MEETING OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
June 4, 2014
Agenda

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 of the Members of the Town of Islip Industrial Development Agency on May 27, 2014.

3. To consider the adoption of an Authorizing Resolution to allow for an increase in sales tax benefits for ZTA Rentals/The Berlerro Group, located at 111 Rodeo Drive, Edgewood, New York.

4. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and J & A Coat & Apron Service Corp., located at 56 Penataquict Avenue, Bay Shore.

5. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and Brentwood Steel LLC/Elm Global Logistics, located at 50 Emjay Blvd, Brentwood. Brentwood Steel

6. To consider any other business that may come before the Agency.
MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
May 27, 2014
Meeting Minutes

IDA Board Members

Present
Steven J. Flotteron
John C. Cochran
Anthony S. Senft
Trish Bergin Wiechbrodt

Absent
Tom Croci, due to military leave

1. The Special Meeting of the Town of Islip Industrial Development Agency was called to order on a motion by Member Bergin Wiechbrodt and seconded by Member Cochran.

Motions were presented to approve and adopt the following resolution on the May 27, 2014 IDA Agenda. The resolutions were as follows:

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 of the Members of the Town of Islip Industrial Development Agency on May 6, 2014. On a motion by Member Cochran and seconded by Member Senft said resolution was approved unanimously.

3. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and M & M Canvas & Awnings, located at 180 Oval Drive Islandia, New York. On a motion by Member Flotteron and seconded by Member Cochran said resolution was approved unanimously.

4. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Agency and 45 Rabro Solutions/Tekweld Solutions, Inc. located at 45 Rabro Drive Hauppauge, New York. On a motion by Member Flotteron and seconded by Member Senft said resolution was approved unanimously.

5. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and United Baking Co. Inc. located at 141 Freeman Avenue Islip, New York. On a motion by Member Cochran and seconded by Member Flotteron. Member Senft voted nay and said motion was approved 3-1.

6. To consider the adoption of a Resolution to amend the 2014 budget. On a motion by Member Flotteron and seconded by Member Bergin Wiechbrodt, said motion to be approved unanimously.

7. The May 27, 2014 meeting of the IDA Board was adjourned on a motion by Member Cochran and seconded by Member Senft.
RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD AUTHORIZING AN INCREASE OF SALES AND USE TAX BENEFITS FOR ZTA RENTAL PROPERTIES L.P., A LIMITED PARTNERSHIP, AND FOR THE BERLERO LO GROUP LLC, A LIMITED LIABILITY COMPANY, AND THE EXECUTION OF RELATED DOCUMENTS.

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State; and

WHEREAS, the aforesaid act further authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, renovate, refurbish, equip, lease, sell and dispose of land and any building or other improvement, and all real and personal property, including but not limited to machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act, as amended, together with Chapter 47 of the Laws of 1974 of the State, as amended (collectively, the “Act”), the Agency was created and is empowered under the Act to undertake the providing and leasing of the Facility defined below; and

WHEREAS, the Agency previously assisted ZTA Rental Properties L.P., a New York limited partnership (the “Company”) in the acquisition of approximately 2.92 acres of land at 111 Rodeo Drive, Edgewood, Town of Islip, Suffolk County, New York (the “Land”), and the construction and equipping thereon of an approximately 40,000 square foot building with at least 20.0 foot high ceilings, together with improvements, structures and other related facilities (i) attached to the Land, and (ii) not a part of the Equipment (the “Improvements”) and the acquisition and installation of certain equipment not part of the Equipment (as such term is defined in Exhibit A to the Equipment Lease Agreement, dated as of January 1, 2014 (the “Equipment Lease”), between the Agency and The Berlerro Group LLC, a limited liability company organized and existing under the laws of the State of New York (the “Sublessee”) (the “Facility Equipment”; and, together with the Land and Improvements, the “Company Facility”), all to be leased by the Agency to the Company, for further sublease by the Company to, and used by the Sublessee; and (b) the acquisition and installation of the Equipment (the “Equipment”), which Equipment is to be leased by the Agency to the Sublessee for recreational use as an
indoor trampoline park (the Company Facility and the Equipment collectively referred to herein as the "Facility"); and

