

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPROVING THE ASSIGNMENT AND ASSUMPTION OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY TO WHITNEY COURT PLAZA, LLC, A NEW YORK LIMITED LIABILITY COMPANY OR ANOTHER ENTITY FORMED OR TO BE FORMED BY WHITNEY COURT PLAZA, LLC, OR THE PRINCIPALS THEREOF AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING THE FACILITY AND APPROVING THE FORM, SUBSTANCE AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY.

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 Court Plaza Senior Apartments, L.P., a limited partnership 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 9 acre parcel of land located at One Hoppen Drive, Central Islip, Town of Islip, Suffolk County, New York (the “**Land**”), the construction, renovation and equipping of an approximately 180,000 square foot building located thereon (the “**Improvements**”), and used as an approximately one hundred forty-eight (148) unit affordable senior citizen housing community (the “**Facility**”); and

WHEREAS, in order to finance the costs of the acquisition, construction and equipping of the Facility, the Agency issued its Industrial Development Revenue Bonds, Series 2001 (Court Plaza Senior Apartments, L.P. Facility) (the “**Bonds**”) in the aggregate amount of \$15,000,000, on December 31, 2001; and

WHEREAS, in order to secure the Bonds, the Agency took title to the Facility pursuant to a certain Bargain and Sale Deed, from Courthouse Corporate Center, LLC, a New York limited liability company, to the Agency (the “**Deed**”), dated February 28, 2001; and

WHEREAS, the Agency sold the Facility to the Company, pursuant to the terms of an Installment Sale Agreement, dated as of December 1, 2001, as amended and restated as of April 26, 2002, and further amended and restated as of February 10, 2014 (collectively, the “**Installment Sale Agreement**”), between the Agency and the Company; and

WHEREAS, the Agency and the Company entered into a Payment-in-Lieu-of-Tax Agreement, dated as of August 1, 2003, amended and restated as of February 1, 2006, and

further amended and restated as of February 1, 2014 (collectively, the “**PILOT Agreement**”), whereby the Agency set forth terms and conditions regarding the Company’s payments of amounts in lieu of real property taxes; and

WHEREAS, in connection with the acquisition, construction and equipping of the Facility, the Issuer, the Bond Purchaser and Custodian and the Company have previously entered into an Environmental Compliance and Indemnification Agreement, dated as of December 1, 2001, as amended and restated as of April 26, 2002, and as further amended and restated as of February 1, 2014 (collectively, the “**Environmental Compliance and Indemnification Agreement**”), wherein the Company agreed to comply with and indemnify the Issuer for liability in connection with certain environmental matters; and

WHEREAS, in connection with the Second Amended and Restated PILOT Agreement, the Agency and the Company entered into a certain Recapture Agreement, dated as of February 1, 2014 (the “Recapture Agreement”), between the Agency and the Company; and

WHEREAS, Whitney Court Plaza, LLC a limited liability company or another entity formed or to be formed by Whitney Court Plaza, LLC, or the principals thereof (collectively, the “**Assignee**”) has requested the Agency’s consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture 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; and

WHEREAS, the Assignee entered into a Purchase and Sale Agreement (the “**PSA**”) on June 18, 2021 with the Original Company; and

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

WHEREAS, as of the date of this resolution, no determination for financial assistance has been made; and

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

WHEREAS, prior to the date of the Hearing (defined below), the Agency will have made a determination for financial assistance in the form of exemptions from mortgage recording taxes, exemptions from sales and use taxes, and continued and extended abatement

of real property taxes which financial assistance will not be approved until after the Hearing; and

WHEREAS, prior to the closing of the transaction described herein, a public hearing (the “**Hearing**”) will be held so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency or the location or nature of the Facility could be heard; and

WHEREAS, notice of the Hearing will be 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 or will be 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, 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 Assignee has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the “**Questionnaire**”) with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency; and

WHEREAS, the Assignee and the Original Company 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 assignment of the Facility from the Original Company to the Assignee and the continued leasing of the Facility by the Agency to the Assignee; and

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

Section 1. Based upon the Environmental Assessment Form completed by the New Company and reviewed by the Agency and other representations and information furnished by the New Company regarding the Facility, the Agency determines that the action relating to the acquisition, renovation, equipping and operation of the Facility is a Type II action under SEQR and therefore, does not require further environmental review.

Section 2. The assignment and assumption of the Facility by the Assignee, the subleasing of the Facility to the Assignee 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 subject to the provisions of this resolution, the same is, therefore, approved.

Section 3. Final authorization of the Assignment and Assumption and the provision of financial assistance in the form of exemptions from mortgage recording taxes, exemptions from sales and use taxes, and continued abatement of real property taxes shall not occur until after the Hearing.

Section 4. 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 Lease and Project Agreement, dated a date to be determined (the “**Lease Agreement**”), by and between the Assignee and the Agency. The Assignee is further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Assignee as agent 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.

