

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 20, 2017

AGENDA ITEM # 1

TYPE OF RESOLUTION: PLEASE CALL THE MEETING
OF THE TOWN OF ISLIP IDA TO ORDER

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - N/A -
CREATE - N/A -

INVESTMENT: \$ N/A



MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY

June 20, 2017

Agenda

1. The Meeting of the Town of Islip Industrial Development Agency was **called to order**.
2. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency to approve the **minutes** from the meeting on May 23, 2017.
3. To consider the adoption of a Resolution Authorizing a contract between the Town of Islip Industrial Development Agency and **Executive Consultants of New York** for Islip's Job Search Boot Camp program, which will be held in the fall of 2017.
4. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **Brightview Sayville, LLC**. Located at 445 Broadway Avenue, Sayville, New York.
5. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **Mere Realty Holdings, LLC/M & M Canvas & Awning**. Located at 190-200 Oval Drive, Islandia, New York.
6. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **108 Hoffman Realty, LLC/Towne Bus Corp**. Located at 108 Hoffman Lane, Islandia, New York.
7. To consider an authorization to approve a Refinance Agreement of existing loan documents for **267 Carleton Avenue, LLC/Sinnreich, Kosakoff & Messina, LLP/Esposito, Fuchs, Taormina & Co. 2005 Facility**. Located at 267 Carleton Avenue, Central Islip, New York.
8. To consider an authorization approving a Refinancing Agreement between the Town of Islip Industrial Development Agency and **CU Properties, LLC/Cookies United, LLC 2014 Facility**. Located at 141 Freeman Avenue, Islip, New York.

To consider **any other business** to come before the Agency.



MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY

February 28, 2017

Meeting Minutes

1. The Meeting of the Town of Islip Industrial Development Agency was **called to order** on a motion by Councilman John Cochrane and seconded by Chairwoman Angie M. Carpenter.

Members Angie M. Carpenter, Councilwoman Mary Kate Mullen, Councilman John Cochrane, Councilman Steve Flotteron and Councilwoman Trish Bergin Weichbrodt were present and the Chairwoman acknowledged a quorum.

2. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency to approve the **Minutes** from the meeting on May 23, 2107. On a motion by Chairwoman Angie M. Carpenter and seconded by Councilwoman Mary Kate Mullen, said motion was approved unanimously.

3. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **Smart USA, Inc.** Located at 1440 5th Avenue, Bay Shore, New York. (0500-266-03.00-072.009). On a motion by Councilman John Cochrane and seconded by Councilwoman Trish Bergin Weichbrodt, said motion was approved unanimously.

4. To consider the adoption of an Inducement/Authorizing Resolution between the Town of Islip Industrial Development Agency and **Hilo Maintenance Systems, Inc.** Located at 845 South First Street, Ronkonkoma, N.Y. (0500-086.00-04.00-007.001). On a motion by Councilwoman Mary Kate Mullen and seconded by Councilman John Cochrane, said motion was approved unanimously.

5. To consider a Resolution Authorizing a tenant agreement between the Town of Islip Industrial Development Agency and **Mutual of Omaha Insurance Company** as Tenant in the Hauppauge Office Park. Located at 888 and 898 Veterans Memorial Highway, Hauppauge, New York. On a motion by Chairwoman Angie M. Carpenter and seconded by Councilwoman Mary Kate Mullen, said motion was approved unanimously.

6. To consider **any other business** to come before the Agency. Meeting adjourned by Councilman John Cochrane and seconded by Councilwoman Trish Bergin Weichbrodt.

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 20, 2017

AGENDA ITEM # 2

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION ON BEHALF OF THE TOWN OF ISLIP
IDA TO APPROVE THE MINUTES FROM THE MEETING
ON MAY 23, 2017

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - N/A -
CREATE - N/A -

INVESTMENT: \$ N/A

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 20, 2017

AGENDA ITEM # 2

TYPE OF RESOLUTION: TO APPROVE A RESOLUTION
FOR THE 2017 JOB SEARCH BOOT CAMP PROGRAM

COMPANY: Executive Consultants of New York

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - N/A -
CREATE - N/A -

INVESTMENT: N/A

June 20, 2017

WHEREAS, Maria Themistocleous-Frey d/b/a Executive Consultants of New York, (“Executive Consultants”) is a career consulting firm that provides a mix of services to its clients including a Job Search Boot Camp; and

WHEREAS, the Town of Islip Industrial Development Agency has determined that it would be beneficial to contract with Executive Consultants for a series of eight (8) “Job Search Boot Camp” seminars and three (3) monthly Alumni Support Classes available to all constituents of the Town of Islip; and

WHEREAS, the primary goal of Executive Consultants will be to set into motion a series of seminars and follow-up support classes that will assist participants in obtaining employment; and

NOW THEREFORE, on motion of

seconded by _____, be it

RESOLVED, that the Chairman, or his designee, is authorized to enter into an agreement with Executive Consultants to provide eight (8) “Job Search Boot Camp” seminars and three (3) monthly Alumni Support Classes available to all constituents of the Town of Islip at a cost of \$5,520.00, subject to approval of the Agreement by the Town Attorney as to form.

UPON a vote being taken the result was:

THIS AGREEMENT, entered into this 20th day of June 2017, by and between the Town of Islip Industrial Development Agency, an industrial development agency duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York with its principal place of business located at 40 Nassau Avenue, Islip, New York 11751 and Maria Themistocleous-Frey d/b/a Executive Consultants of New York., a sole-proprietor with her principal place of business at P.O. Box 1416, Lake Grove, New York 11755.

