

Date: March 21, 2012

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”) held at Town of Brookhaven Department of Economic Development, 1 Independence Hill, 3rd Floor, Farmingville, New York on the 21st day of March, 2012, the following members of the Agency were:

Present: Frederick C. Braun, III
Gasper C. Celauro
Joseph R. Kessel
Ronald J. LaVita
John Rose
Ann-Marie Scheidt

Absent: Peter G. Moloney

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

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the authorization of mortgage refinancing and the execution of related loan documents in connection with a certain industrial development facility more particularly described below (BKP Realty Associates, LLC/Omega Moulding Company, Ltd. 2003 Facility)

Voting Aye

Braun
Celauro
Kessel
LaVita
Rose
Scheidt

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING
MORTGAGE FINANCING AND THE EXECUTION AND
DELIVERY OF LOAN DOCUMENTS IN CONNECTION
THEREWITH FOR THE BKP REALTY ASSOCIATES,
LLC/OMEGA MOULDING COMPANY, LTD. 2003 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 Agency previously provided its assistance to BKP Realty Associates, LLC, a limited liability company organized and existing under the laws of the State of New York (the "**Company**") consisting of the acquisition of an approximately 10.5 parcel of land located on the southerly side of Horseblock Road between Sawgrass Drive and Pinehurst Drive, in the Village of Bellport, Town of Brookhaven, Suffolk County, New York, upon which an approximately 130,000 square foot building was constructed and leased by the Agency to the Company and subleased by the Company to, and used by, Omega Moulding Company, Ltd., a business corporation organized and existing under the laws of the State of New York (the "**Sublessee**"), for the manufacturing, importing and distribution of stock and custom wood and pre-finished mouldings and frames (the "**Facility**"); and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of February 1, 2003 (the "**Original Lease Agreement**"), by and between the Agency and the Company, a memorandum of Lease Agreement was to be recorded in the Suffolk County Clerk's office, and which Lease Agreement was amended pursuant to an Amendment of Lease Agreement, dated August 1, 2004 (the "**Amendment to Lease**"; and, together with the Original Lease Agreement, the "**Lease Agreement**"), between the Agency and the Company, to reflect a refinancing of the Facility, which Amendment to Lease was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, the Company currently subleases the Facility to the Sublessee pursuant to a certain Sublease Agreement, dated as of February 1, 2003 (the "**Sublease Agreement**"), by and between the Company and the Sublessee, a memorandum of Sublease Agreement was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, the Agency previously consented to a request from the Company in connection with a refinancing of the acquisition, construction and equipping of the Facility consisting of: (i) entering into a certain Mortgage, dated August 25, 2004 (the "**2004 Mortgage**"), from the Company and the Agency to General Electric Capital Corporation (the "**Bank**"), securing a principal amount of \$4,400,000, which 2004 Mortgage constitutes a first mortgage lien on the Facility; and (ii) entering into a certain Mortgage (the "**Second Mortgage**"), from the Company and the Agency to Empire State Development Corporation a/k/a

Job Development Authority (the "**Second Mortgagee**"), securing a principal amount of \$3,520,000, which Second Mortgage constitutes a second mortgage lien on the Facility; and

WHEREAS, the Company desires to refinance the higher interest rate bearing 2004 Mortgage with a lower, fixed rate loan and has requested that the Agency join with the Company in executing and delivering to TD Bank, N.A., or another lender selected by Company (collectively, the "**Lender**"), to be secured by a mortgage or mortgages, and/or an assignment of leases and rents, and/or a security agreement, in an amount presently estimated to be \$3,950,000 not to exceed \$4,400,000 (collectively, the "**2012 Mortgage**"), and such other loan documents, satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably requested by the Lender in connection with the financing and refinancing of the acquisition, construction and equipping of the Facility (collectively, the "**Loan Documents**"); and

WHEREAS, in connection with such refinancing, the 2004 Mortgage will be satisfied in full and released from the public record, the Second Mortgage will remain in place and the Company will request that the Second Mortgagee subordinate its Second Mortgage in favor of the 2012 Mortgage; and

WHEREAS, the Company and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the financing or refinancing of the acquisition, construction and equipping of the Facility;

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The financing or refinancing of the acquisition, construction and equipping of the Facility is reasonably necessary to maintain the competitive positions of the Company and the Sublessee in their respective industry; and

