



## MEETING OF THE TOWN OF ISLIP

### INDUSTRIAL DEVELOPMENT AGENCY

June 15, 2021

#### Agenda

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1. Call the meeting of the Town of Islip Industrial Development Agency 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 18, 2021**.
3. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **EAG Properties LLC/Windsor Place, LLC**. Located at 50 Windsor Place and 120 Windsor Place, Central Islip. (0500-10000-0200-081005 & 0500-12200-0300056000).
4. To consider the adoption of an Inducement/Authorizing Resolution between the Town of Islip Industrial Development Agency and **Steel K, LLC**. Located at 555 N. Research Way, Central Islip. (0500-16400-0400-007001).
5. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **Reliance Communications, LLC**. Located at 1560 Fifth Ave, Bay Shore. (0500-24500-0100-005000).
6. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **100 Wilbur Place, LLC/NY Tent, LLC**. Located at 100 Wilbur Place, Bohemia. (0500-19100-0200-063000).
7. To consider **any other business** to come before the Agency.



MEETING OF THE TOWN OF ISLIP  
INDUSTRIAL DEVELOPMENT AGENCY

May 18, 2021

Agenda

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1. Call the meeting of the Town of Islip Industrial Development Agency 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 **April 20, 2021**.
3. To consider the adoption of a Preliminary Inducement Resolution between the Town of Islip Industrial Development Agency and **The Belmont at Eastview**. Located on the E/S of Carleton Ave (C.R. 17), approximately 1,215 feet north of Courthouse Drive, Central Islip. (0 Carleton Ave), (0500-18710-0100-004000).
4. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **Reliance Communications, LLC**. Located at 1560 Fifth Ave, Bay Shore. (0500-24500-0100-005000).
5. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **100 Wilbur Place, LLC/NY Tent, LLC**. Located at 100 Wilbur Place, Bohemia. (0500-19100-0200-063000).
6. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **227 4<sup>th</sup> Ave Bay Shore, LLC**. (0500-39300-0100-008000).
7. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **Jennosa Pools**. Located at 3 Central Avenue, Hauppauge. (0500-03000-0200-005000).
8. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **Nationwide Sales & Service, Inc. /The Three G's LLC**. Located at 215 Candlewood Road, Bay Shore. (0500-18200-0100-038000).
9. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **Corner Electronics, Inc.** Located at 100 Emjay Blvd, Brentwood. (0500-13400-0200-011000).
10. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **CVD Equipment Corporation**. Located at 355 N. Research Place, Central Islip. (0500-20600-0300-001003).
11. To consider an adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **CIVF-NY1W03, LLC/PODS Enterprises, LLC 2021**

**Facility**, to approve a mortgage financing, without mortgage recording tax exemption (no benefits provided). Located at 555 Prime Pl, Hauppauge. (0500-03800-0200-020010).

12. To consider an adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **CIVF-NY1W02, LLC./WESCO, LLC 2021 Facility** to approve a mortgage financing, without mortgage exemption (no benefits provided). Located at 500 Prime Pl, Hauppauge. (0500-03800-0200-020010).
13. To consider the adoption of a Resolution consenting to a rooftop solar sub-lease agreement at the SYSCO Long Island LLC. Located at 5-10 Boulevard Avenue, Central Islip. (0500-09900-0400-007001 & 0500-10000-0200-078001).
14. To consider the adoption of a Resolution Authorizing the Agency to provide Financing for the construction of an **Extension of South Technology Drive, Central Islip**.
15. To consider the adoption of a Resolution Authorizing the Town of Islip Industrial Development Agency to enter into a contract with **National Development Council** for the production of a feasibility study.
16. To consider **any other business** to come before the Agency.

**TOWN OF ISLIP  
INDUSTRIAL DEVELOPMENT AGENCY  
AGENDA ITEMS FOR JUNE 15, 2021**

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**AGENDA ITEM #3**

**TYPE OF RESOLUTION: INDUCEMENT RESOLUTION**

**COMPANY: EAG PROPERTIES, LLC/WINDOSR  
PLACE, LLC**

**PROJECT LOCATION: 50 & 120 WINDSOR PLACE,  
CENTRAL ISLIP**

**JOBS (RETAINED/CREATED): RETAINED - 156-  
CREATE - 030 -**

**INVESTMENT: \$3,050,000.00**



RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING EAG PROPERTIES, LLC, A NEW YORK LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF EAG PROPERTIES, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND WINDSOR PLACE PROPERTIES, LLC, A NEW YORK LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF WINDSOR PLACE PROPERTIES, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, AND AVCO INDUSTRIES INC., A NEW YORK BUSINESS CORPORATION ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF AVCO INDUSTRIES 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, CONSTRUCTING AND EQUIPPING THE FACILITY AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY

WHEREAS, the Town of Islip Industrial Development Agency (the “**Agency**”), previously provided its assistance to (A) Windsor Place Properties, 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 Windsor Place Properties, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**50 Windsor Company**”) and Avco Industries 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 Avco Industries Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Sublessee**”), in connection with (i) the acquisition of an approximately 2.0 acre parcel of land located at 50 Windsor Place, Central Islip, New York 11722 (the “**50 Windsor Land**”), the renovation of an approximately 10,000 square foot building located thereon (the “**Original 50 Windsor Improvements**”), and the equipping thereof, including, but not limited to the purchase of fork lifts, racks, pallet jacks and paper cup converting and printing equipment (the “**Original 50 Windsor Equipment**”; and, together with the 50 Windsor Land and the Original 50 Windsor Improvements, the “**Original 50 Windsor Facility**”), which Original 50 Windsor Facility is leased by the Agency to the 50 Windsor Company and subleased by the 50 Windsor Company to, and used by, the Sublessee for its primary use as a manufacturing facility in its business of manufacturing, branding and printing of paper products, including paper plates, cups and bags for the fast food industry (the “**Original 50 Windsor Project**”); and to (B) EAG Properties, 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 EAG Properties, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**120 Windsor Company**”) and the Sublessee in connection with the acquisition of an approximately 30,000 square foot building located on a 1.81 acre parcel of land located at 120 Windsor Place, Central Islip, New York 11722 (the “**120 Windsor Land**” and the “**Original 120 Windsor Improvements**”), and the equipping thereof (the “**Original 120**

**Windsor Equipment**"; and, together with the 120 Windsor Land and the Original 120 Windsor Improvements, the "**Original 120 Windsor Facility**"; collectively, with the Original 50 Windsor Facility, the "**Original Facility**"), which Original 120 Windsor Facility is leased by the Agency to the 120 Windsor Company and subleased by the 120 Windsor Company to, and used by, the Sublessee for its primary use as a manufacturing facility in its business of manufacturing, branding and printing of paper products, including paper plates, cups and bags for the fast food industry (the "**Original 120 Windsor Project**"; and, together with the Original 50 Windsor Project, the "**Original Project**"); and;

WHEREAS, the 50 Windsor Company leased the 50 Windsor Facility to the Agency pursuant to a certain Company Lease Agreement, dated as of October 1, 2016 (the "**Original 50 Windsor Company Lease**"), between the 50 Windsor Company and the Agency; and

WHEREAS, the Agency leased and subleased the 50 Windsor Facility to the 50 Windsor Company pursuant to a certain Lease and Project Agreement, dated as of October 1, 2016 (the "**Original 50 Windsor Lease Agreement**"), between the Agency and the 50 Windsor Company; and