WHEREAS, by resolutions adopted on July 16, 2013 and on August 6, 2013, the Agency agreed to enter into a transaction with the Company and the Sublessee, and, pursuant to said transaction, the Agency agreed to provide to the Company and the Sublessee certain exemptions from real property taxes, sales and use taxes, and mortgage recording taxes; and

WHEREAS, in order to provide such benefits to the Company and the Sublessee, the Agency leased the Company’s interest in the Facility from the Company pursuant to a certain Company Lease Agreement, dated as of January 1, 2014 (the “Company Lease”), by and between the Company and the Agency; and

WHEREAS, in order to define the Company’s and the Sublessee’s obligations regarding payments-in-lieu of taxes, the Agency, the Company and the Sublessee entered into a Payment in Lieu of Tax Agreement, dated as of January 1, 2014 (the “PILOT Agreement”), by and among the Agency and the Company, whereby the Company and the Sublessee agreed to make certain payments-in-lieu-of-taxes to the Taxing Authorities (as defined therein); and

WHEREAS, the Company and the Sublessee entered into a Recapture Agreement, dated as of January 1, 2014 (the “Recapture Agreement”), by and among the Agency, the Company and the Sublessee in order to reflect the repayment of obligations of the Company and the Sublessee upon the occurrence of a Recapture Event (as defined therein); and

WHEREAS, the Agency subleased the Facility and leased the Equipment to the Company pursuant to the Lease Agreement, dated as of January 1, 2014 (the “Lease Agreement”), by and between the Agency and the Company; and

WHEREAS, in connection with the leasing and subleasing of the Facility, the construction and equipping of such Facility and the acquisition and installation of certain equipment therein, the Agency appointed the Company and the Sublessee as its agents and authorized a maximum of $56,235.00 of sales or use tax exemptions which may be received by the Company and/or the Sublessee on the purchases or lease of equipment, building materials, services or other personal property authorized under the Lease Agreement; and

WHEREAS, in order to complete the acquisition, construction and equipping of the Facility the Company has now requested that the Agency increase the maximum sales or use tax exemptions on the purchases or lease of equipment, building materials, services or other personal property authorized under the Lease Agreement from $56,235.00 to $132,404.73 (the “Increase”); and
WHEREAS, prior to the Agency granting the Increase, 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 could be heard; and

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

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

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

Section 1. The Agency hereby approves the Increase and the aforesaid appointment of the Company and the Sublessee as agents of the Agency to acquire, construct and equip the Facility, and the increase of the amount of sales and use tax exemptions on the purchases or lease of equipment, building materials, services or other personal property authorized under the Lease Agreement exemptions shall be increased from $56,235.00 to the amount of $132,404.73.

Section 2. In consequence of the foregoing, the Agency hereby (i) approves the Increase, (ii) approves the form and substance of an amended Form ST-60 to the Company (the "Amended Form ST-60") and (iii) authorizes the execution and delivery of the Amended Form ST-60 and such other related documents as may be necessary or appropriate to effect the Increase.

Section 3. Counsel to the Agency and Nixon Peabody LLP, Transaction Counsel to the Agency are hereby authorized and directed to prepare, for submission to the Agency, and all documents necessary to effect the Extension described in the foregoing resolution.

Section 4. The Chairman, the Executive Director and any member of the Agency are each hereby authorized and directed (i) to distribute copies of this resolution to the Company, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 5. This resolution shall take effect immediately.
STATE OF NEW YORK

COUNTY OF SUFFOLK

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

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

Such resolution was passed at a meeting of the Agency duly convened in public session on June 4, 2014, at Islip Town Hall, 655 Main Street, Islip, New York, at which meeting the following members were:

Present:

Absent:

Also Present:

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

Voting Aye V Voting Nay

and, therefore, the resolution was declared duly adopted.
I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), 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 the 4th day of June, 2014.

