, cultural and civic uses, if appropriate.

Ronk Hub, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of Ronk Hub, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Company”), has been selected by the Town to develop the TOD, pursuant to the terms of a Master Development Agreement (the “Master Development Agreement”). The Company has requested the Agency’s assistance in financing the costs of a mixed-use industrial development facility which will occur in two or more phases over the next four to six years as follows:

- (i) Phase I will consist of (a) the acquisition of certain parcels of land aggregating approximately 11.2 acres, located on the south side of Railroad Avenue and the east side of Mill Road in Ronkonkoma, Town of Brookhaven, Suffolk County, New York (further identified as Tax Map Nos. Section 800.00 Block 02.00 Lots 28.3 and 28.4, and Section 800.00 Block 01.00 p/o Lot 38.000)(collectively, the “Land”), together with existing structures located thereon, (b) the demolition of existing structures, and (c) the construction and equipping of an approximately 380,000 square foot building or buildings located thereon, including, but not limited to paint, flooring, carpet, furniture, fixtures, equipment, kitchen fixtures, bathroom fixtures, for use as a multifamily residential building, together with surface parking (the “Phase I Facility”);

- (ii) Subsequent phases will consist of (a) the acquisition of the additional parcels of land comprising the balance of the TOD, and (b) the construction and equipping of additional multi-use facilities which may include, but not be limited to, approximately 1.5 million sq. ft. of multifamily residential buildings (including the Phase I Facility), approximately 360,000 sq. ft. of office and professional space in several buildings, approximately 195,000 sq. ft. of retail space in multiple buildings, including without limitation, a health club, restaurant(s) and other retail stores, approximately 5,000 parking spaces, plaza area for outdoor use and a 60,000 sq. ft. exhibition/hospitality center or hotel for leisure and business travelers visiting the Town (the Phase I Facility and subsequent phases are hereinafter collectively referred to as the “**Facility**”).

The Agency shall acquire title to or leasehold interest in the Facility and will lease the Facility to the Company and the Company shall sublease portions of the Facility to the Sublessees. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes in connection with the construction and equipping of the Facility and abatement of real property taxes for a period of up to twenty-five (25) years commencing with the first full tax year following the completion of each phase of the Facility.

Further, in connection with the acquisition of the Facility, the Agency contemplates that it shall provide any necessary assistance to the Company, as Master Developer for the Town, in the condemnation and acquisition of parcels of the Land and existing structures on the Land and/or the remaining portions of the TOD, to the extent not purchased or otherwise acquired by the Company. 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 Company for the benefit of the Town adjacent to or in the vicinity of the Facility. The Facility will be initially operated and/or managed by the Company for further sublease to various sublessees yet to be determined (the “**Sublessees**”).

A representative of the Agency will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. At the hearing, all persons will have the opportunity to review the application for financial assistance filed by the Company with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: August 28, 2014

**TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY**

By: Lisa MG Mulligan
Title: Chief Executive Office

EXHIBIT C

Report of Public Hearing

EXHIBIT D

Cost Benefit Analysis

Date: October 21, 2015

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held on October 21, 2015 at 8:00 a.m. local time, the Town of Brookhaven Department of Economic Development, 1 Independence Hill, 3rd Floor, Farmingville, New York 11738, the following members of the Agency were:

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

Absent: Scott Middleton

Recused:

Also Present: Lisa M. G. Mulligan, CEO

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

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

<u>Voting Aye</u>	<u>Voting Nay</u>	<u>Recused</u>
Braun		
Callahan		
Grucci		
Kelly		
Scheidt		

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY APPROVING
THE APPOINTMENT OF 1 MILL ROAD APARTMENTS
INVESTORS RHPI, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AS AGENT OF THE AGENCY
FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING
AND EQUIPPING THE FACILITY, APPROVING THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF A
CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR
1 MILL ROAD APARTMENTS INVESTORS RHPI, LLC
AND APPROVING THE FORM, SUBSTANCE AND
EXECUTION OF RELATED DOCUMENTS

