

Date: November 16, 2022

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held at the offices of the Agency, 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 on the 16th day of November, 2022, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Felix J. Grucci, Jr., Vice Chair
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary
Mitchell H. Pally, Member

Recused: Martin Callahan, Treasurer

Excused: Gary Pollakusky, Asst. Secretary
Frank C. Trotta, Asst. Treasurer

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
John LaMura, Deputy Director
Jocelyn Linse, Executive Assistant
Terri Alkon, Administrative Assistant
Annette Eaderesto, Esq., Counsel to the Agency
William F. Weir, Esq., Transaction Counsel
Howard Gross, Esq., Transaction Counsel (via Zoom)

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 the Agency's Coast 2 Coast Real Estate LLC 2021 Facility, the execution of documents with respect thereto, and the leasing of the facility to Hydro Metal Holdings, LLC, for further subleasing to Boilermatic Welding Industries, Inc.

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

Voting Aye

Braun
Grucci
Scheidt
Pally

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ASSIGNMENT AND ASSUMPTION OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FROM COAST 2 COAST REAL ESTATE LLC TO HYDRO METAL HOLDINGS, LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF HYDRO METAL HOLDINGS, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, FOR FURTHER SUBLEASE TO BOILERMATIC WELDING INDUSTRIES, INC., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF BOILERMATIC WELDING INDUSTRIES, INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF THE FOREGOING, AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS AND MAKING CERTAIN FINDINGS AND DETERMINATIONS

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 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 previously provided its assistance to Coast 2 Coast Real Estate LLC, a New York limited liability company (the “**Original Company**”) in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Original Equipment**”; and together with the Land and the Improvements, the “**Original Facility**”), all to be subleased and leased by the Agency to the Original Company, and subleased by the Original Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1-800 Plumber + Air), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Original Project**”); and

WHEREAS, the Agency previously acquired a leasehold interest in the Land and Improvements pursuant to a certain Company Lease Agreement dated as of September 1, 2021 (the “**Original Company Lease**”), by and between the Original Company and the Agency, and a memorandum of such Original Company Lease was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency previously acquired title to the Original Equipment pursuant to a certain Bill of Sale, dated September 30, 2021 (the "**Original Bill of Sale**"), from the Original Company to the Agency; and

WHEREAS, the Agency agreed to lease the Original Facility to the Original Company pursuant to the Lease and Project Agreement, dated as of September 1, 2021 (the "**Original Lease Agreement**"), between the Agency and the Original Company; and

WHEREAS, Hydro Metal Holdings, LLC, a New York limited liability company, on behalf of itself and/or the principals of Hydro Metal Holdings, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "**Company**") and Boilermatic Welding Industries, Inc., a New York business corporation, on behalf of itself and/or the principals of Boilermatic Welding Industries, Inc. and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "**Sublessee**"), have now requested the Agency's consent to the (i) assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Original Facility to the Company (and Sublessee, as applicable) and the assumption by the Company (and Sublessee, as applicable) of all of such rights, title, interest, duties, liabilities and obligations of the Original Company, and (ii) the release of the Original Company from any further liability with respect to the Original Facility, subject to certain requirements of the Agency (the "**Assignment and Assumption**"), all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment and Assumption Agreement**"), by and among the Agency, the Original Company, the Company and the Sublessee; and

WHEREAS, the Original Company Lease will be assigned by the Original Company to the Company pursuant to a certain Assignment and Assumption of Company Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Company Lease**", and together with the Original Company Lease, the "**Company Lease**"), by and between the Original Company and the Company, and consented to by the Agency; and

WHEREAS, the Original Lease Agreement will be assigned by the Original Company to the Company pursuant to a certain Assignment and Assumption of Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Lease Agreement**", and together with the Original Lease Agreement, the "**Lease Agreement**"), by and between the Original Company and the Company, and consented to by the Agency; and

WHEREAS, the Agency and the Company contemplate that the Lease Agreement may be amended and restated by a certain Amended and Restated Lease and Project Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Amended and Restated**

Lease Agreement”), by and between the Agency, as lessor, and the Company, as lessee; provided, in that case, the term “Lease Agreement” as set forth above shall be deemed to include the Amended and Restated Lease Agreement; and

WHEREAS, in connection with the Assignment and Assumption, the Agency, the Company and the Sublessee wish to clarify the description of the Original Project to, among other things, clarify the description of equipment as related to the Company and the Sublessee, and to be hereinafter known as the Project (as defined below); and

WHEREAS, the Project includes: the acquisition of the Land, the renovation of the Improvements, and the acquisition and installation therein of certain equipment not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to the Sublessee and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”; and together with the Company Facility, the “**Facility**”), which Equipment is to be leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee as office and corporate headquarter space, with related on-site storage for operations (the “**Project**”); and

WHEREAS, the Agency will acquire the Facility Equipment from the Company pursuant to a certain Bill of Sale, dated a date to be determined (the “**Bill of Sale**”) from the Company to the Agency; and

WHEREAS, the Agency will acquire the Equipment from the Sublessee pursuant to a certain Bill of Sale, dated a date to be determined (the “**Equipment Bill of Sale**”), from the Sublessee to the Agency; and

WHEREAS, the Agency will lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of November 1, 2022, or such other date as the Chairman or Chief Executive Officer of the Agency and counsel to the Agency shall agree (the “**Equipment Lease Agreement**”), by and between the Agency and the Sublessee; and

WHEREAS, the Sublessee and the Agency will enter into a certain Agency Compliance Agreement, dated as of November 1, 2022, or such other date as may be determined by the Chairman or Chief Executive Officer of the Agency and counsel to the Agency (the “**Agency Compliance Agreement**”), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

WHEREAS, the Agency, the Company and the Sublessee will enter into such other documents upon advice of counsel, in both form and substance, as may be reasonably required to effectuate the assignment and assumption of the Original Project (together with the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease, the Equipment Lease Agreement, the Agency Compliance Agreement and the Amended and Restated Lease Agreement, the “**Assignment Documents**”); and

WHEREAS, pursuant to Section 9.3 of the Lease Agreement, the Lease Agreement may be assigned by the Original Company, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, in connection with the Assignment and Assumption, a public hearing (the “**Hearing**”) was held on November 14, 2022, 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 on November 4, 2022, and such notice (together with proof of publication), was substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the report of the Hearing is substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of: (i) exemptions from sales and use taxes in an approximate amount not to exceed \$150,937.50 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) an abatement of real property taxes as set forth in the PILOT Schedule annexed to the Original Lease Agreement as Exhibit C thereto; and

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

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

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

WHEREAS, the Questionnaire has been reviewed by the Agency; and

WHEREAS, the Original Company, 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 Assignment and Assumption Agreement.

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

Section 1. Based upon the Questionnaire prepared by the Company and reviewed by the Agency, and other representations and information furnished regarding the Facility, the Agency determines that the action relating to the acquisition, renovation, equipping and operation of the Facility is a Type II action, and that therefore, no further SEQR review is required.

Section 2. Subject to the provisions of this resolution, 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 execution and delivery of the Assignment Documents and the leasing of the Facility to the Company, for further sublease to the Sublessee, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The execution and delivery of the Assignment Documents and the continued leasing of the Facility is reasonably necessary to induce the Company and/or the Sublessee to maintain and expand its business operations in the State of New York; and

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

(f) It is desirable and in the public interest for the Agency to lease the Facility to the Company, for further sublease to the Sublessee; and

(g) It is desirable and in the public interest for the Agency to consent to the execution and delivery of the Assignment Documents providing for, among other things, the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and the Facility to the Company (and Sublessee, as applicable) and the assumption by the Company (and Sublessee, as applicable) of all of such rights, title, interest, duties, liabilities and obligations of the Original Company under the Company Lease and the Lease Agreement; and

(h) The Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease, and any other Assignment Documents to which the Agency is a party will be effective instruments whereby the Original Company will assign all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement, and the Facility to the Company (and Sublessee, as applicable) and the Company (and Sublessee, as applicable) will assume all of such rights, title, interest, duties, liabilities and obligations of the Original Company under the Company Lease, the Lease Agreement, and the Facility with the consent of the Agency.

Section 3. Subject to the provisions of this resolution, the Agency has assessed all material information included in connection with the Company's and the Sublessee's application for financial assistance, and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company and Sublessee.