(e) Based upon representations of the Company, 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 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 assist in the financing or refinancing of the acquisition, construction and equipping of the Facility; and

(g) The Loan Documents, including the 2012 Mortgage, will be effective instruments whereby the Agency and the Company agree to secure the Loan made to the Company by the Lender.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) grant a mortgage on and security interest in and to the Facility pursuant to the 2012 Mortgage and the Loan Documents, (ii) execute, deliver and perform the 2012 Mortgage and the Loan Documents, and (iii) execute, deliver and perform such other related documents as may be necessary or appropriate to effect the Loan or any subsequent refinancing of the Loan.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the 2012 Mortgage and the Loan Documents and such other related documents as may be necessary or appropriate to effect the Loan or any subsequent refinancing of the Loan, and all acts heretofore taken by the Agency with respect to such financing or refinancing are hereby approved, ratified and confirmed; provided that the form and substance of the 2012 Mortgage and the Loan Documents, and such other related documents, respectively, shall be satisfactory in all material respects to Counsel to the Agency and Transaction Counsel and to the officer of the Agency executing the 2012 Mortgage and the Loan Documents, and such other related documents.

Section 4.

(a) The Chairman, the Vice Chairman, the Chief Executive Officer, and all members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the 2012 Mortgage and the Loan Documents in the form(s) the Chairman, the Vice Chairman, the Chief Executive Officer or any member of the Agency shall approve, and such other related documents respectively, 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 Vice Chairman, the Chief Executive Officer or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, the Vice Chairman, the Chief Executive Officer and all members 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 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 6. This resolution shall take effect immediately.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the “**Agency**”), including the resolutions contained therein, held on the 21st day of March, 2012, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 21st day of March, 2012.

By
Secretary

Date: November 19, 2014

At a meeting of the Town of Brookhaven Industrial Development Agency (the “**Agency**”), held at 1 Independence Hill, Farmingville, New York 11738 on the 19th day of November, 2014, the following members of the Agency were:

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

Absent: Scott Middleton

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

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on proposed the authorization of mortgage financing and the execution of related loan documents in connection with a certain industrial development facility more particularly described below (BKP Realty Associates, LLC/Omega Moulding Company, Ltd. Facility) and approving the execution and delivery of related documents.

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

Voting Aye

Braun

Callahan

Grucci

Kelly

Scheidt

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING A
MORTGAGE FINANCING AND THE EXECUTION AND
DELIVERY OF LOAN DOCUMENTS IN CONNECTION
THEREWITH FOR THE BKP REALTY ASSOCIATES, LLC,
OMEGA MOULDING COMPANY, LTD. FACILITY AND
APPROVING THE FORM, SUBSTANCE, EXECUTION AND
DELIVERY OF SUCH 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 the same may be amended from time to time (collectively, the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”), was created with the authority and power among other things, to assist with certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously assisted in the acquisition of an approximately 10.5 acre parcel of land located at 1 Sawgrass Drive, Bellport, New York (the “**Land**”), and the construction and equipping thereon of an approximately 130,000 square foot building including, without limitation, the furnishing and equipping of corporate office and warehouse space (the “**Improvements and Equipment**”; and, together with the Land, the “**Facility**”), which Facility is being leased by the Agency to BKP Realty Associates, LLC, a limited liability company organized and existing under the laws of the State of New York (the “**Company**”), and subleased by the Company to, and used by, Omega Moulding Company, Ltd., a business corporation organized and existing under the laws of the State of New York and/or its affiliates (collectively, the “**Sublessee**”), for the manufacturing, importing and distribution of stock and custom wood and pre-finished mouldings, frames and picture frame hardware; and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of February 1, 2003 (the “**Original Lease Agreement**”), between the Agency and the Company, a memorandum of which Original Lease Agreement was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Company subleased the Original Facility to the Sublessee pursuant to and in accordance with a certain Sublease Agreement, dated as of February 1, 2003 (the “**Sublease Agreement**”), between the Company and the Sublessee, and a memorandum of which Sublease Agreement was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, in connection with the leasing and the subleasing of the Original Facility, the Agency, the Company and the Sublessee entered into a Payment-in-Lieu-of-Tax Agreement, dated as of February 1, 2003 (the “**Original PILOT Agreement**”), whereby the Company and the Sublessee agreed to make certain payments-in-lieu-of real property taxes on the Original Facility (as defined therein); and