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

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

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

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

WHEREAS, the Developer has requested the Agency’s assistance in financing the costs of a mixed-use industrial development facility which will occur in two or more phases over the next four to six years as follows: (i) Phase I will consist of (a) the acquisition of

certain parcels of land aggregating approximately 11.2 acres, located on the south side of Railroad Avenue and the east side of Mill Road in Ronkonkoma, Town of Brookhaven, Suffolk County, New York (further identified as Tax Map Nos. Section 800.00 Block 02.00 Lots 28.3 and 28.4, and Section 800.00 Block 01.00 p/o Lot 38.000)(collectively, the "**Land**"), together with existing structures located thereon, (b) the demolition of existing structures, and (c) the construction and equipping of an approximately 380,000 square foot building or buildings located thereon, including, but not limited to paint, flooring, carpet, furniture, fixtures, equipment, kitchen fixtures, bathroom fixtures, for use as a multifamily residential building, together with surface parking (the "**Phase I Facility**"); and (ii) Subsequent phases will consist of (a) the acquisition of the additional parcels of land comprising the balance of the TOD, and (b) the construction and equipping of additional multi-use facilities which may include, but not be limited to, approximately 1.5 million sq. ft. of multifamily residential buildings (including the Phase I Facility), approximately 360,000 sq. ft. of office and professional space in several buildings, approximately 195,000 sq. ft. of retail space in multiple buildings, including without limitation, a health club, restaurant(s) and other retail stores, approximately 5,000 parking spaces, plaza area for outdoor use and a 60,000 sq. ft. exhibition/hospitality center or hotel for leisure and business travelers visiting the Town (the Phase I Facility and subsequent phases are hereinafter collectively referred to as the "**Facility**"), including the following as they relate to the acquisition, construction and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, 1 Mill Road Apartments Investors RHPI, LLC, a limited liability company, organized and existing under the laws of the State of Delaware (the "**Phase I Company**"), has been formed by the principals of the Developer for the purposes of the acquisition, demolition, construction and equipping of the Phase I Facility; and

WHEREAS, the Agency shall acquire title to or leasehold interest in the Phase I Facility and will lease the Phase I Facility to the Phase I Company and the Phase I Company shall sublease portions of the Phase I Facility to various sublessees yet to be determined (the "**Sublessees**"); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Phase I Company in the form of exemptions from sales and use taxes in connection with the construction and equipping of the Phase I Facility and abatement of real property taxes for a period of up to twenty-five (25) years commencing with the first full tax year following the completion of the Phase I Facility; and

WHEREAS, the Phase I Company has requested the Agency provide for a twenty-five (25) year payment-in-lieu-of-tax agreement on the property taxes due on the Phase I

Facility, consistent with the policies of the Agency pursuant to a Phase I Facility PILOT Agreement (defined below); and

WHEREAS, the requested financial assistance deviates from the Agency's Uniform Tax Exemption Policy (the "**Policy**"), adopted on or around June, 2012, as previously amended, because the proposed term of the Phase I Facility PILOT Agreement will contain provisions for a twenty-five (25) year extension of property tax payments due on the Phase I Facility; and

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

WHEREAS, in connection with the acquisition of the Phase I Facility, the Agency contemplates that it shall provide any necessary assistance to the Phase I Company and the Developer, as Master Developer for the Town, in the condemnation and acquisition of parcels of the Land and existing structures on the Land and/or the remaining portions of the TOD, to the extent not purchased or otherwise acquired by the Phase I Company (in connection with the Phase I 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 Phase I Company for the benefit of the Town adjacent to or in the vicinity of the Phase I Facility); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Phase I Company consistent with the policies of the Agency, in the form of (i) exemptions from sales and use taxes in an amount not to exceed \$3,500,000.00 in connection with the purchase or lease of equipment, building materials, services or other personal property, and (ii) abatement of real property taxes for the Phase I Facility (as set forth in the PILOT Schedule attached as Exhibit A hereof), consistent with the policies of the Agency; and

WHEREAS, the Phase I Company will lease the Phase I Facility to the Agency pursuant to a Phase I Facility Company Lease Agreement, dated as of November 1, 2015, or such other date as the Chairman, Chief Executive Officer and counsel to the Agency shall agree (the "**Phase I Facility Company Lease**"), by and between the Phase I Company and the Agency; and

WHEREAS, the Agency will lease or sublease the Phase I Facility to the Phase I Company pursuant to a certain Phase I Facility Lease Agreement, dated as of November 1, 2015, or such other date as the Chairman, Chief Executive Officer and counsel to the Agency shall agree (the "**Phase I Facility Lease Agreement**"), by and between the Agency and the Phase I Company; and