WHEREAS, the Agency acquired title to the Original 50 Windsor Equipment pursuant to a certain Bill of Sale, dated October 26, 2016 (the "**50 Windsor Bill of Sale**"), from the 50 Windsor Company to the Agency; and

WHEREAS, the Agency acquired a leasehold interest in the 120 Windsor Land and the 120 Windsor Improvements pursuant to a certain Company Lease Agreement, dated as of October 1, 2016 (the "**Original 120 Windsor Company Lease**"), by and between the 120 Windsor Company and the Agency; and

WHEREAS, the Agency acquired title to the Original 120 Windsor Equipment pursuant to a certain Bill of Sale, dated October 26, 2016 (the "**120 Windsor Bill of Sale**"), from the 120 Windsor Company to the Agency; and

WHEREAS, the Agency subleased and leased the 120 Windsor Facility to the 120 Windsor Company pursuant to a certain Lease and Project Agreement, dated as of October 1, 2016 (the "**120 Windsor Lease Agreement**"), by and between the Agency and the 120 Windsor Company; and

WHEREAS, the 50 Windsor Company and the Sublessee have now requested the Agency's assistance in connection with the construction and equipping of an approximately 14,000 square foot addition to the existing Original 50 Windsor Facility including, but not limited to, the acquisition and installation of new "converting" and packaging equipment to be used by the Sublessee in the manufacture and distribution of new lines of products (collectively, the "**2021 50 Windsor Facility**"; and, together with the Original 50 Windsor Facility, the "**50 Windsor Facility**"); and

WHEREAS, the 120 Windsor Company and the Sublessee have now requested the Agency's assistance in connection with a mortgage refinancing of the Original 120 Windsor Facility and an equipment expansion of the Original 120 Windsor Facility including, but not limited to, the acquisition and installation of additional specialty printing and related

manufacturing equipment, for the continued use by the Sublessee in the manufacture and distribution of new lines of products (the “**2021 120 Windsor Equipment**”; and together with the Original 120 Windsor Equipment, the “**120 Windsor Equipment**”); and

WHEREAS, the Agency will (a) acquire a leasehold interest in the 2021 50 Windsor Facility and will lease the 2021 50 Windsor Facility to the 50 Windsor Company for further sublease by the 50 Windsor Company to the Sublessee; and (b) acquire a leasehold interest in the 2021 120 Windsor Equipment, and will lease the 2021 120 Windsor 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 50 Windsor Company, the 120 Windsor Company and the Sublessee in connection with the 2021 50 Windsor Facility and the 2021 120 Windsor Facility and 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 2021 50 Windsor Facility and the 2021 120 Windsor Facility exemptions from sales and use taxes and abatement of real property taxes, 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 2021 50 Windsor Facility and the 2021 120 Windsor 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 prepared a cost/benefit analysis with respect to the proposed financial assistance for each of the 2021 50 Windsor Facility and the 2021 120 Windsor Facility; 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 2021 50 Windsor Facility and the 2021 120 Windsor 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 will be annexed hereto as Exhibit B; and

WHEREAS, the Agency has given due consideration to the application of the 50 Windsor Company, the 120 Windsor Company and the Sublessee and to representations by the 50 Windsor Company, the 120 Windsor Company and the Sublessee that the proposed financial assistance is either an inducement to the 50 Windsor Company, the 120 Windsor Company and



the Sublessee to maintain the respective 50 Windsor Facility and the 120 Windsor Facility in the Town of Islip or is necessary to maintain the competitive position of the 50 Windsor Company, the 120 Windsor Company and the Sublessee in their respective industries; and

WHEREAS, the 50 Windsor Company, the 120 Windsor Company and the Sublessee will agree to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the 50 Windsor Facility and the 120 Windsor Facility by the Agency to respective 50 Windsor Company, 120 Windsor Company and the Sublessee; 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 50 Windsor Company, the 120 Windsor Company and the Sublessee have prepared and submitted to the Agency an Environmental Assessment Form and related documents (the “Questionnaire”) with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency.

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

Section 1. Based upon the Environmental Assessment Form completed by the 50 Windsor Company, the 120 Windsor Company and the Sublessee and reviewed by the Agency and other representations and information furnished by the 50 Windsor Company, the 120 Windsor Company and the Sublessee regarding the 50 Windsor Facility and the 120 Windsor Facility, the Agency determines that the action relating to the acquisition, construction, equipping, and operation of the 50 Windsor Facility and the 120 Windsor 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 (i) acquisition, construction and equipping of the 50 Windsor Facility by the Agency, the subleasing and leasing of the 50 Windsor Facility to the 50 Windsor Company for further subleasing to the Sublessee, (ii) the leasing of the 120 Windsor 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, construct and equip the 50 Windsor Facility; (ii) acquire and equip the 120 Windsor Facility, (iii) lease and sublease the 50 Windsor Facility to the 50 Windsor Company for further sublease to the Sublessee; and (iii) lease the 120 Windsor Equipment to the Sublessee.

Section 4. The 50 Windsor Company, the 120 Windsor Company and the Sublessee are hereby notified that they will be required to comply with Section 875 of the Act. The 50 Windsor Company and the 120 Windsor Company shall be required to agree to the terms of Section 875 pursuant to the respective (i) Original 50 Windsor Lease Agreement, as amended by an Amendment to 50 Windsor Lease Agreement, dated a date to be determined (the “**50 Amendment to Lease Agreement**”), by and between the 50 Windsor Company and the Agency (ii) the Original 120 Windsor Lease Agreement, as amended by an Amendment to 120 Windsor Lease Agreement, dated a date to be determined (the “**120 Amendment to Lease Agreement**”), by and between the 120 Windsor Company and the Agency, and (iii) the Equipment Lease Agreement, dated a date to be determined (the “**120 Equipment Lease Agreement**”), by and between the Sublessee and the Agency. The 50 Windsor Company, the 120 Windsor Company and the Sublessee are further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the 50 Windsor Company, the 120 Windsor Company and the Sublessee as agents of the Agency pursuant to this resolution are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement and the Original Agency Compliance Agreement.

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 50 Windsor Company, the 120 Windsor 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 50 Windsor Company, the 120 Windsor Company and the Sublessee. The 50 Windsor Company, the 120 Windsor 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 respective 50 Windsor Facility and the 120 Windsor Facility.

Section 8. This resolution shall take effect immediately.



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

I, the undersigned Assistant Secretary of the Town of 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 Town of Islip Industrial Development Agency (the “**Agency**”), held via Live-Stream at <http://islipida.com/business-assistance/ida/ida-documents-2/96-ida-videos/ida-board-meetings/335-ida-board-meeting-6-15-2021.html>, on the 15th day of June, 2021, the following members of the Agency 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, due to the Novel Coronavirus (COVID-19) Emergency State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended to date, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Agency's Board Meeting on June 15, 2021 (the "**Board Meeting**"), was held electronically via Live-Stream instead of a public meeting open for the public to attend in person. Members of the public were advised, via the Agency's website, to listen to the Board Meeting by going to <http://islipida.com/business-assistance/ida/ida-documents-2/96-ida-videos/ida-board-meetings/335-ida-board-meeting-5-18-2021.html>, and were further advised that the Minutes of the Board Meeting would be transcribed and posted on the Agency's website, and that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 15, 2021.

