

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION PERTAINING TO THE CONSENT TO THE SUBLEASE OF A PORTION OF THE **WILLIAMS REALTY HOLDINGS GROUP LLC 2020 FACILITY**, AND APPROVING THE FORM, SUBSTANCE, EXECUTION AND DELIVERY OF RELATED DOCUMENTS.

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

WHEREAS, the Agency previously provided its assistance: (a) to **WILLIAMS REALTY HOLDINGS GROUP LLC**, a New York limited liability company (the “**Company**”) in the acquisition of an approximately 5.85 acre parcel of land located at 355 Sills Road, Yaphank, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-739.00-02.00-002.004 and 003.000) (the “**Land**”) and the approximately 58,710 square foot building and other improvements thereon (the “**Improvements**”), the renovation of the Improvements, and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the “**Facility Equipment**”; together with the Land and Improvements, the “**Company Facility**”), to be initially leased by the Agency to the Company and further subleased by the Company to **INTERSTATE MECHANICAL SERVICES INC.**, a New York corporation (the “**Sublessee**”), and the further sub-sublease by the Sublessee of not more than 49% of the Company Facility to (i) **Fabrication Depot LLC** and **Interstate Storage Services LLC** (each of Fabrication Depot LLC and Interstate Storage Services LLC, a “**Sub-Sublessee**,” and, collectively, the “**Sub-Sublessees**”), and (ii) with respect to approximately 6,000 square feet of office space, a future tenant or tenants yet to be determined (“**Future Tenants**”), and (b) to the Sublessee in the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”), which Equipment is to be leased by the Agency to the Sublessee (the Company Facility and the Equipment are collectively referred to herein as the “**Facility**”), which Facility is to be used by the Sublessee and Sub-Sublessees for the manufacture and fabrication of mechanical systems and mechanical skids and storage of industrial equipment and by the Future Tenants for office space (the “**Project**”); and

WHEREAS, the Company is currently leasing the Land and the Improvements to the Agency, pursuant to the terms of a certain Company Lease Agreement, dated as of November 1, 2020, as amended (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency is currently leasing the Company Facility to the Company, pursuant to a certain Lease and Project Agreement, dated as of November 1, 2020, as amended (the “**Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Company is currently subleasing the Company Facility to the Sublessee, pursuant to a certain Sub-Sublease Agreement, dated November 4, 2020, as amended

(the “**Sublease**”), between the Company and the Sublessee; and

WHEREAS, the Sublessee previously requested the Agency’s consent to the sublease by the Sublessee to Cadcam Lab LLC, a New York limited liability company (the “**Tenant**”), of approximately 1032 square feet (the “**Original Demised Premises**”) of the Company Facility for a term of one year, pursuant to a certain Sub-Sub-Sublease Agreement, dated July 19, 2021 (the “**Original Tenant Lease**”); and

WHEREAS, the Agency consented to the Original Tenant Lease, and, in connection therewith, the Agency and, in connection therewith, the Tenant entered into a certain Tenant Agency Compliance Agreement, dated July 19, 2021 (the “**Original TACA**”): and

WHEREAS, the Sublessee previously requested the Agency’s consent to the two (2) year extension of the term of the Original Tenant Lease pursuant to a certain First Amendment To Commercial Sub-Sub-Sublease Agreement, dated June 13, 2022 (the “**First Amendment to Tenant Lease**”), by and between the Sublessee and the Tenant; and

WHEREAS, the Agency consented to the two (2) year extension of the term of the Original Tenant Lease pursuant to the First Amendment to Tenant Lease, and, in connection in therewith the Agency entered into a certain Amendment to the Original TACA, dated June 9, 2022 (the “**First TACA Amendment**”), by and between the Agency and the Tenant; and

WHEREAS, the Sublessee has now requested the Agency’s consent to a further extension of the term of Original Tenant Lease, as amended, for five (5) years, ending on June 30, 2029, and to lease an additional approximately 838 square feet of the Company Facility (the “**Additional Space**”), pursuant to the Original Tenant Lease, as amended by the First Amendment To Tenant Lease and that certain Second Amendment To Commercial Sub-Sub-Sublease Agreement, dated March 14, 2024 (the “**Second Amendment to Tenant Lease**”, together with the Original Tenant Lease and the First Amendment to Tenant Lease, the “**Tenant Lease**”); and

