MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
June 23, 2015
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 on June 9, 2015.

3. To consider the adoption of an Inducement/Authorizing Resolution between the Town of Islip Industrial Development Agency and Summit Manufacturing, LLC/59 Spence Street, LLC located at 59 Spence Street, Bay Shore, New York.

4. To consider the adoption of an Inducement/Authorizing Resolution between the Town of Islip Industrial Development Agency and Nationwide Exhibitor Services/WWJLOT located at 110 Windsor Place, Central Islip, New York.

5. To consider the adoption of a Resolution to authorize an increase of Sales Tax benefits for Sartorius Stedim North America, Inc. Facility, located at 545 Johnson Avenue, Bohemia, New York.

6. To consider the adoption of a Resolution between Town of Islip Industrial Development Agency and GFC Realty, LLC/Trius, Inc. 2003 Facility ratifying and confirming prior actions of Executive Director in consideration of a Modification and Extension Agreement.

7. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and Robert Marsh Enterprises, Inc. located at 100 Christopher Street, Ronkonkoma.

8. To consider any other business that may come before the Agency.
AGENDA ITEM # 2

TYPE OF RESOLUTION: APPROVAL OF 6/9/15 MINUTES

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A
1. The Special Meeting of the Town of Islip Industrial Development Agency was called to order on a motion by Councilman John Cochrane and seconded by Councilman Steve Flotteron. All members were present.

Motions were presented to approve and adopt the following resolution on the June 9, 2015 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 Special Meeting of the Members of the Town of Islip Industrial Development Agency on May 26, 2015. On a motion by Councilwoman Trish Bergin Weichbrodt and seconded by Councilman Anthony Senft, said resolution was approved unanimously.

3. To consider the adoption of a Resolution authorizing a contract between the Town of Islip Industrial Development Agency and Executive Consultants of New York for Islip’s Job Search Boot Camp program, which will be held in the Fall of 2015. On a motion by Councilman John Cochrane and seconded by Councilman Anthony Senft, said resolution was approved unanimously.

4. To consider the adoption of a Resolution to authorize an increase of Sales Tax Exemption benefits for InvaGen Pharmaceuticals, located at 550 South Research Way, Central Islip. On a motion by Councilman John Cochrane and seconded by Councilwoman Trish Bergin Weichbrodt, said resolution was approved unanimously.

5. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and Northrock Industries, located at 31 Crossways East, Bohemia. On a motion by Supervisor Angie M. Carpenter and seconded by Councilman Anthony Senft, said resolution was approved unanimously.

6. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and Qosina Corp., located at 2002 Orville Drive, Ronkonkoma. On a motion by Councilman Anthony Senft and seconded by Councilman John Cochrane, said resolution was approved unanimously.

7. The June 9, 2015 meeting of the IDA Board was adjourned on a motion by Councilwoman Trish Bergin Weichbrodt and seconded by Councilman John Cochrane.
TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 23, 2015.

AGENDA ITEM # 3

TYPE OF RESOLUTION: ADOPTION OF AN INDUCEMENT/AUTHORIZING RESOLUTION

COMPANY: SUMMIT MANUFACTURING, LLC / 59 SPENCE STREET, LLC.

PROJECT LOCATION: 59 SPENCE STREET, BAY SHORE,

JOBS (RETAINED/CREATED): 225/11

INVESTMENT: $1,400,000
1. Is the company purchasing or leasing the facility? Leasing 106,000 SqFt.

2. Is this a new or existing business? Existing

3. What is the nature of the company, i.e., manufacturing? distributor? Please provide details, which include brief company history, as well as significant changes over the years. ***Please provide company website if applicable. Manufacturer of advertising displays.