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Assistant Secretary

EXHIBIT A

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**NOTICE OF PUBLIC HEARING**

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**NOTICE IS HEREBY GIVEN** that due to the Novel Coronavirus (COVID-19) Emergency State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended to date, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Public Hearing scheduled for \_\_\_\_\_, 2021, at \_\_\_\_\_ a.m., local time will be held by the Town of Islip Industrial Development Agency electronically via conference call in connection with the following matters:

[PROJECT DESCRIPTION TO COME]

A representative of the Agency will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the \_\_\_\_\_ or the location or nature of the \_\_\_\_\_. Members of the public may listen to the Public Hearing and comment on the \_\_\_\_\_ and the benefits to be granted to the \_\_\_\_\_ by the Agency during the Public Hearing by calling (631) 490-9050, conference number 1040, and entering password 24816. Comments may also be submitted to the Agency in writing or electronically. Minutes of the Public Hearing will be transcribed and posted on the Agency's website. Prior to the hearing, all persons will have the opportunity to review on the Agency's website (<https://islipida.com/>) the application for financial assistance filed by the \_\_\_\_\_ with the Agency and an analysis of the costs and benefits of the proposed \_\_\_\_\_.

Dated: \_\_\_\_\_, 2021

TOWN OF ISLIP INDUSTRIAL  
DEVELOPMENT AGENCY

By: John G. Walser  
Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON  
\_\_\_\_\_, 2021 at \_\_\_\_\_ A.M.

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY  
(\_\_\_\_\_) \_\_\_\_\_

Section 1. \_\_\_\_\_ of the Town of Islip Industrial Development Agency (the “**Agency**”) called the hearing to order.

Section 2. The \_\_\_\_\_ then appointed \_\_\_\_\_, the \_\_\_\_\_ of the Agency, the hearing officer of the Agency, to record the minutes of the hearing.

Section 3. The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the [\_\_\_\_\_] as follows:

[PROJECT DESCRIPTION TO COME]

Section 4. The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the \_\_\_\_\_. The following is a listing of the persons heard and a summary of their views:

Section 5. The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at \_\_\_\_\_.

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 the minutes of a public hearing held by the Town of Islip Industrial Development Agency (the “**Agency**”) on the \_\_\_\_ day of \_\_\_\_, 2021, at \_\_\_\_ a.m., local time, by calling (631) 490-9050, conference number 1040, and entering password 24816, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of \_\_\_\_ \_\_\_\_, 2021.

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Assistant Secretary



**TOWN OF ISLIP  
INDUSTRIAL DEVELOPMENT AGENCY  
AGENDA ITEMS FOR JUNE 15, 2021**

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**AGENDA ITEM #4**

**TYPE OF RESOLUTION: INDUCEMENT/AUTHORIZING**

**COMPANY: STEEL K, LLC**

**PROJECT LOCATION: 555 N. RESEARCH WAY,  
CENTRAL ISLIP**

**JOBS (RETAINED/CREATED): RETAINED - 00 -  
CREATE - 00 -**

**INVESTMENT: \$26,107,264.00**

Date: June 15, 2021

At a meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), held via Live-Stream at <http://islipida.com/business-assistance/ida/ida-documents-2/96-ida-videos/ida-board-meetings/335-ida-board-meeting-06-15-2021.html>, on the 15th day of June, 2021, 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 the assignment and assumption of the Agency’s 555 N Research Corporation/CVD Materials Corporation 2017 Facility, the execution and delivery of documents with respect thereto and the sale of the Facility to Steel K, LLC

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 APPROVING THE ASSIGNMENT AND ASSUMPTION OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY TO STEEL K, LLC, A DELAWARE LIMITED LIABILITY COMPANY OR ANOTHER ENTITY FORMED OR TO BE FORMED BY STEEL K, LLC, OR THE PRINCIPALS THEREOF AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING THE FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as 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 the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency has previously provided its assistance to 555 N. Research Corporation, a business corporation duly organized and validly existing under the laws of the State of New York (the “**Original Company**”), in connection with the (a) the acquisition of an approximately 11.88 acre parcel of land located at 555 North Research Place, Central Islip, New York 11722 (the “**Land**”), the renovation of an approximately 179,000 square foot building located thereon, together with the acquisition, installation and equipping of improvements, structures and other related facilities attached to the Land (the “**Original Improvements**”) and the acquisition and installation therein of certain equipment not part of the Original Equipment (as such term is defined herein) (the “**Original Facility Equipment**”; and, together with the Land and the Improvements, the “**Original Company Facility**”), which Original Company Facility is leased and subleased by the Agency to the Original Company and further subleased by the Original Company to CVD Materials Corporation, a New York business corporation (the “**Original Sublessee**”); and (b) the acquisition and installation of certain equipment and personal property (the “**Original Equipment**”, and together with the Original Company Facility, the “**Original Facility**”), which Original Equipment is leased by the Agency to the Original Sublessee, and which Original Facility is currently used by the Original Sublessee for its primary use as a manufacturing facility to process surface treatments or films and coatings on various product lines in its business as a manufacturer of equipment and materials for the semiconductor industry (the “**Original Project**”); and

WHEREAS, the Agency acquired a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of November 1, 2017 (the “**Original Company Lease**”), by and between the Original Company and the Agency, a memorandum of which was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency acquired title to the Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the “**Bill of Sale**”), from the Original Company to the Agency; and

WHEREAS, the Agency subleases and leases the Original Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of November 1, 2017 (the “**Original Lease Agreement**”), by and between the Agency and the Original Company, a memorandum of which was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, Steel K, LLC, a Delaware limited liability company or another entity formed or to be formed by Steel K, LLC, or the principals thereof (collectively, the “**Assignee**”) has requested the Agency’s consent has now requested the Agency’s consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the Original Company Lease, the Original Lease Agreement and certain other agreements in connection with the Facility to, and the assumption by, the Assignee of all of such rights, title, interest and obligations of the Original Company, and the release of the Original Company from any further liability with respect to the Facility subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Assignment, Assumption and Amendment Agreement**”), by and among the Agency, the Original Company and the Assignee; and

WHEREAS, the Original Company Lease will be assigned by the Original Company and assumed by the Assignee, pursuant to a certain Assignment and Assumption of Company Lease Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Assignment of Company Lease Agreement**”), by and between the Original Company and the Assignee and consented to by the Agency; and

WHEREAS, the Original Lease, Agreement will be assigned by the Original Company and assumed by the Assignee, pursuant to a certain Assignment and Assumption of Lease Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Assignment of Lease Agreement**”), by and between the Original Company and the Assignee, and consented to by the Agency; and

WHEREAS, if required, the Original Lease Agreement, as assigned by the Assignment and Assumption Agreement and the Assignment of Lease Agreement, will be amended and restated pursuant to an Amended and Restated Lease and Project Agreement to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Amended and Restated Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency and the Assignee will enter into such other documents upon advice of counsel, in both form and substance, as may be reasonably required to effectuate the assignment and assumption of the Facility (together with the Assignment, Assumption

and Amendment Agreement, the Assignment of Company Lease Agreement, the Assignment of Lease Agreement, and the Amended and Restated Lease Agreement, collectively, the “**Assignment Documents**”); and

WHEREAS, pursuant to Section 9.3 of the Original Lease Agreement, the Facility may be assigned, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, the Assignee has requested the Agency provide assistance in connection with (a) the acquisition of the Original Facility, (b) the renovation of the Original Improvements (the Original Improvements, as renovated, are the “**Improvements**”), and (c) the acquisition and installation of certain equipment and personal property (the “**Equipment**”, and together with the Land and Improvements, the “**Facility**”), which Facility will be leased by the Assignee to ELM Freight Handlers Inc. (the “**Tenant**”) and other future tenants to be determined (the “**Project**”); and