Section 4. Subject to the provisions of this resolution, and in consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations pertaining to the Facility under the Company Lease and the Lease Agreement to the Company (and Sublessee, as applicable) and the assumption by the Company (and Sublessee, as applicable) of all of such rights, title, interest, duties, liabilities and obligations of the Original Company pursuant to the Assignment and Assumption Agreement, (ii) execute, deliver and perform the Assignment and Assumption Agreement, (iii) execute, deliver and perform the Assignment of Company Lease, (iv) execute, deliver and perform the Assignment of Lease, and (v) execute and deliver the Equipment Lease Agreement, the Agency Compliance Agreement, the Amended and Restated Lease Agreement and other Assignment Documents to which the Agency is a party.

Section 5. Subject to the provisions of this resolution, the Agency is hereby authorized to consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and the Facility to the Company (and Sublessee, as applicable) and the assumption by the Company (and Sublessee, as applicable) of all of such rights, title, interest, duties, liabilities and obligations of the Original Company pursuant to the Assignment and Assumption Agreement, the Assignment of Company Lease, and the Assignment of 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 assignment and assumption are hereby approved, ratified and confirmed.

Section 6. Subject to the provisions of this resolution, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company and Sublessee: (i) exemptions from sales and use taxes in an approximate amount not to exceed \$150,937.50 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility and (ii) an abatement of real property taxes as set forth in the PILOT Schedule annexed to the Original Lease Agreement as Exhibit C thereto.

Section 7. Subject to the provisions of this resolution, the Company and Sublessee are hereby notified that they will be required to comply with Section 875 of the Act. The Company and the Sublessee shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement and Equipment Lease Agreement. The Company and the Sublessee are further notified that the tax exemptions and abatements provided pursuant to the Act are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement and the Equipment Lease Agreement.

Section 8. Subject to the provisions of this resolution and the holding of the Hearing, the form and substance of the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, the Amended and Restated Lease Agreement and any other Assignment Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 9. Any expenses incurred by the Agency with respect to the Assignment and Assumption shall be paid by the Company and/or Sublessee. The Company and the Sublessee have agreed to pay such expenses and further shall 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 Assignment and Assumption of the Facility.

Section 10.

(a) Subject to the provisions of this resolution and the holding of the Hearing, the Chairman, the Chief Executive Officer of the Agency or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, the Amended and Restated Lease Agreement and the other Assignment Documents to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman 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, the Chief Executive Officer of the Agency or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, the Chief Executive Officer of the Agency 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 11. 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 Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 12. Subject to the provisions of this resolution, any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and/or Sublessee. The Company and Sublessee agree 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 13. The provisions of this resolution shall continue to be effective for one year from the date hereof, whereupon the Agency may, at its option, terminate the effectiveness of this resolution (except with respect to the matters contained in Section 9 hereof).

Section 14. This resolution shall take effect immediately.

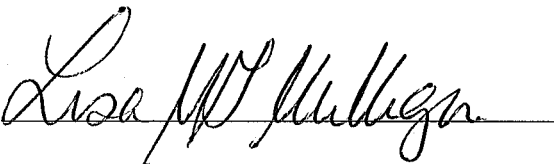
STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "**Agency**"), including the resolutions contained therein, held on the 16th day of November, 2022, 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.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 16th day of November, 2022.

By: 

Lisa M. G. Mulligan
Chief Executive Officer

Exhibit A

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 14th day of November, 2022, at 10:00 a.m. local time, at the Town of Brookhaven Town Hall, Industrial Development Agency, 1 Independence Hill, Farmingville, New York 11738, in connection with the following matters:

The Agency has previously provided its assistance to Coast 2 Coast Real Estate LLC, a New York limited liability company (the “**Original Company**”) in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), all to be subleased and leased by the Agency to the Original Company, and subleased by the Original Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1-800 Plumber + Air), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Project**”).

Hydro Metal Holdings, LLC, a New York limited liability company, on behalf of itself and/or the principals of Hydro Metal Holdings, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “**Company**”) and Boilermatic Welding Industries, Inc., a New York business corporation, on behalf of itself and/or the principals of Boilermatic Welding Industries, Inc. and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “**Sublessee**”) have submitted their application for financial assistance (the “**Application**”), to the Agency and requested the Agency’s consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the Company Lease Agreement, dated as of September 1, 2021 (the “**Company Lease**”), and the Lease and Project Agreement, dated as of September 1, 2021 (the “**Lease Agreement**”), each by and between the Agency and the Original Company, and certain other agreements in connection with the Facility to the Company and the Sublessee, as applicable, and the assumption by the Company and the Sublessee, as applicable, of all of such rights, title, interest and obligations of the Original Company, and the release of the Original Company from any future liability incurred after the date of the assignment with respect to the Facility subject to certain requirements of the Agency, all pursuant to the terms of certain agreements including an Assignment, Assumption and Amendment Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment and Assumption Agreement**”), by and among the Agency, the Original Company, the Company and the Sublessee, a certain Assignment and Assumption of Company Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined

by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment of Company Lease Agreement**”), by and between the Original Company and the Company, and consented to by the Agency, a certain Assignment and Assumption of Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment of Lease Agreement**”), by and between the Original Company and the Company, and consented to by the Agency, and a certain Amended and Restated Lease and Project Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Amended and Restated Lease Agreement**”), by and between the Agency, as lessor, and the Company, as lessee. The Company will sublease the Facility to the Sublessee.

In connection with the foregoing, the Agency will also acquire title to certain equipment and then lease such equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Equipment Lease Agreement**”), by and between the Agency and the Sublessee. The Sublessee and the Agency will also enter into a certain Agency Compliance Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Agency Compliance Agreement**”), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility. The Company and Sublessee contemplate that the Facility will be used for office and corporate headquarter space, with related on-site storage for operations.

The Facility was and continues to be initially owned, operated and/or managed by the Original Company, and after the assignment of the Company Lease and the Lease Agreement, the Facility will be initially owned, operated and/or managed by the Company and/or the Sublessee.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes, and continued abatement of real property taxes pursuant to terms of the Lease Agreement and related documents, as amended and/or restated, and as assigned by the Original Company to the Company and the Sublessee, as applicable, and all consistent with the policies of the Agency.

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 and the Sublessee or the location or nature of the Facility. Prior to the hearing, all persons will have the opportunity to review on the Agency’s website (<https://brookhavenida.org/>), the application for financial assistance filed by the Company and the Sublessee with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: November 4, 2022

TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: Lisa MG Mulligan
Title: Chief Executive Officer

Exhibit B

MINUTES OF PUBLIC HEARING HELD ON
NOVEMBER 14, 2022 AT 10:00 A.M.

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
(HYDRO METAL HOLDINGS, LLC/BOILERMATIC WELDING INDUSTRIES, INC. 2022
FACILITY)

1. Lisa MG Mulligan, Chief Executive Officer of the Town of Brookhaven Industrial Development Agency (the "**Agency**") called the hearing to order.

Lisa MG Mulligan then appointed herself the hearing officer of the Agency, to record the minutes of the hearing.

The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility as follows:

The Agency has previously provided its assistance to Coast 2 Coast Real Estate LLC, a New York limited liability company (the "**Original Company**") in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the "**Land**"), the renovation of an existing approximately 19,172 square foot building located thereon (the "**Improvements**"), and the acquisition and installation therein of certain equipment and personal property (the "**Equipment**"; and together with the Land and the Improvements, the "**Facility**"), all to be subleased and leased by the Agency to the Original Company, and subleased by the Original Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1-800 Plumber + Air), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the "**Tenants**"), to be used by the Tenants respectively, as office, storage and distribution space (the "**Project**").