____________________________
Assistant Secretary
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 May, 2014, at ______ a.m., local time, at Islip Town Hall, 655 Main Street, Islip, New York, in connection with the following matters:

The Town of Islip Industrial Development Agency (the “Agency”) previously assisted ZTA Rental Properties L.P., a New York limited partnership (the “Company”) in the acquisition of approximately 2.92 acres of land at 111 Rodeo Drive, Edgewood, Town of Islip, Suffolk County, New York (the “Land”), and the construction and equipping thereon of an approximately 40,000 square foot building with at least 20.0 foot high ceilings, together with improvements, structures and other related facilities (i) attached to the Land, and (ii) not a part of the Equipment (the “Improvements”) and the acquisition and installation of certain equipment not part of the Equipment (as such term is defined in Exhibit A to the Equipment Lease Agreement, dated as of January 1, 2014 (the “Equipment Lease”), between the Agency and The Berlerro Group LLC, a limited liability company organized and existing under the laws of the State of New York (the “Sublessee”) (the “Facility Equipment”; and, together with the Land and Improvements, the “Company Facility”), all to be leased by the Company to the Agency, for further sublease by the Company to, and used by the Sublessee; and (b) the acquisition and installation of the Equipment (the “Equipment”), which Equipment is to be leased by the Agency to the Sublessee for recreational use as an indoor trampoline park (the Company Facility and the Equipment collectively referred to herein as the “Facility”). The Company Facility will be initially owned, operated and/or managed by the Company.

The Agency will continue to hold a leasehold interest in and to the Company Facility and will continue to sublease the Company Facility to the Company and the Company will continue sub-sublease the Company Facility to the Sublessee. At the end of the lease or sale term, the Company will purchase the Company Facility from the Agency.

The Agency contemplates that it will provide financial assistance to the Company in the form of an increase in the amount of sales and use tax exemptions consistent with the policies 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 and Sublessee 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 and Sublessee with the Agency and an analysis of the costs and benefits of the proposed Facility.
Dated: ______, 2014

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

By:  William G. Mannix
Title: Executive Director
EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON

________, 2014

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(ZTA Rental Properties L.P./The Berlerro Group LLC 2014 Facility)

1. William G. Mannix, Executive Director of the Town of Islip Industrial Development Agency (the “Agency”) called the hearing to order.

2. Mr. Mannix then appointed himself the hearing officer of the Agency, to record the minutes of the hearing.

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 previously assisted ZTA Rental Properties L.P., a New York limited partnership (the “Company”) in the acquisition of approximately 2.92 acres of land at 111 Rodeo Drive, Edgewood, Town of Islip, Suffolk County, New York (the “Land”), and the construction and equipping thereon of an approximately 40,000 square foot building with at least 20.0 foot high ceilings, together with improvements, structures and other related facilities (i) attached to the Land, and (ii) not a part of the Equipment (the “Improvements”) and the acquisition and installation of certain equipment not part of the Equipment (as such term is defined in Exhibit A to the Equipment Lease Agreement, dated as of January 1, 2014 (the “Equipment Lease”), between the Agency and The Berlerro Group LLC, a limited liability company organized and existing under the laws of the State of New York (the “Sublessee”) (the “Facility Equipment”; and, together with the Land and Improvements, the “Company Facility”), all to be leased by the Agency to the Company, for further sublease by the Company to, and used by the Sublessee; and (b) the acquisition and installation of the Equipment (the “Equipment”), which Equipment is to be leased by the Agency to the Sublessee for recreational use as an indoor trampoline park (the Company Facility and the Equipment collectively referred to herein as the “Facility”). The Facility will be initially operated and/or managed by the Company.
The Agency will continue to hold a leasehold interest in the Facility and will continue to lease the Facility to the Company. At the end of the lease term, the Company will purchase or otherwise acquire the Facility from the Agency.

The Agency contemplates that it will provide financial assistance to the Company in the form of an increase in the amount of sales and use tax exemptions consistent with the policies of the Agency.

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:

The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at ____:____.

__________________________
Assistant Secretary
STATE OF NEW YORK  
COUNTY OF SUFFOLK  

I, the undersigned 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 ________, 2014, at ________a.m., local time, at Islip Town Hall, 655 Main Street, Islip, New York, 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 ________, 2014.

_________________________________________
Assistant Secretary
At a meeting of the Town of Islip Industrial Development Agency (the “Agency”), held at Islip Town Hall, 655 Main Street, Islip, New York on the 4th day of June, 2014 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 leasehold title to a certain industrial development facility more particularly described below (J&A Coat & Apron Service Corp. 2014 Facility) and the leasing of the facility to J&A Coat & Apron Service Corp.