WHEREAS, the Tenant will execute a Tenant Agency Compliance Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**TACA**”), by and between the Agency and the Tenant; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Assignee in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$18,270,000 but not to exceed \$20,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$137,025, but not to exceed \$150,000, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping of the Facility, (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$90,420.88, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) continued abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof); and

WHEREAS, a public hearing (the “**Hearing**”) was 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 could be heard; and

WHEREAS, notice of the Hearing was given and such notice (together with proof of publication) is in substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the minutes of the Hearing are substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the Agency has given due consideration to the application of the Assignee and to representations by the Assignee that the proposed transaction is necessary to maintain the competitive position of the Assignee in its industry; and



WHEREAS, the Assignee has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the assignment of the Facility from the Original Company to the Assignee and the continued leasing of the Facility by the Agency to the Assignee for further sublease by the Assignee to the Tenant and future tenants; and

WHEREAS, the Agency will consent to the assignment by the Original Company and the assumption by the Assignee of the Original Company's interests in the Facility and the Agency will thereafter sublease the Facility to the Assignee; and

WHEREAS, in connection with the assignment and assumption of the Facility, the Assignee has requested the Agency's consent to enter into a refinancing of the Facility with a lender or lenders to be determined (the "**Lender**"), by entering into a mortgage or mortgages from the Assignee and the Agency to the Lender securing the principal amount presently estimated to be \$18,270,000, but not to exceed \$20,000,000 (the "**2021 Loan**"); and

WHEREAS, as security for such 2021 Loan being made to the Assignee by the Lender, the Assignee has submitted a request to the Agency that it join with the Assignee 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, pursuant to Section 9.3 of the Original Lease Agreement, the Facility may be assigned, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, the Agency will consent to the assignment by the Original Company and the assumption by the Assignee of the Original Company's interests in the Facility and the Agency will thereafter sublease the Facility to the Assignee; and

WHEREAS, the Original Company and the Assignee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the sublease of the Facility.

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

Section 1. The Agency hereby finds and determines:

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

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

(c) The leasing of the Facility to the Assignee 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; and

(d) The leasing of the Facility is reasonably necessary to induce the Assignee to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Assignee and counsel to the Assignee, the Facility conforms with the local zoning laws and planning regulations of the Town of Islip, Suffolk County and all regional and local land use plans for the area in which the Facility is located; and

(f) It is desirable and in the public interest for the Agency to lease the Facility to the Assignee; and

(g) It is desirable and in the public interest for the Agency to consent to the assignment and assumption of the interest in the Facility from the Original Company to the Assignee; and

(h) The Assignment Documents to which the Agency is a party will be effective instruments whereby the Agency, the Assignee and the Original Company will effectuate the assignment and assumption of the Facility; and

(i) The Loan Documents will be effective instruments whereby the Agency and the Assignee agree to secure the 2021 Loan and assign to the Lender their respective rights under the Original Lease Agreement (except the Agency's Unassigned Rights as defined therein).

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment and assumption of the Facility from the Original Company to and by the Assignee pursuant to the Assignment, Assumption and Amendment Agreement, (ii) execute, deliver and perform the Assignment, Assumption and Amendment Agreement, (iii) consent to the assignment of the Original Company Lease pursuant to the Assignment of Company Lease; (iv) execute, deliver and perform the Assignment of Company Lease; (v) consent to the assignment and assumption of the Original Lease Agreement pursuant to the Assignment of Lease Agreement; (vi) execute, deliver and perform the Assignment of Lease Agreement; (vii) lease the Facility to the Assignee pursuant to the Amended and Restated Lease Agreement (if required), (viii) execute and deliver the other Assignment Documents, (ix) 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 "**Mortgage**"), (x) execute, deliver and perform the Mortgage, and (xi) execute, deliver and perform the Loan Documents to which the Agency is a party, as may be necessary or appropriate to effect the 2020 Loan or any subsequent refinancing of the Mortgage.

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

Section 4. The Agency is hereby authorized to consent to the assignment and assumption of the Facility by the Assignee and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such assignment and assumption are hereby approved, ratified and confirmed.

Section 5. The Agency hereby authorizes and approves the following economic benefits to be granted to the Assignee in connection with the acquisition, renovation and equipping of the Facility in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$18,270,000 but not to exceed \$20,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$137,025, but not to exceed \$150,000, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping of the Facility, (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$90,420.88, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) the continued abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C hereof).

Section 6. Subject to the provisions of this resolution, the Assignee is herewith and hereby appointed the agents of the Agency to acquire, renovate and equip the Facility. The Assignee is hereby empowered to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Assignee may choose in order to acquire, renovate and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Assignee as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Assignee, as agent of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Assignee of any 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. The Assignee 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 Assignee, as agent of the Agency. The aforesaid appointment of the Assignee as agent of the Agency to acquire, renovate and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Assignee has received exemptions from sales and use taxes in an amount not to exceed \$90,420.88, in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Assignee, if such activities and improvements are not completed by such time. The aforesaid appointment of the Assignee is subject to the execution of the documents contemplated by this resolution.

Section 7. The Assignee is hereby notified that it will be required to comply with Section 875 of the Act. The Assignee shall be required to agree to the terms of Section 875 pursuant to the Original Lease Agreement, as assigned by the Assignment, Assumption and Amendment Agreement and the Assignment of Lease Agreement. The Assignee is further

notified that the mortgage exemptions, the tax exemptions and the continued abatements provided pursuant to the Act are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Original Lease Agreement, as assigned.

Section 9. The form and substance of the Assignment, Assumption and Amendment Agreement, the other Assignment Documents, and the Loan Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 10.

(a) The Chairman, Vice Chairman, Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment, Assumption and Amendment Agreement, the other Assignment Documents, and the Loan Documents to which the Agency is a party, in the form the Chairman, Vice Chairman, Executive Director, or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Executive Director, or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “**Agency Documents**”). The execution thereof by Chairman, Vice Chairman, Executive Director, or any member of the Agency shall constitute conclusive evidence of such approval.

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

Section 11. 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 12. This resolution shall take effect immediately.

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 the 15th day of June, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

I FURTHER CERTIFY that, due to the Novel Coronavirus (COVID-19) Emergency State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020, as amended and extended to date, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Agency’s Board Meeting on June 15, 2021 (the “**Board Meeting**”), was held electronically via Live-Stream instead of a public meeting open for the public to attend in person. Members of the public were advised, via the Agency’s website, to listen to the Board Meeting by going to <http://islipida.com/business-assistance/ida/ida-documents-2/96-ida-videos/ida-board-meetings/335-ida-board-meeting-06-15-2021.html>, and were further advised that the Minutes of the Board Meeting would be transcribed and posted on the Agency’s website, and that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 15, 2021.