Hydro Metal Holdings, LLC, a New York limited liability company, on behalf of itself and/or the principals of Hydro Metal Holdings, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "**Company**") and Boilermatic Welding Industries, Inc., a New York business corporation, on behalf of itself and/or the principals of Boilermatic Welding Industries, Inc. and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "**Sublessee**") have submitted their application for financial assistance (the "**Application**"), to the Agency and requested the Agency's consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the Company Lease Agreement, dated as of September 1, 2021 (the "**Company Lease**"), and the Lease and Project Agreement, dated as of September 1, 2021 (the "**Lease Agreement**"), each by and between the Agency and

the Original Company, and certain other agreements in connection with the Facility to the Company and the Sublessee, as applicable, and the assumption by the Company and the Sublessee, as applicable, of all of such rights, title, interest and obligations of the Original Company, and the release of the Original Company from any future liability incurred after the date of the assignment with respect to the Facility subject to certain requirements of the Agency, all pursuant to the terms of certain agreements including an Assignment, Assumption and Amendment Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment and Assumption Agreement**"), by and among the Agency, the Original Company, the Company and the Sublessee, a certain Assignment and Assumption of Company Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Company Lease Agreement**"), by and between the Original Company and the Company, and consented to by the Agency, a certain Assignment and Assumption of Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Lease Agreement**"), by and between the Original Company and the Company, and consented to by the Agency, and a certain Amended and Restated Lease and Project Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Amended and Restated Lease Agreement**"), by and between the Agency, as lessor, and the Company, as lessee. The Company will sublease the Facility to the Sublessee.

In connection with the foregoing, the Agency will also acquire title to certain equipment and then lease such equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Equipment Lease Agreement**"), by and between the Agency and the Sublessee. The Sublessee and the Agency will also enter into a certain Agency Compliance Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Agency Compliance Agreement**"), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility. The Company and Sublessee contemplate that the Facility will be used for office and corporate headquarter space, with related on-site storage for operations.

The Facility was and continues to be initially owned, operated and/or managed by the Original Company, and after the assignment of the Company Lease and the Lease Agreement, the Facility will be initially owned, operated and/or managed by the Company and/or the Sublessee.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from mortgage recording taxes in

connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes, and continued abatement of real property taxes pursuant to terms of the Lease Agreement and related documents, as amended and/or restated, and as assigned by the Original Company to the Company and the Sublessee, as applicable, and all consistent with the policies of the Agency.

The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

See attached.

The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at 10:30 a.m.

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

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Town of Brookhaven Industrial Development Agency (the “**Agency**”) on November 14, 2022 at 10:00 a.m., local time, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of November 14, 2022.



Lisa M. G. Mulligan
Chief Executive Officer

Dear Ms. Mulligan,

I would like to submit the following statement on behalf of the school district and Board of Education to the IDA public hearing scheduled for today, Monday, November 16, at 10:00 a.m.:

The South Country Central School District is aware of a proposed project, Hydro Metal Holdings, LLC and Boilermatic Welding Industries, Inc., to be situated within the District's boundaries. In that regard we request the Brookhaven Industrial Development Agency consider the potential impact of the project upon the District and its taxpayers and the needs of the school district in its consideration of the request for financial assistance by this for-profit entity. If any benefit to the District, its students or taxpayers may be achieved through this project, we would request the IDA's assistance in obtaining such benefit. The Board of Education would welcome the opportunity to discuss any such potential benefit that may accrue to the District.

In addition, we would like the opportunity to meet with you and perhaps have you come to our legislative committee meeting so that we can have a better understanding of the IDA and upcoming proposals.

Thank you for the consideration and hope all is well.

Sincerely,
Antonio Santana
Superintendent of Schools
South Country CSD
189 N. Dunton Avenue
East Patchogue, NY 11772
Email: asantana@southcountry.org
Phone: (631) 730-1501
Fax: (631) 286-6394

Date: November 16, 2022

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held at the offices of the Agency, 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 on the 16th day of November, 2022, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Felix J. Grucci, Jr., Vice Chair
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary
Mitchell H. Pally, Member

Recused: Martin Callahan, Treasurer

Excused: Gary Pollakusky, Asst. Secretary
Frank C. Trotta, Asst. Treasurer

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
John LaMura, Deputy Director
Jocelyn Linse, Executive Assistant
Terri Alkon, Administrative Assistant
Annette Eaderesto, Esq., Counsel to the Agency
William F. Weir, Esq., Transaction Counsel
Howard Gross, Esq., Transaction Counsel (via Zoom)

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 the Agency's Coast 2 Coast Real Estate LLC 2021 Facility, the execution of documents with respect thereto, and the leasing of the facility to Hydro Metal Holdings, LLC, for further subleasing to Boilermatic Welding Industries, Inc.

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

Voting Aye

Braun
Grucci
Scheidt
Pally

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ASSIGNMENT AND ASSUMPTION OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FROM COAST 2 COAST REAL ESTATE LLC TO HYDRO METAL HOLDINGS, LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF HYDRO METAL HOLDINGS, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, FOR FURTHER SUBLEASE TO BOILERMATIC WELDING INDUSTRIES, INC., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF BOILERMATIC WELDING INDUSTRIES, INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF THE FOREGOING, AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS AND MAKING CERTAIN FINDINGS AND DETERMINATIONS

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 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 previously provided its assistance to Coast 2 Coast Real Estate LLC, a New York limited liability company (the “**Original Company**”) in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Original Equipment**”; and together with the Land and the Improvements, the “**Original Facility**”), all to be subleased and leased by the Agency to the Original Company, and subleased by the Original Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1-800 Plumber + Air), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Original Project**”); and

WHEREAS, the Agency previously acquired a leasehold interest in the Land and Improvements pursuant to a certain Company Lease Agreement dated as of September 1, 2021 (the “**Original Company Lease**”), by and between the Original Company and the Agency, and a memorandum of such Original Company Lease was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency previously acquired title to the Original Equipment pursuant to a certain Bill of Sale, dated September 30, 2021 (the "**Original Bill of Sale**"), from the Original Company to the Agency; and

WHEREAS, the Agency agreed to lease the Original Facility to the Original Company pursuant to the Lease and Project Agreement, dated as of September 1, 2021 (the "**Original Lease Agreement**"), between the Agency and the Original Company; and

WHEREAS, Hydro Metal Holdings, LLC, a New York limited liability company, on behalf of itself and/or the principals of Hydro Metal Holdings, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "**Company**") and Boilermatic Welding Industries, Inc., a New York business corporation, on behalf of itself and/or the principals of Boilermatic Welding Industries, Inc. and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "**Sublessee**"), have now requested the Agency's consent to the (i) assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Original Facility to the Company (and Sublessee, as applicable) and the assumption by the Company (and Sublessee, as applicable) of all of such rights, title, interest, duties, liabilities and obligations of the Original Company, and (ii) the release of the Original Company from any further liability with respect to the Original Facility, subject to certain requirements of the Agency (the "**Assignment and Assumption**"), all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment and Assumption Agreement**"), by and among the Agency, the Original Company, the Company and the Sublessee; and

WHEREAS, the Original Company Lease will be assigned by the Original Company to the Company pursuant to a certain Assignment and Assumption of Company Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Company Lease**", and together with the Original Company Lease, the "**Company Lease**"), by and between the Original Company and the Company, and consented to by the Agency; and

WHEREAS, the Original Lease Agreement will be assigned by the Original Company to the Company pursuant to a certain Assignment and Assumption of Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Lease Agreement**", and together with the Original Lease Agreement, the "**Lease Agreement**"), by and between the Original Company and the Company, and consented to by the Agency; and

WHEREAS, the Agency and the Company contemplate that the Lease Agreement may be amended and restated by a certain Amended and Restated Lease and Project Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Amended and Restated**

Lease Agreement”), by and between the Agency, as lessor, and the Company, as lessee; provided, in that case, the term “Lease Agreement” as set forth above shall be deemed to include the Amended and Restated Lease Agreement; and

WHEREAS, in connection with the Assignment and Assumption, the Agency, the Company and the Sublessee wish to clarify the description of the Original Project to, among other things, clarify the description of equipment as related to the Company and the Sublessee, and to be hereinafter known as the Project (as defined below); and

WHEREAS, the Project includes: the acquisition of the Land, the renovation of the Improvements, and the acquisition and installation therein of certain equipment not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to the Sublessee and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”; and together with the Company Facility, the “**Facility**”), which Equipment is to be leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee as office and corporate headquarter space, with related on-site storage for operations (the “**Project**”); and

WHEREAS, the Agency will acquire the Facility Equipment from the Company pursuant to a certain Bill of Sale, dated a date to be determined (the “**Bill of Sale**”) from the Company to the Agency; and

WHEREAS, the Agency will acquire the Equipment from the Sublessee pursuant to a certain Bill of Sale, dated a date to be determined (the “**Equipment Bill of Sale**”), from the Sublessee to the Agency; and