4. Did they approach us or did we solicit them? Approached us

5. Is this an expansion, relocation or both? Expansion and relocation

6. Please confirm IDA benefits the company will receive. Sales Tax exemptions (S0), mortgage recording tax (S0), property tax savings - S385,332.71 over 10 years

7. Amount of project investment/cost? $1,400,000 million

8. How much job retention and growth will this project create? Retain 225, create 11

9. What is next step in this process? Public hearing will be held

10. In addition, please provide a copy of the company’s IDA application.

11. *** If possible, please try to obtain a quote from company official that speaks to his/her experience working with Islip IDA, and how it impacted overall success of project.
Date: June 23, 2015

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 23rd day of June, 2015, 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 (59 Spence Street, LLC/Summit Manufacturing LLC 2015 Facility) and the leasing of the facility to 59 Spence Street, LLC for further subleasing to Summit Manufacturing 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 ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS AND MAKING CERTAIN FINDINGS AND DETERMINATIONS

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, 59 Spence Street, LLC, a New York limited liability company, on behalf of itself and/or the principals of 59 Spence Street, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “Company”) and Summit Manufacturing LLC, a New York limited liability company, on behalf of itself and/or the principals of Summit Manufacturing LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “Sublessee”), have applied to the Agency to enter into a transaction in which the Agency will assist in the acquisition of an approximately 5.19 acre parcel of land located at 59 Spence Street, Bay Shore, New York 11706 (the “Land”), and the renovation, furnishing and equipping of an approximately 106,000 square foot building located thereon (the “Improvements”; and, together with the Land, the “Facility”), which Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to, and used by the Sublessee, as a manufacturing and distribution space for its business of designing, engineering and manufacturing of advertising displays and related products and services; 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, 2015 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, 2015 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 and the Sublessee consistent with the policies of the Agency, in the form of abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C 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, a public hearing (the “Hearing”) was held and notice of the Hearing was given, which such notice together with the minutes of the Hearing are in substantially in the form annexed hereto as Exhibits A and B respectively; 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, 2015 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, 2015 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 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 transfer of a leasehold interest is either an inducement to the Company and/or the Sublessee to maintain and expand the Facility in the Town of Islip or is necessary to maintain the competitive position of the Company and the Sublessee in their respective industry; and

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

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

WHEREAS, the Questionnaire has been reviewed by the Agency; 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 transfer of leasehold title to the Facility; 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 Company and the Sublessee and reviewed by the Agency and other representations and information furnished by the Company regarding the Facility, the Agency determines that the action relating to the acquisition, renovation, equipping and operation of the Facility is an "unlisted" action, as that term is defined in the SEQR Act. The Agency also determines that the action will not have a "significant effect" on the environment, and, therefore, an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQR. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQR or as may be deemed advisable by the Chairman or Executive Director of the Agency or counsel to the Agency.

Section 2. The Agency hereby finds and determines:

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

(b) The Facility will preserve the public purposes of the Act by increasing the number of private sector jobs in the Town of Islip. The Company and the Sublessee have represented to the Agency that they will create or maintain 232 full-time employees within the first year of completion and 236 full-time employees within the second year upon completion.

(c) The Facility constitutes a "project", as such term is defined in the Act.

(d) The acquisition, renovation and equipping of the Facility, the leasing of the Facility to the Company, the subleasing of the Facility by the Company 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.

(e) The acquisition, 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 State of New York.

(f) Based upon representations of the Company, the Sublessee and counsel to the Company and counsel to 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.

(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 leases 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 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

(k) 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

(l) The Environmental Compliance and Indemnification Agreement, dated as of June 1, 2015 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

(m) The Agency Compliance Agreement, dated as of June 1, 2015 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 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) 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, and (viii) execute and deliver the Agency Compliance Agreement.

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 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 form and substance of the Company Lease Agreement, the Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Agency Compliance Agreement and the Environmental Compliance and Indemnification 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) are hereby approved.

Section 6. Reserved.
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 abatement of real property taxes provided pursuant to the Act is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement.

Section 8. 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 abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C hereof), consistent with the policies of the Agency.

Section 9. 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 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.

Section 10. 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 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. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company and/or the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 13. This resolution shall take effect immediately.
ADOPTED: June 23, 2015

ACCEPTED: ________ 2015

59 SPENCE STREET, LLC

By: __________________________
Authorized Signatory

SUMMIT MANUFACTURING LLC

By: __________________________
Authorized Signatory
STATE OF NEW YORK )
COUNTY OF SUFFOLK )

: SS.:

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 23rd day of June, 2015, 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 in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 23rd day of June, 2015.

By:__________________________

Assistant Secretary
TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 23, 2015.