WHEREAS, in connection with the leasing and the subleasing of the Original Facility, the Agency, the Company and the Sublessee entered into an Environmental

Compliance and Indemnification Agreement, dated as of February 1, 2003 (the “**Environmental Compliance and Indemnification Agreement**”), whereby the Company and the Sublessee agreed to comply with all Environmental Laws (as defined therein) applicable to the Original Facility; and

WHEREAS, the Agency previously consented to a request from the Company to amend the Original Lease Agreement pursuant to the terms of an Amendment of Lease Agreement, dated as of February 1, 2004 (the “**Amendment of Lease**”), to reflect a refinancing by the Company with the First Mortgagee and the Second Mortgagee (as defined therein); and

WHEREAS, the Agency previously consented to a request from the Company and the Sublessee in connection with an extension of the abatement of real property taxes on the Facility for a term of up to five (5) additional years (the “**PILOT Extension**”); and

WHEREAS, the Company has now requested the Agency’s consent to enter into a refinancing with Manufacturers and Traders Trust Company or such other lender as may be determined (the “**Lender**”), with respect to the Facility in the aggregate principal amount presently estimated to be \$5,000,000 (the “**2014 Loan**”); and

WHEREAS, as security for such 2014 Loan being made to the Company by the Lender, the Company has submitted a request to the Agency that it join with the Company in executing and delivering to the 2014 Lender one or more mortgages and such other loan documents, satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably requested by the 2014 Lender (the “**2014 Loan Documents**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company, consistent with the policies of the Agency, in the form of exemptions from mortgage recording taxes securing the principal amount presently estimated to be \$5,000,000 but not to exceed \$6,000,000 in connection with the financing or refinancing 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; and

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

WHEREAS, the Company and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the financing or refinancing of the Facility and the continued leasing and subleasing of the Facility.

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

Section 1. The Agency hereby finds and determines:

- (a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act.
- (b) The Facility continues to constitute a “project”, as such term is defined in the Act.
- (c) The financing or refinancing of the acquisition, construction and equipping of the Facility 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.
- (d) The financing or refinancing of the acquisition, construction and equipping of the Facility as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Company in its industry.
- (e) Based upon representations of the Company and counsel to the Company, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local land use plans for the area in which the Facility is located.
- (f) It is desirable and in the public interest for the Agency to assist in the financing or refinancing of the acquisition, construction and equipping of the Facility.
- (g) The 2014 Loan Documents will be effective instruments whereby the Agency and the Company agree to secure the 2014 Loan and assign to the 2014 Lender their respective rights under the Lease Agreement (except the Agency’s Unassigned Rights as defined therein).

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) grant a mortgage on and security interest in and to the Facility pursuant to a certain mortgage and security agreement for the benefit of the Lender (the “**2014 Mortgage**”), (ii) execute, deliver and perform the 2014 Mortgage, and (iii) execute, deliver and perform such other related documents, that the Agency is a party, as may be necessary or appropriate to effect the 2014 Loan or any subsequent refinancing of the 2014 Mortgage.

Section 3. Subject to the provisions of this resolution and the Lease Agreement, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the 2014 Loan Documents and such other related documents as may be necessary or appropriate to effect the 2014 Loan, or any subsequent refinancing of the 2014 Loan, and all acts heretofore taken by the Agency with respect to such financing or refinancing are hereby approved, ratified and confirmed.

Section 4. Subject to the provisions of this resolution and the Lease Agreement, the Agency hereby authorizes and approves the following economic benefits to be granted to

the Company in the form of exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$5,000,000 but not to exceed \$6,000,000, in connection with the financing or refinancing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility.

Section 5. Subject to the provisions of this resolution and the Lease Agreement, (a) the Chairman, Chief Executive Officer, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the 2014 Loan Documents together with such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “**Agency Documents**”). The execution thereof by the Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval; and

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

Section 6. Subject to the provisions of this resolution and the Lease Agreement, the officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 7. Any expenses incurred by the Agency with respect to the financing or refinancing of the Facility shall be paid by the Company. By acceptance hereof, the Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the financing or refinancing of the Facility.

Section 8. This resolution shall take effect immediately.

