

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY PERTAINING TO THE CONSENT TO THE SUBLEASING AND SUB-SUBLEASING OF A PORTION OF THE J-CAD REALTY LLC/CENTER MANAGEMENT CORP./MAYNE CONSTRUCTION OF LONG ISLAND, INC. FACILITY AND APPROVING THE FORM, SUBSTANCE AND DELIVERY OF RELATED DOCUMENTS

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

WHEREAS, the Agency previously provided its assistance to J-CAD REALTY LLC, a New York limited liability company (the “**Company**”), and CENTER MANAGEMENT CORP. (“**Center**”), a New York business corporation, and MAYNE CONSTRUCTION OF LONG ISLAND, INC. (“**Mayne**”), a New York business corporation (each, a “**Sublessee**”, and collectively, the “**Sublessees**”), (a) in connection with (i) the acquisition of an approximately 2.8 acre parcel of land located at 664 Blue Point Road, Holtsville, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-805-1-7.009) (the “**Land**”), and the acquisition and renovation of the approximately 20,000 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein)(the “**Facility Equipment**”; together with the Land and Improvements, the “**Company Facility**”), to be initially leased by the Agency to the Company and further subleased by the Company to the Sublessees, and Keen’s Machine Repair Inc. (“**Keen’s**”) and Prime Engineering P.C. (now known as Key Civil Engineering P.C.) (“**Key**”), and (ii) the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”), which Equipment is to be leased by the Agency to the Sublessees (the Company Facility and the Equipment are collectively referred to herein as the “**Facility**”), which Facility is to be used by Center for its commercial maintenance business, Mayne for its general construction business, Keen’s for making, finishing and repairing machines and machine parts, and Prime for rendering professional engineering services (the “**Project**”); and

WHEREAS, the Company previously leased the Land and Improvements to the Agency pursuant to a certain Company Lease Agreement, dated as of August 1, 2015 (as amended, the “**Company Lease**”), between the Company and the Agency; and

WHEREAS, the Agency currently leases the Company Facility to the Company pursuant to a certain Lease Agreement, dated as of August 1, 2015 (as amended, the “**Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Company is currently subleasing a portion of the Company Facility (the “**Mayne Premises**”) to Mayne pursuant to a certain Sublease, dated August 12, 2015 (the “**Mayne Sublease**”), between the Company and Mayne; and

WHEREAS, the Company is currently subleasing a portion of the Company Facility (the “**Key Premises**”) to Key pursuant to a certain Sublease, dated July, 2015 (the “**Key Sublease**”), between the Company and Key; and

WHEREAS, the Agency and Key previously entered into a Tenant Agency Compliance Agreement, dated September 23, 2016 (as amended, the “**Key TACA**”); and

WHEREAS, the Company is now in negotiations with (1) Mayne to surrender under the Mayne Sublease approximately 2,200 square feet of the Mayne Premises (the “**Mayne Surrendered Premises**”), and (2) the principals of Key, Jaclyn Peranteau and Marc Pilotta (the “**Key Principals**”), for the Key Principals to collectively acquire a twenty five percent interest in the Company, and, in connection therewith, for the Company and Key to terminate the Key Sublease, for the Company to sublease to 664 Blue Point Realty, LLC (the “**Subtenant**”), a New York limited liability company whose sole principals are the Key Principals, the Key Premises together with the Mayne Surrendered Premises (collectively, the “**New Key Premises**”) pursuant to a certain sublease, dated a date to be determined (the “**Subtenant Lease**”) for the purpose of sub-subleasing the New Key Premises to Key, and for the Subtenant to sub-sublease the New Key Premises to Key pursuant to a sublease, dated a date to be determined (the “**Sub-subtenant Lease**”), for use as office space for rendering professional engineering services; and

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

WHEREAS, the Company, on its behalf and on behalf of Mayne, and the Subtenant have requested that the Agency consent to the surrender of the Mayne Surrendered Premises, the subleasing of the New Key Premises to the Subtenant and the Subtenant’s sub-subleasing of the New Key Premises to Key; and