By: \_\_\_\_\_  
Assistant Secretary



## EXHIBIT A

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### NOTICE OF PUBLIC HEARING

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**NOTICE IS HEREBY GIVEN** that due to the Novel Coronavirus (COVID-19) Emergency State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended to date, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Public Hearing scheduled for June 14, 2021, at 11:30 a.m., local time will be held by the Town of Islip Industrial Development Agency (the "**Agency**") electronically via conference call in connection with the following matters:

The Agency has previously provided its assistance to 555 N. Research Corporation, a business corporation duly organized and validly existing under the laws of the State of New York (the "**Original Company**"), in connection with the (a) the acquisition of an approximately 11.88 acre parcel of land located at 555 North Research Place, Central Islip, New York 11722 (the "**Land**"), the renovation of an approximately 179,000 square foot building located thereon, together with the acquisition, installation and equipping of improvements, structures and other related facilities attached to the Land (the "**Original Improvements**") and the acquisition and installation therein of certain equipment not part of the Original Equipment (as such term is defined herein) (the "**Original Facility Equipment**"; and, together with the Land and the Improvements, the "**Original Company Facility**"), which Original Company Facility is leased and subleased by the Agency to the Company and further subleased by the Company to CVD Materials Corporation, a New York business corporation (the "**Original Sublessee**"); and (b) the acquisition and installation of certain equipment and personal property (the "**Original Equipment**", and together with the Original Company Facility, the "**Original Facility**"), which Original Equipment is leased by the Agency to the Original Sublessee, and which Original Facility is currently used by the Original Sublessee for its primary use as a manufacturing facility to process surface treatments or films and coatings on various product lines in its business as a manufacturer of equipment and materials for the semiconductor industry (the "**Original Project**").

The Agency leased the Original Company Facility from the Original Company pursuant to a certain Company Lease Agreement, dated as of November 1, 2017 (the "**Original Company Lease**") by and between the Agency and the Original Company, and the Agency leased the Original Company Facility back to the Original Company pursuant to a certain Lease and Project Agreement, dated as of November 1, 2017 (the "**Original Lease Agreement**") by and between the Agency and the Original Company.

The Original Company has now requested the Agency's consent to the (i) assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Facility to Steel K, LLC, a Delaware limited liability company or another entity formed or to be formed by Steel K, LLC, or the principals thereof (collectively, the "**Assignee**"), and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Original Company, and (ii) the release of the

Original Company from any further liability with respect to the Facility, subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Assignment and Assumption Agreement**”), by and among the Agency, the Original Company and the Assignee, a certain Assignment and Assumption of Company Lease Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Assignment of Company Lease**”), by and between the Original Company, the Agency, and the Assignee, and a certain Assignment and Assumption of Lease Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Assignment of Lease Agreement**”, and together with the Original Lease Agreement and the Assignment and Assumption Agreement, the “**Lease Agreement**”), by and between the Original Company and the Assignee, and consented to by the Agency. All terms used herein and not defined are defined in Schedule A of the Original Lease Agreement.

The Assignee has requested the Agency provide assistance in connection with (a) the acquisition of the Original Facility, (b) the renovation of the Original Improvements (the Original Improvements, as renovated, are the “**Improvements**”), and (c) the acquisition and installation of certain equipment and personal property (the “**Equipment**”, and together with the Land and Improvements, the “**Facility**”), which Facility will be leased by the Assignee to ELM Freight Handlers Inc. (the “**Tenant**”) and other future tenants to be determined (the “**Project**”). The Facility will be initially owned by the Assignee, and operated and managed by the Assignee and the Tenant.

The Agency contemplates that it will provide financial assistance to the Assignee 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 continued abatement of real property taxes pursuant to terms of the Lease Agreement, all consistent with the uniform tax exemption policies (“**UTEP**”) of the Agency.

A representative of the Agency will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. Members of the public may listen to the Public Hearing and comment on the Project and the benefits to be granted to the Assignee by the Agency during the Public Hearing by calling (631) 490-9050, conference number 1040, and entering password 24816. Comments may also be submitted to the Agency in writing or electronically. Minutes of the Public Hearing will be transcribed and posted on the Agency’s website. Prior to the hearing, all persons will have the opportunity to review on the Agency’s website (<https://islipida.com/>) the application for financial assistance filed by the Assignee with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: June \_\_, 2021

TOWN OF ISLIP INDUSTRIAL  
DEVELOPMENT AGENCY

By: John G. Walser

Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON  
JUNE 14, 2021 at 11:30 A.M.

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY  
(STEEL K, LLC 2021 FACILITY)

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Section 1. \_\_\_\_\_ of the Town of Islip Industrial Development Agency (the “Agency”) called the hearing to order.

Section 2. The \_\_\_\_\_ then appointed \_\_\_\_\_, the \_\_\_\_\_ of the Agency, the hearing officer of the Agency, to record the minutes of the hearing.

Section 3. The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility as follows:

The Agency has previously provided its assistance to 555 N. Research Corporation, a business corporation duly organized and validly existing under the laws of the State of New York (the “**Original Company**”), in connection with the (a) the acquisition of an approximately 11.88 acre parcel of land located at 555 North Research Place, Central Islip, New York 11722 (the “**Land**”), the renovation of an approximately 179,000 square foot building located thereon, together with the acquisition, installation and equipping of improvements, structures and other related facilities attached to the Land (the “**Original Improvements**”) and the acquisition and installation therein of certain equipment not part of the Original Equipment (as such term is defined herein) (the “**Original Facility Equipment**”; and, together with the Land and the Improvements, the “**Original Company Facility**”), which Original Company Facility is leased and subleased by the Agency to the Company and further subleased by the Company to CVD Materials Corporation, a New York business corporation (the “**Original Sublessee**”); and (b) the acquisition and installation of certain equipment and personal property (the “**Original Equipment**”, and together with the Original Company Facility, the “**Original Facility**”), which Original Equipment is leased by the Agency to the Original Sublessee, and which Original Facility is currently used by the Original Sublessee for its primary use as a manufacturing facility to process surface treatments or films and coatings on various product lines in its business as a manufacturer of equipment and materials for the semiconductor industry (the “**Original Project**”).

The Agency leased the Original Company Facility from the Original Company pursuant to a certain Company Lease Agreement, dated as of November 1, 2017 (the “**Original Company Lease**”) by and between the Agency and the Original Company, and the Agency leased the Original Company Facility back to the Original Company pursuant to a certain Lease and Project Agreement, dated as of November 1, 2017

(the “**Original Lease Agreement**”) by and between the Agency and the Original Company.

The Original Company has now requested the Agency’s consent to the (i) assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Facility to Steel K, LLC, a Delaware limited liability company or another entity formed or to be formed by Steel K, LLC, or the principals thereof (collectively, the “**Assignee**”), and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Original Company, and (ii) the release of the Original Company from any further liability with respect to the Facility, subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Assignment and Assumption Agreement**”), by and among the Agency, the Original Company and the Assignee, a certain Assignment and Assumption of Company Lease Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Assignment of Company Lease**”), by and between the Original Company, the Agency, and the Assignee, and a certain Assignment and Assumption of Lease Agreement, to be dated as of June 1, 2021, or such other date as may be determined by the Chairman, Executive Director and counsel to the Agency (the “**Assignment of Lease Agreement**”, and together with the Original Lease Agreement and the Assignment and Assumption Agreement, the “**Lease Agreement**”), by and between the Original Company and the Assignee, and consented to by the Agency. All terms used herein and not defined are defined in Schedule A of the Original Lease Agreement.

The Assignee has requested the Agency provide assistance in connection with (a) the acquisition of the Original Facility, (b) the renovation of the Original Improvements (the Original Improvements, as renovated, are the “**Improvements**”), and (c) the acquisition and installation of certain equipment and personal property (the “**Equipment**”, and together with the Land and Improvements, the “**Facility**”), which Facility will be leased by the Assignee to ELM Freight Handlers Inc. (the “**Tenant**”) and other future tenants to be determined (the “**Project**”). The Facility will be initially owned by the Assignee, and operated and managed by the Assignee and the Tenant.