ADOPTED: November 19, 2014

ACCEPTED: _____ 2014

BKP REALTY ASSOCIATES, LLC

By: _____

Name:

Title:

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the “**Agency**”), including the resolutions contained therein, held on November 19, 2014, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 19th day of November, 2014.

By: _____
Secretary

Date: October 15, 2014

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held at 1 Independence Hill, 3rd Floor, Farmingville, New York 11738 on the 15th day of October, 2014 the following members of the Agency were:

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

Absent:

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

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action pertaining to the modification and extension of certain payment-in-lieu-of tax benefits for a certain industrial development facility more particularly described below (BKP Realty Associates, LLC/Omega Moulding Company, Ltd. Facility).

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

Voting Aye

Braun
Callahan
Grucci
Kelly
Middleton
Scheidt

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE
MODIFICATION AND EXTENSION OF THE PILOT
BENEFITS OF A CERTAIN INDUSTRIAL DEVELOPMENT
FACILITY FOR BKP REALTY ASSOCIATES, LLC AND
OMEGA MOULDING COMPANY, LTD., AUTHORIZING THE
EXECUTION AND DELIVERY OF A LEASE AMENDMENT
AND AN AMENDED AND RESTATED PAYMENT-IN-LIEU
OF TAX AGREEMENT AND APPROVING THE FORM,
SUBSTANCE AND EXECUTION AND DELIVERY OF
RELATED DOCUMENTS.

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

WHEREAS, the Agency previously assisted in the acquisition of an approximately 10.5 acre parcel of land located at 1 Sawgrass Drive, Bellport, New York (the "**Land**"), and the construction and equipping thereon of an approximately 130,000 square foot building including, without limitation, the furnishing and equipping of corporate office and warehouse space (the "**Improvements and Equipment**"; and, together with the Land, the "**Facility**"), which Facility is being leased by the Agency to BKP Realty Associates, LLC, a limited liability company organized and existing under the laws of the State of New York (the "**Company**"), and subleased by the Company to, and used by, Omega Moulding Company, Ltd., a business corporation organized and existing under the laws of the State of New York and/or its affiliates (collectively, the "**Sublessee**"), for the manufacturing, importing and distribution of stock and custom wood and pre-finished mouldings, frames and picture frame hardware; and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of February 1, 2003 (the "**Original Lease Agreement**"), between the Agency and the Company, a memorandum of which Original Lease Agreement was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, the Company subleased the Original Facility to the Sublessee pursuant to and in accordance with a certain Sublease Agreement, dated as of February 1, 2003 (the "**Sublease Agreement**"), between the Company and the Sublessee, and a memorandum of which Sublease Agreement was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, in connection with the leasing and the subleasing of the Original Facility, the Agency, the Company and the Sublessee entered into a Payment-in-Lieu-of-Tax Agreement, dated as of February 1, 2003 (the "**Original PILOT Agreement**"), whereby the Company and the Sublessee agreed to make certain payments-in-lieu-of real property taxes on the Original Facility (as defined therein); and

WHEREAS, in connection with the leasing and the subleasing of the Original Facility, the Agency, the Company and the Sublessee entered into an Environmental Compliance and Indemnification Agreement, dated as of February 1, 2003 (the "**Environmental Compliance and Indemnification Agreement**"), whereby the Company and the Sublessee agreed to comply with all Environmental Laws (as defined therein) applicable to the Original Facility; and

WHEREAS, the Agency previously consented to a request from the Company to amend the Original Lease Agreement pursuant to the terms of an Amendment of Lease Agreement, dated as of February 1, 2004 (the "**Amendment of Lease**"), to reflect a refinancing by the Company with the First Mortgagee and the Second Mortgagee (as defined therein); and

WHEREAS, the Company and the Sublessee have now requested the Agency's assistance in connection with an extension of the abatement of real property taxes on the Facility for a term of up to five (5) additional years (the "**PILOT Extension**"); and

WHEREAS, the PILOT Extension will permit the Company and the Sublessee to retain the more than 100 jobs at the Facility and to provide the Company and the Sublessee with much needed economic relief as the expenses and costs of doing business on Long Island increases each year; and