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

WHEREAS, the Company and the Sublessee have requested that the Agency consent to the continued subleasing by the Sublessee of the Original Demised Premises and the subleasing by the Sublessee of the Additional Space (together with the Original Demised Premises, the “**Demised Premises**”) to the Tenant for a further term of five (5) years pursuant to the Tenant Lease; and

WHEREAS, the Agency hereby consents to the continued subleasing of the Original Demised Premises and the subleasing of the Additional Space to the Tenant for a term of five (5) years pursuant to the Tenant Lease, subject to the provisions of this resolution; and

WHEREAS, such consent may be manifested by the execution of this resolution and an amendment to the Original TACA, as amended by the First TACA Amendment, dated as of April 1, 2024, or such other date as may be determined by the Chairman, Chief Executive

Officer or counsel to the Agency (the “**Second TACA Amendment**”, together with the Original TACA and First TACA Amendment, the “**TACA**”); and

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

WHEREAS, the Agency has given due consideration to the requests of the Company and the Sublessee; and

WHEREAS, the Company and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the Tenant Lease and the TACA and the continued and additional subleasing of the Demised Premises to the Tenant.

NOW, THEREFORE, BE IT RESOLVED by the Town of Brookhaven Industrial Development 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 continued subleasing and subleasing of the Demised Premises to the Tenant will promote and maintain The job opportunities, health, general prosperity comic 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;

(d) Based on the certification of the Tenant in the TACA, as amended, the occupancy of the Company Facility by the Tenant shall not result in the removal of a facility or plant of the Tenant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Tenant located within the State; and

(e) It is desirable and in the public interest of the Agency to consent to the continued subleasing and additional subleasing of a portion of the Company Facility to the Tenant and to enter into the Second TACA Amendment;

(f) The Agency consents to the subleasing of the Demised Premises to the Tenant, subject to the provisions of this resolution; and

(g) The execution of the Second TACA Amendment will satisfy the requirement of Section 9.3 of the Lease Agreement that any sublease of the Facility be consented to in writing by the Agency.

Section 2. In consequence of the foregoing, the Agency hereby authorizes the execution and delivery of the Second TACA Amendment and such other related documents as may be necessary or appropriate.

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

Section 4. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed to, on behalf of and in the name of the Agency, execute, deliver and perform the Second TACA Amendment, and other certificates, agreements, instruments and documents, as above contemplated and in such form and containing such terms, conditions and provisions as the person executing same on behalf of the Agency shall deem necessary or desirable, and shall approve, such necessity, desirability, and approval, to be conclusively evidenced by his or her execution and delivery thereof.

Section 5. Counsel to the Agency and Weinberg Gross & Pergament LLP, Transaction Counsel to the Agency, are hereby authorized and directed to prepare, for submission to the Agency, the Second TACA Amendment, and all documents necessary to effect the foregoing resolution.

Section 6. Any and all acts, instruments, and other writings heretofore or hereafter performed and/or executed and delivered by any one or more of the Chairman, Chief Executive Officer or any member of the Agency, pursuant to the several foregoing provisions of this resolution, for and on behalf of and in the name of the Agency, in connection with the transactions contemplated thereby, be and the same hereby are, in all respects ratified, confirmed and approved.

Section 7. The documents, including the proposed the Second TACA Amendment, promptly following the execution and delivery thereof, be identified by any of the Chairman, Chief Executive Officer or any member of the Agency by his or her endorsement thereon and when so identified be filed with the official records of the Agency.

Section 8. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such expenses and further agree to, jointly and severally, indemnify and hold harmless the Agency, its members, directors, employees and agents from and against all claims, suits, actions, proceedings, obligations, damages, liabilities, judgments, costs and expenses, including legal fees and expenses, incurred as a result of action or inaction taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 9. The Chairman, Chief Executive Officer, Counsel to the Agency or any member of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Company and the Sublessee, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 10. This resolution shall take effect immediately.

