

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION AUTHORIZING AN EXTENSION OF THE COMPLETION DATE FOR UNITED RENTALS REALTY, LLC, INC. 2018 FACILITY, AND THE EXECUTION OF RELATED DOCUMENTS.

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

WHEREAS, United Rentals Realty, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the “**Company**”), previously applied to the Agency to enter into a transaction in which the Agency will assist in the acquisition of a leasehold interest in an approximately 11 acre parcel of land located at 250 Orchard Road, East Patchogue, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-977.80-02.00-012.000 and 013.000) (the “**Land**”), the demolition of existing structures thereon and the acquisition and construction of an approximately 25,000 square foot building to be located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment (the “**Equipment**”; together with the Land and Improvements, the “**Facility**”), to be initially leased by the Agency to the Company and occupied by United Rentals (North America), Inc., a corporation duly organized and validly existing under the laws of the State of Delaware and authorized to conduct business in the State of New York (the “**Sublessee**”), for the warehousing, storage, distribution and repair of commercial and industrial equipment (the “**Project**”); and

WHEREAS, the Agency by resolution duly adopted on July 11, 2018 (the “**Authorizing Resolution**”), authorized the acquisition, demolition, construction and equipping of the Facility and the execution and delivery of the Agency Documents (as defined therein); and

WHEREAS, the Company leased the Facility to the Agency pursuant to a Company Lease Agreement, dated as of November 1, 2018 (the “**Company Lease**”), between the Company and the Agency; and

WHEREAS, the Agency leased the Facility to the Company pursuant to a Lease and Project Agreement, dated as of November 1, 2018 (the “**Original Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Agency appointed the Company as its agent to complete the acquisition, demolition, construction and equipping of the Facility and approved permitted abatement of sales and use tax benefits in the amount not exceed \$229,000.00 on purchases to total not more than \$2,650,000.00; and

WHEREAS, the Company previously submitted its request to the Agency to

increase the permitted abatement of sales and use tax benefits to \$379,500.00 on purchases in an amount not more than \$4,400,000.00 (collectively, the “**Increased Sales Tax Maximum**”); and

WHEREAS, the Agency by resolution duly adopted on January 8, 2020 (the “**Sales Tax Increase Resolution**”), duly authorized the Increased Sales Tax Maximum, and, for such purpose, the execution and delivery of an amendment to the Original Lease Agreement; and

WHEREAS, the Agency and the Company entered into an Amendment to the Original Agreement, dated as of February 21, 2020 (the “**First Lease Amendment Agreement**”); together with the First Lease Amendment Agreement, the “**Lease Agreement**”) to memorialize the Increased Sales Tax Maximum,; and

WHEREAS, in order to complete the costs of the acquisition, demolition, construction and equipping of the Facility the Company has now requested that the extension the Completion Date to March 31 2021 (the “**Completion Date Extension**”), and

WHEREAS, to provide for the Completion Date Extension, the Agency and the Company will enter into a certain Second Lease Amendment Agreement, dated as of October 1, 2020, or such other date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the “**Second Lease Amendment Agreement**”), by and between the Agency and the Company.

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The acquisition, demolition, construction and equipping of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) The Second Lease Amendment Agreement will be an effective

instrument whereby the Agency will grant the Completion Date Extension to the Company.

Section 2. In consequence of the foregoing, the Agency hereby (i) approves the Completion Date Extension, and (ii) approves of, and authorizes the Chairman, the Chief Executive Officer and and/or any other member of the Agency to execute and deliver, the Second Lease Amendment Agreement and such other related documents as may be necessary, appropriate or desirable to effect the Completion Date Extension, and other related documents to be 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. 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 3. Counsel to the Agency and Weinberg, Gross & Pergament LLP, Transaction Counsel to the Agency, are hereby authorized and directed to prepare, for submission to the Agency, the Second Lease Amendment Agreement and all documents necessary to effect the Completion Date Extension described in the foregoing resolution.

Section 5. The Chairman, the Chief Executive Officer, and any member of the Agency are each hereby authorized and directed (i) to distribute copies of this resolution to the Company, 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 6. Company hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to the Authorizing Resolution and the Sales Tax Increase Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Lease Agreement.

Section 7. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such expenses and further agree to 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.