WHEREAS, in order to define the Phase I Company's obligations regarding payments-in-lieu-of taxes with respect to the Phase I Facility, the Agency and the Phase I Company will enter into a certain Phase I Facility Payment-in-Lieu-of-Tax Agreement, dated

as of November 1, 2015, or such other date as the Chairman, Chief Executive Officer and counsel to the Agency shall agree (the “**Phase I Facility PILOT Agreement**”), pursuant to which the Phase I Company will make payments-in-lieu-of-taxes on the Phase I Facility; and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Agency and the Phase I Company will enter into a certain Recapture Agreement, dated as of November 1, 2015, or such other date as the Chairman, Chief Executive Officer and counsel to the Agency shall agree (the “**Phase I Facility Recapture Agreement**”), between the Agency and the Phase I Company; and

WHEREAS, the Agency and the Phase I Company will enter into a certain Phase I Facility Environmental Compliance and Indemnification Agreement, dated as of November 1, 2015, or such other date as the Chairman, Chief Executive Officer and counsel to the Agency shall agree (the “**Phase I Facility Environmental Compliance and Indemnification Agreement**”), whereby the Phase I Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Phase I Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

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

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

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

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

Section 1. The Agency hereby finds and determines:

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

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

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

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

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

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

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

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

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

(j) The Phase I Facility PILOT Agreement will be an effective instrument whereby the Agency and the Phase I Company set forth the terms and conditions of their Agreement regarding payments in lieu of real property taxes; and

(k) The Phase I Facility Recapture Agreement will be an effective instrument whereby the Agency and the Phase I Company describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Phase I Company; and

(l) The Phase I Facility Environmental Compliance and Indemnification Agreement will be an effective instrument whereby the Phase I Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Phase I Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Phase I Facility from the Phase I Company pursuant to the Phase I Facility Company Lease, (ii) execute, deliver and perform the Phase I Facility Company Lease, (iii) lease the Phase I Facility to the Phase I Company pursuant to the Phase I Facility Lease Agreement, (iv) execute, deliver and perform the Phase I Facility Lease Agreement, (v) execute, deliver and perform the Phase I Facility PILOT Agreement, (vi) execute, deliver and

perform the Phase I Facility Recapture Agreement, (vii) execute and deliver the Phase I Facility Environmental Compliance and Indemnification Agreement, and (viii) execute, deliver and perform such other related documents as may be necessary or appropriate to effect the acquisition, demolition, construction and equipping of the Phase I Facility.

Section 3. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Phase I Facility Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Phase I Facility Company Lease, the Phase I Facility Lease Agreement, the Phase I Facility PILOT Agreement, the Phase I Facility Recapture Agreement, and the Phase I Facility Environmental Compliance and Indemnification Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5. The Agency hereby authorizes and approves the following economic benefits to be granted to the Phase I Company in connection with the acquisition, demolition, construction and equipping of the Phase I Facility in the form of exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials, services or other personal property in an amount not to exceed \$3,500,000.00 and 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. The Phase I Company hereby agrees to comply with Section 875 of the Act. The Phase I Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Phase I Company as agent of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement.

Section 7. Subject to the provisions of this resolution, the Phase I Company is herewith and hereby appointed the agent of the Agency to acquire, demolish, construct and equip the Phase I Facility. The Phase I Company is hereby empowered to delegate its status as agent(s) of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Phase I Company may choose in order to acquire, demolish, construct and equip the Phase I Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Phase I Company as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Phase I Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Phase I Company, as agent of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Phase I Facility. This agency appointment expressly excludes the purchase by the Phase I Company of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The Phase I Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors

and/or suppliers and the Phase I Company, as agent of the Agency. The aforesaid appointment of the Phase I Company as agent of the Agency to acquire, demolish, construct and equip the Phase I Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Phase I Company purchases or leases \$3,500,000.00 of equipment, building materials, services or other personal property in connection with the Phase I Facility; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Phase I Company if such activities and improvements are not completed by such time. The aforesaid appointment of the Phase I Company is subject to the completion of the transaction and the execution of the documents contemplated by this resolution.

Section 8. The Agency hereby finds and determines:

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

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

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

Section 10. This resolution shall take effect immediately.