Adopted: April 17, 2024  
Accepted: \_\_\_\_\_, 2024

**WILLIAMS REALTY HOLDINGS  
GROUP LLC**

By: \_\_\_\_\_  
Name: Richard William Tully, Jr.  
Title: Managing Member

**INTERSTATE MECHANICAL  
SERVICES INC.**

By: \_\_\_\_\_  
Name: Richard William Tully, Jr.  
Title: President

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION AUTHORIZING THE FURTHER EXTENSION OF TIME TO COMPLETE THE ACQUISITION, RENOVATION AND EQUIPPING OF, AND INCREASE OF THE SALES TAX ABATEMENTS FOR, THE **WILLIAMS REALTY HOLDINGS GROUP LLC 2020 FACILITY**, CONSENTING TO THE CONTINUED SUBLEASE OF A PORTION OF THE FACILITY, AND THE 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 Agency previously provided its assistance: (a) to **WILLIAMS REALTY HOLDINGS GROUP LLC**, a New York limited liability company (the “**Company**”) in the acquisition of an approximately 5.85 acre parcel of land located at 355 Sills Road, Yaphank, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-739.00-02.00-002.004 and 003.000) (the “**Land**”) and the approximately 58,710 square foot building and other improvements thereon (the “**Improvements**”), the renovation of the Improvements, and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the “**Facility Equipment**”; together with the Land and Improvements, the “**Company Facility**”), to be initially leased by the Agency to the Company and further subleased by the Company to **INTERSTATE MECHANICAL SERVICES INC.**, a New York corporation (the “**Sublessee**”), and the further sub-sublease by the Sublessee of not more than 49% of the Company Facility to (i) **Fabrication Depot LLC** and **Interstate Storage Services LLC** (each of Fabrication Depot LLC and Interstate Storage Services LLC, a “**Sub-Sublessee**,” and, collectively, the “**Sub-Sublessees**”), and (ii) with respect to approximately 6,000 square feet of office space, a future tenant or tenants yet to be determined (“**Future Tenants**”), and (b) to the Sublessee in the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”), which Equipment is to be leased by the Agency to the Sublessee (the Company Facility and the Equipment are collectively referred to herein as the “**Facility**”), which Facility is to be used by the Sublessee and Sub-Sublessees for the manufacture and fabrication of mechanical systems and mechanical skids and storage of industrial equipment and by the Future Tenants for office space (the “**Project**”); and

WHEREAS, the Agency by resolution duly adopted on August 19, 2020, as amended on October 21, 2020 (collectively, the “**Authorizing Resolution**”), authorized the acquisition, renovation and equipping of the Facility and the execution and delivery of the Agency Documents (as defined therein); and

WHEREAS, the Company is currently leasing the Land and the Improvements to the Agency, pursuant to the terms of a certain Company Lease Agreement, dated as of November

1, 2020 (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency is currently leasing the Company Facility to the Company, pursuant to a certain Lease and Project Agreement, dated as of November 1, 2020, as amended by the First Extension and Increase Agreement (defined below) (collectively, the “**Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Company is currently subleasing the Company Facility to the Sublessee, pursuant to a certain Sub-Sublease Agreement, dated November 4, 2020 (the “**Sublease**”), between the Company and the Sublessee; and

WHEREAS, the Agency is currently leasing the Equipment to the Sublessee, pursuant to a certain Equipment Lease Agreement, dated as of November 1, 2020, as amended by the First Extension and Increase Agreement (defined below) (collectively, the “**Equipment Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Agency appointed the Company and the Sublessee as its agents to complete the acquisition, renovation and equipping of the Facility and approved permitted abatement of sales tax benefits on purchases to a total not to exceed \$10,000.00 and \$5,525.00, respectively; and

WHEREAS, the Company and the Sublessee previously submitted their requests to the Agency (i) to extend the expiration of the Completion Date (as defined in the Lease Agreement) to June 30, 2022 (the “**First Company Extension Completion Date**”), (ii) to extend the expiration of the Equipment Completion Date (as defined in the Equipment Lease Agreement) to June 30, 2022 (the “**First Sublessee Extension Completion Date**”), (iii) to increase the permitted abatement of sales tax benefits on purchases by the Company under the Lease Agreement to permit an additional \$30,000.00 in exemptions (the “**First Company Sales Tax Increase**”), and (iv) to increase the permitted abatement of sales tax benefits on purchases by the Sublessee under the Equipment Lease Agreement to permit an additional \$30,000.00 in exemptions (the “**First Sublessee Sales Tax Increase**”); and