WHEREAS, the Agency hereby consents to the surrender of the Mayne Surrendered Premises, the subleasing of the New Key Premises to the Subtenant and the Subtenant’s sub-subleasing of the New Key Premises to Key, subject to the provisions of this Resolution; and

WHEREAS, such consent may be manifested by the execution of a Tenant Agency Compliance Agreement, dated such date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the “**Tenant Agency Compliance Agreement**”), by and between the Agency and the Subtenant and by the execution of a Tenant Agency Compliance Agreement, dated such date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the “**Sub-subtenant Agency Compliance Agreement**”) by and between the Agency and Key; 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 Company, the Subtenant and Key have agreed, without limitation, to indemnify the Agency against any and all losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the subleasing and sub-subleasing of the New Key Premises.

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

Section 1. The Agency hereby 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 surrender of the Mayne Surrendered Premises, the subleasing of the New Key Premises to the Subtenant and the sub-subleasing of the New Key Premises to Key will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(c) Based on the certification of the Subtenant in the Tenant Agency Compliance Agreement and the certification of Key in the Sub-subtenant Agency Compliance Agreement, the surrender of the Mayne Surrendered Premises and the occupancy of the New Key Premises by the Subtenant or Key shall not result in the removal of a facility or plant of the Subtenant or Key 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 Subtenant or Key located within the State; and

(d) It is desirable and in the public interest for the Agency to consent to the surrender of the Mayne Surrendered Premises, the Company's subleasing of the New Key Premises to the Subtenant, the Subtenant's sub-subleasing of the New Key Premises to Key, to enter into the Tenant Agency Compliance Agreement and to enter into the Sub-subtenant Agency Compliance Agreement; and

(e) Subject to the approval of the instrument evidencing the surrender of the Mayne Surrendered Premises, the Subtenant Lease and the Sub-subtenant Lease by the Chairman or the Chief Executive Officer, with the advice of counsel, in either instance satisfactory to the Chairman or the Chief Executive Officer, the Agency consents to the surrender of the Mayne Surrender Premises, the sublease of the New Key Premises by the Company to the Subtenant and the sub-sublease of the New Key Premises by the Subtenant to Key; and

(f) The execution of the Tenant Agency Compliance Agreement and the Sub-subtenant Agency Compliance Agreement will satisfy the requirement of Section 9.3 of the

Lease Agreement that any sublease or sub-sublease of the Facility be consented to in writing by the Agency.

Section 2. In consequence of the foregoing, the Agency hereby determines to enter into the Tenant Agency Compliance Agreement and the Sub-subtenant Agency Compliance subject to the provisions of this Resolution.

Section 3.

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

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

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 5. Any expenses incurred by the Agency with respect to the New Key Premises shall be paid by the Company, Subtenant and Key. The Company, Subtenant and Key agree, jointly and severally, to pay such expenses and further agree, jointly and severally, to indemnify and hold harmless the Agency, its members, directors, employees and agents from and against claims any and all claims, losses, damages, liabilities, injuries, or expenses, including attorneys’ fees, incurred as a result of action taken by or on behalf of the Agency with respect to, or arising out of or in connection with, the New Key Premises.

Section 6. This resolution shall take effect immediately, and, unless sooner rescinded or amended, shall be deemed rescinded at the expiration of six (6) months after the date of the adoption of this resolution if the Tenant Agency Compliance Agreement contemplated hereunder has not been executed and delivered by the Agency and the Subtenant, and if the Sub-subtenant Agency Compliance Agreement contemplated hereunder has not been executed and delivered by the Agency and Key prior to such expiration, subject to extension at the discretion of the Agency upon the written request of the Company, the Subtenant or Key, provided, however,

the rescission or amendment of this Resolution shall not affect the Company's, Subtenant's or Key's liability under Section 5 hereof.