WHEREAS, the PILOT Extension shall coincide with the terms of the Original Lease Agreement, as amended by the Amendment of Lease, as further amended pursuant to a certain Second Amendment of Lease, dated as of October 1, 2014 or such other date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the "**Second Amendment of Lease**"); and, together with the Original Lease and the Amendment of Lease, the "**Lease Agreement**"), between the Agency and the Company; 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 the PILOT Extension, consistent with the policies of the Agency, all pursuant to a certain Amended and Restated PILOT Agreement, dated as of October 1, 2014 or such other date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the "**Amended and Restated PILOT**"); and, together with the Original PILOT Agreement, the "**PILOT Agreement**"); 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, a public hearing (the "**Hearing**") was held on September 26, 2014, 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 September 15, 2014, and such notice (together with proof of publication) is substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the minutes of the Hearing will be annexed hereto as Exhibit B; and

WHEREAS, the Agency has given due consideration to the application of the Company and the Sublessee and to the representations by the Company and the Sublessee that the actions of the Agency as contemplated by this resolution, the Second Amendment of Lease and the Amended and Restated PILOT Agreement, are either an inducement to the Company and the Sublessee to maintain and expand the Facility in the Town of Brookhaven or are necessary to maintain the competitive positions of the Company and the Sublessee in their respective industries; and

WHEREAS, the Company and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the PILOT Extension and the continued leasing of the Facility to the Company; and

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

Section 1. The Agency hereby finds and determines:

- (a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act;
- (b) The Facility constitutes a "project", as such term is defined in the Act;
- (c) The continued leasing of the Facility by the Agency to the Company and further subleasing by the Company to the Sublessee will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act;
- (d) Based upon representations of the Company, the Sublessee and their counsel, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local land use plans for the area in which the Facility are located;
- (e) The Facility and the operations conducted therein does not have a significant effect on the environment, as determined in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder;
- (f) The Agency has determined that the proposed PILOT Extension will promote and further the purposes of the Act;

(g) It is desirable and in the public interest for the Agency consent to the PILOT Extension and to continue to lease the Facility to the Company for further subleasing of the Facility by the Company to the Sublessee;

(h) The Second Amendment of Lease will be an effective instrument whereby the Agency and the Company agree to extend the term of the Original Lease for a term of up to five (5) years and the Agency will continue to lease the Facility to the Company and the Company will sublease the Facility to the Sublessee; and

(i) The Amended and Restated Payment-in-Lieu-of-Tax Agreement, will be an effective instrument whereby the Agency, the Company and the Sublessee set forth the terms and conditions of the PILOT Extension regarding the Company's and the Sublessee's payments in lieu of real property taxes in connection with the Facility.

Section 2. Subject to the provisions of this resolution, the Agency hereby determines to: (i) grant an extension of the Original Lease Agreement for an additional term of up to five (5) years Facility to the Company pursuant to the Second Amendment of Lease, (ii) execute, deliver and perform the Second Amendment of Lease, and (iii) amend and restate the Original PILOT Agreement pursuant to the Amended and Restated PILOT Agreement to reflect the PILOT Extension, (iv) execute, deliver and perform the Amended and Restated PILOT Agreement.

Section 3. Subject to the provisions of this resolution, the Agency is hereby authorized to grant the PILOT Extension and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Second Amendment of Lease and the Amended and Restated PILOT Agreement 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) are hereby approved.

Section 5. Subject to the provisions of this resolution,

(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 Second Amendment of Lease and the Amended and Restated PILOT Agreement in substantially the form 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 Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Chief Executive Officer, or any member of the Agency is further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency.

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 the Sublessee in connection with the Facility in the form of the PILOT Extension (as set forth in the PILOT Schedule attached as Exhibit C hereof), consistent with the policies of the Agency, consistent with the policies of the Agency.

Section 7. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agree that the PILOT Extension pursuant to the Act is subject to termination and recapture of benefits pursuant to Section 875 of the Act.

Section 8. The law firm of Nixon Peabody LLP is hereby appointed Transaction Counsel to the Agency.

Section 9. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Agency, all documents necessary to effect the described PILOT Extension in the foregoing resolution.

Section 10. 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 11. Any fees, expenses, including without limitation, legal fees and expenses, incurred by the Agency with respect to the Facility shall be paid by the Company and the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such fees and expenses and further agrees to defend and 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 12. This resolution shall take effect immediately.

