

Date: September 21, 2016

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held on the 21st day of September, 2016 at 8:00 a.m. local time, at the Town of Brookhaven, 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
Scott Middleton
Gary Pollakusky
Ann-Marie Scheidt

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 transfer of the ownership of the Company in connection with a certain industrial development facility more particularly described below (American Capital Energy-Holtsville, LLC 2016 Facility).

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

Voting Aye

Braun
Callahan
Grucci
Kelly
Middleton
Pollakusky
Scheidt

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY CONSENTING TO THE TRANSFER OF OWNERSHIP OF AMERICAN CAPITAL ENERGY-HOLTSVILLE, LLC TO GREENWOOD ENERGY HOLDINGS, LLC AND/OR GREENWOOD ENERGY SOLAR HOLDINGS 4, LLC AND TO THE CONTINUED LEASING OF THE FACILITY TO AMERICAN CAPITAL ENERGY-HOLTSVILLE, LLC.

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

WHEREAS, the Agency previously provided assistance to American Capital Energy-Holtsville, LLC, a Delaware business corporation authorized to transact business in the State of New York (the “**Company**”), in the acquisition of a long term leasehold interest in an approximately 5.7 acre parcel of land located at 249 Buckley Road, Holtsville, New York 11742 (the “**Land**”) and all buildings and other structure located thereon (the “**Improvements**”) owned by the Town of Brookhaven (the “**Town**”), and the construction of an approximately 4.5 acre solar array thereon and equipping thereof, including, but not limited to, approximately 5,080 ground-mounted 345-watt solar modules, racking systems supported by ballasted foundations, and thirty-two (32) 36 kilowatt inverters and two (2) 28 kilowatt inverter (the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility is to be leased by the Agency to the Company and used by the Company as a solar electric generating facility (the “**Project**”); and

WHEREAS, the Agency previously acquired subleasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of August 1, 2016 (the “**Company Lease**”), by and between the Company and the Agency, a memorandum of which Company Lease was to be recorded in the office of the Suffolk County Clerk;

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Bill of Sale, dated August 30, 2016 (the “**Bill of Sale**”), from the Company to the Agency; and

WHEREAS, the Agency is currently sub-subleasing and leasing the Facility to the Company, pursuant to a certain Lease and Project Agreement, dated as of August 1, 2016 (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, pursuant to Section 8.3 of the Lease Agreement, the Company may not transfer ownership of the Company without the prior written consent of the Agency; and

WHEREAS, Greenwood Energy Holdings, LLC, a Delaware limited liability company, on behalf of itself and/or the principals of Greenwood Energy Holdings, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "**Greenwood Energy**"), and Greenwood Energy Solar Holdings 4, LLC, a Delaware limited liability company, on behalf of itself and/or the principals of Greenwood Energy Solar Holdings 4, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "**Greenwood 4**"; and together with Greenwood Energy, "**Greenwood**") have now applied to the Agency for the Agency's consent to the acquisition by Greenwood of up to one hundred percent (100%) interest in the Company; and

WHEREAS, the Company has requested the Agency's consent to transfer up to one hundred percent (100%) of the interest in the Company to Greenwood, pursuant to Section 8.3 the Lease Agreement; and

WHEREAS, the Agency will consent to the transfer of ownership of the Company pursuant to this resolution and a certain Consent of Agency to Change in Ownership of Company, dated as of September 1, 2016 or such other date as may be determined by the Chairman, CEO and counsel to the Agency (the "**Consent**"); and

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

WHEREAS, the Company and Greenwood have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the transfer of ownership of the Company and the continued leasing and sub-subleasing of the Facility.

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

Section 1. The Agency hereby finds and determines:

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

(b) The Facility continues to constitute a "project", as such term is defined in the Act; and

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

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

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

(f) It is desirable and in the public interest for the Agency to consent to the transfer of ownership of the Company and of its subleasehold and leasehold interest in the Facility to Greenwood; and

(g) The Consent will be an effective instrument whereby the Agency will provide its consent to the transfer of ownership of the Company, including its interests in the Facility, to Greenwood.

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

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

Section 4.

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

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

Section 5. Subject to the provisions of this resolution and the Lease Agreement, the officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional

certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 6. Any expenses incurred by the Agency with respect to the transactions contemplated herein shall be paid by the Company and Greenwood. By acceptance hereof, the Company and Greenwood agree to pay such expenses and further agree to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 7. This resolution shall take effect immediately.

