

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO, AND APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF, A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY TO BE LEASED TO THE NICSTENIK LLC AND/OR REGENT TEK INDUSTRIES, INC. AND/OR ANY OF THE PRINCIPALS OF NICSTENIK LLC AND/OR REGENT TEK INDUSTRIES, INC. AND/OR OTHER ENTITY TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, AND TAKING OFFICIAL ACTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENTS PERTAINING TO THE 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, **NICSTENIK LLC**, a New York limited liability company on behalf of itself and/or the principals of **NICSTENIK LLC** and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company"), and **REGENT TEK INDUSTRIES, INC.**, a New York business corporation on behalf of itself and/or the principals of **REGENT TEK INDUSTRIES, INC.** and/or an entity formed or to be formed on behalf of any of the foregoing (the "Sublessee"), have applied to the Agency for assistance in connection with: (a) the acquisition of an approximately 1.357 acre parcel of land (the "Land"), together with the acquisition and renovation of the 17,500 square foot building and other improvements thereon (the "Improvements"), and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the "Facility Equipment"), located or to be located at 202 Mastic Boulevard East, Shirley, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-851.00-06.00-034.004 and 035.000) (collectively, the Land, Improvements and Facility Equipment may be referred to as the "Company Facility"), to be leased to the Agency by the Company, subleased by the Agency to the Company, and further subleased by the Company to the Sublessee, and (b) the acquisition of certain equipment and personal property (the "Equipment," together with the Company Facility, the "Facility") to be leased by the Agency to the Sublessee; which Facility is to be used by the Sublessee for the manufacture and distribution of thermoplastic road marking materials and related products (the "Project"), including the following as they relate 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, 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 Sublessee, consistent with the policies of the Agency, in the form of (i) exemptions from mortgage recording taxes, to the extent allowable under applicable law, on mortgages securing an aggregate principal amount presently estimated to be \$2,262,000.00, but not to exceed \$2,750,000.00, 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, renovating and equipping of the Facility, including fixtures, furniture and equipment to be installed in the Facility or in connection with the acquisition, installation, purchase or lease of the Equipment and equipment, building materials, services or other personal property part of or to become part of the Facility, in an amount not to exceed \$38,500.00, and (iii) 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

WHEREAS, the Agency contemplates that it will sublease the Company Facility to the Company under a certain Lease and Project Agreement (the "Lease Agreement") for a term of approximately ten (10) years, by and between the Agency and the Company, which Lease Agreement provides, inter alia, for the Company's obligations regarding payments in lieu of taxes with respect to the Facility, and assurances of the Company with respect to the recapture of certain benefits, including sales and use tax and mortgage recording tax exemptions, granted under or by virtue of the Lease Agreement and other agreements; and

WHEREAS, the Company will sub-sublease the Company Facility to the Sublessee under a certain sublease (the "Sublease"), by and between the Company and the Sublessee; and

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

WHEREAS, the Agency contemplates the Agency will lease the Equipment to the Sublessee under a certain Equipment Lease and Project Agreement (the "Equipment Lease Agreement") for a term of approximately ten (10) years, by and between the Agency and the Sublessee; and

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

WHEREAS, in order to finance a portion of the costs of the Project, the Company anticipates obtaining loans from a lender or lenders (collectively, the “Lender”), and in order to secure the obligations of the Company and/or others to the Lender, the Agency contemplates that, at the request of the Company and/or the Sublessee, the Agency, the Company and/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 Facility to the lien of the Mortgage; and

WHEREAS, a public hearing (the “Hearing”) was held on September 12, 2017, 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 to the representations by the Company and the Sublessee that the proposed Facility is either an inducement to the Company and the Sublessee to maintain or expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive position of the Company and the Sublessee in their industries; 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 an Environmental Assessment Form and related documents (the “Questionnaire”) with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency.

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 the Sublessee and reviewed by the Agency and other representations and information furnished by the Company and the Sublessee regarding the Facility, the Agency determines that action relating to the acquisition, renovation, equipping and operation of the Facility is an "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 and subleasing of the Company Facility by the Agency to the Company, the subleasing of the Company Facility by the Company to the Sublessee, the acquisition and installation of the Equipment, the leasing of the Equipment by the Agency to the Sublessee, the providing of financial assistance to the Company and the Sublessee 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; and

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

e. Based upon the representations of the Company and the Sublessee:

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 Sublessee to maintain and expand their operations within the State of New York, and to preserve the competitive positions of the Company and the Sublessee, and shall not result in the removal of a facility or plant of the Company or the Sublessee 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 Sublessee located within the State except, if set forth in the Company's and Sublessee's application, for the purpose of discouraging the Company and the Sublessee from removing such other plant or facility to a location outside the State or to preserve the competitive position of the Company and the Sublessee in their respective industries;

v. The Facility shall not be used in making retail sales; and

f. It is desirable and in the public interest for the Agency to lease and sublease the Company Facility to the Company and to lease the Equipment to the Sublessee.

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

Section 4. The Agency is hereby authorized to, and shall, in furtherance of the purposes of the Act, lease the Land and Improvements from the Company, acquire, renovate, equip, repair and maintain the Company Facility, lease and sublease the Company Facility to the Company, acquire and install the Equipment at the Facility, lease the Equipment to the Sublessee, and grant mortgage lien(s) and security interest(s) in the Facility.