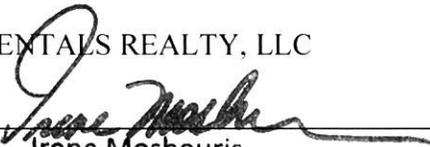
Section 8. This resolution shall take effect immediately.

Adopted: October 21, 2020

Accepted: November 21, 2020

UNITED RENTALS REALTY, LLC

By: _____

Name:  Irene Moshouris

Title: Vice President

and Treasurer

UNITED RENTALS (NORTH
AMERICA), INC.

By: _____

Name:  Irene Moshouris

Title: Senior Vice President
and Treasurer

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION AUTHORIZING AN INCREASE OF THE SALES TAX ABATEMENTS FOR UNITED RENTALS REALTY, LLC, INC. 2018 FACILITY, AND THE EXECUTION OF RELATED DOCUMENTS.

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

WHEREAS, United Rentals Realty, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the “**Company**”), previously applied to the Agency to enter into a transaction in which the Agency will assist in the acquisition of a leasehold interest in an approximately 11 acre parcel of land located at 250 Orchard Road, East Patchogue, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-977.80-02.00-012.000 and 013.000) (the “**Land**”), the demolition of existing structures thereon and the acquisition and construction of an approximately 25,000 square foot building to be located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment (the “**Equipment**”; together with the Land and Improvements, the “**Facility**”), to be initially leased by the Agency to the Company and occupied by United Rentals (North America), Inc., a corporation duly organized and validly existing under the laws of the State of Delaware and authorized to conduct business in the State of New York (the “**Sublessee**”), for the warehousing, storage, distribution and repair of commercial and industrial equipment (the “**Project**”); and

WHEREAS, the Agency by resolution duly adopted on July 11, 2018 (the “**Authorizing Resolution**”), authorized the acquisition, demolition, construction and equipping of the Facility and the execution and delivery of the Agency Documents (as defined therein); and

WHEREAS, the Company leased the Facility to the Agency pursuant to a Company Lease Agreement, dated as of November 1, 2018 (the “**Company Lease**”), between the Company and the Agency; and

WHEREAS, the Agency leased the Facility to the Company pursuant to a Lease and Project Agreement, dated as of November 1, 2018 (the “**Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Agency appointed the Company as its agent to complete the acquisition, demolition, construction and equipping of the Facility and approved permitted abatement of sales and use tax benefits in the amount not exceed \$229,000.00 on purchases to total not more than \$2,650,000.00; and

WHEREAS, in order to complete the costs of the acquisition, demolition,

construction and equipping of the Facility the Company has now requested that the Agency increase the permitted abatement of sales and use tax benefits to \$379,500.00 on purchases in an amount not more than \$4,400,000.00 (collectively, the “**Increased Sales Tax Maximum**”); 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 sales and use taxes in an amount not to exceed \$379,500.00, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, consistent with the policies of the Agency; 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 December __, 2019 and notice of the Hearing was given and such notice (together with proof of publication) together with the minutes of the Hearing have been filed with the records of this Agency; and

WHEREAS, to provide for the Increased Sales Tax Maximum, the Agency and the Company will enter into a certain Amendment to the Lease Agreement, dated as of January 1, 2020, or such other date as may be determined by the Chairman, Chief Executive Officer or counsel to the Agency (the “**Lease Amendment**”), by and between the Agency and the Company.

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The acquisition, demolition, construction and equipping of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) The Lease Amendment will be an effective instrument whereby the Agency will grant the Increased Sales Tax Maximum to the Company.

Section 2. In consequence of the foregoing, the Agency hereby (i) approves the Increased Sales Tax Maximum, and (ii) approves of, and authorizes the Chairman, the Chief Executive Officer and and/or any other member of the Agency to execute and deliver, the Lease Amendment and such other related documents as may be necessary, appropriate or desirable to effect the Increased Sales Tax Maximum, such Lease Amendment and other related documents to be 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. 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 3. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, demolition, construction and equipping of the Facility in the form of exemptions from sales and use taxes in an amount not to exceed \$379,500.00, in connection with the purchase or lease of equipment, building materials, services or other personal property, consistent with the policies of the Agency.