ADOPTED: September 21, 2016

ACCEPTED: _____, 2016

AMERICAN CAPITAL ENERGY-HOLTSVILLE, LLC

By: _____
Name:
Title:

GREENWOOD ENERGY HOLDINGS, LLC

By: _____
Name:
Title:

GREENWOOD ENERGY SOLAR HOLDINGS 4, LLC

By: _____
Name:
Title:

Date: September 21, 2016

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held on the 21st day of September, 2016 at 8:00 a.m. local time, at the Town of Brookhaven, 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
Scott Middleton
Gary Pollakusky
Ann-Marie Scheidt

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 transfer of the ownership of the Company in connection with a certain industrial development facility more particularly described below (American Capital Energy-Manorville, LLC 2016 Facility).

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

Voting Aye

Braun
Callahan
Grucci
Kelly
Middleton
Pollakusky
Scheidt

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY CONSENTING TO THE TRANSFER OF OWNERSHIP OF AMERICAN CAPITAL ENERGY-MANORVILLE, LLC TO GREENWOOD ENERGY HOLDINGS, LLC AND/OR GREENWOOD ENERGY SOLAR HOLDINGS 4, LLC AND TO THE CONTINUED LEASING OF THE FACILITY TO AMERICAN CAPITAL ENERGY-MANORVILLE, LLC.

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

WHEREAS, the Agency previously provided assistance to American Capital Energy-Manorville, LLC, a Delaware business corporation authorized to transact business in the State of New York (the “**Company**”), in the acquisition of a long term leasehold interest in an approximately 4.8 acre parcel of land located at 2 Paper Mill Road, Manorville, New York 11950 (the “**Land**”) and all buildings and other structures located thereon (the “**Improvements**”) owned by the Town of Brookhaven (the “**Town**”) and the construction of an approximately 3.5 acre solar array thereon and the equipping thereof, including, but not limited to, approximately 3,908 ground-mounted 345-watt solar modules, racking systems supported by ballasted foundations, and twenty-five (25) 36 kilowatt inverters and one (1) 28 kilowatt inverter (collectively, the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility is currently leased by the Agency to the Company and used by the Company as a solar electric generating facility (the “**Project**”); and

WHEREAS, the Agency previously acquired subleasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of August 1, 2016 (the “**Company Lease**”), by and between the Company and the Agency, a memorandum of which Company Lease was to be recorded in the office of the Suffolk County Clerk;

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Bill of Sale, dated August 30, 2016 (the “**Bill of Sale**”), from the Company to the Agency; and

WHEREAS, the Agency is currently sub-subleasing and leasing the Facility to the Company, pursuant to a certain Lease and Project Agreement, dated as of August 1, 2016 (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, pursuant to Section 8.3 of the Lease Agreement, the Company may not transfer ownership of the Company without the prior written consent of the Agency; and

WHEREAS, Greenwood Energy Holdings, LLC, a Delaware limited liability company, on behalf of itself and/or the principals of Greenwood Energy Holdings, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "**Greenwood Energy**"), and Greenwood Energy Solar Holdings 4, LLC, a Delaware limited liability company, on behalf of itself and/or the principals of Greenwood Energy Solar Holdings 4, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "**Greenwood 4**"; and together with Greenwood Energy, "**Greenwood**") have now applied to the Agency for the Agency's consent to the acquisition by Greenwood of up to one hundred percent (100%) interest in the Company; and

WHEREAS, the Company has requested the Agency's consent to transfer up to one hundred percent (100%) of the interest in the Company to Greenwood, pursuant to Section 8.3 the Lease Agreement; and

WHEREAS, the Agency will consent to the transfer of ownership of the Company pursuant to this resolution and a certain Consent of Agency to Change in Ownership of Company, dated as of September 1, 2016 or such other date as may be determined by the Chairman, CEO and counsel to the Agency (the "**Consent**"); and

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

WHEREAS, the Company and Greenwood have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the transfer of ownership of the Company and the continued leasing and sub-subleasing of the Facility.

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

Section 1. The Agency hereby finds and determines:

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

(b) The Facility continues to constitute a "project", as such term is defined in the Act; and

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

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

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

(f) It is desirable and in the public interest for the Agency to consent to the transfer of ownership of the Company and of its subleasehold and leasehold interest in the Facility to Greenwood; and

(g) The Consent will be an effective instrument whereby the Agency will provide its consent to the transfer of ownership of the Company, including its interests in the Facility, to Greenwood.

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

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

Section 4.

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

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

Section 5. Subject to the provisions of this resolution and the Lease Agreement, the officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional

certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 6. Any expenses incurred by the Agency with respect to the transactions contemplated herein shall be paid by the Company and Greenwood. By acceptance hereof, the Company and Greenwood agree to pay such expenses and further agree to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 7. This resolution shall take effect immediately.