WITNESSETH:

WHEREAS, Maria Themistocleous-Frey d/b/a Executive Consultants of New York (“Executive Consultants”) is a career consulting firm that provides a mix of services to its clients including a Job Search Boot Camp; and

WHEREAS, the Town of Islip Industrial Development Agency Board has determined that it would be beneficial to contract with Executive Consultants for a series of eight (8) “Job Search Boot Camp” seminars and three (3) monthly Alumni Support Classes available to all constituents of the Town of Islip; and

WHEREAS, by resolution dated June 20, 2017, the Town of Islip Industrial Development Agency Board unanimously voted to authorize the Chairman to enter into an agreement (the “Agreement”) with Executive Consultants to provide eight (8) “Job Search Boot Camp” seminars and three (3) monthly Alumni Support Classes available to all constituents of the Town of Islip at a cost of \$5,520.00, subject to approval of the Agreement by the Town Attorney as to form.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Description of Services: Executive Consultants will provide will eight (8) “Job Search Boot Camp” seminars and three (3) monthly Alumni Support Classes available to all constituents of the Town of Islip
2. Compensation: Executive Consultants shall be paid a one-time fee of \$5,520.00. Payment to Executive Consultants shall be made in accordance with the standard practices and procedures employed by the Town of Islip Industrial Development Agency (the “IDA”) for the payment of contracted services.
3. Term: This Agreement shall commence when fully executed and shall remain effective until all scheduled seminars have been completed. This Agreement may be canceled at any time, without cause and by written notice, at the sole discretion of the IDA. Such cancellation shall be without recourse by Executive Consultants, except for fees due and owing for work already performed.
4. Indemnification and Hold Harmless: The IDA agrees to indemnify, defend and hold harmless Executive Consultants from and against any and all liabilities based upon the utilization of any information provided by the IDA. In addition, Executive Consultants

agrees to fully indemnify, defend and hold harmless the IDA from and against any and all claims and liabilities of any kind or nature, from any source, in any way arising out of, or related to, the scope of services provided pursuant to the Agreement. In no event shall the IDA be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the scope of services provided herein and Executive Consultants hereby agrees to indemnify and hold harmless the IDA and their respective agents, officers, employees, and directors from and against any and all such liability.

5. Merger; Entire Agreement: This Agreement sets forth the complete and total Agreement of the parties concerning the subject matter contained herein, and cancels and supersedes all prior discussions, agreements, promises, and representations among them; and there are no representations or warranties except those contained herein.
6. Modification: No provision of this Agreement shall be modified, altered, or limited except by a written instrument expressly referring to this Agreement and to the provision so modified, altered, or limited, and signed by the party sought to be bound thereby.
7. Notices: Unless otherwise provided in this Agreement, any notice or communication required or permitted to be made pursuant to this Agreement shall be made by certified mail, return receipt requested to the addresses described above. Each party shall give prompt notice to the other of any change of address.
8. No Waiver: No failure or delay on the part of a party in exercising any right and/or remedy hereunder or otherwise shall constitute a waiver thereof, and no single or partial waiver by a party of any default or other right or remedy which it may have shall operate as a waiver of any other default, right or remedy on a future occasion.
9. Partial Invalidity: If any provision, term, or condition of this Agreement is declared or deemed invalid by any Court of competent jurisdiction, all other provisions, terms, or conditions shall continue in full force and effect.
10. Agreement Binding on Others: This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, assigns, and legal representatives.
11. Headings: The section headings of this Agreement are intended solely for the convenience of locating material contained herein and do not constitute a part of the text of the Agreement. Section headings shall not be considered in interpreting any portion of this Agreement.
12. Independent Provisions: Every term and provision of this Agreement shall be independent from every other term and provision, and a breach by either party of any term or provision shall not give rise to the right of the other party to breach any other term or provision, or to suspend performance under this Agreement, or to attempt to set aside, vacate, or otherwise modify any term or provision or the entire Agreement.

13. Capacity and Authority to Enter Agreement: Each of the undersigned parties warrants that it has full capacity and authority to sign and execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

EXECUTIVE CONSULTANTS OF NEW YORK

Maria Themistocleous-Frey

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT
AGENCY

William Mannix, Executive Director

STATE OF NEW YORK
COUNTY OF SUFFOLK

On the _____ day of _____ in the year of 2017, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his /her /their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

Notary Public

STATE OF NEW YORK
COUNTY OF SUFFOLK

On the _____ day of _____ in the year of 2017, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his /her /their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

Notary Public



EXECU-3

OP ID: M6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER B&B - Farmingdale 595 Stewart Ave Garden City, NY 11530	CONTACT NAME: Meiko Hedling	FAX (A/C, No): 516-745-5733	
	PHONE (A/C, No, Ext): 516-745-0000	E-MAIL ADDRESS: mhedling@sobelins.com	
INSURED Executive Consultants of NY Corp 8 Leon Court Centereach, NY 11720-3880	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Ins. Co. Ltd.		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

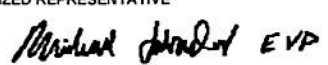
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			12SBMBN9852	02/08/2017	02/08/2018	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Islip 655 Main Street Islip, NY 11751-3611	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  EVP