WHEREAS, the Agency will lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of November 1, 2022, or such other date as the Chairman or Chief Executive Officer of the Agency and counsel to the Agency shall agree (the “**Equipment Lease Agreement**”), by and between the Agency and the Sublessee; and

WHEREAS, the Sublessee and the Agency will enter into a certain Agency Compliance Agreement, dated as of November 1, 2022, or such other date as may be determined by the Chairman or Chief Executive Officer of the Agency and counsel to the Agency (the “**Agency Compliance Agreement**”), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

WHEREAS, the Agency, the Company and the Sublessee will enter into such other documents upon advice of counsel, in both form and substance, as may be reasonably required to effectuate the assignment and assumption of the Original Project (together with the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease, the Equipment Lease Agreement, the Agency Compliance Agreement and the Amended and Restated Lease Agreement, the “**Assignment Documents**”); and

WHEREAS, pursuant to Section 9.3 of the Lease Agreement, the Lease Agreement may be assigned by the Original Company, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, in connection with the Assignment and Assumption, a public hearing (the “**Hearing**”) was held on November 14, 2022, 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 on November 4, 2022, and such notice (together with proof of publication), was substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the report of the Hearing is substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of: (i) exemptions from sales and use taxes in an approximate amount not to exceed \$150,937.50 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) an abatement of real property taxes as set forth in the PILOT Schedule annexed to the Original Lease Agreement as Exhibit C thereto; and

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

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

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

WHEREAS, the Questionnaire has been reviewed by the Agency; and

WHEREAS, the Original Company, 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 Assignment and Assumption Agreement.

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

Section 1. Based upon the Questionnaire prepared by the Company and reviewed by the Agency, and other representations and information furnished regarding the Facility, the Agency determines that the action relating to the acquisition, renovation, equipping and operation of the Facility is a Type II action, and that therefore, no further SEQR review is required.

Section 2. Subject to the provisions of this resolution, 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 execution and delivery of the Assignment Documents and the leasing of the Facility to the Company, for further sublease to the Sublessee, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The execution and delivery of the Assignment Documents and the continued leasing of the Facility is reasonably necessary to induce the Company and/or the Sublessee to maintain and expand its business operations in the State of New York; and

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

(f) It is desirable and in the public interest for the Agency to lease the Facility to the Company, for further sublease to the Sublessee; and

(g) It is desirable and in the public interest for the Agency to consent to the execution and delivery of the Assignment Documents providing for, among other things, the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and the Facility to the Company (and Sublessee, as applicable) and the assumption by the Company (and Sublessee, as applicable) of all of such rights, title, interest, duties, liabilities and obligations of the Original Company under the Company Lease and the Lease Agreement; and

(h) The Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease, and any other Assignment Documents to which the Agency is a party will be effective instruments whereby the Original Company will assign all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement, and the Facility to the Company (and Sublessee, as applicable) and the Company (and Sublessee, as applicable) will assume all of such rights, title, interest, duties, liabilities and obligations of the Original Company under the Company Lease, the Lease Agreement, and the Facility with the consent of the Agency.

Section 3. Subject to the provisions of this resolution, the Agency has assessed all material information included in connection with the Company's and the Sublessee's application for financial assistance, and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company and Sublessee.

Section 4. Subject to the provisions of this resolution, and in consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations pertaining to the Facility under the Company Lease and the Lease Agreement to the Company (and Sublessee, as applicable) and the assumption by the Company (and Sublessee, as applicable) of all of such rights, title, interest, duties, liabilities and obligations of the Original Company pursuant to the Assignment and Assumption Agreement, (ii) execute, deliver and perform the Assignment and Assumption Agreement, (iii) execute, deliver and perform the Assignment of Company Lease, (iv) execute, deliver and perform the Assignment of Lease, and (v) execute and deliver the Equipment Lease Agreement, the Agency Compliance Agreement, the Amended and Restated Lease Agreement and other Assignment Documents to which the Agency is a party.

Section 5. Subject to the provisions of this resolution, the Agency is hereby authorized to consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and the Facility to the Company (and Sublessee, as applicable) and the assumption by the Company (and Sublessee, as applicable) of all of such rights, title, interest, duties, liabilities and obligations of the Original Company pursuant to the Assignment and Assumption Agreement, the Assignment of Company Lease, and the Assignment of 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 assignment and assumption are hereby approved, ratified and confirmed.

Section 6. Subject to the provisions of this resolution, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company and Sublessee: (i) exemptions from sales and use taxes in an approximate amount not to exceed \$150,937.50 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility and (ii) an abatement of real property taxes as set forth in the PILOT Schedule annexed to the Original Lease Agreement as Exhibit C thereto.

Section 7. Subject to the provisions of this resolution, the Company and Sublessee are hereby notified that they will be required to comply with Section 875 of the Act. The Company and the Sublessee shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement and Equipment Lease Agreement. The Company and the Sublessee are further notified that the tax exemptions and abatements provided pursuant to the Act are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement and the Equipment Lease Agreement.

Section 8. Subject to the provisions of this resolution and the holding of the Hearing, the form and substance of the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, the Amended and Restated Lease Agreement and any other Assignment Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 9. Any expenses incurred by the Agency with respect to the Assignment and Assumption shall be paid by the Company and/or Sublessee. The Company and the Sublessee have agreed to pay such expenses and further shall 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 Assignment and Assumption of the Facility.

Section 10.

(a) Subject to the provisions of this resolution and the holding of the Hearing, the Chairman, the Chief Executive Officer of the Agency or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, the Amended and Restated Lease Agreement and the other Assignment Documents to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman 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, the Chief Executive Officer of the Agency or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, the Chief Executive Officer of the Agency 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 11. 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 Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 12. Subject to the provisions of this resolution, any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and/or Sublessee. The Company and Sublessee agree 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 13. The provisions of this resolution shall continue to be effective for one year from the date hereof, whereupon the Agency may, at its option, terminate the effectiveness of this resolution (except with respect to the matters contained in Section 9 hereof).

Section 14. This resolution shall take effect immediately.

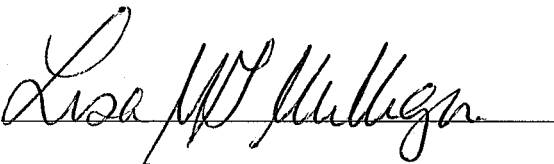
STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "**Agency**"), including the resolutions contained therein, held on the 16th day of November, 2022, 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.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 16th day of November, 2022.

By: 

Lisa M. G. Mulligan
Chief Executive Officer

Exhibit A

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 14th day of November, 2022, at 10:00 a.m. local time, at the Town of Brookhaven Town Hall, Industrial Development Agency, 1 Independence Hill, Farmingville, New York 11738, in connection with the following matters:

The Agency has previously provided its assistance to Coast 2 Coast Real Estate LLC, a New York limited liability company (the “**Original Company**”) in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), all to be subleased and leased by the Agency to the Original Company, and subleased by the Original Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1-800 Plumber + Air), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Project**”).

Hydro Metal Holdings, LLC, a New York limited liability company, on behalf of itself and/or the principals of Hydro Metal Holdings, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “**Company**”) and Boilermatic Welding Industries, Inc., a New York business corporation, on behalf of itself and/or the principals of Boilermatic Welding Industries, Inc. and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “**Sublessee**”) have submitted their application for financial assistance (the “**Application**”), to the Agency and requested the Agency’s consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the Company Lease Agreement, dated as of September 1, 2021 (the “**Company Lease**”), and the Lease and Project Agreement, dated as of September 1, 2021 (the “**Lease Agreement**”), each by and between the Agency and the Original Company, and certain other agreements in connection with the Facility to the Company and the Sublessee, as applicable, and the assumption by the Company and the Sublessee, as applicable, of all of such rights, title, interest and obligations of the Original Company, and the release of the Original Company from any future liability incurred after the date of the assignment with respect to the Facility subject to certain requirements of the Agency, all pursuant to the terms of certain agreements including an Assignment, Assumption and Amendment Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment and Assumption Agreement**”), by and among the Agency, the Original Company, the Company and the Sublessee, a certain Assignment and Assumption of Company Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined

by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment of Company Lease Agreement**”), by and between the Original Company and the Company, and consented to by the Agency, a certain Assignment and Assumption of Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment of Lease Agreement**”), by and between the Original Company and the Company, and consented to by the Agency, and a certain Amended and Restated Lease and Project Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Amended and Restated Lease Agreement**”), by and between the Agency, as lessor, and the Company, as lessee. The Company will sublease the Facility to the Sublessee.