WHEREAS, the Agency, the Company and the Sublessee entered into a certain Extension and Increase Agreement, dated as of November 17, 2021 (the “**First Extension and Increase Agreement**”) wherein the Agency agreed to extend the expiration of the Completion Date and the Equipment Completion Date to June 30, 2022, to increase the permitted abatement of sales tax benefits on purchases by the Company under the Lease Agreement to permit an additional \$30,000.00 exemptions, and to increase the permitted abatement of sales tax benefits on purchases by the Sublessee under the Equipment Lease Agreement to permit an additional \$30,000.00 in exemptions; and

WHEREAS, in order to complete the acquisition, renovation and equipping of the Facility, the Company and the Sublessee have now requested that the Agency (i) further extend the expiration date of the Completion Date to and including October 31, 2022 (the “**Second Company Extension Completion Date**”), (ii) further extend the expiration date of the Equipment Completion Date to and including October 31, 2022 (the “**Second Sublessee Extension Completion Date**”), (iii) further increase the permitted abatement of sales tax benefits on

purchases by the Company to permit an additional \$7000.00 in exemptions (the “**Second Company Sales Tax Increase**”), and (iv) further increase the permitted abatement of sales tax benefits on purchases by the Sublessee to permit an additional \$1000.00 in exemptions (the “**Second Sublessee Sales Tax Increase**”) (collectively, the “**Second Extension and Increase**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the the Company and the Sublessee consistent with the policies of the Agency, in the form of exemptions from sales and use taxes in an amount not to exceed \$47,000.00, in connection with the purchase or lease by the Company of equipment, building materials, services or other personal property with respect to the Facility, and exemptions from sales and use taxes in an amount not to exceed \$36,525, in connection with the purchase or lease by the Sublessee of equipment, building materials, services or other personal property with respect to the Facility, consistent with the policies of the Agency; and

WHEREAS, to provide for the Second Extension and Increase, the Agency, the Company and the Sublessee will enter into a certain Second Extension and Increase Agreement, dated as of June 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the “**Second Extension and Increase Agreement**”), by and among the Agency, the Company and the Sublessee;

WHEREAS, the Company and the Sublessee previously requested the Agency’s consent to the sublease by the Sublessee for a term of one year a portion of the Company Facility, totaling approximately 1032 square feet (the “**Demised Premises**”), to Cadcam Lab LLC, a New York limited liability company (the “**Tenant**”), pursuant to a certain Sub-Sub-Sublease Agreement, dated July 19, 2021 (the “**Tenant Lease**”); and

WHEREAS, the Agency consented to the Tenant Lease as requested by the Company and the Sublessee, and the Agency entered into a certain Tenant Agency Compliance Agreement, dated as of July 19, 2021 (the “**Cadcam TACA**”), by and between the Agency and the Tenant; and

WHEREAS, the Sublessee has granted the Tenant a two-year extension of the term of the Tenant Lease, subject to the approval of the Agency; and

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

WHEREAS, the Company and the Sublessee has requested that the Agency consent to the continued subleasing by the Sublessee of the Demised Premises to the Tenant for a term of two years; and

WHEREAS, the Agency hereby consents to the continued subleasing of the Demised Premises to the Tenant for a term of two years, subject to the provisions of this resolution; and

WHEREAS, such consent may be manifested by the execution of this resolution



and an amendment to the Cadcam TACA, dated as of June 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the “**Cadcam TACA Amendment**”); and

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

WHEREAS, the Agency has given due consideration to the requests of the Company and the Sublessee; and

WHEREAS, the Company and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the proposed Second Extension and Increase and continued subleasing of the Demised Premises to the Tenant.