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 October 21, 2015, 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 October, 2015.

By: 
Secretary

EXHIBIT A

Proposed PILOT Schedule

Formula for In-Lieu-of-Taxes Payment: Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Sachem School District, Suffolk County and Appropriate Special Districts.

RONK HUB Phase I

<u>YEAR</u>	<u>Maximum PILOT Amount</u>
<u>2017/2018</u>	<u>\$ 100,000.00</u>
<u>2018/2019</u>	<u>\$ 100,000.00</u>
<u>2019/2020</u>	<u>\$ 100,000.00</u>
<u>2020/2021</u>	<u>\$ 100,000.00</u>
<u>2021/2022</u>	<u>\$ 100,000.00</u>
<u>2022/2023</u>	<u>\$ 100,000.00</u>
<u>2023/2024</u>	<u>\$ 100,000.00</u>
<u>2024/2025</u>	<u>\$ 100,000.00</u>
<u>2025/2026</u>	<u>\$ 100,000.00</u>
<u>2026/2027</u>	<u>\$ 100,000.00</u>
<u>2027/2028</u>	<u>\$ 100,000.00</u>
<u>2028/2029</u>	<u>\$ 100,000.00</u>
<u>2029/2030</u>	<u>\$ 100,000.00</u>
<u>2030/2031</u>	<u>\$ 100,000.00</u>
<u>2031/2032</u>	<u>\$ 100,000.00</u>
<u>2032/2033</u>	<u>\$ 285,330.00</u>
<u>2033/2034</u>	<u>\$ 545,740.00</u>
<u>2034/2035</u>	<u>\$ 816,460.00</u>
<u>2035/2036</u>	<u>\$ 1,097,790.00</u>
<u>2036/2037</u>	<u>\$ 1,390,040.00</u>
<u>2037/2038</u>	<u>\$ 1,693,550.00</u>
<u>2038/2039</u>	<u>\$ 2,008,640.00</u>
<u>2039/2040</u>	<u>\$ 2,335,650.00</u>
<u>2040/2041</u>	<u>\$ 2,674,940.00</u>
<u>2041/2042</u>	<u>\$ 3,026,870.00</u>

Date: November 18, 2015

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 18th day of November, 2015, the following members of the Agency were:

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

Recused:

Absent:

Also Present: Lisa MG 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 a certain industrial development facility more particularly described below (Ronk Hub Phase I Facility) and the leasing of the facility to 1 Mill Road Apartments Investors RHPI, LLC.

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

Voting Aye

F. Braun
M. Callahan
A. Scheidt
M. Kelly
S. Middleton
F. Grucci, Jr.

Voting Nay

AMENDED RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR 1 MILL ROAD APARTMENTS INVESTORS RHPI, LLC, A LIMITED LIABILITY COMPANY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as amended from time to time (collectively, the "Act"), the Town of Brookhaven Industrial Development Agency (the "Agency") was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

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

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

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

WHEREAS, the Developer has requested the Agency's assistance in financing the costs of a mixed-use industrial development facility which will occur in two or more phases over the next four to six years as follows: (i) Phase I will consist of (a) the acquisition of certain parcels of land aggregating approximately 11.2 acres, located on the south side of Railroad Avenue and the east side of Mill Road in Ronkonkoma, Town of Brookhaven, Suffolk County, New York (further identified as Tax Map Nos. Section 800.00 Block 02.00 Lots 28.3 and 28.4, and Section 800.00 Block 01.00 p/o Lot 38.000)(collectively, the

“Land”), together with existing structures located thereon, (b) the demolition of existing structures, and (c) the construction and equipping of an approximately 380,000 square foot building or buildings located thereon, including, but not limited to paint, flooring, carpet, furniture, fixtures, equipment, kitchen fixtures, bathroom fixtures, for use as a multifamily residential building, together with surface parking (the “**Phase I Facility**”); and (ii) Subsequent phases will consist of (a) the acquisition of the additional parcels of land comprising the balance of the TOD, and (b) the construction and equipping of additional multi-use facilities which may include, but not be limited to, approximately 1.5 million sq. ft. of multifamily residential buildings (including the Phase I Facility), approximately 360,000 sq. ft. of office and professional space in several buildings, approximately 195,000 sq. ft. of retail space in multiple buildings, including without limitation, a health club, restaurant(s) and other retail stores, approximately 5,000 parking spaces, plaza area for outdoor use and a 60,000 sq. ft. exhibition/hospitality center or hotel for leisure and business travelers visiting the Town (the Phase I Facility and subsequent phases are hereinafter collectively referred to as the “**Facility**”), including the following as they relate to the acquisition, construction and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, 1 Mill Road Apartments Investors RHPI, LLC, a limited liability company, organized and existing under the laws of the State of Delaware (the “**Phase I Company**”), has been formed by the principals of the Developer for the purposes of the acquisition, demolition, construction and equipping of the Phase I Facility; and