AGENDA ITEM # 4

TYPE OF RESOLUTION: ADOPTION OF AN
INDUCEMENT/AUTHORIZING RESOLUTION

COMPANY: NATIONWIDE EXHIBITOR SERVICES/WM. J. LOT REALTY,
LLC.

PROJECT LOCATION: 110 WINDSOR PLACE, CENTRAL ISLIP,

JOBS (RETAINED/CREATED): 16/23

INVESTMENT: $3,565,000
STANDARD QUESTIONS FOR
INDUSTRIAL DEVELOPMENT AGENCY
PRESS RELEASES

Nationwide Exhibitor Services/WM.J.Lot Realty, LLC

1. Is the company purchasing or leasing the facility? Purchasing

2. Is this a new or existing business? Existing

3. What is the nature of the company, i.e., manufacturing? distributor? Please provide details, which include brief company history, as well as significant changes over the years. ***Please provide company website if applicable. Manufacturer of Tradeshow exhibits.

4. Did they approach us or did we solicit them? Approached us

5. Is this an expansion, relocation or both? Expansion and relocation

6. Please confirm IDA benefits the company will receive. Sales Tax exemptions ($26,306.00), mortgage recording tax ($33,547.00), property tax savings - $368,770.05 over 10 years

7. Amount of project investment/cost? $3,565,000 million

8. How much job retention and growth will this project create? Retain 16, create 7

9. What is next step in this process? Public hearing will be held

10. In addition, please provide a copy of the company’s IDA application.

11. *** If possible, please try to obtain a quote from company official that speaks to his/her experience working with Islip IDA, and how it impacted overall success of project.
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 23rd day of June, 2015 the following members of the Agency were:

Present:

Absent: Nationwide

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, or an interest in, a certain industrial development facility more particularly described below (Wm. J. Lot Realty LLC/Nationwide Exhibitor Services, Inc. 2015 Facility) and the leasing of the facility to Wm. J. Lot Realty LLC for further sublease to Nationwide Exhibitor Services, 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, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY TO BE LEASED TO WM. J. LOT REALTY LLC, A NEW YORK LIMITED LIABILITY COMPANY AND TO BE SUBLEASED TO NATIONWIDE EXHIBITOR SERVICES, INC., 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, Wm. J. Lot Realty LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Wm. J. Lot Realty LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Company”) and Nationwide Exhibitor Services, 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 Nationwide Exhibitor Services, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Sublessee”), have applied to enter into a transaction in which the Agency will assist in (a) the acquisition of an approximately 2.4 acre parcel of land located at 110 Windsor Place, Central Islip, New York 11722, New York (the “Land”), the renovation of an approximately 40,000 square foot building located thereon (the “Improvements”) and the acquisition and installation therein of certain equipment not part of the Equipment (as such term is defined herein) (the “Facility Equipment”); and, together with the Land and the Improvements, the “Company Facility”), which Company Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property (the “Equipment”), which Equipment is to be leased by the Agency to the Sublessee (the Company Facility and the Equipment are collectively referred to herein as the “Facility”), and which Facility is to be used by the Sublessee as manufacturing and office space in its business as a manufacturer, distributor and in the storage of trade-show displays, 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, 2015 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 Company Facility to the Company pursuant to a certain Lease Agreement, dated as of June 1, 2015 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, 2015 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 mortgage recording taxes for one or more mortgages securing the principal amount presently estimated to be $3,195,000 but not to exceed $4,000,000 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 $26,306.25 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), 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, 2015, or such date as may be determined by the Chairman or Executive Director of 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, 2015 or such date as may be determined by the Chairman or Executive Director of the Agency and counsel to the Agency (the “Recapture Agreement”), by and among the Agency, the Company and the Sublessee; and
WHEREAS, as security for a loan or loans, 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, renovation and equipping of the Facility (collectively, the “Loan Documents”); 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 and 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 acquisition, renovation and equipping of the Company Facility, the leasing of the Company Facility to the Company, the subleasing of the Company Facility by the Company to the Sublessee, and the acquisition and installation of the Equipment 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, 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 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 and sublease 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 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 Company Facility 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 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, 2015 or such other date as may be determined by the Chairman or the Executive Director of 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, 2015 or such other date as may be determined by the Chairman or the Executive Director of 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 Lease Agreement.