Section 4. Counsel to the Agency and Weinberg, Gross & Pergament LLP, Transaction Counsel to the Agency, are hereby authorized and directed to prepare, for submission to the Agency, the Lease Amendment and all documents necessary to effect the Increased Sales Tax Maximum described in the foregoing resolution.

Section 5. The Chairman, the Chief Executive Officer, and any member of the Agency are each hereby authorized and directed (i) to distribute copies of this resolution to the Company, 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 6. Company hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to this Authorizing Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Lease Agreement.

Section 7. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such expenses and further agree to 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 8. This resolution shall take effect immediately.

Adopted: January 8, 2020

Accepted: January __, 2020

UNITED RENTALS REALTY, LLC

By: _____

Name:

Title:

UNITED RENTALS (NORTH
AMERICA), INC.

By: _____

Name:

Title:

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND TAKING OFFICIAL ACTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENTS AND TAKING OF CERTAIN OTHER ACTION PERTAINING TO THE FACILITY FOR **UNITED RENTALS (NORTH AMERICA), INC. AND/OR UNITED RENTALS REALTY, LLC AND/OR ANY OF THE PRINCIPALS OF UNITED RENTALS (NORTH AMERICA), INC. AND/OR UNITED RENTALS REALTY, LLC AND/OR OTHER ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, INCLUDING APPOINTING UNITED RENTALS (NORTH AMERICA), INC. AND/OR UNITED RENTALS REALTY, LLC AND/OR ANY OF THE FOREGOING PERSONS AND/OR ENTITIES AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, CONSTRUCTION, AND EQUIPPING 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, **UNITED RENTALS REALTY, LLC**, a Delaware limited liability company, and a wholly owned subsidiary of the Sublessee, on behalf of itself and/or the principals of **UNITED RENTALS REALTY, LLC**. and/or an entity formed or to be formed on behalf of any of the foregoing (the "Company"), and **UNITED RENTALS (NORTH AMERICA), INC.**, a Delaware corporation authorized to transact business in the State of New York, on behalf of itself and/or the principals of **UNITED RENTALS (NORTH AMERICA), INC.** and/or an entity formed or to be formed on behalf of any of the foregoing (the "Sublessee"), have submitted to the Agency a proposal for the Agency (the "Project") (a) to assist with the acquisition of a leasehold interest in an approximately 11 acre parcel of land located at 250 Orchard Road, East Patchogue, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-977.80-02.00-012.000 and 013.000) (the "Land"), the demolition of existing structures thereon, the acquisition and construction of an approximately 25,000 square foot building to be located thereon (the "Improvements"), and the acquisition and installation therein of certain equipment (the "Equipment"; together with the Land and Improvements, the "Facility"), to be initially leased by the Agency to the Company and occupied by the Sublessee for the warehousing, storage, distribution and repair of

commercial and industrial equipment, and, (b) to provide financial assistance within the meaning of the Act, including the following as they relate to the appointment of the Company as agent of the Agency with respect to the acquisition, construction 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, construction 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, construction, 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 consistent with the policies of the Agency, in the form of (i) exemptions from sales and use taxes on the acquisition, demolition, construction, and equipping of the Facility, including the purchase or lease of equipment, building materials, services or other personal property part of or to become part of the Facility, in an amount not to exceed \$229,000.00, and (ii) 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 it will acquire title to the Equipment pursuant to a certain Bill of Sale (the "Bill of Sale"), from the Company to the Agency; and

WHEREAS, the Agency contemplates that it will lease and sublease the 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 or shall provide, 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, granted under or by virtue of the Lease Agreement and other agreements; and

WHEREAS, the Company will sub-sublease the Facility to the Sublessee for the warehousing, storage, distribution and repair of commercial and industrial equipment; and

WHEREAS, the Agency contemplates the Agency and the Sublessee 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, inter alia, the Company’s obligations to the Agency and compliance with environmental laws; and

WHEREAS, a public hearing (the “Hearing”) was held on July 10, 2018, 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 that the proposed transfer of real estate is either an inducement to the Company to maintain or expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the “SEQR Act” or “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 has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the “Questionnaire”) with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency.