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 ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY TO BE LEASED TO J&A COAT & APRON SERVICE CORP., A NEW YORK BUSINESS CORPORATION 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, J&A Coat & Apron Service Corp., a New York business corporation, on behalf of itself and/or the principals of J&A Coat & Apron Service Corp. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Company”), has applied to the Town of Islip Industrial Development Agency (the “Agency”) to enter into a transaction in which the Agency will assist in the acquisition of an approximately .70 acre parcel of land located at 56 Penataquet Avenue, Bay Shore also known as 54 N. Montgomery Avenue, Bay Shore (more fully described as SCTM # 0500-36800-0200-003000), Bayshore, Town of Islip, Suffolk County, New York (the “Land”), the renovation of an existing 12,000 square foot building located thereon, including, but not limited to the installation of a water tank, plumbing, a heating system and security system (the “Improvements”) and the equipping of the Improvements, including, but not limited to, new washers, foldes, dryers, and office equipment (the “Equipment”; and together with the Land and the Improvements, the “Facility”), all to be leased by the Agency to the Company and used by the Company in its business as a linen, apron, towel and coat rental company; including the following as they relate to the appointment of the Company as agent of the Agency with respect to the acquisition, renovation and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, renovation and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, renovation and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; 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, 2014 or such other date as the Chairman or 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 sublease and lease the Facility to the Company pursuant to a certain Lease Agreement, dated as of June 1, 2014 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 Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing the principal amount presently estimated to be $473,000 but not to exceed $500,000 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 the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed $50,000 in connection with the purchase or lease of equipment, building materials, services or other personal property (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), consistent with the policies of the Agency; 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, in order to define the Company’s obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency and the Company will enter into a certain Payment-in-Lieu-of-Tax Agreement, dated as of June 1, 2014, or such date as may be determined by the Agency and counsel to the Agency (the “PILOT Agreement”), pursuant to which the Company will make payments in lieu of taxes on the Facility; and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Agency and the Company will enter into a certain Recapture Agreement, dated as of June 1, 2014 or such date as may be determined by the Agency and counsel to the Agency (the “Recapture Agreement”), between the Agency and the Company; 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 not yet determined (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, renovation and equipping of the Facility (collectively, the “Loan Documents”); and

WHEREAS, the Company 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 leasing of the Facility by the Agency to the Company;

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

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

(e) Based upon representations of the Company and counsel to the Company, 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) The Facility and the operations conducted therein do not have a significant effect on the environment, as determined in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder; and

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

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

(i) The Lease Agreement will be an effective instrument whereby the Agency will lease the Company Facility to the Company; and

(j) The PILOT Agreement will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their Agreement regarding the Company's payments in lieu of real property taxes; and

(k) The Recapture Agreement will be an effective instrument whereby the Agency and the Company agree to provide for the obligations of the Company under the Transaction Documents (as defined in the Lease Agreement) and describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company; and

(l) The Environmental Compliance and Indemnification Agreement, dated as of June 1, 2014 or such other date as may be determined by the Agency and counsel to the Agency (the "Environmental Compliance and Indemnification Agreement"), by and between the Agency and the Company will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility
and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(m) 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.** 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) lease the Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) execute, deliver and perform the PILOT Agreement, (vi) execute, deliver and perform the Recapture Agreement, (vii) execute and deliver the Environmental Compliance and Indemnification Agreement, (viii) grant a mortgage on and security interests in and to the Facility pursuant to the Loan Documents, and (ix) execute, deliver and perform the Loan Documents to which the Agency is a party.

**Section 3.** 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 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 4.** The Agency is hereby authorized to acquire the Facility 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. The Agency is hereby further authorized to execute and deliver the Loan Documents in connection with the financing of the costs of acquiring, 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 the Facility without the need for any further or future approvals of the Agency.

**Section 5.** The Agency hereby authorizes and approves the following economic benefits to be granted to the Company 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 $473,000 but not to exceed $500,000 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 connection with the purchase or lease of equipment, building materials, services or other personal property in an amount not to exceed $50,000.00 and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), consistent with the policies of the Agency.

**Section 6.** Subject to the provisions of this resolution, the Company is herewith and hereby appointed the agent of the Agency to acquire, renovate and equip the Facility. The Company 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 Company 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 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, 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 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 shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency. The aforesaid appointment of the Company 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 Company has received exemptions from sales and use taxes in an amount not to exceed $50,000.00 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 if such activities and improvements are not completed by such time. The aforesaid appointment of the Company is subject to the completion of the transaction and the execution of the documents contemplated by this resolution.