ADOPTED: October 15, 2014

ACCEPTED: October 23 2014

BKP REALTY ASSOCIATES, LLC

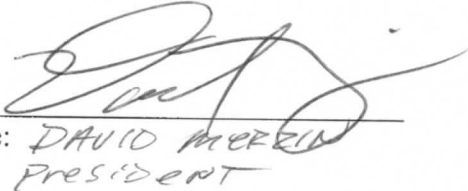
By: _____
Name: _____
Title: _____



OMEGA MOULDING COMPANY, LTD.

By: _____

Name: DAVID MERZIN
Title: PRESIDENT



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

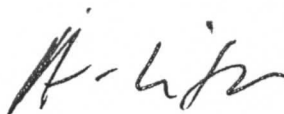
I, the undersigned Secretary of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 15th day of October, 2014, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 15th day of October, 2014.

By: _____



Secretary

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 on the 26th day of September, 2014 at 10:00 a.m., local time, at One Independence Hill, 3rd Floor, Farmingville, New York, in connection with the following matters:

The Town of Brookhaven Industrial Development Agency (the "**Agency**"), has previously assisted in the acquisition of an approximately 10.5 acre parcel of land located at 1 Sawgrass Drive, Bellport, New York (the "**Land**"), and the construction and equipping thereon of an approximately 130,000 square foot building including, without limitation, the furnishing and equipping of corporate office and warehouse space (the "**Improvements and Equipment**"; and, together with the Land, the "**Facility**"), which Facility is being leased by the Agency to BKP Realty Associates, LLC, a limited liability company organized and existing under the laws of the State of New York (the "**Company**"), and subleased by the Company to, and used by, Omega Moulding Company, Ltd., a business corporation organized and existing under the laws of the State of New York and/or its affiliates (collectively, the "**Sublessee**"), for the manufacturing, importing and distribution of stock and custom wood and pre-finished mouldings, frames and picture frame hardware. The Facility is owned by the Company and operated by the Sublessee.

The Company and the Sublessee have requested the Agency's assistance in connection with an extension of the abatement of real property taxes on the Facility for a term of up to five (5) additional years.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of an extension of the abatement of real property taxes for a period of up to five (5) years, 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 the proposed financial assistance to the Company and the Sublessee.

Dated: September 15, 2014

TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: Lisa MG Mulligan
Title: Chief Executive Officer

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
September 26, 2014

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
(BKP Realty Associates, LLC/Omega Moulding Company, Ltd. Facility)

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

2. The Chief Executive Officer then described the location and nature of the Facility to be financed as follows:

The Agency has previously assisted in the acquisition of an approximately 10.5 acre parcel of land located at 1 Sawgrass Drive, Bellport, New York (the "**Land**"), and the construction and equipping thereon of an approximately 130,000 square foot building including, without limitation, the furnishing and equipping of corporate office and warehouse space (the "**Improvements and Equipment**"; and, together with the Land, the "**Facility**"), which Facility is being leased by the Agency to BKP Realty Associates, LLC, a limited liability company organized and existing under the laws of the State of New York (the "**Company**"), and subleased by the Company to, and used by, Omega Moulding Company, Ltd., a business corporation organized and existing under the laws of the State of New York and/or its affiliates (collectively, the "**Sublessee**"), for the manufacturing, importing and distribution of stock and custom wood and pre-finished mouldings, frames and picture frame hardware. The Facility is owned by the Company and operated by the Sublessee.

The Company and the Sublessee have requested the Agency's assistance in connection with an extension of the abatement of real property taxes on the Facility for a term of up to five (5) additional years.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of an extension of the abatement of real property taxes for a period of up to five (5) years, consistent with the policies of the Agency

3. The hearing officer then opened up the hearing for comments from the floor for or against the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

Not applicable.