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Terms and Conditions

- . The TOWN OF ISLIP is not responsible for material, supplies or equipment delivered or services performed without authority of written order. Quantities specified are not to be exceeded.
- . No changes may be made in this order without written authority of the Purchasing Department.
- . Inspection of delivery will be made at delivery point unless otherwise specified. Material must be properly packaged. Damaged material will not be accepted.
- . Substitutions of specified items will not be acceptable. The Town of Islip reserves the right to reject substitutions and return at shipper's expense, material delivered which do not conform to description of items ordered.
- . If order cannot be filled in whole or on part in time specified, notify the Department of Purchasing immediately. In case of delay in delivery, or in case of any default of the vendor, the Director of Purchase may procure the goods of service from other sources and hold the vendor responsible for EXCESS COST.
- . Upon acceptance of this order the vendor agrees to comply with all Federal, State or local laws related thereto:
 - a. The vendor shall defend actions or claims brought and hold the Town of Islip, its agents and its employees harmless from loss, suits, cost, rights patents or patent rights of any invention or any other cause.
 - b. The vendor represents and warrants that the unit-prices charges herein are not higher than any applicable legal maximum prices permitted.
 - c. Insofar as applicable, the vendor shall comply with Section 220, 220-a, 220-b, 220-e, and 222 of the Labor Law of the State of New York related to maximum working hours and minimum wages of employees and prohibiting discrimination on account of race, sex, color, creed, or national origin in hiring employees within the State of New York invoiced in the manufacture of materials, equipment or supplies specified in this order.
 - d. The vendor shall comply with Sections 103a and 103b of the General Municipal Law pertaining to disqualifications of contractor for failure to waive immunity before Grand Jury.
- 7. INVOICES RENDERED ON ENCLOSED PO FORM MUST BE ITEMIZED IN DETAIL. Claims for partial deliveries are not allowed unless indicated. Claims in question will constitute a condition precedent to the right of the vendor or receive any payment and matters of dispute must be adjusted before final acceptance by the Department of Purchase.
- 8. Billing shall allow for exemptions from taxes under Federal Excise Tax Exemption Certificate of the Town of Islip. Please consider this your tax exemption certificate.
- 9. Cash discount items must be indicated on PO; discount period will be computed from date of acceptance of delivery or receipt of a correct claim voucher, whichever is less.
- 10. The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the Federal Prices Discrimination Law (Robinson-Patman Act) do not apply to purchases made by the Town of Islip.
- 11. Do not overship or substitute. Ship exactly as ordered. PO # must appear on all packages and correspondences.

INVESTMENT: \$63,917,630.00

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY TAKING OFFICIAL ACTION
TOWARD APPOINTING BRIGHTVIEW SAYVILLE, LLC, A
MARYLAND LIMITED LIABILITY COMPANY, ON
BEHALF OF ITSELF AND/OR THE PRINCIPALS OF
BRIGHTVIEW SAYVILLE, LLC AND/OR AN ENTITY
FORMED OR TO BE FORMED ON BEHALF OF ANY OF
THE FOREGOING AND BV SAYVILLE OPERATOR, LLC,
A MARYLAND LIMITED LIABILITY COMPANY ON
BEHALF OF ITSELF AND/OR THE PRINCIPALS OF BV
SAYVILLE OPERATOR, LLC AND/OR AN ENTITY
FORMED OR TO BE FORMED ON BEHALF OF ANY OF
THE FOREGOING, AS AGENT(S) OF THE AGENCY FOR
THE PURPOSE OF ACQUIRING, DEMOLISHING,
CONSTRUCTING AND EQUIPPING THE FACILITY AND
MAKING CERTAIN FINDINGS AND DETERMINATIONS
WITH RESPECT TO THE FACILITY

WHEREAS, Brightview Sayville, LLC, a limited liability company organized and existing under the laws of the State of Maryland and authorized to transact business in the State of New York, on behalf of itself and/or the principals of Brightview Sayville, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”) and BV Sayville Operator, LLC, a limited liability company organized and existing under the laws of the State of Maryland and authorized to transact business in the State of New York, on behalf of itself and/or the principals of BV Sayville Operator, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Sublessee**”), have applied to the Town of Islip Industrial Development Agency (the “**Agency**”), to enter into a transaction in which the Agency will assist in (a) the acquisition of an approximately 7.34 acre parcel of land (Tax Map #0500-238.00-02.00-003.002 & 004.000) located at the southeast corner of Sunrise Highway South Service Road and Broadway Avenue, Sayville, New York (the “**Land**”), the demolition of an existing approximately 4,880 square foot building located thereon and the construction of an approximately 157,559 square foot building thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property, not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and, together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is to be leased by the Agency to the Company and further subleased by the Company to the Sublessee; and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”; and together with the Company Facility, the “**Facility**”), which Equipment is to be leased by the Agency to the Sublessee and which Facility is to be used by the Sublessee as a senior living residential community (the “**Project**”); and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements and title to the Facility Equipment and Equipment, will sublease and lease the Company Facility to the Company for further sublease to the Sublessee and will lease the Equipment to the Sublessee, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “**Act**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee in connection with the Facility, consistent with the policies of the Agency, in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes and abatement of real property taxes, consistent with the policies of the Agency, all to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein; and

WHEREAS, as of the date of this resolution, no determination for financial assistance has been made; 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, prior to the date of the Hearing (defined below), the Agency will have made a determination for financial assistance; and