Section 5. The Agency hereby authorizes and approves of the following economic benefits to be granted or inure to the benefit of the Company and the Sublessee: (i) exemptions from mortgage recording taxes, to the extent allowable under applicable law, on mortgages securing an aggregate principal amount presently estimated to be \$2,262,000.00, but not to exceed \$2,750,000.00, 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 on the acquisition, renovation, and equipping of the Facility, including fixtures, furniture and equipment to be installed in or at the 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, or appurtenant to, or used in connection with, the Facility, in an amount not to exceed \$38,500.00, and (iii) 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 6. Subject to, and conditioned upon, the execution and delivery by the Company, Sublessee and such others persons as may be required by the Agency, and the acceptance by the Agency in form and substance satisfactory to the Agency, of the Company Lease Agreement, Lease Agreement, the Equipment Lease Agreement, the Agency Compliance 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 Sublessee 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 agent of the Agency to the Company's or Sublessee's agents, subagents, contractors, subcontractors, suppliers, vendors and other parties as the Company or the 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, constructing, 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. The Agency appointments include the power to make, execute, acknowledge and deliver any contracts, orders receipts writings and instructions, as the stated agent 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 appointments hereunder shall expire upon the earliest of (a) November 30, 2018, (b) completion of the initial acquisition, renovation, and equipping of the Facility, and (c) the date on which the aggregate exemptions from sales and use taxes realized by reason of the Agency's participation in the Project equals or exceeds \$38,500.00; provided however, such appointment may be extended and the amount of the exemption may be increased at the sole discretion of the Agency, upon the written request of the Company or the Sublessee, if such activities and improvements are not completed by such time or the additional sales and uses tax exemptions are necessary. The Company and the Sublessee, jointly and severally, shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company or Sublessee, as agent of the Agency. The aforesaid agency appointment expressly exclude the Company and the Sublessee 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 7. 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 Agreement, Agency Compliance Agreement, Mortgage (including construction, permanent and

refinancing mortgages, and replacements, substitutions, extensions and additions to such mortgages) with a limitation of the Agency's liability thereunder, and other certificates, agreements, instruments and documents, as above contemplated or in furtherance of the foregoing, in such form and substance 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. The Chairman, Chief Executive Officer and/or any other member of the Agency are hereby authorized and directed, on behalf of and in the name of the Agency, to pay all fees, charges and expenses incurred, to cause compliance with the terms, conditions and provisions of agreements binding upon the Agency, and to do all such further acts and things, in furtherance of the foregoing as such person shall deem necessary or desirable, and shall approve.

Section 8. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company and the Sublessee as agents of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act, the Lease Agreement or the Equipment Lease Agreement.

Section 9. Weinberg Gross & Pergament LLP are hereby appointed Transaction Counsel to the Agency, and is authorized and directed to work with Counsel to the Company and the Sublessee, and others, to prepare, for submission to the Agency, all documents necessary to effect the transaction described in these resolutions.

Section 10. 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 11. The documents, including the proposed Company Lease Agreement, Lease Agreement, the Equipment Lease Agreement, the Agency Compliance 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 12. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company or the Sublessee. By acceptance hereof, the Company and the Sublessee, jointly and severally, agree to pay such expenses and further agree to indemnify and hold harmless the Agency, its members, directors, employees and agents from and against all claims, suits, actions, proceedings, obligations, damages, liabilities, judgments, costs and expenses, including legal fees and expenses, incurred as a result of action or inaction taken by or on behalf of the Agency in good faith with respect to the Facility.

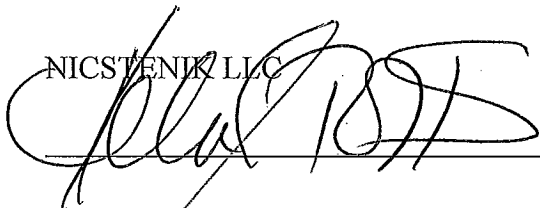
Section 13. The Chairman, Chief Executive Officer, Counsel to the Agency or any member of the Agency are hereby authorized and directed (i) to distribute copies of this

resolution to the Company and the Sublessee, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 14. This resolution shall take effect immediately, and, unless sooner rescinded or amended, shall be deemed rescinded on February at the expiration of four (4) months after the date of the adoption of this resolution if the closing contemplated hereunder has not occurred prior to such expiration, subject to extension at the discretion of the Agency upon the written request of the Company or the Sublessee.

Adopted: September 20, 2017

Accepted: September 20, 2017

NICSTENIK LLC
By:  _____, Member

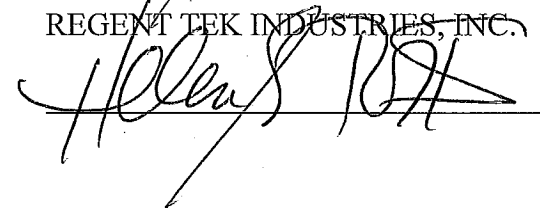
REGENT TEK INDUSTRIES, INC.
By:  _____, President

EXHIBIT A

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

September 20, 2017

<u>Year</u>	<u>PILOT Amount</u>
1	\$15,961
2	\$16,280
3	\$17,270
4	\$18,292
5	\$19,349
6	\$20,441
7	\$21,569
8	\$22,734
9	\$23,936
10	\$25,178