Adopted: April __, 2025

Accepted: _____, 2025

JCAD Realty LLC

By: _____
_____, Member

664 Blue Point Realty, LLC

By: _____
_____, President

**Key Civil Engineering P.C.
(f/k/a Prime Engineering P.C.)**

By: _____
_____, President

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY AND TAKING OFFICIAL ACTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENTS AND TAKING OF CERTAIN OTHER ACTION PERTAINING TO THE FACILITY FOR **J-CAD REALTY LLC AND/OR CENTER MANAGEMENT CORP. AND/OR MAYNE CONSTRUCTION OF LONG ISLAND, INC.** AND/OR OTHER ENTITY TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, INCLUDING APPOINTING **J-CAD REALTY LLC AND/OR CENTER MANAGEMENT CORP. AND/OR MAYNE CONSTRUCTION OF LONG ISLAND, INC.** AND/OR ANY OF THE FOREGOING PERSONS AND/OR ENTITIES AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING A COMMERCIAL FACILITY.

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

WHEREAS, J-CAD REALTY LLC, a New York limited liability company on behalf of itself and/or the principals of J-CAD REALTY LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the "Company"), and CENTER MANAGEMENT CORP. ("Center"), a New York business corporation and MAYNE CONSTRUCTION OF LONG ISLAND, INC. ("Mayne"), a New York business corporation, on behalf of themselves and/or the principals of Center and/or Mayne and/or an entity formed or to be formed on behalf of any of the foregoing (each, a "Sublessee", and collectively, the "Sublessees"), have submitted to the Agency a proposal for the Agency (the "Project") (a) to assist with (i) the acquisition of an approximately 2.8 acre parcel of land located at 664 Blue Point Road, Holtsville, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-805-1-7.009) (the "Land"), and the renovation of the approximately 20,000 square foot building located thereon (the "Improvements"), and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein)(the "Facility Equipment"; together with the Land and Improvements, the "Company Facility"), to be initially leased by the Agency to the Company and further subleased by the Company to the Sublessees, and Keen's Machine Repair Inc. ("Keen's") and Prime Engineering P.C. ("Prime") (ii) assist with the acquisition and installation therein of certain equipment and personal property (the "Equipment"), which Equipment is to be leased by the Agency to the Sublessees (the Company Facility and the Equipment are collectively referred to herein as the "Facility"), which Facility is to be used by Center for its commercial maintenance business, Mayne for its general construction business, Keen's for making, finishing and repairing machines and machine parts, and Prime for rendering professional engineering services, (b) to grant mortgage liens thereon and security interests therein, and (c) to provide

financial assistance within the meaning of the Act, including the following as they relate to the appointment of the Company or the Sublessees as agents of the Agency with respect to the acquisition, renovation and equipping of the Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, renovation and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, renovation and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under the Facility; and

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

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee, consistent with the policies of the Agency, in the form of (i) exemptions from mortgage recording taxes on mortgages securing an aggregate principal amount presently estimated to be \$992,500.00 but not to exceed \$1,000,000.00, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating, and equipping of the Facility, (ii) exemptions from sales and use taxes on the acquisition, renovation and equipping of the Company Facility, including fixtures, furniture and equipment to be installed in the Company Facility or in connection with the purchase or lease of equipment, building materials, services or other personal property part of or to become part of the Company Facility, in an amount not to exceed \$10,000.00, (iii) exemptions from sales and use taxes on the acquisition and installation of the Equipment, including building materials, services or other personal property, in an amount not to exceed \$10,000.00, and (iv) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), all consistent with the policies of the Agency; and

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

WHEREAS, the Company will sub-sublease portions of the Company Facility to each of the Sublessees under certain Subleases (each, a "Sublease"), by and between the Company and the respective Sublessee; and

WHEREAS, the Company will sub-sublease portions of the Company Facility to each of Keen's and Prime under certain Third Party Subleases (each, a "Third Party Sublease"), by and between the Company and Keen's or Prime; and