WHEREAS, the Agency by resolution duly adopted on October 21, 2015 (the “**Authorizing Resolution**”), authorized the acquisition, construction and equipping of the Phase I Facility and the execution and delivery of the Agency Documents (as defined therein); and

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

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

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

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

I, the undersigned Chairman 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 18th day of November, 2015, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 18th day of November, 2015.

By:  _____
Chairman

TAB 7

Date: November 18, 2015

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 18th day of November, 2015, the following members of the Agency were:

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

Recused:

Absent:

Also Present: Lisa MG 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 a certain industrial development facility more particularly described below (Ronk Hub Phase I Facility) and the leasing of the facility to 1 Mill Road Apartments Investors RHPI, LLC.

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

Voting Aye

F. Braun
M. Callahan
A. Scheidt
M. Kelly
S. Middleton
F. Grucci, Jr.

Voting Nay

AMENDED RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR 1 MILL ROAD APARTMENTS INVESTORS RHPI, LLC, A LIMITED LIABILITY COMPANY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as amended from time to time (collectively, the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”) was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

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

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

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

WHEREAS, the Developer has requested the Agency’s assistance in financing the costs of a mixed-use industrial development facility which will occur in two or more phases over the next four to six years as follows: (i) Phase I will consist of (a) the acquisition of certain parcels of land aggregating approximately 11.2 acres, located on the south side of Railroad Avenue and the east side of Mill Road in Ronkonkoma, Town of Brookhaven, Suffolk County, New York (further identified as Tax Map Nos. Section 800.00 Block 02.00 Lots 28.3 and 28.4, and Section 800.00 Block 01.00 p/o Lot 38.000)(collectively, the

“Land”), together with existing structures located thereon, (b) the demolition of existing structures, and (c) the construction and equipping of an approximately 380,000 square foot building or buildings located thereon, including, but not limited to paint, flooring, carpet, furniture, fixtures, equipment, kitchen fixtures, bathroom fixtures, for use as a multifamily residential building, together with surface parking (the **“Phase I Facility”**); and (ii) Subsequent phases will consist of (a) the acquisition of the additional parcels of land comprising the balance of the TOD, and (b) the construction and equipping of additional multi-use facilities which may include, but not be limited to, approximately 1.5 million sq. ft. of multifamily residential buildings (including the Phase I Facility), approximately 360,000 sq. ft. of office and professional space in several buildings, approximately 195,000 sq. ft. of retail space in multiple buildings, including without limitation, a health club, restaurant(s) and other retail stores, approximately 5,000 parking spaces, plaza area for outdoor use and a 60,000 sq. ft. exhibition/hospitality center or hotel for leisure and business travelers visiting the Town (the Phase I Facility and subsequent phases are hereinafter collectively referred to as the **“Facility”**), including the following as they relate to the acquisition, construction and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, 1 Mill Road Apartments Investors RHPI, LLC, a limited liability company, organized and existing under the laws of the State of Delaware (the **“Phase I Company”**), has been formed by the principals of the Developer for the purposes of the acquisition, demolition, construction and equipping of the Phase I Facility; and

WHEREAS, the Agency by resolution duly adopted on October 21, 2015 (the **“Authorizing Resolution”**), authorized the acquisition, construction and equipping of the Phase I Facility and the execution and delivery of the Agency Documents (as defined therein); and

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

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

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

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

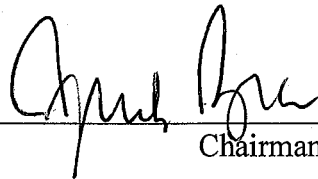
I, the undersigned Chairman of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

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 18th day of November, 2015, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 18th day of November, 2015.

By:  _____
Chairman