NOW, THEREFORE, BE IT RESOLVED by the Town of Brookhaven Industrial Development 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, the continued leasing and subleasing of the Company Facility to the Company, the continued leasing of the Equipment to the Sublessee, and the continued sub-subleasing of the Company Facility by the Company to the Sublessee, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

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

(e) The Agency hereby consents to the Second Extension and Increase, subject to the provisions of this resolution; and

(f) The Second Extension and Increase Agreement will be an effective instrument whereby the Agency will grant the Second Extension and Increase to the the Company and the Sublessee; and

(g) The continued subleasing of the Demised Premises to the Tenant will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(h) Based on the certification of the Tenant in the Cadcam TACA, as amended by the Cadcam TACA Amendment, the occupancy of the Facility by the Tenant shall not result in the removal of a facility or plant of the Tenant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Tenant located within the State; unless: (1) such occupation of the Facility is reasonably necessary to discourage the Tenant from removing such other plant or facility to a location outside the State, or (ii) such occupation of the Facility is reasonably necessary to preserve the competitive position of the Tenant in its industry; and

(i) It is desirable and in the public interest of the Agency to consent to the continued subleasing of a portion of the Facility to the Tenant and to enter into the Cadcam TACA Amendment;

(j) The Agency consents to the continued subleasing of the Demised Premises to the Tenant, subject to the provisions of this resolution; and

(k) The execution of the Cadcam TACA Amendment will satisfy the requirement of Section 9.3 of the Lease Agreement that any sublease of the Facility be consented to in writing by the Agency.

Section 2. In consequence of the foregoing, the Agency hereby (i) approves the Second Extension and Increase, (ii) authorizes the execution and delivery of the Second Extension and Increase Agreement and such other related documents as may be necessary or appropriate to effect the Second Extension and Increase, (iii) consents to the continued subleasing of the Demised Premises to the Tenant for a term of two years, subject to the provisions of this resolution, and (iv) authorizes the execution and delivery of the Cadcam TACA Amendment and such other related documents as may be necessary or appropriate.

Section 3. (a) The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, renovation and equipping of the Facility in the form of exemptions from sales and use taxes in an amount not to exceed \$47,000.00, in connection with the purchase or lease of equipment, building materials, services or other personal property, consistent with the policies of the Agency.

(b) The Agency hereby authorizes and approves the following economic benefits to be granted to the Sublessee in connection with the acquisition, renovation and equipping of the Facility in the form of exemptions from sales and use taxes in an amount not to exceed \$36,525.00, in connection with the purchase or lease of equipment, building materials, services or other personal property, consistent with the policies of the Agency.

Section 4. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agree that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company and the Sublessee

as agent of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act, the Lease Agreement and the Equipment Lease Agreement.

Section 5. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed to, on behalf of and in the name of the Agency, execute, deliver and perform the Second Extension and Increase Agreement, the Cadcam TACA Amendment, and other certificates, agreements, instruments and documents, as above contemplated and in such form and containing such terms, conditions and provisions as the person executing same on behalf of the Agency shall deem necessary or desirable, and shall approve, such necessity, desirability, and approval, to be conclusively evidenced by his or her execution and delivery thereof.

Section 6. Counsel to the Agency and Weinberg Gross & Pergament LLP, Transaction Counsel to the Agency are hereby authorized and directed to prepare, for submission to the Agency, the Second Extension and Increase Agreement, the Cadcam TACA Amendment, and all documents necessary to effect the foregoing resolution.

Section 7. Any and all acts, instruments, and other writings heretofore or hereafter performed and/or executed and delivered by any one or more of the Chairman, Chief Executive Officer or any member of the Agency, pursuant to the several foregoing provisions of this resolution, for and on behalf of and in the name of the Agency, in connection with the transactions contemplated thereby, be and the same hereby are, in all respects ratified, confirmed and approved.

Section 8. The documents, including the proposed Second Extension and Increase Agreement and the Cadcam TACA Amendment, promptly following the execution and delivery thereof, be identified by any of the Chairman, Chief Executive Officer or any member of the Agency by his or her endorsement thereon and when so identified be filed with the official records of the Agency.

Section 9. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such expenses and further agree to, jointly and severally, indemnify and hold harmless the Agency, its members, directors, employees and agents from and against all claims, suits, actions, proceedings, obligations, damages, liabilities, judgments, costs and expenses, including legal fees and expenses, incurred as a result of action or inaction taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 10. The Chairman, Chief Executive Officer, Counsel to the Agency or any member of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Company and the Sublessee, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 11. This resolution shall take effect immediately.