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 Assignee, 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 Assignee. The Assignee shall agree to pay such expenses and further agree to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 8. This resolution shall take effect immediately.

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

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

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

Such resolution was passed at a meeting of the Agency duly convened in public session on September 14, 2021, at 5:30 p.m., local time, at Islip Town Hall, 655 Main Street, Islip, New York, at which meeting the following members were:

Present: Chairwoman Angie M. Carpenter
 Councilwoman Trish Bergin Weichbrodt
 Councilman John C. Cochrane Jr.
 Councilwoman Mary Kate Mullen
 Councilman James P. O'Connor

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
Chairwoman Angie M. Carpenter
Councilwoman Trish Bergin Weichbrodt
Councilman John C. Cochrane Jr.
Councilwoman Mary Kate Mullen
Councilman James P. O'Connor

and, therefore, the resolution was declared duly adopted.

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

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

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

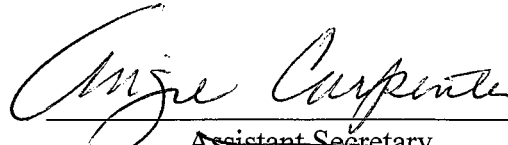

~~Assistant Secretary~~
Chairman

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Title 1 of Article 18-A of the New York State General Municipal Law will be held by the Town of Islip Industrial Development Agency (the “Agency”) on the ____ day of _____, 2021, at _____ a.m., local time, at the Town of Islip, Offices of Economic Development, 40 Nassau Avenue, Islip, New York 11751 in connection with the following matters:

The Agency has previously provided its assistance Court Plaza Senior Apartments, L.P., a limited partnership 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 9 acre parcel of land located at One Hoppen Drive, Central Islip, Town of Islip, Suffolk County, New York (the “**Land**”), the construction, renovation and equipping of an approximately 180,000 square foot building located thereon (the “**Improvements**”), and used as an approximately one hundred forty-eight (148) unit affordable senior citizen housing community (the “**Facility**”).

The Agency, on December 31, 2001, issued the Bonds in an aggregate amount of \$15,000,000 in order to finance the costs of the acquisition, construction and equipping of the Facility.

In order to secure the Bonds, the Agency took title to the Facility pursuant to a certain Bargain and Sale Deed, from Courthouse Corporate Center, LLC, a New York limited liability company, to the Agency (“the Deed”), dated February 28, 2001; and

The Agency sold the Facility to the Company, pursuant to the terms of an Installment Sale Agreement, dated as of December 1, 2001, as amended and restated as of April 26, 2002, and further amended and restated as of February 1, 2014 (collectively, the “**Installment Sale Agreement**”), between the Agency and the Company.

The Agency and the Company have entered into a Payment-in-Lieu-of-Tax Agreement, dated as of August 1, 2003, amended and restated as of February 1, 2006, and further amended and restated as of February 1, 2014 (collectively, the “**PILOT Agreement**”), whereby the Agency set forth terms and conditions regarding the Company’s payments of amounts in lieu of real property taxes.

Whitney Court Plaza, LLC a limited liability company or another entity formed or to be formed by Whitney Court Plaza, LLC, or the principals thereof (collectively, the “**Assignee**”) has requested the Agency’s consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture 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.

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 and extended abatement of real property taxes pursuant to terms of a certain Lease and Project Agreement, dated a date to be determined, between the Agency and the Assignee, 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 Assignee or the location or nature of the Facility. At the hearing, all persons will have the opportunity to review the application for financial assistance filed by the Company with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: September __, 2021

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: John G. Walser

Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
SEPTEMBER 14, 2021 at __:__ A.M.

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(WHITNEY COURT PLAZA, LLC 2021 FACILITY)

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 Court Plaza Senior Apartments, L.P., a limited partnership 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 9 acre parcel of land located at One Hoppen Drive, Central Islip, Town of Islip, Suffolk County, New York (the “**Land**”), the construction, renovation and equipping of an approximately 180,000 square foot building located thereon (the “**Improvements**”), and used as an approximately one hundred forty-eight (148) unit affordable senior citizen housing community (the “**Facility**”).

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The Agency and the Company have entered into a Payment-in-Lieu-of-Tax Agreement, dated as of August 1, 2003, amended and restated as of February 1, 2006, and further amended and restated as of February 1, 2014 (collectively, the “**PILOT**”

Agreement”), whereby the Agency set forth terms and conditions regarding the Company’s payments of amounts in lieu of real property taxes.

Whitney Court Plaza, LLC a limited liability company or another entity formed or to be formed by Whitney Court Plaza, LLC, or the principals thereof (collectively, the **“Assignee”**) has requested the Agency’s consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture 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.

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 and extended abatement of real property taxes pursuant to terms of a certain Lease and Project Agreement, dated a date to be determined, between the Agency and the Assignee, 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 __ day of September 2021, at [_____] a.m., local time, 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 September __, 2021.

Assistant Secretary