Section 7. The Company hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as an agent of the Agency pursuant to this Authorizing Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement.

Section 8. The form and substance of the Company Lease, the Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification 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 9.

(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 Company Lease, the Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification 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 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 Lease Agreement).

Section 10. 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 11. This resolution shall take effect immediately.
STATE OF NEW YORK

COUNTY OF SUFFOLK

I, the undersigned 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 4th day of June, 2014, 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 public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 4th day of June, 2014.

By: __________________________
     Assistant Secretary
EXHIBIT A

Proposed PILOT Benefits

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 hereof, within which the Facility is wholly or partially located), Bay Shore, Suffolk County and Appropriate Special Districts

Definitions

Normal Tax Due = Those payments for taxes and assessments, other than 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.

Payment Formula

Tax Year (following first taxable status date after the election by Company and the Sublessee, more specifically set forth in paragraph 1(c) of this PILOT Agreement)

Formula

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<th>Year</th>
<th>Formula</th>
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<tbody>
<tr>
<td>Year 1</td>
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<td>Year 2</td>
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<td>Year 4</td>
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<td>Year 5</td>
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<td>Year 6</td>
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<tr>
<td>Year 7</td>
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<tr>
<td>Year 8</td>
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<tr>
<td>Year 9</td>
<td>100% normal tax on the agreed upon taxable assessed valuation of $63,000</td>
</tr>
<tr>
<td>Year 10</td>
<td>100% normal tax on the agreed upon taxable assessed valuation of $66,500</td>
</tr>
<tr>
<td>Year 11 and thereafter</td>
<td>100% normal tax on the full assessed value</td>
</tr>
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</table>
At a meeting of the Town of Islip Industrial Development Agency (the “Agency”), held at Islip Town Hall, 655 Main Street, Islip, New York on the 4th day of June, 2014 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 title to a certain industrial development facility more particularly described below (Brentwood Steel, LLC/ELM Freight Handlers Inc. 2014 Facility) and the leasing of the facility to Brentwood Steel, LLC for further sublease to ELM Freight Handlers Inc.

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 ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY TO BE LEASED TO BRENTWOOD STEEL, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND TO BE SUBLLEASED TO ELM FREIGHT HANDLERS INC., A NEW YORK CORPORATION 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, Brentwood Steel, LLC a limited liability company organized and existing under the laws of the State of Delaware, and authorized to transact business in the State of New York, on behalf of itself and/or the principals of Brentwood Steel, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "Company") has applied to the Agency for its assistance in (a) the acquisition of an approximately 31.5 acre parcel of land at 50 Emjay Boulevard, Brentwood, Town of Islip, Suffolk County, New York (the "Land"), and the renovation of an approximately 550,000 square foot building located (the "Improvements") and the acquisition and installation of certain equipment not part of the Equipment (as hereinafter defined) (the "Facility Equipment"; and, together with the Land and Improvements, the "Company Facility"), all to be leased by the Agency to the Company for further sublease by the Company to, and used by, ELM Freight Handlers Inc. d/b/a ELM Global Logistics, a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of ELM Freight Handlers Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Sublessee"), and (b) the acquisition and installation of the certain equipment and personal property (the "Equipment"), which Equipment is to be leased by the Agency to the Sublessee for use in its warehousing and logistics services for local and national companies (the Company Facility and the Equipment are collectively referred to herein as the "Facility"), including the following as they relate to the appointment of the Company and the Sublessee as agent(s) of the Agency with respect to the acquisition, renovation and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, renovation and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, renovation and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; 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, 2014 or such other date as the Chairman or 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 lease and sublease the Company Facility to the Company pursuant to a certain Lease Agreement, dated as of June 1, 2014 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 Agency will lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of June 1, 2014 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 Agency contemplates that it will provide financial assistance to the Company and the Sublessee consistent with the policies of the Agency, in the form of (i) exemptions from sales and use taxes in an amount not to exceed $13,800 in connection with the purchase or lease of equipment, building materials, services or other personal and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), consistent with the policies of the Agency; 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, in order to define the Company and the Sublessee’s obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency, the Company and the Sublessee will enter into a certain Payment-in-Lieu-of-Tax Agreement, dated as of June 1, 2014, or such date as may be determined by the Agency and counsel to the Agency (the “PILOT Agreement”), pursuant to which the Company and the Sublessee will make payments in lieu of taxes on the Facility; and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Agency, the Company and the Sublessee will enter into a certain Recapture Agreement, dated as of June 1, 2014 or such date as may be determined by the Agency and counsel to the Agency (the “Recapture Agreement”), among the Agency, the Company and the Sublessee; 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;