Adopted: June 8, 2022  
Accepted: \_\_\_\_\_, 2022

**WILLIAMS REALTY HOLDINGS  
GROUP LLC**

By: \_\_\_\_\_  
Name: Richard William Tully, Jr.  
Title: Managing Member

**INTERSTATE MECHANICAL  
SERVICES INC.**

By: \_\_\_\_\_  
Name: Richard William Tully, Jr.  
Title: President

RESOLUTION OF THE TOWN OF BROOKHAVEN  
INDUSTRIAL DEVELOPMENT AGENCY PERTAINING TO  
THE CONSENT TO THE SUBLEASING OF A PORTION OF  
THE WILLIAMS REALTY HOLDINGS GROUP LLC 2020  
FACILITY AND APPROVING THE FORM, SUBSTANCE,  
EXECUTION AND DELIVERY OF RELATED DOCUMENTS.

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

WHEREAS, the Agency previously provided its assistance: (a) to **WILLIAMS REALTY HOLDINGS GROUP LLC**, a New York limited liability company (the “**Company**”) in the acquisition of an approximately 5.85 acre parcel of land located at 355 Sills Road, Yaphank, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-739.00-02.00-002.004 and 003.000) (the “**Land**”) and the approximately 58,710 square foot building and other improvements thereon (the “**Improvements**”), the renovation of the Improvements, and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the “**Facility Equipment**”; together with the Land and Improvements, the “**Company Facility**”), to be initially leased by the Agency to the Company and further subleased by the Company to **INTERSTATE MECHANICAL SERVICES INC.**, a New York corporation (the “**Sublessee**”), and the further sub-sublease by the Sublessee of not more than 49% of the Company Facility to (i) **Fabrication Depot LLC** and **Interstate Storage Services LLC** (each of Fabrication Depot LLC and Interstate Storage Services LLC, a “**Sub-Sublessee**,” and, collectively, the “**Sub-Sublessees**”), and (ii) with respect to approximately 6,000 square feet of office space, a future tenant or tenants yet to be determined (“**Future Tenants**”), and (b) to the Sublessee in the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”), which Equipment is to be leased by the Agency to the Sublessee (the Company Facility and the Equipment are collectively referred to herein as the “**Facility**”), which Facility is to be used by the Sublessee and Sub-Sublessees for the manufacture and fabrication of mechanical systems and mechanical skids and storage of industrial equipment and by the Future Tenants for office space (the “**Project**”); and

WHEREAS, the Company is currently leasing the Land and the Improvements to the Agency, pursuant to the terms of a certain Company Lease Agreement, dated as of November 1, 2020 (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency is currently leasing the Company Facility to the Company, pursuant to a certain Lease and Project Agreement, dated as of November 1, 2020 (the “**Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Company is currently subleasing the Company Facility to the Sublessee, pursuant to a certain Sub-Sublease Agreement, dated November 4, 2020 (the “**Sublease**”), between the Company and the Sublessee; and

WHEREAS, the Sublessee is now in negotiations to sublease a portion of the Company Facility, totaling approximately 1,032 square feet (the “**Demised Premises**”), to Cadcam Lab LLC, a New York limited liability company (the “**Tenant**”), pursuant to a certain Sublease Agreement, dated a date to be determined (the “**Tenant Lease**”), to be used by the tenant for the manufacture and fabrication of flanges, fittings, shafts, housing and other metal parts using machining processes, for a term of one year (which such proposed tenant is not a Future Tenant intended to occupy office space at the Company Facility); and

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

WHEREAS, the Company and the Sublessee has requested that the Agency consent to the subleasing by the Sublessee of a portion of the Company Facility to the Tenant; and

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

WHEREAS, such consent may be manifested by the execution of this resolution and a certain Tenant Agency Compliance Agreement, dated as of May 1, 2021 or such other date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the “**Tenant Agency Compliance Agreement**”), by and between the Agency and the Tenant; and

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

WHEREAS, the Company and the Tenant have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the subleasing of the Demised Premises.