ADOPTED: September 21, 2016

ACCEPTED: _____, 2016

AMERICAN CAPITAL ENERGY-MANORVILLE, LLC

By: _____
Name:
Title:

GREENWOOD ENERGY HOLDINGS, LLC

By: _____
Name:
Title:

GREENWOOD ENERGY SOLAR HOLDINGS 4, LLC

By: _____
Name:
Title:

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

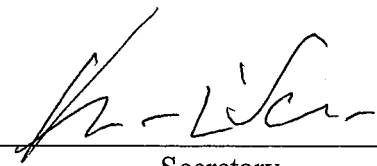
I, the undersigned Secretary of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

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 21st day of September, 2016, 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 September, 2016.

By  _____
Secretary

Date: September 21, 2016

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held on the 21st day of September, 2016 at 8:00 a.m. local time, at Town of Brookhaven, 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, Scott Middleton, Gary Pollakusky & Ann-Marie
Scheidt

Recused:

Absent:

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

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the assignment and assumption of a subleasehold interest in a certain industrial development facility more particularly described below (CMD Realty Associates, LLC/C.M.D. Woodworking Corp. 2011 Facility) and the continued leasing of the facility to CMD Realty Associates, LLC.

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

Voting Aye

Braun
Callahan
Grucci
Kelly
Middleton
Pollakusky
Scheidt

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE
ASSIGNMENT AND ASSUMPTION OF A SUB-LEASEHOLD
INTEREST OF A CERTAIN INDUSTRIAL DEVELOPMENT
FACILITY KNOWN AS THE AGENCY'S CMD REALTY
ASSOCIATES, LLC/C.M.D. WOODWORKING CORP.
FACILITY BY ISLAND TRIMMERS CORP. TOGETHER
WITH THE EXECUTION AND DELIVERY OF DOCUMENTS
IN CONNECTION THEREWITH 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, there was previously submitted to the Agency a proposal to undertake the providing and leasing of an industrial development facility to CMD Realty Associates, LLC, a New York limited liability company, on behalf of itself and/or the principals of CMD Realty Associates, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing, having an office at 78 Horseblock Road, Unit 12, Yaphank, New York 11980 (collectively, the "**Company**") for further subleasing by the Company to C.M.D. Woodworking Corp., a New York business corporation, on behalf of itself and/or the principals of C.M.D. Woodworking Corp., and/or an entity formed or to be formed on behalf of any of the foregoing, having an office at 78 Horseblock Road, Unit 12, Yaphank, New York 11980 (collectively, the "**Sublessee**" and "**Assignor**"), consisting of the Agency's assistance in the acquisition of a property located at 78 Horseblock Road, Unit 12, Yaphank, Town of Brookhaven, Suffolk County, New York 11980, and an existing approximately 5,750 square foot industrial condominium located thereon, within the Sills Industrial Condominium, including, without limitation, the construction of the interior build-out of the existing industrial condominium and the equipping thereof, the furnishing and equipping of office and warehouse space for the manufacturing, storage and distribution of materials related to the installation of custom woodworking products including, but not limited to, cabinetry, mouldings, doors and related fixtures, all to be leased by the Agency to the Company and subleased by the Company to, and used by the Sublessee in the manufacture and distribution of its custom woodworking products primarily for residential homes to be incorporated into new construction developments (the "**Facility**"); and

WHEREAS, the Agency is leasing the Facility to the Company pursuant to a Lease Agreement, dated as of August 1, 2011 (the "**Lease Agreement**"), by and between the Agency, as lessor, and the Company, as lessee, and a Memorandum of Lease was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, the Company subleased the Facility to the Sublessee pursuant to a certain Sublease Agreement, dated as of August 1, 2011 (the "**Sublease Agreement**"), by and between the Company, as sublessor and the Sublessee, as Sublessee, and a Memorandum of Sublease was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, in order to define the Company's and the Sublessee's obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency, the Company and the Sublessee entered into a Payment-in-Lieu-of-Tax Agreement, dated as of August 1, 2011 (the "**PILOT Agreement**"), by and among the Agency, the Company and the Sublessee; and

WHEREAS, the Agency required, as a condition and as an inducement for it to enter into the transactions contemplated by the PILOT Agreement and the Lease Agreement, that the Company and the Sublessee provide assurances with respect to the recapture of benefits granted under the PILOT Agreement, the Lease Agreement and other Agency agreements pursuant to the Recapture Agreement, dated as of August 1, 2011 (the "**Recapture Agreement**"), by and among the Agency, the Company and the Sublessee; and