In connection with the foregoing, the Agency will also acquire title to certain equipment and then lease such equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Equipment Lease Agreement**”), by and between the Agency and the Sublessee. The Sublessee and the Agency will also enter into a certain Agency Compliance Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Agency Compliance Agreement**”), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility. The Company and Sublessee contemplate that the Facility will be used for office and corporate headquarter space, with related on-site storage for operations.

The Facility was and continues to be initially owned, operated and/or managed by the Original Company, and after the assignment of the Company Lease and the Lease Agreement, the Facility will be initially owned, operated and/or managed by the Company and/or the Sublessee.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes, and continued abatement of real property taxes pursuant to terms of the Lease Agreement and related documents, as amended and/or restated, and as assigned by the Original Company to the Company and the Sublessee, as applicable, and all consistent with the policies of the Agency.

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 and the Sublessee or the location or nature of the Facility. Prior to the hearing, all persons will have the opportunity to review on the Agency’s website (<https://brookhavenida.org/>), the application for financial assistance filed by the Company and the Sublessee with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: November 4, 2022

TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: Lisa MG Mulligan
Title: Chief Executive Officer

Exhibit B

MINUTES OF PUBLIC HEARING HELD ON
NOVEMBER 14, 2022 AT 10:00 A.M.

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
(HYDRO METAL HOLDINGS, LLC/BOILERMATIC WELDING INDUSTRIES, INC. 2022
FACILITY)

1. Lisa MG Mulligan, Chief Executive Officer of the Town of Brookhaven Industrial Development Agency (the "**Agency**") called the hearing to order.

Lisa MG Mulligan then appointed herself the hearing officer of the Agency, to record the minutes of the hearing.

The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility as follows:

The Agency has previously provided its assistance to Coast 2 Coast Real Estate LLC, a New York limited liability company (the "**Original Company**") in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the "**Land**"), the renovation of an existing approximately 19,172 square foot building located thereon (the "**Improvements**"), and the acquisition and installation therein of certain equipment and personal property (the "**Equipment**"; and together with the Land and the Improvements, the "**Facility**"), all to be subleased and leased by the Agency to the Original Company, and subleased by the Original Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1-800 Plumber + Air), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the "**Tenants**"), to be used by the Tenants respectively, as office, storage and distribution space (the "**Project**").

Hydro Metal Holdings, LLC, a New York limited liability company, on behalf of itself and/or the principals of Hydro Metal Holdings, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "**Company**") and Boilermatic Welding Industries, Inc., a New York business corporation, on behalf of itself and/or the principals of Boilermatic Welding Industries, Inc. and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "**Sublessee**") have submitted their application for financial assistance (the "**Application**"), to the Agency and requested the Agency's consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the Company Lease Agreement, dated as of September 1, 2021 (the "**Company Lease**"), and the Lease and Project Agreement, dated as of September 1, 2021 (the "**Lease Agreement**"), each by and between the Agency and

the Original Company, and certain other agreements in connection with the Facility to the Company and the Sublessee, as applicable, and the assumption by the Company and the Sublessee, as applicable, of all of such rights, title, interest and obligations of the Original Company, and the release of the Original Company from any future liability incurred after the date of the assignment with respect to the Facility subject to certain requirements of the Agency, all pursuant to the terms of certain agreements including an Assignment, Assumption and Amendment Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment and Assumption Agreement**"), by and among the Agency, the Original Company, the Company and the Sublessee, a certain Assignment and Assumption of Company Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Company Lease Agreement**"), by and between the Original Company and the Company, and consented to by the Agency, a certain Assignment and Assumption of Lease Agreement, to be dated as of November 1, 2022, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Lease Agreement**"), by and between the Original Company and the Company, and consented to by the Agency, and a certain Amended and Restated Lease and Project Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Amended and Restated Lease Agreement**"), by and between the Agency, as lessor, and the Company, as lessee. The Company will sublease the Facility to the Sublessee.

In connection with the foregoing, the Agency will also acquire title to certain equipment and then lease such equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Equipment Lease Agreement**"), by and between the Agency and the Sublessee. The Sublessee and the Agency will also enter into a certain Agency Compliance Agreement, dated as of November 1, 2022 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Agency Compliance Agreement**"), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility. The Company and Sublessee contemplate that the Facility will be used for office and corporate headquarter space, with related on-site storage for operations.

The Facility was and continues to be initially owned, operated and/or managed by the Original Company, and after the assignment of the Company Lease and the Lease Agreement, the Facility will be initially owned, operated and/or managed by the Company and/or the Sublessee.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from mortgage recording taxes in

connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes, and continued abatement of real property taxes pursuant to terms of the Lease Agreement and related documents, as amended and/or restated, and as assigned by the Original Company to the Company and the Sublessee, as applicable, and all consistent with the policies of the Agency.

The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

See attached.

The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at 10:30 a.m.

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

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Town of Brookhaven Industrial Development Agency (the “**Agency**”) on November 14, 2022 at 10:00 a.m., local time, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of November 14, 2022.



Lisa M. G. Mulligan
Chief Executive Officer

Dear Ms. Mulligan,

I would like to submit the following statement on behalf of the school district and Board of Education to the IDA public hearing scheduled for today, Monday, November 16, at 10:00 a.m.:

The South Country Central School District is aware of a proposed project, Hydro Metal Holdings, LLC and Boilermatic Welding Industries, Inc., to be situated within the District's boundaries. In that regard we request the Brookhaven Industrial Development Agency consider the potential impact of the project upon the District and its taxpayers and the needs of the school district in its consideration of the request for financial assistance by this for-profit entity. If any benefit to the District, its students or taxpayers may be achieved through this project, we would request the IDA's assistance in obtaining such benefit. The Board of Education would welcome the opportunity to discuss any such potential benefit that may accrue to the District.

In addition, we would like the opportunity to meet with you and perhaps have you come to our legislative committee meeting so that we can have a better understanding of the IDA and upcoming proposals.

Thank you for the consideration and hope all is well.

Sincerely,
Antonio Santana
Superintendent of Schools
South Country CSD
189 N. Dunton Avenue
East Patchogue, NY 11772
Email: asantana@southcountry.org
Phone: (631) 730-1501
Fax: (631) 286-6394

Town of Brookhaven Industrial Development Agency

MRB Cost Benefit Calculator

Date November 3, 2022
Project Title Hydro Metal Holdings/Boilermatic Welding Industries, Inc
Project Location 20 Pinehurst Drive Bellport

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

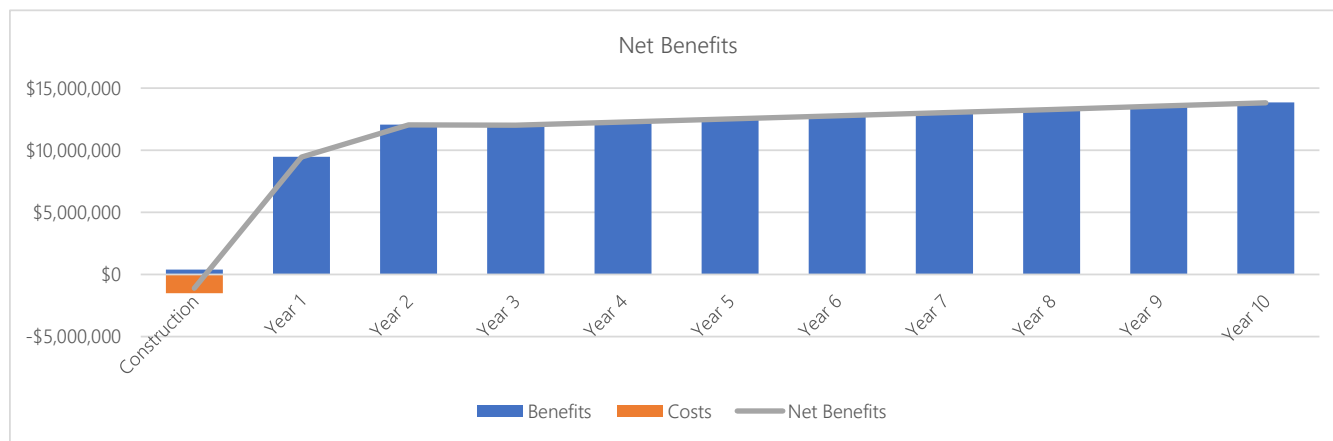
Project Total Investment

\$7,100,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	4	1	5
Earnings	\$309,760	\$67,872	\$377,632
Local Spend	\$749,050	\$236,780	\$985,830