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

Section 1. The Agency hereby finds and determines:

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

(b) The subleasing of the Demised Premises to the Tenant will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(c) Based on the certification of the Tenant in the Tenant Agency Compliance Agreement, the occupancy of the Facility by the Tenant shall not result in the removal of a facility or plant of the Tenant from one area of the State to another area of the State or in the

abandonment of one or more plants or facilities of the Tenant located within the State; unless: (i) such occupation of the Facility is reasonably necessary to discourage the Tenant from removing such other plant or facility to a location outside the State, or (ii) such occupation of the Facility is reasonably necessary to preserve the competitive position of the Tenant in its industry; and

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

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

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

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

Section 3.

(a) The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed to, on behalf of and in the name of the Agency, execute, deliver and perform the Tenant Agency Compliance Agreement, and such other related documents as in the judgment of the Chairman Chief Executive Officer or such other member of the Agency deems necessary or appropriate, in such form and containing such terms, conditions and provisions as the person executing same on behalf of the Agency shall deem necessary or desirable to effect the transactions contemplated by this resolution, and shall approve, such necessity, desirability, and approval, to be conclusively evidenced by his or her execution and delivery thereof (the “**Agency Documents**”).

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

Section 4. 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 5. This resolution shall take effect immediately, and, unless sooner rescinded or amended, shall be deemed rescinded at the expiration of six (6) months after the date of the adoption of this resolution if the Tenant Agency Compliance Agreement contemplated hereunder has not been executed and delivered by the Agency and the Tenant prior to such

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

**Adopted:** April 21, 2021

**Accepted:** April \_\_, 2021

**WILLIAMS REALTY HOLDINGS GROUP LLC**

By: \_\_\_\_\_, Member

**INTERSTATE MECHANICAL SERVICES INC.**

By: \_\_\_\_\_, President

**CADCAM LAB LLC**

By: \_\_\_\_\_  
Denis Milichnikov, President



RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY AMENDING THE AGENCY'S AUTHORIZING RESOLUTION PERTAINING TO THE FACILITY FOR **WILLIAMS REALTY HOLDINGS GROUP LLC** AND/OR **INTERSTATE MECHANICAL SERVICES INC.** AND/OR **FABRICATION DEPOT LLC** AND/OR **INTERSTATE STORAGE SERVICES LLC** AND/OR ANY OF THE PRINCIPALS OF **WILLIAMS REALTY HOLDINGS GROUP LLC** AND/OR **INTERSTATE MECHANICAL SERVICES INC.** AND/OR **FABRICATION DEPOT LLC** AND/OR **INTERSTATE STORAGE SERVICES LLC** AND/OR OTHER ENTITIES FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING.

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

WHEREAS, **WILLIAMS REALTY HOLDINGS GROUP LLC**, a New York limited liability company, on behalf of itself and/or the principals of **WILLIAMS REALTY HOLDINGS GROUP LLC** and/or an entity formed or to be formed on behalf of any of the foregoing (the "**Company**"), and **INTERSTATE MECHANICAL SERVICES INC.**, a New York corporation, **FABRICATION DEPOT LLC**, a New Jersey limited liability company authorized or to become authorized to conduct business in the State of New York, and **INTERSTATE STORAGE SERVICES LLC**, a New York limited liability company, on behalf of themselves, any of them, and/or the principals of any of **INTERSTATE MECHANICAL SERVICES INC.** and/or **FABRICATION DEPOT LLC** and/or **INTERSTATE STORAGE SERVICES LLC**, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Affiliates**"), have applied to the Agency for assistance in connection with (a) the acquisition of an approximately 5.85 acre parcel of land located at 355 Sills Road, Yaphank, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-739.00-02.00-002.004 and 003.000) (the "**Land**") and the approximately 58,710 square foot building and other improvements thereon (the "**Improvements**"), the renovation of the Improvements, and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the "**Facility Equipment**"); together with the Land and Improvements, the "**Company Facility**"), to be initially leased by the Agency to the Company and further subleased by the Company to the Affiliates to be used by the Affiliates for the manufacture and fabrication of mechanical systems and mechanical skids and storage of industrial equipment, and office space in connection therewith, and for the further sublease of approximately 6,000 square feet of office space by one or more Affiliates to a future tenant or tenants yet to be ("**Future Tenants**"), and (b) the acquisition and installation therein of certain equipment and personal property (the "**Equipment**"), which Equipment is to be leased by the Agency to one or more of the Affiliates (the Company Facility and the Equipment are collectively referred to herein as the "**Facility**"),

which Facility is to be used by the Affiliates for the manufacture and fabrication of mechanical systems and mechanical skids and storage of industrial equipment and by the Future Tenants for office space (the “**Project**”); and