(o) 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 and sublease 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, (x) execute and deliver the Agency Compliance Agreement, (xi) grant a mortgage on and security interests in and to the Facility pursuant to the Loan
Documents, and (xii) 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 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. 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 of 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 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 the principal amount presently estimated to be $3,195,000 but not to exceed $4,000,000 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 $26,306.25, 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), 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 and equip the Facility. The Company and the Sublessee are hereby empowered to delegate their respective status as agent 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 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 and/or the Sublessee has received exemptions from sales and use taxes in an amount not to exceed $26,306.25 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility; 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 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, 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 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, 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 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 23rd day of June, 2015, 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 23rd day of June, 2015.

By: ____________________________

            Assistant Secretary
AGENDA ITEM # 5

TYPE OF RESOLUTION: RESOLUTION TO AUTHORIZE A SALES TAX INCREASE

COMPANY: SARTORIUS STEDIM NORTH AMERICA, INC.

PROJECT LOCATION: 545 JOHNSON AVENUE, BOHEMIA,

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A
At a meeting of the Town of Islip Industrial Development Agency (the “Agency”), held at the Islip Town Hall, 655 Main Street, Islip, New York on the 23rd day of June, 2015, the following members of the Agency were:

Present:

Absent:  
Recused:  
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 the authorization of an increase in financial assistance in connection with a certain industrial development facility more particularly described below (Sartorius Stedim North America Inc. 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 AUTHORIZING AN INCREASE OF SALES AND USE TAX BENEFITS FOR THE SARTORIUS STEDIM NORTH AMERICA INC. FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title I 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 assisted Aerotech Industrial LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having an office c/o Spiegel Associates, 375 North Broadway, Jericho, New York 11753 (the “Aerotech”), in a transaction in which the Agency assisted in the acquisition, construction and equipping of an approximately 236,000 square foot one-story block and steel building on an approximately 14.0 acre parcel of land located at the Aerotech Business Centre at 545 Johnson Avenue, Bohemia, New York (the “Original Facility”), a portion of which was subleased by the Company to 7-Eleven, Inc., a Texas business corporation duly organized validly existing and authorized to transact business in the State of New York (“7-Eleven”), consisting of approximately 130,000 rentable square feet, (the “2007 Subleased Facility”), which 2007 Subleased Facility was further sub-subleased by 7-Eleven to, and for use by, Constance Food Group Inc., a New York business corporation (collectively, “Constance Food Group”; and, together with 7-Eleven, the “2007 Sublessees”), for the operation of a commercial commissary and food distribution center; and

WHEREAS, the Agency previously assisted in the acquisition by Sartorius Stedim North America Inc., a business corporation duly organized and validly existing under the laws of the State of Delaware, and authorized to transact business in the State of New York (the “Company”) of the Aerotech’s interest in an approximately 40,677 rentable square foot portion of the Original Facility (the “Demised Premises”), and the renovation and equipping of such Demised Premises and the acquisition and installation of certain equipment therein (the “Equipment”; and together with the Demised Premises, the “Facility”); and

WHEREAS, Aerotech, as landlord to the Company (the “Landlord”) sub-leased the Demised Premises to the Company pursuant to that certain Lease, dated as of May 28, 2013, between the Landlord and the Company (the “Overlease Agreement”); and

WHEREAS, by resolution adopted on April 23, 2013, the Agency agreed to enter into a transaction with the Company, and, pursuant to said transaction, the Agency agreed to provide to the Company 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, the Agency sub-subleased the Company’s interest in the Demised Premises from the Company pursuant to a certain
Company Lease Agreement, dated as of September 1, 2013 (the “Company Lease Agreement”), by and between the Company and the Agency; and

WHEREAS, the Agency sub-sub-subleased the Demised Premises and leased the Equipment to the Company pursuant to the Lease Agreement, dated as of September 1, 2013 (the “Lease Agreement”), by and between the Agency and the Company; and

WHEREAS, in order to define the Company’s obligations regarding payments-in-lieu of taxes, the Agency and the Company entered into a Payment in Lieu of Tax Agreement, dated as of September 1, 2013 (the “PILOT Agreement”), by and between the Agency and the Company, whereby the Company agreed to make certain payments-in-lieu-of-taxes to the Taxing Authorities (as defined therein); and