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	70	61	131
Earnings	\$72,580,783	\$45,534,261	\$118,115,044

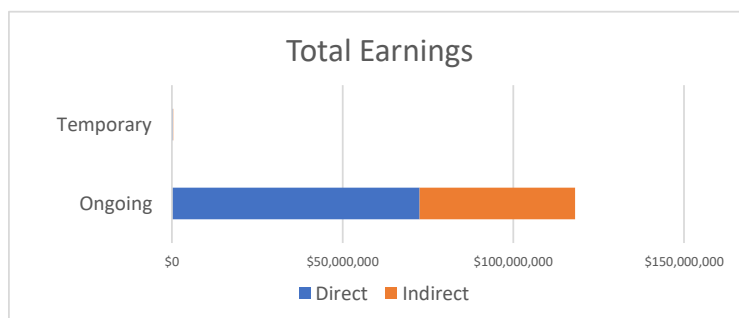
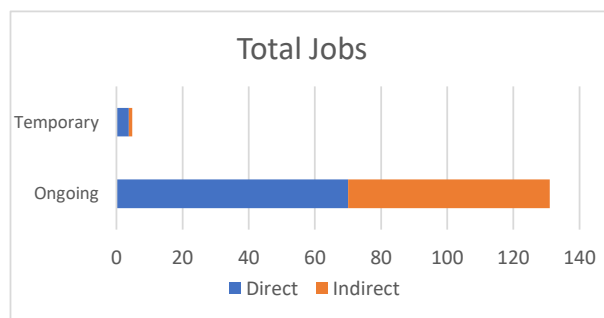
Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$256,905	\$230,022
Sales Tax Exemption	\$1,509,388	\$1,509,388
Local Sales Tax Exemption	\$809,382	\$809,382
State Sales Tax Exemption	\$700,006	\$700,006
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
Total Costs	\$1,766,292	\$1,739,409

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$119,194,821	\$106,605,372
To Private Individuals	\$118,492,676	\$105,977,638
Temporary Payroll	\$377,632	\$377,632
Ongoing Payroll	\$118,115,044	\$105,600,006
Other Payments to Private Individuals	\$0	\$0
To the Public	\$702,145	\$627,735
Increase in Property Tax Revenue	(\$256,905)	(\$230,022)
Temporary Jobs - Sales Tax Revenue	\$3,056	\$3,056
Ongoing Jobs - Sales Tax Revenue	\$955,994	\$854,700
Other Local Municipal Revenue	\$0	\$0
State Benefits	\$6,161,619	\$5,510,837
To the Public	\$6,161,619	\$5,510,837
Temporary Income Tax Revenue	\$16,993	\$16,993
Ongoing Income Tax Revenue	\$5,315,177	\$4,752,000
Temporary Jobs - Sales Tax Revenue	\$2,643	\$2,643
Ongoing Jobs - Sales Tax Revenue	\$826,805	\$739,200
Total Benefits to State & Region	\$125,356,440	\$112,116,210

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$106,605,372	\$1,039,404	103:1
State	\$5,510,837	\$700,006	8:1
Grand Total	\$112,116,210	\$1,739,409	64:1

*Discounted at 2%

Additional Comments from IDA

Hydro Metal Holdings, LLC and Boilermatic Welding Industries, Inc., an affiliated entity, are requesting an assignment and assumption of the IDA benefits for the Coast 2 Coast project, which is a 19,000sf building located at 20 Pinehurst Drive in Bellport. Boilermatic Welding Industries, Inc. is a full-service mechanical construction company. As per our Uniform Project Evaluation Criteria Policy, the criteria met for this project include, but are not limited to, jobs retained and created and capital investment by the applicant.

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

Date: October 20, 2021

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held electronically via video conference, on the 20th day of October, 2021, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Felix J. Grucci, Jr., Vice Chair
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary
Gary Pollakusky, Asst. Secretary
Lenore Paprocky, Member

Recused: Martin Callahan, Treasurer

Excused: Frank C. Trotta, Asst. Treasurer

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
James M. Tullo, Deputy Director
Jocelyn Linse, Executive Assistant
Terri Alkon, Administrative Assistant
Amy Illardo, Administrative Assistant
Annette Eaderesto, Esq., Counsel to the Agency
William F. Weir, Esq., Transaction Counsel
Howard R. Gross, Esq., Transaction Counsel

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 an amendment to an authorizing resolution and the consent to the subleasing of a portion of the Agency’s Coast 2 Coast Real Estate LLC 2021 Facility.

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

Voting Aye

Braun
Grucci
Scheidt
Pollakusky
Paprocky

Voting Nay

AMENDED RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE
APPOINTMENT OF COAST 2 COAST REAL ESTATE LLC, A NEW
YORK LIMITED LIABILITY COMPANY, AS AGENT OF THE AGENCY
FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING
THE FACILITY, APPROVING THE ACQUISITION, RENOVATION AND
EQUIPPING OF SUCH INDUSTRIAL DEVELOPMENT FACILITY, AND
CONSENT TO THE SUBLEASING OF A PORTION OF THE COAST 2
COAST REAL ESTATE LLC 2021 FACILITY 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 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 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, Coast 2 Coast Real Estate LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Coast 2 Coast Real Estate LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the "**Company**"), submitted an Application for Financial Assistance, dated June 16, 2021 (the "**Application**"), to the Agency for the Agency to enter into a transaction in which the Agency will assist the Company in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the "**Land**"), the renovation of an existing approximately 19,172 square foot building located thereon (the "**Improvements**"), and the acquisition and installation therein of certain equipment and personal property (the "**Equipment**"; and together with the Land and the Improvements, the "**Facility**"), all to be subleased and leased by the Agency to the Company, and subleased by the Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1 800 Plumber), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the "**Tenants**"), to be used by the Tenants respectively, as office, storage and distribution space (the "**Project**"), all as more fully described in the Agency's Authorizing Resolution, dated September 15, 2021 (the "**Authorizing Resolution**"); and

WHEREAS, subsequent to the Authorizing Resolution, the Agency held a supplemental public hearing (the "**Supplemental Hearing**") on October 19, 2021, 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 Supplemental Hearing was given on October 7, 2021, and such notice (together with proof of publication), was substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the report of the Supplemental Hearing is substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the Company notified the Agency pursuant to its Application of its intent to sublease portions of the Facility, (each portion, a "**Demised Premises**"), to multiple tenants including, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1 800 Plumber), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the "**Tenants**"), pursuant to certain Agreements of Lease, dated a date to be determined (collectively, the "**Tenant Leases**"), between the Company and each Tenants, to be used by the respective Tenants as office, storage and distribution space; 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 has requested that the Agency consent to the subleasing of the Demised Premises to the Tenants; and

WHEREAS, the Agency hereby consents to the subleasing of the Demised Premises by the Company to the respective Tenants; and

WHEREAS, such consent may be manifested by the execution of this resolution and certain Tenant Agency Compliance Agreements, dated a date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Tenant Agency Compliance Agreements**"), 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; and

WHEREAS, the Agency ratifies and confirms all terms contemplated under the Authorizing Resolution, as amended by this Amended Authorizing Resolution, including the authorization of the Tenant Agency Compliance Agreements; and

WHEREAS, the Company and the Tenants 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 amends and restates the Authorizing Resolution, as amended by this Amended Authorizing Resolution to include the Tenant Agency Compliance Agreements.

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

Section 3. 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 Tenants 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 each Tenant in the respective 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 Agreements; and

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

(g) It is desirable and in the public interest for the Agency to consent to the sublease of the Facility and to enter into the Tenant Agency Compliance Agreement.

Section 4. In consequence of the foregoing, the Agency hereby determines to enter into the Tenant Agency Compliance Agreement.

Section 5. The form and substance of each Tenant Agency Compliance Agreement (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 6.