WHEREAS, prior to the closing of the transaction described herein, a public hearing (the “**Hearing**”) will be held 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 can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of the transaction described herein, and such notice (together with proof of publication) will be substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the minutes of the Hearing are or 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 representations by the Company and the Sublessee that the proposed financial assistance is either an inducement to the Company and the Sublessee to maintain the Facility in the Town of Islip or is necessary to maintain the competitive position of the Company and the Sublessee in their respective industries; and

WHEREAS, the Agency has required the Company and the Sublessee to provide to the Agency a feasibility report (the “**Feasibility Study**”), together with such letters or reports from interested parties and governmental agencies or officials (the “**Letters of Support**”; and together with the Feasibility Study, the “**Requisite Materials**”) to enable the Agency to make findings and determinations that the Facility qualifies as a “project” under the Act and that the Facility satisfies all other requirements of the Act; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the “**SEQR Act**” or “**SEQR**”), the Agency constitutes a “State Agency”; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company and 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 Islip 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 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 the action relating to the acquisition, demolition, construction, equipping, furnishing and operation of the Facility is an “unlisted” action, as that term is defined in the SEQR Act. The Agency also determines that the action will not have a “significant effect” on the environment, and, therefore, an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQR. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQR or as may be deemed advisable by the Chairman or Executive Director of the Agency or counsel to the Agency.

Section 2. Prior to the Agency adopting any final resolution granting of economic benefits contemplated hereunder in connection with the Facility, the Company and the Sublessee shall, in addition to the requirements set forth in these Resolutions, provide such additional information in such form and content satisfactory to the Agency, including, without limitation, the Feasibility Study and such other materials as the Agency may deem necessary or desirable to assist the Board of the Agency in making all determinations and findings as may be necessary under the Act in connection with the acquisition, demolition, construction, equipping and furnishing of the Facility. Subject to the receipt of the additional materials, the Agency hereby makes the following preliminary determinations and findings based upon information provided by the Company and the Sublessee, with respect to the Facility, and other public information:

- (a) There is a lack of affordable, safe, clean and modern senior housing in the Town of Islip, Suffolk County;
- (b) Such lack of senior housing has resulted in individuals leaving the Town of Islip and therefore adversely affecting employers, businesses, retailers, banks, financial institutions, insurance companies, health and legal services providers and other merchants in the Town of Islip and otherwise adversely impacting the economic health and well-being of the residents of the Town of Islip, employers, and the tax base of the Town of Islip;
- (c) The Facility, by providing such senior housing will enable persons to remain in the Town of Islip and thereby to support the businesses, retailers, banks, and other financial institutions, insurance companies, health care and legal services

providers and other merchants in the Town of Islip which will increase the economic health and well-being of the residents of the Town of Islip, help preserve and increase permanent private sector jobs in furtherance of the Agency's public purposes as set forth in the Act, and therefore the Agency finds and determines that the Facility is a commercial project within the meaning of Section 854(4) of the Act;

- (d) The Facility will provide services, i.e., senior housing, which but for the Facility, would not otherwise be reasonably accessible to the residents of the Town of Islip.

Section 3. The acquisition, demolition, construction, equipping and furnishing of the Facility by the Agency, the subleasing and leasing of the Company Facility to the Company for the further subleasing to the Sublessee, the leasing of the Equipment to the Sublessee and the provision of financial assistance pursuant to the Act will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the Town of Islip and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act, and the same is, therefore, approved.

Section 4. Subject to the provisions of this resolution, the Agency shall (i) acquire, demolish, construct, equip and furnish the Facility, (ii) lease and sublease the Company Facility to the Company and (iii) lease the Equipment to the Sublessee.

Section 5. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agree 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 recapture provisions of the Lease and Project Agreement, dated a date to be determined (the "**Lease Agreement**"), by and between the Company and the Agency, and the Agency Compliance Agreement, dated a date to be determined (the "**Agency Compliance Agreement**"), by and between the Agency and the Sublessee.

Section 6. Counsel to the Agency is authorized and directed to work with Transaction Counsel (Nixon Peabody LLP) to prepare, for submission to the Agency, all documents necessary to affect the transfer of the real estate described in the foregoing resolution.

Section 7. The Chairman, the Executive Director, the Deputy Executive Director and all members 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 8. Any expenses incurred by the Agency with respect to the Facility, including the expenses of Transaction Counsel, 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 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 9. This resolution shall take effect immediately.

ADOPTED: June 20, 2017

ACCEPTED: _____, 2017

BRIGHTVIEW SAYVILLE, LLC

By: _____

Name:

Title:

BV SAYVILLE OPERATOR, LLC

By: _____

Name:

Title:

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

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

I have compared the foregoing copy of a resolution of the Town of Islip Industrial Development Agency (the “**Agency**”) with the original thereof on file in the office of the Agency, and the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session on June 20, 2017, at Islip Town Hall, 655 Main Street, Islip, New York, at which meeting the following members were:

Present:

Absent:

Also Present:

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Voting Aye

and, therefore, the resolution was declared duly adopted.

The Application is in substantially the form presented to and approved at such meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), (ii) said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 20, 2017.

Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 20, 2017

AGENDA ITEM # 5

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF AN INDUCEMENT RESOLUTION

COMPANY: Mere Realty Holdings, LLC/M & M
Canvas & Awning, Inc.