WHEREAS, the Company entered into a Recapture Agreement, dated as of September 1, 2013 (the “Recapture Agreement”), by and between the Agency and the Company in order to reflect the repayment of obligations of the Company upon the occurrence of a Recapture Event (as defined therein); and

WHEREAS, in connection with the leasing and subleasing of the Demised Premises, the renovation and equipping of such Demised Premises and the acquisition and installation of certain equipment therein, the Agency appointed the Company as its agent and delivered a Sales Tax Letter, dated September 30, 2013 (the “Original Sales Tax Letter”), to the Company, the terms of which Original Sales Tax Letter included a maximum of $180,000.00 of sales or use tax exemptions which may be received by the Company on the purchases or lease of equipment, building materials, services or other personal property authorized under the Lease Agreement; and

WHEREAS, the Agency previously consented to a request by the Company to 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 in the Original Sales Tax Letter to $670,000.00 (the “Original Increase”); and

WHEREAS, by communication dated, May 26, 2015, the Company informed the Agency that they would like to modify a portion of the existing space in the Demised Premises to build a laboratory and in connection with such modification, there are additional production equipment and renovations being acquired, constructed and installed in the Facility (the “Additional Improvements”); and

WHEREAS, further, to complete the Additional Improvements, the Company has requested the Agency’s consent to an increase of 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 in an amount equal to approximately $300,000 (the “2015 Increase”); and

WHEREAS, further, in connection with such 2015 Increase and the construction and equipping of the Facility, the Company has also requested the Agency to consent to extend the completion date of the Facility to April 23, 2016 (the “Extension”); and
WHEREAS, prior to the Agency granting the 2015 Increase and approving the Extension, a public hearing (the “Hearing”) was held on June 19, 2015, 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

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 2015 Increase and Extension, as related to the sales and use tax benefits for 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 construction and equipping of the Facility, the 2015 Increase, the Extension and the continued leasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the 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 2015 Increase and the Extension are 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 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 continue to lease the Facility to the Company; and

(g) The Company Agent Agreement or such other document as may be determined, dated as of June 1, 2015, or such other date as may be determined by the Agency and counsel to the Agency (the “Company Agent Agreement”), between the Agency and the Company will be an effective instrument whereby the Agency (i) increases the amount of sales and use taxes for the Company in connection with the construction and equipping of the Facility, and (ii) extends
the appointment of the Company to act as its agent in connection with the construction and equipping of the Facility to April 23, 2016.

Section 2. The Agency hereby approves the extension of the appointment of the Company as agent of the Agency to acquire, construct and equip the Facility and such appointment of the Company to act as agents of the Agency shall be extended to April 23, 2016.

Section 3. The Agency hereby approves 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 to acquire, renovate and equip the Facility, and such exemptions shall be increased by an amount of $300,000.

Section 4. In consequence of the foregoing, the Agency hereby (i) approves the 2015 Increase, (ii) approves the Extension, (iii) will execute, deliver and perform the Company Agent Agreement, (iv) approves the form and substance of amended Form ST-60 (collectively, the "Amended Form ST-60"), and (v) 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 2015 Increase and the Extension.

Section 5.

(a) The Chairman, Executive Director, and all members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Agent Agreement, and the Amended Form ST-60 in the form(s) the Chairman, Executive Director or any member of the Agency shall approve, and such other related documents respectively, 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, Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Executive Director and all members 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 6. 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 and the 2015 Increase described in the foregoing resolution.

Section 7. 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 8. This resolution shall take effect immediately.
STATE OF NEW YORK  
COUNTY OF SUFFOLK  

)                                            )
SS.:                                          SS.:  

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 23rd day of June, 2015, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.  

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 23rd day of June, 2015.  

By: ________________________________

Secretary
AGENDA ITEM # 6

TYPE OF RESOLUTION: TO RATIFY AND CONFIRM PRIOR ACTIONS OF A MODIFICATION & EXTENSION AGREEMENT

COMPANY: GFC REALTY, LLC/TRIUS, INC.