(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 Tenant Agency Compliance Agreement in the form the Chairman, Chief Executive Officer, or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Chief Executive Officer, or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by Chairman, Vice Chairman, Chief Executive Officer, 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 Lease Agreement).

Section 7. 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 8. Any expenses incurred by the Agency with respect to the Tenant Agency Compliance Agreements shall be paid by the Company and respective the Tenants. The Company and the respective Tenants have agreed to pay such expenses and further shall 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 Tenant Agency Compliance Agreements.

Section 9. The provisions of this resolution shall continue to be effective for one year from the date hereof, whereupon the Agency may, at its option, terminate the effectiveness of this Resolution (except with respect to the matters contained in Section 8 hereof).

Section 10. This Amended Authorizing Resolution shall take effect immediately.

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

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "**Agency**"), including the resolutions contained therein, held electronically via video conference on the 20th day of October, 2021, 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, due to the ongoing public health crisis caused by the Novel Coronavirus (COVID-19) and pursuant to Chapter 417 of the laws of 2021, effective September 2, 2021 through January 15, 2022, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Agency's Board Meeting on October 20, 2021 (the "**Board Meeting**"), was held electronically via webinar instead of a public meeting open for the public to attend in person. Members of the public were advised, via the Agency's website, to listen to the Board Meeting accessing the link <https://us02web.zoom.us/j/86329735902?pwd=UmlYdXV1S3RoK2ZNNStLUDlIZEZDUT09> and entering access code 992516, and were further advised that the Minutes of the Board Meeting would be transcribed and posted on the Agency's website, and 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 20th day of October, 2021.

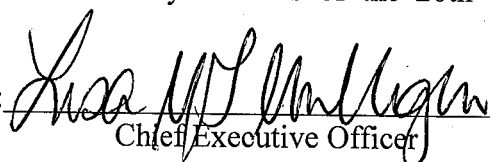
By: 
Chief Executive Officer

Exhibit A

NOTICE OF SUPPLEMENTAL PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a supplemental 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 19th day of October, 2021, at ___:___ [a/p].m. local time, at the Town of Brookhaven Division of Economic Development, 2nd Floor, One Independence Hill, Farmingville, New York 11738, in connection with the following matters:

Coast 2 Coast Real Estate, LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Coast 2 Coast Real Estate, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Applicant**” and “**Company**”), has applied to the Agency to enter into a transaction in which the Agency will assist the Company in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), all to be leased by the Agency to the Company, and subleased by the Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC, LLC (d/b/a 1 800 Plumber), Coast 2 Coast Restoration, LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Project**”). The Facility will be initially owned and managed or operated by the Company.

A public hearing was previously held electronically by the Agency on September 14, 2021 with respect to the Project described in the preceding paragraph.

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing or permanent financing of the Facility, exemptions from sales and use taxes in connection with the renovation and equipping of the Facility, and abatement of real property taxes, all consistent with the uniform tax exemption policies (“**UTEP**”) of the Agency.

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. Prior to the hearing, all persons will have the opportunity to review on the Agency’s website (<https://brookhavenida.org/>), the application for financial assistance filed by the Company with the Agency and an analysis of the costs and benefits of the proposed Facility.

Due to COVID-19 protocols, all persons attending the supplemental public hearing will be required to wear face masks and maintain proper social distancing.

Dated: October 7, 2021

TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: Lisa MG Mulligan

Title: Chief Executive Officer

Exhibit B

FORM OF MINUTES OF SUPPLEMENTAL PUBLIC HEARING HELD ON
OCTOBER 19, 2021 AT 11:00 A.M.

TOWN OF BROOKHAVEN INDUSTRIAL COAST 2 COAST REAL ESTATE LLC 2021
FACILITY)

1. Lisa MG Mulligan, Chief Executive Officer of the Town of Brookhaven Industrial Development Agency (the “**Agency**”) called the hearing to order.

2. Lisa MG Mulligan then appointed herself the hearing officer of the Agency, to record the minutes of the hearing.

3. The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility as follows:

Coast 2 Coast Real Estate LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Coast 2 Coast Real Estate LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Applicant**” and “**Company**”), has applied to the Agency to enter into a transaction in which the Agency will assist the Company in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), all to be leased by the Agency to the Company, and subleased by the Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1 800 Plumber), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Project**”). The Facility will be initially owned and managed or operated by the Company.

A public hearing was previously held electronically by the Agency on September 14, 2021 with respect to the Project described in the preceding paragraph.

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing or permanent financing of the Facility, exemptions from sales and use taxes in connection with the renovation and equipping of the Facility, and abatement of real property taxes, all consistent with the uniform tax exemption policies (“**UTEP**”) of the Agency.

4. The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

N/A

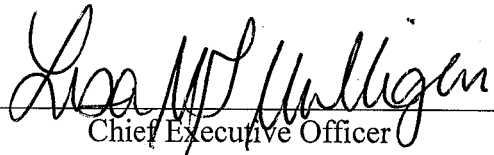
5. The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at 11:30 a.m.

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

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Town of Brookhaven Industrial Development Agency (the “**Agency**”) on October 19, 2021 at 11:00 a.m., local time, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of October 19, 2021.



Chief Executive Officer

[END OF FORM OF MINUTES OF SUPPLEMENTAL PUBLIC HEARING]

Date: September 15, 2021

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held electronically via webinar and in person on the 15th day of September, 2021, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Felix J. Grucci, Jr., Vice-Chair
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary
Gary Pollakusky, Assistant Secretary
Lenore Paprocky, Member

Recused: Martin Callahan, Treasurer

Excused: Frank C. Trotta, Assistant Treasurer

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
James M. Tullo, Deputy Director
Jocelyn Linse, Executive Assistant
Terri Alkon, Administrative Assistant
Amy Illardo, Administrative Assistant
Annette Eaderesto, Esq., Counsel to the Agency
William F. Weir, Esq., Transaction Counsel
Howard R. Gross, Esq., Transaction Counsel

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 (Coast 2 Coast Real Estate LLC 2021 Facility).

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

Voting Aye

Braun
Grucci
Scheidt
Pollakusky
Paprocky

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE APPOINTMENT OF COAST 2 COAST REAL ESTATE LLC, A NEW YORK LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF COAST 2 COAST REAL ESTATE LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING THE FACILITY, APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF SUCH INDUSTRIAL DEVELOPMENT FACILITY AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY 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, Coast 2 Coast Real Estate LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Coast 2 Coast Real Estate LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Company**”), submitted an Application for Financial Assistance, dated June 16, 2021 (the “**Application**”), to the Agency for the Agency to enter into a transaction in which the Agency will assist the Company in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), all to be subleased and leased by the Agency to the Company, and subleased by the Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1 800 Plumber), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Project**”); and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of September 1, 2021, or such other date as the Chairman or Chief Executive Officer of the Agency and counsel to the Agency shall agree (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the “**Bill of Sale**”), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of September 1, 2021, or such other date as the Chairman or Chief Executive Officer of the Agency and counsel to the Agency shall agree (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of: (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$3,650,000 but not to exceed \$4,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$27,375.00 but not to exceed \$30,000.00, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping the Facility, (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$750,000 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C hereof); and

WHEREAS, in connection with the abatement of real property taxes as set forth in the PILOT Schedule on Exhibit C hereof, the current pro-rata allocation of PILOT payments to each affected tax jurisdiction in accordance with Section 858(15) of the Act and the estimated difference between the real property taxes on the Facility and the PILOT payments set forth on the PILOT Schedule on Exhibit C hereof are more fully described in the Cost Benefit Analysis ("**CBA**") developed by the Agency in accordance with the provisions of Section 859-a(5)(b) of the Act, a copy of which CBA is attached hereto as Exhibit D; 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, as security for a loan or loans, the Agency and the Company will execute and deliver to a lender or lenders to be determined (collectively, the "**Lender**"), a mortgage or mortgages, and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Lender, to be dated a date to be determined, in connection with the financing, any refinancing or permanent financing of the costs of the acquisition, renovation and equipping of the Facility (collectively, the "**Loan Documents**"); and

WHEREAS, a public hearing (the "**Hearing**") was held on September 14, 2021, 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 Original Facility, could be heard; and

WHEREAS, notice of the Hearing was given on September 4, 2021 and such notice (together with proof of publication), was substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the report of the Hearing is substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed Facility is either an inducement to the Company to maintain the competitive position of the Company in its industry; 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, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the “Questionnaire”) with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency; 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. Based upon the Questionnaire prepared by the Company and reviewed by the Agency, and other representations and information furnished regarding the Facility, the Agency determines that the action relating to the acquisition, renovation, equipping and operation of the Facility is a Type II action, and that therefore, no further SEQR review is required.