PROJECT LOCATION: 200 OVAL DRIVE, ISLANDIA,
NEW YORK

JOBS (RETAINED/CREATED): RETAINED - 20 -
CREATE - 08 -

INVESTMENT: \$2,752,000.00

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY TAKING OFFICIAL ACTION
TOWARD APPOINTING MERE REALTY HOLDINGS, LLC,
A NEW YORK LIMITED LIABILITY COMPANY, ON
BEHALF OF ITSELF AND/OR THE PRINCIPALS OF MERE
REALTY HOLDINGS, LLC AND/OR AN ENTITY FORMED
OR TO BE FORMED ON BEHALF OF ANY OF THE
FOREGOING AND M & M CANVAS & AWNINGS, INC., A
NEW YORK CORPORATION ON BEHALF OF ITSELF
AND/OR THE PRINCIPALS OF M & M CANVAS &
AWNINGS, INC. AND/OR AN ENTITY FORMED OR TO BE
FORMED ON BEHALF OF ANY OF THE FOREGOING, AS
AGENT(S) OF THE AGENCY FOR THE PURPOSE OF
ACQUIRING, RENOVATING AND EQUIPPING THE
FACILITY AND MAKING CERTAIN FINDINGS AND
DETERMINATIONS WITH RESPECT TO THE FACILITY

WHEREAS, Mere Realty Holdings, LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Mere Realty Holdings, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”) and M & M Canvas & Awnings, Inc., a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of M & M Canvas & Awnings, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Sublessee**”), have applied to the Town of Islip Industrial Development Agency (the “**Agency**”) to enter into a transaction in which the Agency will assist in the acquisition of an approximately 1.18 acre parcel of land (Tax Map #0504-011.00-01.00-026.000) located at 190-200 Oval Drive in Islandia, New York (the “**Land**”), the renovation of an existing approximately 23,000 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property, not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and, together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is to be leased by the Agency to the Company and further subleased by the Company to the Sublessee and (ii) the acquisition and installation of certain equipment and personal property including, but not limited to equipment and supplies (“**Equipment**”), which Equipment is to be leased by the Agency to the Sublessee (the Company Facility and the Equipment collectively referred to herein as the “**Facility**”), all for use by the Sublessee for its primary use in the manufacture of commercial and residential awnings and canvas products (the “**Project**”); and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements and title to the Facility Equipment and Equipment, will sublease and lease the Company Facility to the Company for further sublease to the Sublessee and will lease the Equipment to the Sublessee, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “**Act**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee in connection with the Facility, consistent with the policies of the Agency, in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes and abatement of real property taxes, consistent with the policies of the Agency, all to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein; and

WHEREAS, as of the date of this resolution, no determination for financial assistance has been made; 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, prior to the date of the Hearing (defined below), the Agency will have made a determination for financial assistance; and

WHEREAS, prior to the closing of the transaction described herein, a public hearing (the “**Hearing**”) will be held 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 can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of the transaction described herein, and such notice (together with proof of publication) will be substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the minutes of the Hearing are or 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 representations by the Company and the Sublessee that the proposed financial assistance is either an inducement to the Company and the Sublessee to maintain the Facility in the Town of Islip or is necessary to maintain the competitive position of the Company and the Sublessee in their respective 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 “**SEQR**”), the Agency constitutes a “State Agency”; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company and 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 Islip 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 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 the action relating to the acquisition, renovation, equipping, and operation of the Facility is an “unlisted” action, as that term is defined in the SEQR Act. The Agency also determines that the action will not have a “significant effect” on the environment, and, therefore, an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQR. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQR or as may be deemed advisable by the Chairman or Executive Director of the Agency or counsel to the Agency.

Section 2. The acquisition, renovation, and equipping of the Facility by the Agency, the subleasing and leasing of the Company Facility to the Company for the further subleasing to the Sublessee, the leasing of the Equipment to the Sublessee and the provision of financial assistance pursuant to the Act will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the Town of Islip and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act, and the same is, therefore, approved.

Section 3. Subject to the provisions of this resolution, the Agency shall (i) acquire, renovate, and equip the Facility, (ii) lease and sublease the Company Facility to the Company and (iii) lease the Equipment to the Sublessee.

Section 4. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agree 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 recapture provisions of the Lease and Project Agreement, dated a date to be determined (the “**Lease Agreement**”), by and between the Company and the Agency, and the Agency Compliance Agreement, dated a date to be determined (the “**Agency Compliance Agreement**”), by and between the Agency and the Company.

Section 5. Counsel to the Agency is authorized and directed to work with Transaction Counsel (Nixon Peabody LLP) to prepare, for submission to the Agency, all documents necessary to affect the transfer of the real estate described in the foregoing resolution.

Section 6. The Chairman, the Executive Director, the Deputy Executive Director and all members 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 7. Any expenses incurred by the Agency with respect to the Facility, including the expenses of Transaction Counsel, 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 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 8. This resolution shall take effect immediately.

ADOPTED: June 20, 2017

ACCEPTED: _____, 2017

MERE REALTY HOLDINGS, LLC

By: _____
Name:
Title:

M & M CANVAS & AWNINGS, INC.

By: _____
Name:
Title:

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

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

I have compared the foregoing copy of a resolution of the Town of Islip Industrial Development Agency (the “**Agency**”) with the original thereof on file in the office of the Agency, and the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session on June 20, 2017, at Islip Town Hall, 655 Main Street, Islip, New York, at which meeting the following members were:

Present:

Absent:

Also Present:

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Voting Aye

and, therefore, the resolution was declared duly adopted.