The Agency contemplates that it will provide financial assistance to the Assignee 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 continued abatement of real property taxes pursuant to terms of the Lease Agreement, all consistent with the uniform tax exemption policies (“**UTEP**”) of the Agency.

Section 4. The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

Section 5. The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at \_\_\_\_\_.



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 the minutes of a public hearing held by the Town of Islip Industrial Development Agency (the “**Agency**”) on the 14th day of June, 2021, at 11:30 a.m., local time, by calling (631) 490-9050, conference number 1040, and entering password 24816, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 14, 2021.

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Assistant Secretary

## EXHIBIT C

### PILOT Schedule

Formula for In-Lieu-of-Taxes Payment: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date thereof, within which the facility is wholly or partially located), Central Islip Union Free School District, Suffolk County and appropriate Special Districts.

#### Definitions

Normal Tax Due = Those payments for taxes and assessments, and other special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located) which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption.

#### Formula

##### Year

2020/2021	100% Normal Tax Due on the Taxable Assessed Value of \$412,500
2021/2022	100% Normal Tax Due on the Taxable Assessed Value of \$412,500
2022/2023	100% Normal Tax Due on the Taxable Assessed Value of \$491,650
2023/2024	100% Normal Tax Due on the Taxable Assessed Value of \$570,800
2024/2025	100% Normal Tax Due on the Taxable Assessed Value of \$649,950
2025/2026	100% Normal Tax Due on the Taxable Assessed Value of \$729,100
2026/2027	100% Normal Tax Due on the Taxable Assessed Value of \$808,250
2027/2028	100% Normal Tax Due on the Taxable Assessed Value of \$887,400
2028/2029	100% Normal Tax Due on the Taxable Assessed Value of \$966,550
2029/2030	100% Normal Tax Due on the Taxable Assessed Value of \$1,045,700
2030/2031	100% Normal Tax Due on the Taxable Assessed Value of \$1,124,850
And thereafter: 100% Normal Tax Due on the Full Assessed Value	

**TOWN OF ISLIP  
INDUSTRIAL DEVELOPMENT AGENCY  
AGENDA ITEMS FOR JUNE 15, 2021**

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**AGENDA ITEM #5**

**TYPE OF RESOLUTION: AUTHORIZING RESOLUTION**

**COMPANY: RELIANCE COMMUNICATIONS, LLC**

**PROJECT LOCATION: 1560 FIFTH AVENUE, BAY  
SHORE**

**JOBS (RETAINED/CREATED): RETAINED - 26 -  
CREATE - 34 -**

**INVESTMENT: \$8,839,000**

Date: June 15, 2021

At a meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), held via Live-Stream at <http://islipida.com/business-assistance/ida/ida-documents-2/96-ida-videos/ida-board-meetings/335-ida-board-meeting-06-15-2021.html>, on 15th day of June, 2021, 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 certain matters pertaining to acquisition of a leasehold interest to a certain industrial development facility more particularly described below (Ashi Properties, LLC/ Reliance Communications, LLC 2021 Facility).

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 TAKING OFFICIAL ACTION TOWARD APPOINTING ASHI PROPERTIES, LLC, A NEW YORK LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF ASHI PROPERTIES, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND RELIANCE COMMUNICATIONS, LLC, A NEW JERSEY LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF RELIANCE COMMUNICATIONS, 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, RENOVATING AND EQUIPPING THE FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as 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 the acquisition of certain industrial development projects as authorized by the Act; 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, Ashi Properties, 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 Ashi Properties, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”) and Reliance Communications, LLC, a limited liability company organized and existing under the laws of the State of New Jersey, on behalf of itself and/or the principals of Reliance Communications, 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 2.9 acre parcel of land located at 1560 Fifth Avenue, Bay Shore, New York 11706 (the “**Land**”), the renovation of an existing approximately 52,000 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 defined below) (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 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 as manufacturing and distribution space in the Sublessee's business as a manufacturer and distributor of wireless devices (the "**Project**"); and

WHEREAS, the Agency, by resolution duly adopted on May 18, 2021 (the "**Inducement Resolution**"), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements and title to the Facility Equipment and the Equipment, and will sublease and lease the Company Facility to the Company for further sublease to the Sublessee, and will lease the Equipment to the Sublessee; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of June 1, 2021, or such other date as the Chairman or the Executive Director of the Agency and counsel to the Agency shall agree (the "**Company Lease**"), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the Facility Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the "**Bill of Sale**"), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the Company Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of June 1, 2021 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Company will sub-sublease the Company Facility to the Sublessee pursuant to a sublease agreement, dated a date not yet determined (the "**Sublease Agreement**"), between the Company and the Sublessee; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Equipment Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the "**Equipment Bill of Sale**"), from the Sublessee to the Agency; and

WHEREAS, the Agency will lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of June 1, 2021 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the "**Equipment Lease Agreement**"), by and between the Agency and the Sublessee; and

WHEREAS, the Sublessee and the Agency will enter into a certain Agency Compliance Agreement, dated as of June 1, 2021, or such other date as may be determined by the Chairman or Executive Director of the Agency and counsel to the Agency (the "**Agency Compliance Agreement**"), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

WHEREAS, as security for a Loan or Loans (as such term is defined in the Lease Agreement), the Agency and the Company will execute and deliver to a lender or lenders not yet determined (collectively, the “**Lender**”), a mortgage or mortgages, and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Lender, to be dated a date to be determined, in connection with the financing, any refinancing or permanent financing of the costs of the acquisition, demolition, renovation and equipping of the Facility (collectively, the “**Loan Documents**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$4,650,000 but not to exceed \$5,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$34,875.00 but not to exceed \$37,500.00, in connection with the financing of the acquisition, demolition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, demolishing, renovating and equipping of the Facility (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$129,375, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof); 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 transaction is necessary to maintain the competitive position of the Company and the Sublessee in their respective industries; and

WHEREAS, the Company and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company for further sublease by the Company to the Sublessee.

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

Section 1. The Agency hereby finds and determines:

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

(b) The Facility constitutes a “project”, as such term is 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 Islip. The Company and the Sublessee have represented to the Agency that they intend to create approximately thirty-four (34) new full-time employees within the second year after completion of the Facility; and

(d) The acquisition, renovation and equipping of the Facility, the leasing of the Company Facility to the Company for further subleasing to the Sublessee, and the leasing of the Equipment to the Sublessee, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Town of Islip, and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(e) The acquisition, demolition, renovation and equipping of the Facility by the Agency is reasonably necessary to induce the Company and the Sublessee to maintain and expand their respective business operations in the Town of Islip; and

(f) Based upon representations of the Company, the Sublessee and counsel to the Company and the Sublessee, the Facility conforms 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; and

(g) It is desirable and in the public interest for the Agency to sublease the Land and the Improvements and to lease the Facility Equipment to the Company and to lease the Equipment to the Sublessee; and

(h) The Company Lease will be an effective instrument whereby the Agency leases the Land and the Improvements from the Company; and

(i) The Lease Agreement will be an effective instrument whereby the Agency leases and subleases the Facility to the Company, the Agency and the Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will describe the circumstances in which the Agreement may recapture some or all of the benefits granted to the Company; and

(j) The Equipment Lease Agreement will be an effective instrument whereby the Agency leases the Equipment to the Sublessee; and

(k) The Agency Compliance Agreement will be an effective instrument whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

(l) The Loan Documents to which the Agency is a party will be effective instruments whereby the Agency and the Company agree to secure the loan made to the Company by the Lender.