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

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- 3 -
Section 1. The Agency hereby finds and determines:

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

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

(c) The acquisition, renovation and equipping of the Facility, the leasing of the Company Facility to the Company, the subleasing of the Company Facility by the Company to the Sublessee, and the lease 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

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

(e) Based upon representations of the Company and 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, Suffolk County, and all regional and local land use plans for the area in which the Facility is located; and

(f) The Facility and the operations conducted therein do not have a significant effect on the environment, as determined in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder; and

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

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

(i) The Lease Agreement will be an effective instrument whereby the Agency leases the Company Facility to the Company; and

(j) The Equipment Lease Agreement, dated as of June 1, 2014 or such other date as may be determined by the Agency and counsel to the Agency (the "Equipment Lease Agreement") by and between the Agency and the Sublessee will be an effective instrument whereby the Agency leases the Equipment to the Sublessee; and

(k) The PILOT Agreement will be an effective instrument whereby the Agency, the Company and the Sublessee set forth the terms and conditions of their Agreement regarding the Company's and the Sublessee's payments in lieu of real property taxes; and

(l) The Recapture Agreement will be an effective instrument whereby the Agency, the Company and the Sublessee agree to provide for the obligations of the Company
and the Sublessee under the Transaction Documents (as defined in the Lease Agreement) and
describe the circumstances in which the Agency may recapture some or all of the benefits
granted to the Company and the Sublessee; and

(m) The Environmental Compliance and Indemnification Agreement, dated as of
June 1, 2014 or such other date as may be determined by the Agency and counsel to the
Agency (the "Environmental Compliance and Indemnification Agreement"), by and
among the Agency, the Company and the Sublessee will be an effective instrument whereby
the Company and the Sublessee agree to comply with all Environmental Laws (as defined
therein) applicable to the Facility and will indemnify and hold harmless the Agency for all
liability under all such Environmental Laws; and

(n) The Agency Compliance Agreement, dated as of June 1, 2014 or such other
date as may be determined by the Agency and counsel to the Agency (the "Agency
Compliance Agreement"), between the Agency and the Sublessee will be an effective
instrument whereby the Sublessee will provide certain assurances to the Agency with respect
to the Sublease Agreement.

Section 2. 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) 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,
deliver and perform the PILOT Agreement, (viii) execute, deliver and perform the Recapture
Agreement, (ix) execute and deliver the Environmental Compliance and Indemnification
Agreement and (x) execute and deliver the Agency Compliance Agreement.

Section 3. 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 4. Reserved.

Section 5. 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 sales and use
taxes in an amount not to exceed $13,800.00 in connection with the purchase or lease of
equipment, building materials, services or other personal property and (ii) abatement of real
property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), consistent
with the policies of the Agency.

Section 6. Subject to the provisions of this resolution, the Company and the
Sublessee are herewith and hereby appointed the agents of the Agency to acquire, renovate
equip the Facility. The Company and the Sublessee are hereby empowered to delegate their respective status as agent of the Agency to its 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 and 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 agent 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 has received exemptions from sales and use taxes in an amount not to exceed $13,800.00 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 completion of the transaction and the execution of the documents contemplated by this resolution.

Section 7. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agree that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company and the Sublessee as agents of the Agency pursuant to this Authorizing Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement.

Section 8. The form and substance of the Company Lease, the Lease Agreement, the Equipment Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement and the Agency Compliance Agreement (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 9.

(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 Company Lease, the Lease Agreement, the Equipment Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement and
the Agency Compliance Agreement, 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 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 Lease Agreement).

Section 10. 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 11. This resolution shall take effect immediately.
STATE OF NEW YORK   
    
COUNTY OF SUFFOLK   
    
I, the undersigned 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 4th day of June, 2014, 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 public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 4th day of June, 2014.

By: ____________________________
    
Assistant Secretary
EXHIBIT A

Form of Proposed PILOT Benefits

Schedule for In-Lieu-of-Taxes Payment: 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), Brentwood UFSD School District, Suffolk County and Appropriate Special Districts

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