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



Chief Executive Officer

EXHIBIT C

Form of Proposed PILOT Benefits

Formula for In-Lieu-of-Taxes Payment: 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), Suffolk County, Longwood Central School District and Appropriate Special Districts

Land Assessed Value	5,010.00
Building Assessed Value	67,790.00
Total Assessed Value	72,800.00
Tax Rate	315.396
Tax Rate Increase	2%

Year	Increase	Tax Rate	Land AV	Building AV	Pilot AV	Pilot Payment
Base	0%	\$315.50	5,010	67,790	5,010	\$ 15,801.34
1	20%	321.70	5,010	67,790	18,568	59,733.98
2	40%	328.14	5,010	67,790	32,126	105,417.61
3	60%	334.70	5,010	67,790	45,684	152,904.69
4	80%	341.39	5,010	67,790	59,242	202,249.09
5	100%	348.22	5,010	67,790	72,800	253,506.10

Date: August 29, 2018

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held on the 29th day of August, 2018, the Town of Brookhaven Division of Economic Development, 1 Independence Hill, 2nd Floor, Farmingville, New York 11738, the following members of the Agency were:

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

Recused:

Absent: Scott Middleton
Gary Pollakusky
Ann-Marie Scheidt

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

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the proposed mortgage financing and the execution of related loan documents in connection with a certain industrial development facility more particularly described below (BKP Realty Associates, LLC/Omega Moulding Company Ltd. Facility) and approving the execution and delivery of related documents.

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

Voting Aye

Braun
Callahan
Grucci
Kelly

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY AUTHORIZING MORTGAGE
FINANCING AND THE EXECUTION AND DELIVERY OF LOAN
DOCUMENTS IN CONNECTION THEREWITH FOR THE BKP
REALTY ASSOCIATES, LLC, OMEGA MOULDING COMPANY,
LTD. FACILITY AND APPROVING THE FORM, SUBSTANCE,
EXECUTION AND DELIVERY OF SUCH 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 the same may be amended from time to time (collectively, the "**Act**"), the Town of Brookhaven Industrial Development Agency (the "**Agency**"), was created with the authority and power among other things, to assist with certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously assisted in the acquisition of an approximately 10.5 acre parcel of land located at 1 Sawgrass Drive, Bellport, New York (the "**Land**"), and the construction and equipping thereon of an approximately 130,000 square foot building including, without limitation, the furnishing and equipping of corporate office and warehouse space (the "**Improvements and Equipment**"; and, together with the Land, the "**Facility**"), which Facility is being leased by the Agency to the Company and subleased by the Company to, and used by, the Omega Moulding Company, Ltd. (the "**Sublessee**"), for the manufacturing, importing and distribution of stock and custom wood and pre-finished mouldings, frames and picture frame hardware; and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of February 1, 2003 (the "**Original Lease Agreement**"), between the Agency and the Company, a memorandum of which Original Lease Agreement was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, the Company subleased the Facility to the Sublessee pursuant to and in accordance with a certain Sublease Agreement, dated as of February 1, 2003 (the "**Sublease Agreement**"), between the Company and the Sublessee, and a memorandum of which Sublease Agreement was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Agency, the Company and the Sublessee entered into a Payment-in-Lieu-of-Tax Agreement, dated as of February 1, 2003 (the "**Original PILOT Agreement**"), whereby the Company and the Sublessee agreed to make certain payments-in-lieu-of real property taxes on the Facility (as defined therein); and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Agency, the Company and the Sublessee entered into an Environmental Compliance and Indemnification Agreement, dated as of February 1, 2003 (the "**Environmental Compliance and Indemnification Agreement**"), whereby the Company and the Sublessee agreed to comply with all Environmental Laws (as defined therein) applicable to the Facility; and

WHEREAS, the Agency previously consented to a request from the Company to amend the Original Lease Agreement pursuant to the terms of an Amendment of Lease Agreement, dated as of February 1, 2004 (the “**Amendment of Lease**”), to reflect a refinancing by the Company with the First Mortgagee and the Second Mortgagee (as defined therein); and

WHEREAS, the Company and the Sublessee previously requested the Agency’s assistance in connection with an extension of the abatement of real property taxes on the Facility for a term of up to five (5) additional years (the “**PILOT Extension**”); and

WHEREAS, the Agency agreed to provide financial assistance to the Company and the Sublessee in the form of a modification and extension of current abatements of real property taxes on the Facility, which extension shall be for an additional period of five (5) years, consistent with the policies of the Agency; and

WHEREAS, the financial assistance with respect to the extension of abatement of real property taxes deviated from the Issuer’s Uniform Tax Exemption Policy (the “**Policy**”) adopted on February 8, 1999, as amended to date, because the Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of November 1, 2014 (the “**Amended and Restated PILOT Agreement**”; and, together with the Original PILOT Agreement, the “**PILOT Agreement**”), by and among the Agency, the Company and the Sublessee, extends the term of the Original PILOT Agreement for five (5) years; and