The Application is in substantially the form presented to and approved at such meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), (ii) said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 20, 2017.

Assistant Secretary

INVESTMENT: \$3,265,000.00

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY TAKING OFFICIAL ACTION
TOWARD APPOINTING 108 HOFFMAN REALTY LLC, A
NEW YORK LIMITED LIABILITY COMPANY ON BEHALF
OF ITSELF AND/OR THE PRINCIPALS OF 108 HOFFMAN
REALTY LLC AND/OR AN ENTITY FORMED OR TO BE
FORMED ON BEHALF OF ANY OF THE FOREGOING AS
AGENT OF THE AGENCY FOR THE PURPOSE OF
ACQUIRING THE FACILITY AND MAKING CERTAIN
FINDINGS AND DETERMINATIONS WITH RESPECT TO
THE FACILITY

WHEREAS, 108 Hoffman Realty LLC, a limited liability company, organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of 108 Hoffman Realty LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Company**”), has applied to the Town of Islip Industrial Development Agency (the “**Agency**”) to enter into a transaction in which the Agency will assist in the acquisition of an approximately 3.3 acre parcel of land located at 108 Hoffman Lane, Islandia, New York including two (2) buildings located thereon (an approximately 6,260 square foot building and an approximately 8,540 square foot building) (collectively, the “**Facility**”), which Facility is to be leased and subleased by the Agency to the Company and will be further subleased by the Company to Towne Bus Corp., and/or other affiliates of the Company (collectively, the “**Tenants**”), for use as a school bus depot and maintenance facility (the “**Project**”); and

WHEREAS, the Agency will acquire a leasehold interest in and/or title to the Facility and will sublease and lease the Facility to the Company, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “**Act**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in connection with the Facility, consistent with the policies of the Agency, in the form of abatement of real property taxes, consistent with the policies of the Agency, all to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein; and

WHEREAS, as of the date of this resolution, no determination for financial assistance has been made; 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, prior to the date of the Hearing (defined below), the Agency will have made a determination for financial assistance; and

WHEREAS, prior to the closing of the transaction described herein, a public hearing (the “**Hearing**”) will be held 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 can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of the transaction described herein, and such notice (together with proof of publication) will be substantially in the form annexed hereto as Exhibit A; and

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

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed financial assistance 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 “**SEQR**”), the Agency constitutes a “State Agency”; and

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

WHEREAS, the Questionnaire has been reviewed by the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Town of Islip 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 other representations and information furnished by the Company regarding the Facility, the Agency determines that the action relating to the acquisition and operation of the Facility is an “unlisted” action, as that term is defined in the SEQR Act. The Agency also determines that the action will not have a “significant effect” on the environment, and, therefore, an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQR. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQR or as may be deemed advisable by the Chairman, Executive Director or Deputy Executive Director of the Agency or counsel to the Agency.

Section 2. The acquisition of the Facility by the Agency, the leasing thereof to the Company and the provision of financial assistance pursuant to the Act will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the Town of Islip and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act, and the same is, therefore, approved.

Section 3. Subject to the provisions of this resolution, the Agency shall (i) acquire, the Facility and (ii) lease and sublease the Facility to the Company.

Section 4. Counsel to the Agency is authorized and directed to work with Transaction Counsel (Nixon Peabody LLP) to prepare, for submission to the Agency, all documents necessary to affect the transfer of the real estate described in the foregoing resolution.

Section 5. The Chairman, Executive Director and Deputy Executive Director and all members 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 6. Any expenses incurred by the Agency with respect to the Facility, including the expenses of Transaction Counsel, 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 Facility.

Section 7. This resolution shall take effect immediately.

ADOPTED: June 20, 2017

ACCEPTED: _____ 2017

108 HOFFMAN REALTY LLC

By: _____

Name:

Title:

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

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

I have compared the foregoing copy of a resolution of the Town of Islip Industrial Development Agency (the “**Agency**”) with the original thereof on file in the office of the Agency, and the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session on June 20, 2017, at Islip Town Hall, 655 Main Street, Islip, New York, at which meeting the following members were:

Present:

Absent:

Also Present:

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Voting Aye

and, therefore, the resolution was declared duly adopted.

The Application is in substantially the form presented to and approved at such meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), (ii) said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 20, 2017.

Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 20, 2017

AGENDA ITEM # 7

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION TO APPROVE A REFINANCE
AGREEMENT

COMPANY: 267 Carleton Avenue, LLC./Sinnreich,
Kosakoff & Messina, LLP/Esposito, Fuchs,
Taormina & Co. 2005 Facility

PROJECT LOCATION: 267 CARLETON AVENUE, NEW
YORK

JOBS (RETAINED/CREATED): RETAINED - N/A -
CREATE - N/A -

INVESTMENT: \$N/A

Date: June 20, 2017

At a meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), held at Islip Town Hall, 655 Main Street, Islip, New York, on the 20th day of June, 2017, the following members of the Agency were:

Present:

Absent:

Also Present:

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 a proposed mortgage financing and the execution of related loan documents in connection with a certain industrial development facility more particularly described below (267 Carleton Ave. Associates LLC/Sinnreich Kosakoff & Messina LLP/Esposito, Fuchs, Taormina & Co. 2005 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