WHEREAS, the Agency contemplates the Agency will lease the Equipment to the Sublessees under certain Equipment Lease Agreements (each, an “Equipment Lease Agreement”) for a term of approximately one year, by and between the Agency and the respective Sublessee; and

WHEREAS, the Agency contemplates the Agency, the Company and the Sublessees will enter into a certain Payment-In-Lieu-of- Tax Agreement (the “PILOT Agreement”) in order to define the Company’s and the Sublessees’ obligations regarding payments in lieu of taxes with respect to the Facility; and

WHEREAS, the Agency contemplates the Agency, the Company and the Sublessees will enter into a certain Recapture Agreement (the “Recapture Agreement”) in order to provide assurances with respect to the recapture of certain benefits granted under or by virtue of the PILOT Agreement, the Lease Agreement, the Equipment Lease Agreements and other agreements, including mortgage recording tax exemptions; and

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

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

WHEREAS, a public hearing (the “Hearing”) was held on July 20, 2105, so that all persons with views in favor of, or opposed to either the financial assistance contemplated by the Agency or the location or nature of the facility, could be heard; and

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

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

WHEREAS, the Agency has given due consideration to the application of the Company and the Sublessees and to the representations by the Company and the Sublessees that

the proposed transfer of real estate is either an inducement to the Company and the Sublessees to maintain or expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive position of the Company and the Sublessees in their 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 “SEQRA”), the Agency constitutes a “State Agency”; and

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

WHEREAS, the Questionnaire has been reviewed by the Agency.

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

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

Section 2. The Agency hereby finds and determines:

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

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

c. The leasing of the Land and Improvements by the Agency from the Company, the acquisition, renovation and equipping of the Company Facility, the leasing of the Company Facility to the Company, the subleasing of the Company Facility by the Company to the Sublessees, Keen and Prime, the acquisition and installation of the Equipment,

the leasing of the Equipment to the Sublessees, the providing of financial assistance to the Company and the Sublessees within the meaning of the Act, and the granting of mortgages on, and security interests in, the Facility, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act;

d. Based upon the representations of the Company and the Sublessees:

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

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

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

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

v. The Facility shall not be used for retail sales.

Section 3. The Agency shall, in furtherance of the purposes of the Act, lease the Land and Improvements from the Company, acquire, renovate, equip, repair and maintain the Facility, lease the Company Facility to the Company, authorize the Company to sublease the Company Facility to the Sublessees, Keen's and Prime, lease the Equipment to the Sublessee, and grant mortgage lien(s) and security interest(s) in the Facility.

Section 4. The Agency hereby authorizes and approves of the following economic benefits to be granted or inure to the benefit of the Company and the Sublessees: (i) exemptions from mortgage recording taxes on mortgages securing an aggregate principal amount presently estimated to be \$992,500.00 but not to exceed \$1,000,000.00, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating, and equipping of the

Facility, (ii) exemptions from sales and uses taxes in an exemptions from sales and use taxes on the acquisition, renovation and equipping of the Company Facility, including fixtures, furniture and equipment to be installed in the Company Facility or in connection with the purchase or lease of equipment, building materials, services or other personal property part of or to become part of the Company Facility, in an amount not to exceed \$10,000.00, (iii) exemptions from sales and use taxes on the acquisition and installation of the Equipment, including building materials, services or other personal property, in an amount not to exceed \$10,000.00, and (iv) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), consistent with the policies of the Agency.