Section 2. The Agency hereby finds and determines:

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

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

(c) The Facility preserves the public purposes of the Act by preserving or increasing the number of permanent private sector jobs in the Town of Brookhaven. The Company has represented to the Agency that it intends to provide thirty-five (35) full-time employees within two (2) years of the completion of the renovation and equipping of the Facility and expects to retain that number of jobs in the future; and

(d) 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

(e) The acquisition, renovation 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

(f) 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

(g) It is desirable and in the public interest for the Agency to sublease the Land and the Improvements and to lease the Equipment to the Company; and

(h) The Company Lease will be an effective instrument whereby the Agency leases the Land and the Improvements from the Company; and

(i) The Lease Agreement will be an effective instrument whereby the Agency leases and subleases the Facility to the Company, the Agency and the Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will describe the circumstances in which the Agreement may recapture some or all of the benefits granted to the Company.

(j) The Loan Documents to which the Agency is a party will be effective instruments whereby the Agency and the Company agree to secure the Loan made to the Company by the Lender.

Section 3. The Agency has assessed all material information included in connection with the Company's application for financial assistance, including but not limited to, the cost-benefit analysis prepared by the Agency and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) grant a mortgage on and security interest in and to the Facility pursuant to the Loan Documents, and (vi) execute, deliver and perform the Loan Documents to which the Agency is a party.

Section 5. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 6. 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: ((i) exemptions from mortgage recording taxes for one

or more mortgages securing an amount presently estimated to be \$3,650,000 but not to exceed \$4,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$27,375.00 but not to exceed \$30,000.00, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping the Facility, (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$750,000 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C hereof) as more fully described in the CBA developed by the Agency in accordance with the provisions of Section 859-a(5)(b) of the Act, a copy of which CBA is attached hereto as Exhibit D.

Section 7. Subject to the provisions of this resolution, the Company is herewith and hereby appointed the agent of the Agency to acquire, renovate 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, renovate 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 agent 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, renovate 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 \$750,000, 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 8. The Company is hereby notified that they will be required to comply with Section 875 of the Act. The Company shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement. The Company is further notified that the tax exemptions and abatements 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 Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement.

Section 9. The form and substance of the Company Lease and the Lease Agreement and the Loan Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 10.

(a) The Chairman, Vice Chairman, Chief Executive Officer or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease, the Lease Agreement and the Loan Documents to which the Agency is a party, in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Chief Executive Officer or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and 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, Vice Chairman, Chief Executive Officer or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, the Chief Executive Officer of the Agency 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 11. 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 12. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company. 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 13. The provisions of this resolution shall continue to be effective for one year from the date hereof, whereupon the Agency may, at its option, terminate the effectiveness of this Resolution (except with respect to the matters contained in Section 12 hereof).

Section 14. This resolution shall take effect immediately.

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

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "**Agency**"), including the resolutions contained therein, held electronically via webinar and in person on the 15th day of September, 2021, 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, due to the ongoing public health crisis caused by the Novel Coronavirus (COVID-19) and pursuant to Chapter 417 of the laws of 2021, effective September 2, 2021 through January 15, 2022, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Agency's Board Meeting on September 15, 2021 (the "**Board Meeting**"), was held electronically via webinar, as well as a public meeting open for the public to attend in person. Members of the public were advised, via the Agency's website, to listen to the Board Meeting by visiting <https://us02web.zoom.us/j/84031117409?pwd=SE1sYytwenBRdjRaNnN6R096UFJFZz09> and entering passcode 945336, and were further advised that the Minutes of the Board Meeting would be transcribed and posted on the Agency's website, and 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 15th day of September, 2021.

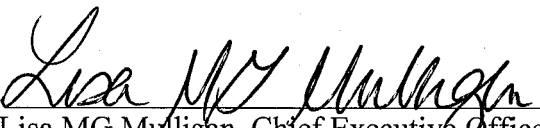
By: 
Lisa MG Mulligan, Chief Executive Officer

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that due to the ongoing public health crisis caused by the Novel Coronavirus (COVID-19) and pursuant to Chapter 417 of the laws of 2021, effective September 2, 2021 through January 15, 2022, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Public Hearing scheduled for September 14, 2021, at 11:30 a.m., local time, being held by the Town of Brookhaven Industrial Development Agency (the “**Agency**”), in accordance with the provisions of Article 18-A of the New York General Municipal Law will be held electronically via video conference call instead of a public hearing open for the public to attend. Members of the public may listen to the Public Hearing, and comment on the Project (defined below) and the benefits to be granted by the Agency to the Company (defined below) during the Public Hearing, by logging in as follows: <https://us02web.zoom.us/j/85672180599?pwd=NEQ4QllvRWt1T1QwWTNmUnZoWGphUT09> and entering Passcode: 016571. Comments may also be submitted to the Issuer in writing or electronically. Minutes of the Public Hearing will be transcribed and posted on the Issuer’s website, all in connection with the following matters:

Coast 2 Coast Real Estate LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Coast 2 Coast Real Estate LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Applicant**” and “**Company**”), has applied to the Agency to enter into a transaction in which the Agency will assist the Company in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), all to be leased by the Agency to the Company, and subleased by the Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1 800 Plumber), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Project**”). The Facility will be initially owned and managed or operated by the Company.

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing or permanent financing of the Facility, exemptions from sales and use taxes in connection with the renovation and equipping of the Facility, and abatement of real property taxes, all consistent with the uniform tax exemption policies (“**UTEP**”) of the Agency.

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. Prior to the hearing, all persons will have the opportunity to review on the Agency’s website (<https://brookhavenida.org/>), 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: September 14, 2021

TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: Lisa MG Mulligan

Title: Chief Executive Officer

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON SEPTEMBER 14, 2021 AT 11:30 A.M.

TOWN OF BROOKHAVEN INDUSTRIAL COAST 2 COAST REAL ESTATE LLC 2021 FACILITY)

Section 1. Lisa M. G. Mulligan, Chief Executive Officer of the Town of Brookhaven Industrial Development Agency (the “**Agency**”) called the hearing to order.

Section 2. Lisa M. G. Mulligan then appointed herself the hearing officer of the Agency, to record the minutes of the hearing.

Section 3. The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility as follows:

Coast 2 Coast Real Estate LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Coast 2 Coast Real Estate LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Applicant**” and “**Company**”), has applied to the Agency to enter into a transaction in which the Agency will assist the Company in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), all to be leased by the Agency to the Company, and subleased by the Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1 800 Plumber), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Project**”). The Facility will be initially owned and managed or operated by the Company.

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing or permanent financing of the Facility, exemptions from sales and use taxes in connection with the renovation and equipping of the Facility, and abatement of real property taxes, all consistent with the uniform tax exemption policies (“**UTEP**”) of the Agency.

Section 4. The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

N/A

Section 5. The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at 12:00 p.m.

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

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Town of Brookhaven Industrial Development Agency (the “**Agency**”) on September 14, 2021 at 11:30 a.m., local time, electronically, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of September 14, 2021.

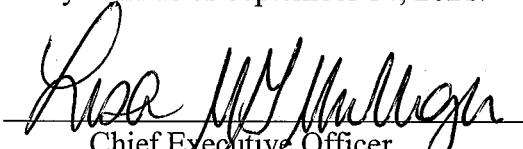

Chief Executive Officer

EXHIBIT C

Proposed PILOT Schedule

Schedule of payments-in-lieu-of-taxes: Town of Brookhaven, (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), South Country Central School District, Suffolk County and Appropriate Special Districts

Property Address: 20 Pinehurst Drive, Village of Bellport, Town of Brookhaven, New York

Tax Map No. District 0200, Section 813.00, Block 01.00, Lot 08.029

School District: South Country Central School District

<u>Year</u>	<u>PILOT Amount</u>
1.	\$24,769
2.	25,265
3.	25,770
4.	26,285
5.	26,811
6.	27,347
7.	27,894
8.	28,452
9.	29,021
10.	29,602

EXHIBIT D

Cost Benefit Analysis