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY AUTHORIZING MORTGAGE
FINANCING AND THE EXECUTION AND DELIVERY OF LOAN
DOCUMENTS IN CONNECTION THEREWITH FOR THE 267
CARLETON AVE. ASSOCIATES LLC/SINNREICH KOSAKOFF
& MESSINA LLP/ESPOSITO, FUCHS, TAORMINA & CO. 2005
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 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the "**Act**"), the Town of Islip 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 1.1 acre parcel of land located at 267 Carleton Avenue, Central Islip, New York (the "**Land**"), and the construction and equipping thereon of an approximately 28,488 square foot building including, without limitation, the furnishing and equipping thereof (the "**Improvements and Equipment**"); and, together with the Land, the "**Facility**"), which Facility is being leased by the Agency to 267 Carleton Ave. Associates LLC (the "**Company**") and portions of such Facility are being subleased by the Company to Sinnreich Kosakoff & Messina LLP ("**Sinnreich Kosakoff & Messina**") and to Esposito, Fuchs, Taormina & Co. ("**Esposito, Fuchs, Taormina & Co.**"); and, together with Sinnreich Kosakoff & Messina, the "**Sublessees**"), to provide accounting, legal and real estate title services to the public and the remaining areas are used as a multi-tenant office building by various future tenants; and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of September 1, 2005 (the "**Original Lease Agreement**"), between the Agency and the Company; and

WHEREAS, a portion of the Facility is subleased to Sinnreich Kosakoff & Messina pursuant to a Sublease Agreement, dated September 21, 2005 (the "**Sinnreich Kosakoff & Messina Sublease Agreement**"), by and between the Company and Sinnreich Kosakoff & Messina; and

WHEREAS, a portion of the Facility is subleased to Esposito, Fuchs, Taormina & Co. pursuant to a Sublease Agreement, dated September 21, 2005 (the "**Esposito, Fuchs, Taormina & Co. Sublease Agreement**" and together with the Sinnreich Kosakoff & Messina Sublease Agreement, the "**Sublease Agreements**"), by and between the Company and Esposito, Fuchs, Taormina & Co.; and

WHEREAS, a portion of the Facility was previously subleased to First Land Title Agency of New York, Inc. ("**First Land Title**"), a corporation no longer in existence, pursuant to a Sublease Agreement, dated September 21, 2005 (the "**First Land Title Sublease Agreement**", by and between the Company and First Land Title; and

WHEREAS, prior to the dissolution of First Land Title, Esposito, Fuchs, Taormina & Co entered into an agreement with the Company to assume the rental obligations of First Land Title related to the second floor previously occupied by First Land Title; and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Agency, the Company and the Sublessees entered into a Payment-in-Lieu-of-Tax Agreement, dated as of September 1, 2005 (the "**Original PILOT Agreement**"; and, together with this Amended and Restated PILOT Agreement, the "**PILOT Agreement**"), whereby the Company and the Sublessees 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 Sublessees entered into an Environmental Compliance and Indemnification Agreement, dated as of September 1, 2005 (the "**Environmental Compliance and Indemnification Agreement**"), whereby the Company and the Sublessees agreed to comply with all Environmental Laws (as defined therein) applicable to the Facility; and

WHEREAS, the Agency previously consented to a request by the Company and the Sublessees in connection with an extension of the abatement of real property taxes on the Facility for a term of up to six (6) additional years (the "**PILOT Extension**"), which PILOT Extension permitted the Company and the Sublessees to retain the current tenants in the Facility including the 55-60 jobs at the Facility and to provide the Company and the Sublessees with much needed economic relief as the expenses and costs of doing business on Long Island increases each year; and

WHEREAS, the PILOT Extension coincides with the terms of the Original Lease Agreement, as amended pursuant to a certain Amendment to Lease Agreement, dated as of August 1, 2016 (the "**Amendment to Lease**"; and, together with the Original Lease Agreement, the "**Lease Agreement**"), between the Agency and the Company; and

WHEREAS, in connection with the continued leasing and the subleasing of the Facility and the PILOT Extension, the Agency, the Company and the Sublessees entered into a certain Recapture Agreement, dated as of August 1, 2016 (the "**Recapture Agreement**"), among the Agency, the Company and the Sublessees; and

WHEREAS, the Company has now requested that the Agency consent to enter into a financing with Suffolk Federal Credit Union or such other lender as may be determined (the "**Lender**"), with respect to the Facility in the aggregate principal amount presently expected to be \$3,100,000 but not to exceed \$3,500,000 (the "**Loan**"); and

WHEREAS, as security for such 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 "**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 \$3,100,000 but not to exceed \$3,500,000 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 Islip.
- (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 Islip, 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 Islip 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, renovation and equipping of the Facility.

- (h) The Loan Documents will be effective instruments whereby the Agency and the Company agree to secure the 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 "**Mortgage**"), (ii) execute, deliver and perform the Mortgage, and (iii) execute, deliver and perform the Loan Document to which the Agency is a party, as may be necessary or appropriate to effect the Loan or any subsequent refinancing of the 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 Loan Documents and Mortgage, 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.

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 \$3,100,000 but not to exceed \$3,500,000, 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, Executive Director, the Deputy Executive Director and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Mortgage and 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, Executive Director, the Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) the Chairman, Executive Director, the Deputy Executive Director 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: June 20, 2017

ACCEPTED: _____ 2017

267 CARLETON AVE. ASSOCIATES LLC

By: _____
Printed Name:

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the “Agency”), including the resolutions contained therein, held on June 20, 2017, 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 20th day of June, 2017.