WHEREAS, the Agency required, as a condition and as an inducement for it to enter into and perform the transactions contemplated by the Lease Agreement and the PILOT Agreement that the Company and the Sublessee enter into, execute, deliver and perform the Environmental Compliance and Indemnification Agreement, dated as of August 1, 2011 (the "**Environmental Compliance and Indemnification Agreement**"), from the Company and the Sublessee to the Agency; and

WHEREAS, there has been submitted to the Agency a request to consent to the assignment and assumption of the subleasehold interest in the Facility by the Assignor to Island Trimmers Corp., a New York business corporation (the "**Assignee**"); and

WHEREAS, the Assignor's subleasehold interest in the Facility will be assigned by the Assignor to the Assignee pursuant to and in accordance with an Assignment, Assumption and Amendment Agreement, dated as of September 1, 2016 or such other date as may be determined by the Chairman, Chief Executive Office and counsel to the Agency (the "**Assignment Agreement**"), by and among the Company, the Assignor, the Assignee and the Agency, and the Assignee will assume all of Assignor's right, title, interest, liability, duties and obligations with respect to the Facility, including but not limited to, all of the right, title, interest, liability, duties and obligations of the Assignor under the Sublessee Documents (as defined in the Lease Agreement), including, without limitation, the Sublease Agreement, the PILOT Agreement and the Environmental Compliance and Indemnification Agreement; and

WHEREAS, the Agency and the Assignee will enter into an Agency Compliance Agreement, dated as of September 1, 2016 or such other date as may be determined by the Chairman, Chief Executive Office and counsel to the Agency (the "**Agency Compliance Agreement**"), by and between the Agency and the Assignee; and

WHEREAS, the Agency has given due consideration to the representations of the Company that the transactions referred to herein are either an inducement to the Assignee to

maintain and expand the Facility in the Town of Brookhaven or are necessary to maintain the competitive position of the Assignee in its industries; and

WHEREAS, the Company and the Assignee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the assignment and assumption by the Assignee of the Assignor's sub-leasehold, interest in the Facility;

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

The Agency hereby finds and determines:

Section 1. By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act.

Section 2. The Facility constitutes a "project", as such term is defined in the Act.

Section 3. The subleasing of the Facility to the Assignee will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act.

Section 4. The assignment and assumption of the Sublease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement pursuant to the Assignment Agreement is reasonably necessary to induce the Assignee to maintain and expand its business operations in the State of New York.

Section 5. The Agency Compliance Agreement will be an effective instrument whereby the Assignee agrees to certain requirements of the Agency regarding the Facility.

Section 6. Based upon representations of the Company, the Assignee and their counsel, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local land use plans for the area in which the Facility is located.

Section 7. It is desirable and in the public interest for the Agency to consent to the assignment of the Sublease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement and the other transactions contemplated by the Assignment Agreement and to enter into the Agency Compliance Agreement.

Section 8. The Assignment Agreement, in form satisfactory to the Chairman and Chief Executive Officer of the Agency, Agency Counsel and Transaction Counsel (Nixon Peabody LLP), will be an effective instrument whereby the Agency consents to (i) the assignment by the Assignor of all its rights, title, interests, duties, liabilities and obligations

in, to and under the Sublease Agreement, the PILOT Agreement, the Recapture Agreement and the Environmental Compliance and Indemnification Agreement, (ii) the assumption by the Assignee of all of the Assignor's rights, title, interests, duties, liabilities and obligations in, to and under the Sublease Agreement, the PILOT Agreement, the Recapture Agreement and the Environmental Compliance and Indemnification Agreement.

Section 9. In consequence of the foregoing, the Agency hereby determines to: consent to (i) the assignment of the Sublease Agreement, the PILOT Agreement, the Recapture Agreement and the Environmental Compliance and Indemnification Agreement and to enter into the Agency Compliance Agreement, and (ii) execute, deliver and perform the Assignment Agreement, (iii) execute and deliver the Agency Compliance Agreement, and (iv) execute, deliver and perform such other related documents as may be necessary or appropriate to effect the Assignment of the sub-leasehold interest in the Facility from the Assignor to the Assignee.

Section 10. The Agency is hereby authorized to provide the consents contemplated by this resolution and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such consents are hereby approved, ratified and confirmed.

Section 11. The form and substance of the Assignment Agreement and the Agency Compliance Agreement (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 12. The Chairman, the Chief Executive Officer or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment Agreement, the Equipment Lease Agreement and the Loan Documents, each in substantially the forms the Chairman, the 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, the Chief Executive Officer 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, the Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

Section 13. The Chairman, the 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 14. Subject to the provisions of this resolution, 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