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 reviewed by the Agency and the Town of Brookhaven Planning Board (the “Lead Agency”) and other representations and information furnished by the Company regarding the Facility, the Agency determines that action relating to the acquisition, demolition, construction, 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). An environmental review of the Facility pursuant to SEQRA was conducted by the Lead Agency and, on February 5, 2018 a negative declaration for purposes of SEQRA was adopted by the Lead Agency. The Agency concurs with the findings of the Lead Agency, and 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 SEQRA 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 Facility preserves the public purposes of the Act by preserving or increasing the number of permanent private sector jobs in the Town of Brookhaven. The Company has represented to the Agency that it will provide approximately twenty (20) full-time employees within two (2) years of project completion; and

d. The leasing of the Land and Improvements by the Agency from the Company, the acquisition, construction and equipping of the Facility, the leasing and subleasing of the Facility to the Company, the sub-subleasing of the Facility by the Company, and the providing of financial assistance to the Company 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.

e. Based upon the representations of the Company:

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 to maintain and expand its operations within the State of New York, and to preserve the competitive position of the Company; and

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

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

Section 4. The Agency is hereby authorized and determines to, in furtherance of the purposes of the Act, lease the Land and Improvements from the Company, acquire, demolish, construct, equip, repair and maintain the Facility, lease and sublease the Facility to the Company, authorize the Company to sublease the Facility to the Sublessee.

Section 5. The Agency hereby authorizes and approves of the following economic benefits to be granted or inure to the benefit of the Company: (i) exemptions from sales and use taxes on the acquisition, demolition, construction, and equipping of the Facility, including the purchase or lease of equipment, building materials, services or other personal property part of or to become part of the Facility, in an amount not to exceed \$229,000.00, and (ii) 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 and such other persons as may be required by the Agency of, and the acceptance by the Agency of, the Company Lease Agreement, Lease 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 is hereby appointed the true and lawful agent of the Agency to acquire, demolish, construct and equip the Facility, and is authorized to delegate their status as agents of the Agency to the Company's agents, subagents, contractors, subcontractors, suppliers, vendors and other parties as the Company may choose for the purpose of acquiring, demolishing, constructing, 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, demolishing, constructing, 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, demolishing, constructing, 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) the last day of the calendar month in which the expiration of two years after the commencement of the term of the Lease Agreement occurs, (b) completion of the initial acquisition, demolition, construction, and equipping of

the Facility, and (c) the date on which the Company has realized exemptions from sales and use taxes by reason of the Agency's participation in the Project in an aggregate amount of \$229,000.00 or more, provided however, such appointment 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, if such activities and improvements are not completed by such time or additional sales and uses tax exemptions are necessary. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agents of the Agency. The aforesaid agency appointment expressly exclude the Company 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, Agency Compliance and Guaranty Agreement, and other certificates, agreements, instruments and documents, as above contemplated and in such form and containing such terms, conditions and provisions as the person executing same on behalf of the Agency shall deem necessary or desirable, and shall approve, such necessity, desirability, and approval, to be conclusively evidenced by his or her execution and delivery thereof. 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 hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act, the Lease Agreement.

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 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, and Agency Compliance and Guaranty Agreement, 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.

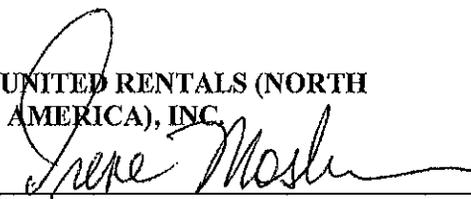
Section 12. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such expenses and further agree to indemnify and hold harmless the Agency, its members, directors, employees and 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 (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 at the expiration of six (6) 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.

Adopted: July 11, 2018

Accepted: July 18, 2018

By: 
Name: Irene Moshouris
Its: Senior Vice President
and Treasurer

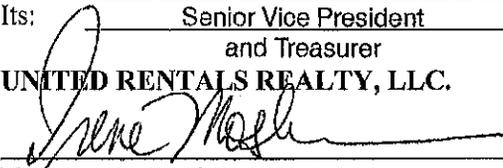
By: 
Name: Irene Moshouris
Its: Vice President
and Treasurer

EXHIBIT A

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

July 11, 2018

United Rentals DRAFT PILOT	
Year	PILOT
1	\$ 3,511
2	\$ 3,581
3	\$ 3,653
4	\$ 3,726
5	\$ 3,801
6	\$ 3,877
7	\$ 3,954
8	\$ 4,033
9	\$ 4,114
10	\$ 4,196

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