Section 5. Subject to, and conditioned upon, the execution and delivery of, and the acceptance by the Agency of, the Company Lease Agreement, Lease Agreement, the Equipment Lease Agreements, the PILOT Agreement, the Recapture Agreement, the Agency Compliance and Guaranty Agreement, and such other documents as may be required by the Agency, and the closing of the transactions contemplated hereby and thereby, the Company and the Sublessees are hereby appointed the true and lawful agents of the Agency to acquire, renovate and equip the Facility, and are authorized to delegate their status as agents of the Agency to the Company's or a Sublessee's agents, subagents, contractors, subcontractors, suppliers, vendors and other parties as the Company or a Sublessee may choose for the purpose of acquiring, renovating, or equipping the Facility. The appointment described above includes the following activities as they relate to the acquiring, renovating and equipping of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, renovating and equipping the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with acquiring, renovating and equipping the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Facility. This Agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders receipts writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf. The appointment hereunder shall expire upon the earliest of (a) July 31, 2016, (b) completion of the initial acquisition, renovation and equipping of the Facility, and (c) the date on which the Company and the Sublessees, have realized exemptions from sales and use taxes by reason of the Agency's participation in the Project in an aggregate amount of \$20,000.00 or more; provided however, such appointments may be extended and the amounts of the exemptions may be increased at the sole discretion of the Agency, upon the written request of the Company or a Sublessee, if such activities and improvements are not completed by such time or the additional sales and uses tax exemptions are necessary. The aforesaid agency appointments expressly exclude the Company and the Sublessees from purchasing motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets.

Section 6. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed to, on behalf of and in the name of the Agency,

execute, deliver and perform a Company Lease Agreement, Lease Agreement, Equipment Lease Agreements, PILOT Agreement, Recapture Agreement, Agency Compliance and Guaranty Agreement, Mortgage (including replacements, substitutions, extensions and additions to such Mortgages) with a limitation of the Agency's liability thereunder, and other instruments, as above contemplated and in such form and containing such terms, conditions and provisions as the person executing same on behalf of the Agency shall deem necessary or desirable, and shall approve, such necessity, desirability, and approval, to be conclusively evidenced by his or her execution and delivery thereof.

Section 7. The Company and the Sublessees hereby agree to comply with Section 875 of the Act. The Company and the Sublessees further agree that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company and Sublessees as agent of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement.

Section 8. Weinberg Gross & Pergament LLP are hereby appointed Transaction Counsel to the Agency, and is authorized and directed to work with Counsel to the Company, Sublessees and others, to prepare, for submission to the Agency, all documents necessary to effect the transaction described in these resolutions.

Section 9. Any and all acts, instruments, and other writings heretofore or hereafter performed and/or executed and delivered by any one or more of the Chairman, Chief Executive Officer or any member of the Agency, pursuant to the several foregoing resolutions, for and on behalf of and in the name of the Agency, in connection with the transactions contemplated thereby, be and the same hereby are, in all respects ratified, confirmed and approved.

Section 10. The documents, including the proposed Company Lease Agreement, Lease Agreement, Equipment Lease Agreements, PILOT Agreement, Recapture Agreement, Agency Compliance and Guaranty Agreement and Mortgage, promptly following the execution, and delivery thereof, be identified by any of the Chairman, Chief Executive Officer or any member of the Agency by his or her endorsement thereon and when so identified be filed with the official records of the Agency.

Section 11. The Chairman, Chief Executive Officer, Counsel to the Agency or any member of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Company and the Sublessees and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 12. This resolution shall take effect immediately.

EXHIBIT A

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

July ___, 2015

Year	PILOT Amount	Tax w/out IDA	Tax Savings
2016/2017	\$21,225.00	\$42,450.00	\$21,225.00
2017/2018	\$21,650.00	\$43,300.00	\$21,650.00
2018/2019	\$22,085.00	\$44,170.00	\$22,085.00
2019/2020	\$22,525.00	\$45,050.00	\$22,525.00
2020/2021	\$22,975.00	\$45,950.00	\$22,975.00
2021/2022	\$23,435.00	\$46,870.00	\$23,435.00
2022/2023	\$23,905.00	\$47,810.00	\$23,905.00
2023/2024	\$24,380.00	\$48,760.00	\$24,380.00
2024/2025	\$24,870.00	\$49,740.00	\$24,870.00
2025/2026	\$25,365.00	\$50,730.00	\$25,365.00