Section 2. The Agency has assessed all material information included in connection with the Company's and the Sublessee's application for financial assistance, including but not limited to, the cost-benefit analysis prepared by the Agency and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company and the Sublessee.



Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Company Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) lease the Equipment to the Sublessee pursuant to the Equipment Lease Agreement, (vi) execute, deliver and perform the Equipment Lease Agreement, (vii) execute and deliver the Agency Compliance Agreement, (viii) grant a mortgage on and security interests in and to the Facility pursuant to the Loan Documents, and (ix) execute and deliver the Loan Documents to which the Agency is a party.

Section 4. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and the personal property described in Exhibit A to the Equipment Lease Agreement, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 5. The Agency is hereby authorized to execute and deliver the Loan Documents in connection with the financing of the costs of acquiring, demolishing, renovating and equipping the Facility and any future Loan Documents in connection with any future refinancing or permanent financing of such costs of acquiring, renovating and equipping of the Facility without the need for any further or future approvals of the Agency.

Section 6. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company and the Sublessee in connection with the acquisition, renovation and equipping of the Facility in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$4,650,000 but not to exceed \$5,000,000 corresponding to mortgage recording tax exemptions presently estimated to be \$34,875.00 but not to exceed \$37,500.00, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping of the Facility (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$129,375, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof).

Section 7. Subject to the provisions of this resolution, the Company and the Sublessee are herewith and hereby appointed the agents of the Agency to acquire, renovate and equip the Facility. The Company and the Sublessee are hereby empowered to delegate their respective status as agents of the Agency to their respective agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company and the Sublessee may choose in order to acquire, renovate and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company and the Sublessee as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor

or supplier, and the Company and the Sublessee, as agents of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Company or the Sublessee of any 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. The Company and the Sublessee 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 and the Sublessee, as agents of the Agency. The aforesaid appointment of the Company and the Sublessee as agents of the Agency to acquire, renovate and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company and the Sublessee have received exemptions from sales and use taxes in an amount not to exceed \$129,375, in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company and/or the Sublessee, if such activities and improvements are not completed by such time. The aforesaid appointment of the Company and the Sublessee is subject to the execution of the documents contemplated by this resolution.

Section 8. The Company and the Sublessee are hereby notified that they will be required to comply with Section 875 of the Act. The Company and the Sublessee shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement and the Agency Compliance Agreement. The Company and the Sublessee are further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Company and the Sublessee, as agents of the Agency pursuant to this Authorizing Resolution, are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement and the Agency Compliance Agreement.

Section 9. The form and substance of the Company Lease, the Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, and the Loan Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 10. The Chairman, Vice Chairman, Executive Director, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease, the Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, and the Loan Documents to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Vice Chairman, Executive Director,



Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

Section 11. The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 12. 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 13. This resolution shall take effect immediately.

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 the 15th day of June, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

I FURTHER CERTIFY that, due to the Novel Coronavirus (COVID-19) Emergency State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020, as amended and extended to date, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Agency’s Board Meeting on June 15, 2021 (the “**Board Meeting**”), was held electronically via Live-Stream instead of a public meeting open for the public to attend in person. Members of the public were advised, via the Agency’s website, to listen to the Board Meeting by going to <http://islipida.com/business-assistance/ida/ida-documents-2/96-ida-videos/ida-board-meetings/335-ida-board-meeting-06-15-2021.html>, and were further advised that the Minutes of the Board Meeting would be transcribed and posted on the Agency’s website, and that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 15, 2021.

By: \_\_\_\_\_  
Assistant Secretary

## EXHIBIT A

### Proposed PILOT Benefits

Formula for Payments-In-Lieu-of-Taxes: Town of Islip, (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Bay Shore Union Free School District, Suffolk County and Appropriate Special Districts

Address – 1560 Fifth Avenue, Bay Shore, Town of Islip,  
Suffolk County, New York

Formula: 10-year abatement starting at 50% of assessed value decreasing 5% annually

#### Year

- |               |  |
|---------------|--|
| 1             | 100% normal tax on 50% of the taxable assessed value |
| 2             | 100% normal tax on 55% of the taxable assessed value |
| 3             | 100% normal tax on 60% of the taxable assessed value |
| 4             | 100% normal tax on 65% of the taxable assessed value |
| 5             | 100% normal tax on 70% of the taxable assessed value |
| 6             | 100% normal tax on 75% of the taxable assessed value |
| 7             | 100% normal tax on 80% of the taxable assessed value |
| 8             | 100% normal tax on 85% of the taxable assessed value |
| 9             | 100% normal tax on 90% of the taxable assessed value |
| 10            | 100% normal tax on 95% of the taxable assessed value |
| 11 and beyond | 100% normal tax on the full assessed value           |

**TOWN OF ISLIP  
INDUSTRIAL DEVELOPMENT AGENCY  
AGENDA ITEMS FOR JUNE 15, 2021**

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**AGENDA ITEM #6**

**TYPE OF RESOLUTION: AUTHORIZING RESOLUTION**

**COMPANY: 100 WILBUR PLACE, LLC/NY TENT,  
LLC**

**PROJECT LOCATION: 100 WILBUR PLACE, BOHEMIA**

**JOBS (RETAINED/CREATED): RETAINED - 47 -  
CREATE - 59 -**

**INVESTMENT: \$8,035,000**

Date: June 15, 2021

At a meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), held via Live-Stream at <http://islipida.com/business-assistance/ida/ida-documents-2/96-ida-videos/ida-board-meetings/335-ida-board-meeting-06-15-2021.html>, on 15th day of June, 2021, 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 certain matters pertaining to acquisition of a leasehold interest to a certain industrial development facility more particularly described below (100 Wilbur Place LLC/NY Tent, LLC 2021 Facility).

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 TAKING OFFICIAL ACTION TOWARD APPOINTING 100 WILBUR PLACE LLC, A NEW YORK LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF 100 WILBUR PLACE LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND NY TENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF NY TENT, 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, RENOVATING AND EQUIPPING THE FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as 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 the acquisition of certain industrial development projects as authorized by the Act; 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, 100 Wilbur Place 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 100 Wilbur Place LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Company**") and NY Tent, LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of NY Tent, 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 the acquisition of an approximately 2.50 acre parcel of land located at 100 Wilbur Place, Bohemia, New York (the "**Land**"), the demolition of approximately 2,500 square foot portion of the existing approximately 43,454 square foot building located on the Land and the renovation of an approximately 2,500 square feet of the remaining space (the "**Improvements**"), and the acquisition and installation therein of certain equipment and personal property, not part of the Equipment (as defined below) (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 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 office and manufacturing space in the Sublessee's business as a distributor of tents and other event rentals (the "**Project**"); and

WHEREAS, the Agency, by resolution duly adopted on May 18, 2021 (the "**Inducement Resolution**"), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements and title to the Facility Equipment and the Equipment, and will sublease and lease the Company Facility to the Company for further sublease to the Sublessee, and will lease the Equipment to the Sublessee; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of June 1, 2021, or such other date as the Chairman or the Executive Director of the Agency and counsel to the Agency shall agree (the "**Company Lease**"), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the Facility Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the "**Bill of Sale**"), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the Company Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of June 1, 2021 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Company will sub-sublease the Company Facility to the Sublessee pursuant to a sublease agreement, dated a date not yet determined (the "**Sublease Agreement**"), between the Company and the Sublessee; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Equipment Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the "**Equipment Bill of Sale**"), from the Sublessee to the Agency; and