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

WHEREAS, a public hearing (the “**Hearing**”) was held on August 19, 2020, so that all persons with views in favor of, or opposed to, either the financial assistance contemplated by the Agency or the location or nature of the Facility, could be heard; and

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

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

WHEREAS, the Agency, after due consideration of, among other things, the application of the Company and the Affiliates and the representations by the Company and the Affiliates that the proposed transfer of real estate is either an inducement to the Company and the Affiliates to maintain or expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive position of the Company Affiliates in their industry, by resolution duly adopted on August 19, 2020 (the “**Authorizing Resolution**”), authorized the acquisition, renovation and equipping of the Facility, the execution and delivery of the Agency Documents (as defined therein), determined that the action relating to the acquisition, renovation, equipping and operation of the Facility is an “Unlisted” action, as that term is defined under SEQRA), and will not have a “significant effect” on the environment and an environmental impact statement will not be required, granted certain economic benefits to the Company the Affiliates; and

WHEREAS, Counsel for the Company and the Affiliates advised the Agency on October 7, 2020, that, in connection with the financing of the Facility, (a) the Company will lease the Company Facility to Interstate Mechanical Services Inc. (the “**Sublessee**”), and that the Sublessee will sub-sublease not more that 49% of the Company Facility to (i) Fabrication Depot LLC and Interstate Storage Services LLC (each of Fabrication Depot LLC and Interstate Storage Services LLC, a “**Sub-Sublessee**,” and, collectively, the “**Sub-Sublessees**”) and, (ii) with respect to approximately 6,000 square feet of office space of the sub-subleased space, Future Tenants, and (b) the Agency will lease the Equipment to the Sublessee (the “**Revised Lease Structure**”).

WHEREAS, the Agency contemplates it will acquire a leasehold interest in the Land and Improvements under a certain Company Lease Agreement, dated as of September 1, 2020 or such other date as the Chairman, the Chief Executive Officer of the Agency or counsel

to the Agency shall agree (the “**Company Lease**”), by and between the Company and the Agency, and

WHEREAS, the Agency contemplates that it will lease and sublease the Company Facility to the Company under a certain Lease and Project Agreement, dated as of September 1, 2020 or such other date as the Chairman, the Chief Executive Officer of the Agency or counsel to the Agency shall agree (the “**Lease Agreement**”), by and between the Agency and the Company; and

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

WHEREAS, the Agency contemplates the Agency will lease the Equipment to the Sublessee under a certain Equipment Lease and Project Agreement, dated as of September 1, 2020 or such other date as the Chairman, the Chief Executive Officer of the Agency or counsel to the Agency shall agree (the “**Equipment Lease Agreement**”), by and between the Agency and the Sublessee; and

WHEREAS, the Company will sub-sublease the Company Facility to the Sublessee under a certain sublease (the “**Sublease**”), by and between the Company and the Sublessee, and the Sublessee will further sublease not more than 49% of the Company Facility to the Sub-Sublessees and, with respect to approximately 6,000 of office space, Future Tenants; and

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

WHEREAS, the Agency has given due consideration to the application, as amended, of the Company, the Sublessee and the Sub-Sublessees and to the representations by the Company, the Sublessee and the Sub-Sublessees that the proposed transfer of real estate is either an inducement to the Company, the Sublessee and the Sub-Sublessees to maintain or expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive positions of the Company, Sublessee and the Sub-Sublessees in their respective industries.

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

Section 1. The Agency hereby approves of the Revised Lease Structure.

Section 2. The Agency hereby ratifies and confirms all terms contemplated by the Authorizing Resolution, including the economic benefits as stated therein, as amended by this Amended Authorizing Resolution.

Section 3. This amended resolution shall take effect immediately.