By: _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 20, 2017

AGENDA ITEM # 8

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION TO APPROVE A REFINANCE
AGREEMENT

COMPANY: CU Properties, LLC/Cookies United,
LLC 2014 Facility

PROJECT LOCATION: 141 FREEMAN AVENUE, ISLIP,
NEW YORK

JOBS (RETAINED/CREATED): RETAINED - N/A -
CREATE - N/A -

INVESTMENT: \$N/A

Date: June 20, 2017

At a meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), held at Islip Town Hall, 655 Main Street, Islip, New York, on the 20th day of June, 2017, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to take action on a proposed mortgage financing and the execution of related loan documents in connection with a certain industrial development facility more particularly described below (CU Properties LLC/Cookies United LLC 2014 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

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY AUTHORIZING MORTGAGE
FINANCING AND THE EXECUTION AND DELIVERY OF
LOAN DOCUMENTS IN CONNECTION THEREWITH FOR
THE CU PROPERTIES LLC/COOKIES UNITED LLC 2014
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 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “**Act**”), the Town of Islip 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 has previously provided assistance to C U Properties LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the “**Company**”), and Cookies United LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the “**Sublessee**”), in (a) the acquisition of an approximately 7.885 acre parcel of land located at 141 Freeman Avenue, Islip, New York (the “**Land**”), the renovation of an existing approximately 140,000 square foot building located thereon (the “**Improvements**”) and the acquisition and installation of certain equipment not part of the Equipment (as hereinafter defined) (the “**Facility Equipment**”; and, together with the Land and Improvements, the “**Company Facility**”), which Company Facility is leased by the Agency to the Company and subleased by the Company to the Sublessee; and (b) the acquisition and installation of certain equipment and personal property, including, but not limited to, new baking equipment and new software systems (the “**Equipment**”) which Equipment was leased by the Agency to the Sublessee for its primary use in the commercial production and warehouse storage of cookies (the Company Facility and the Equipment are collectively referred to herein as the “**Facility**”); and

WHEREAS, the Company is leasing the Land and the Improvements to the Agency pursuant to a certain Company Lease Agreement, dated as of September 1, 2014 (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency is leasing the Company Facility to the Company pursuant to a certain Lease Agreement, dated as of September 1, 2014 (the “**Lease Agreement**”), by and between the Agency, as lessor and the Company, as lessee; and

WHEREAS, as security for the Loan (as such term is defined in the Lease Agreement), the Agency and the Company executed and delivered to Bank of America, N.A. (the “**Lender**”), a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated September 24, 2014 (the “**Original Mortgage**”), securing the aggregate principal amount of \$6,800,000, from the Company and the Agency to the Lender; and

WHEREAS, the Company and the Sublessee have now requested that the Agency consent to enter into a refinancing with the Lender with respect to the Facility in the aggregate principal amount presently expected to be \$10,360,000 but not to exceed \$12,000,000 (the “**2017 Loan**”); and

WHEREAS, the proceeds of the 2017 Loan will be used to satisfy the loan secured by the Original Mortgage and to provide working capital and support the capital expenditure needs of the Company and the Sublessee; and

WHEREAS, as security for such 2017 Loan being made to the Company and/or the Sublessee by the Lender, the Company and the Sublessee have submitted a request to the Agency that it join with the Company and the Sublessee 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 “**2017 Loan Documents**”); 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 exemptions from mortgage recording taxes, to the fullest extent permitted by law, securing the principal amount presently estimated to be \$10,360,000 but not to exceed \$12,000,000 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, 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 Islip, 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, renovation and equipping of the Facility as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Company and the Sublessee in their respective industries.
- (e) Based upon representations of the Company and the Sublessee and counsel to the Company and the Sublessee, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Islip 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 refinancing of the acquisition, renovation and equipping of the Facility.
- (g) The 2017 Loan Documents will be effective instruments whereby the Agency, the Company and the Sublessee agree to secure the 2017 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 or mortgages on and security interest in and to the Facility pursuant to certain mortgages and security agreements for the benefit of the Lender (the "**2017 Mortgages**"), (ii) execute, deliver and perform the 2017 Mortgages, and (iii) execute, deliver and perform the 2017 Loan Document to which the Agency is a party, as may be necessary or appropriate to effect the 2017 Loan or any subsequent refinancing of the 2017 Mortgages.

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 2017 Loan Documents and the 2017 Mortgages, and such other related documents as may be necessary or appropriate to effect the 2017 Loan, or any subsequent refinancing of the 2017 Loan, and all acts heretofore taken by the Agency with respect to such financing or refinancing are hereby approved, ratified and confirmed. The Agency is hereby further authorized to execute and deliver any future documents in connection with any future refinancing or permanent financing of such costs of acquiring, renovating and equipping of the Facility without need for any further or future approvals of the Agency.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement; the Chairman, Executive Director, Deputy Executive Director and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the 2017 Mortgages and 2017 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, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) The Chairman, Executive Director, Deputy Executive Director 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 5. 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 8. Any expenses incurred by the Agency with respect to the financing or refinancing of 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 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 9. This resolution shall take effect immediately.

ADOPTED: June 20, 2017

ACCEPTED: _____ 2017

C U PROPERTIES LLC

By: _____
Name:
Title:

COOKIES UNITED LLC

By: _____
Name:
Title:

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), including the resolutions contained therein, held on June 20, 2017, 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 20th day of June, 2017.

By: _____
Assistant Secretary