WHEREAS, the Agency will lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of June 1, 2021 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the "**Equipment Lease Agreement**"), by and between the Agency and the Sublessee; and

WHEREAS, the Sublessee and the Agency will enter into a certain Agency Compliance Agreement, dated as of June 1, 2021, or such other date as may be determined by the Chairman or Executive Director of the Agency and counsel to the Agency (the "**Agency Compliance Agreement**"), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

WHEREAS, as security for a Loan or Loans (as such term is defined in the Lease Agreement), the Agency and the Company will execute and deliver to a lender or lenders not

yet determined (collectively, the “**Lender**”), a mortgage or mortgages, and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Lender, to be dated a date to be determined, in connection with the financing, any refinancing or permanent financing of the costs of the acquisition, demolition, renovation and equipping of the Facility (collectively, the “**Loan Documents**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$6,525,000 but not to exceed \$7,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$48,937.50, but not to exceed \$52,500.00, in connection with the financing of the acquisition, demolition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, demolishing, renovating and equipping of the Facility (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$64,687.50, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof); 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 transaction is necessary to maintain the competitive position of the Company and the Sublessee in their respective industries; and

WHEREAS, the Company and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company for further sublease by the Company to the Sublessee.

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

Section 1. The Agency hereby finds and determines:

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

(b) The Facility constitutes a “project”, as such term is 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 Islip. The Company and the Sublessee have represented to the Agency that they intend to create approximately fifty-nine (59) new full-time employees within the second year after completion of the Facility; and

(d) The acquisition, renovation and equipping of the Facility, the leasing of the Company Facility to the Company for further subleasing to the Sublessee, and the leasing of

the Equipment to the Sublessee, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Town of Islip, and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(e) The acquisition, demolition, renovation and equipping of the Facility by the Agency is reasonably necessary to induce the Company and the Sublessee to maintain and expand their respective business operations in the Town of Islip; and

(f) Based upon representations of the Company, the Sublessee and counsel to the Company and the Sublessee, the Facility conforms 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; and

(g) It is desirable and in the public interest for the Agency to sublease the Land and the Improvements and to lease the Facility Equipment to the Company and to lease the Equipment to the Sublessee; and

(h) The Company Lease will be an effective instrument whereby the Agency leases the Land and the Improvements from the Company; and

(i) The Lease Agreement will be an effective instrument whereby the Agency leases and subleases the Facility to the Company, the Agency and the Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will describe the circumstances in which the Agreement may recapture some or all of the benefits granted to the Company; and

(j) The Equipment Lease Agreement will be an effective instrument whereby the Agency leases the Equipment to the Sublessee; and

(k) The Agency Compliance Agreement will be an effective instrument whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

(l) The Loan Documents to which the Agency is a party will be effective instruments whereby the Agency and the Company agree to secure the loan made to the Company by the Lender.

Section 2. The Agency has assessed all material information included in connection with the Company's and the Sublessee's application for financial assistance, including but not limited to, the cost-benefit analysis prepared by the Agency and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company and the Sublessee.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Company Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform



the Lease Agreement, (v) lease the Equipment to the Sublessee pursuant to the Equipment Lease Agreement, (vi) execute, deliver and perform the Equipment Lease Agreement, (vii) execute and deliver the Agency Compliance Agreement, (viii) grant a mortgage on and security interests in and to the Facility pursuant to the Loan Documents, and (ix) execute and deliver the Loan Documents to which the Agency is a party.

Section 4. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and the personal property described in Exhibit A to the Equipment Lease Agreement, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 5. The Agency is hereby authorized to execute and deliver the Loan Documents in connection with the financing of the costs of acquiring, demolishing, renovating and equipping the Facility and any future Loan Documents in connection with any future refinancing or permanent financing of such costs of acquiring, demolishing, renovating and equipping of the Facility without the need for any further or future approvals of the Agency.

Section 6. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company and the Sublessee in connection with the acquisition, renovation and equipping of the Facility in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$6,525,000 but not to exceed \$7,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$48,937.50, but not to exceed \$52,500.00, in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping of the Facility (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$64,687.50, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof).

Section 7. Subject to the provisions of this resolution, the Company and the Sublessee are herewith and hereby appointed the agents of the Agency to acquire, renovate and equip the Facility. The Company and the Sublessee are hereby empowered to delegate their respective status as agents of the Agency to their respective agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company and the Sublessee may choose in order to acquire, renovate and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company and the Sublessee as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company and the Sublessee, as agents of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Company or the Sublessee of any 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. The Company and the Sublessee 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 and the Sublessee, as agents of the Agency. The aforesaid appointment of the Company and the Sublessee as agents of the Agency to acquire, renovate and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company and the Sublessee have received exemptions from sales and use taxes in an amount not to exceed \$64,687.50, in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company and/or the Sublessee, if such activities and improvements are not completed by such time. The aforesaid appointment of the Company and the Sublessee is subject to the execution of the documents contemplated by this resolution.

Section 8. The Company and the Sublessee are hereby notified that they will be required to comply with Section 875 of the Act. The Company and the Sublessee shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement and the Agency Compliance Agreement. The Company and the Sublessee are further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Company and the Sublessee, as agents of the Agency pursuant to this Authorizing Resolution, are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement and the Agency Compliance Agreement.

Section 9. The form and substance of the Company Lease, the Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, and the Loan Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 10. The Chairman, Vice Chairman, Executive Director, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease, the Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, and the Loan Documents to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

Section 11. The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are further hereby authorized, on behalf of the

Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 12. 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 13. This resolution shall take effect immediately.

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 the 15th day of June, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

I FURTHER CERTIFY that, due to the Novel Coronavirus (COVID-19) Emergency State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020, as amended and extended to date, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Agency’s Board Meeting on June 15, 2021 (the “**Board Meeting**”), was held electronically via Live-Stream instead of a public meeting open for the public to attend in person. Members of the public were advised, via the Agency’s website, to listen to the Board Meeting by going to <http://islipida.com/business-assistance/ida/ida-documents-2/96-ida-videos/ida-board-meetings/335-ida-board-meeting-06-15-2021.html>, and were further advised that the Minutes of the Board Meeting would be transcribed and posted on the Agency’s website, and that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 15, 2021.

By: \_\_\_\_\_  
Assistant Secretary

## EXHIBIT A

### Proposed PILOT Benefits

Formula for Payments-In-Lieu-of-Taxes: Town of Islip, (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot Central School District, Suffolk County and Appropriate Special Districts

Address – 100 Wilbur Place, Town of Islip,  
Suffolk County, New York

Formula: 10-year abatement starting at 50% of assessed value decreasing 5% annually

#### Year

- |               |  |
|---------------|--|
| 1             | 100% normal tax on 50% of the taxable assessed value |
| 2             | 100% normal tax on 55% of the taxable assessed value |
| 3             | 100% normal tax on 60% of the taxable assessed value |
| 4             | 100% normal tax on 65% of the taxable assessed value |
| 5             | 100% normal tax on 70% of the taxable assessed value |
| 6             | 100% normal tax on 75% of the taxable assessed value |
| 7             | 100% normal tax on 80% of the taxable assessed value |
| 8             | 100% normal tax on 85% of the taxable assessed value |
| 9             | 100% normal tax on 90% of the taxable assessed value |
| 10            | 100% normal tax on 95% of the taxable assessed value |
| 11 and beyond | 100% normal tax on the full assessed value           |