WHEREAS, the PILOT Extension coincides with the terms of the Original Lease Agreement, as amended by the Amendment and Modification Agreement (the Original Lease Agreement, the Amendment of Lease and this Amendment and Modification Agreement are collectively, the “**Lease Agreement**”); and

WHEREAS, the Company and the Agency previously mortgaged their respective interests in the Facility to M&T Bank (the “**Lender**”) by entering into a Mortgage and Security Agreement, dated on or about December 17, 2014 (the “**2014 Mortgage**”), from the Agency and the Company to the Bank, securing the principal amount of \$5,000,000 (the “**2014 Loan**”); and

WHEREAS, the Company has now requested that the Agency consent to enter into an additional financing or refinancing with Lender with respect to the Facility in the additional principal amount presently expected to be \$1,250,000 but not to exceed \$1,400,000 (the “**2018 Loan**”); and

WHEREAS, as security for such 2018 Loan being made to the Company by the Lender, the Company has submitted a request to the Agency that it join with the Company in executing and delivering to the Lender one or more mortgages and such other loan documents, satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably requested by the Lender (the “**2018 Loan Documents**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of exemptions from mortgage recording taxes, to the extent allowed by law, for one or more mortgages securing the principal amount presently estimated to be \$1,250,000 but not to exceed \$1,400,000 in connection with the financing or refinancing 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; and

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

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the financing or refinancing of the Facility and the continued leasing and subleasing of the Facility.

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

Section 1. The Agency hereby finds and determines:

- (a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act.
- (b) The Facility continues to constitute a “project”, as such term is defined in the Act.
- (c) The Facility preserves the public purposes of the Act by increasing the number of private sector jobs in the Town of Brookhaven.
- (d) The financing or refinancing of the acquisition, renovation and equipping of the Facility 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.
- (e) The financing or refinancing of the acquisition, renovation and equipping of the Facility as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Company in its industry.
- (f) Based upon representations of the Company and counsel to the Company, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local land use plans for the area in which the Facility is located.
- (g) It is desirable and in the public interest for the Agency to assist in the financing or refinancing of the acquisition, construction and equipping of the Facility.
- (h) The 2018 Loan Documents will be effective instruments whereby the Agency and the Company agree to secure the 2018 Loan and assign to the Lender their

respective rights under the Lease Agreement (except the Agency's Unassigned Rights as defined therein).

Section 2.

In consequence of the foregoing, the Agency hereby determines to: (i) grant a mortgage on and security interest in and to the Facility pursuant to a certain mortgage and security agreement for the benefit of the Lender (the "**2018 Mortgage**"), (ii) execute, deliver and perform the 2018 Mortgage, and (iii) execute, deliver and perform the 2018 Loan Document to which the Agency is a party, as may be necessary or appropriate to effect the 2018 Loan or any subsequent refinancing of the 2018 Mortgage.

Section 3. Subject to the provisions of this resolution and the Lease Agreement, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the 2018 Loan Documents and 2018 Mortgage, and such other related documents as may be necessary or appropriate to effect the 2018 Loan, or any subsequent refinancing of the 2018 Loan, and all acts heretofore taken by the Agency with respect to such financing or refinancing are hereby approved, ratified and confirmed.

Section 4. Subject to the provisions of this resolution and the Lease Agreement, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company in the form of exemptions from mortgage recording taxes, to the extent allowed by law, for one or more mortgages securing the principal amount presently estimated to be \$1,250,000 but not to exceed \$1,400,000 in connection with the financing or refinancing 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.

Section 5.

(a) Subject to the provisions of this resolution and the Lease Agreement; the Chairman, Chief Executive Officer, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the 2018 Mortgage and 2018 Loan Documents, together with such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval; and

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

Section 6. Subject to the provisions of this resolution and the Lease Agreement, the officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further

acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 7. Any expenses incurred by the Agency with respect to the financing or refinancing of the Facility shall be paid by the Company. The Company has 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 financing or refinancing of the Facility.

Section 8. This resolution shall take effect immediately.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the “**Agency**”), including the resolutions contained therein, held on the 29th day of August, 2018, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 29th day of August, 2018.

By  _____
Assistant Secretary