PROJECT LOCATION: 458 JOHNSON AVENUE, BOHEMIA

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A
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 23rd day of June, 2015, 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 ratify and confirm prior actions of the Executive Director in connection with a mortgage modification with a certain industrial development facility more particularly described below (GFC Realty LLC/Trius, Inc. 2003 Facility) and approving the execution and delivery of related documents.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye          Voting NAY
RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD RATIFYING AND CONFIRMING PRIOR ACTIONS OF THE EXECUTIVE DIRECTOR ACTING ON BEHALF OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING MORTGAGE FINANCING AND THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH FOR THE GFC REALTY LLC AND TRIUS, INC. 2003 FACILITY AND APPROVING THE FORM, SUBSTANCE, EXECUTION AND DELIVERY OF SUCH RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “Act”), the Town of Islip Industrial Development Agency (the “Agency”), was created with the authority and power among other things, to assist with certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency has previously assisted GFC Realty LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the “Company”), and the subleasing of such facility by the Company to Trius, Inc., a corporation duly organized and validly existing under the laws of the State of New York (the “Sublessee”), in the acquisition by the Agency of title to an approximately 4.0 acre parcel of land currently owned by the Company and located at 458 Johnson Avenue, Bohemia, Town of Islip, Suffolk County, New York, the demolition of two (2) existing buildings located thereon, and the construction and equipping of an approximately 20,000 square foot addition to an existing approximately 20,000 square foot building located thereon, to be leased by the Agency to the Company and subleased by the Company to and used by the Sublessee for the sale and servicing of municipal and contractor’s vehicles and equipment, and the sale of related parts, and for the design, fabrication and installation of custom truck bodies and other items for all makes of trucks (the “Facility”); and

WHEREAS, the Agency is leasing the Facility to the Company pursuant to a certain Lease Agreement, dated as of November 1, 2003 (the “Lease Agreement”), by and between the Agency, as lessor and the Company, as lessee, and a Memorandum of Lease was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Company is subleasing the Facility to the Sublessee pursuant to a Sublease Agreement, dated November 12, 2003 (the “Sublease Agreement”), by and between the Company, as sublessor and the Sublessee, as sublessee, and a Memorandum of Sublease Agreement was to be recorded in the Suffolk County Clerk’s Office; and

WHEREAS, in connection with the leasing and subleasing of the Facility, the Agency and the Sublessee entered into an Agency Compliance Agreement, dated as of November 1, 2003 (the “Agency Compliance Agreement”), whereby the Sublessee made certain
representations, warranties and agreements in connection with its use and operation of the Facility; and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Agency, the Company and the Sublessee entered into a Payment-in-Lieu-of-Tax Agreement, dated as of November 1, 2003 (the “PILOT Agreement”), which provided for the Company and the Sublessee to make payments in lieu of real property taxes on the Facility; and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Agency, the Company and the Sublessee entered into an Environmental Compliance and Indemnification Agreement, dated as of November 1, 2003 (the “Environmental Compliance and Indemnification Agreement”), whereby the Company and the Sublessee agreed to comply with all Environmental Laws (as defined therein) applicable to the Facility; and

WHEREAS, as security for the Loan (as such term is defined in the Lease Agreement), the Agency and the Company executed and delivered to HSBC Bank USA (the “Bank”), a Mortgage, securing the principal amount of $2,186,628, and a Mortgage securing the principal amount of $213,372, each dated November 12, 2003 and each, from the Company and the Agency to the Bank (collectively, the “2003 Mortgages”); and

WHEREAS, the 2003 Mortgages were consolidated to form a single lien pursuant to a certain Consolidation, Modification, Extension and Spreader Agreement, dated June 8, 2005 (the “Mortgage Consolidation Agreement”), from the Company and the Agency to the Bank and which Mortgage Consolidation Agreement was intended to be recorded in the office of the Clerk of Suffolk County, securing a principal amount of $2,400,000; and

WHEREAS, as further security of the sums due or to become due upon the Mortgage Consolidation Agreement, the Agency has executed and delivered to the Bank a certain Assignment of Leases and Rents, dated as of June 8, 2005 (the “Assignment of Leases and Rents”), which Assignment of Leases and Rents was intended to be recorded in the office of the Clerk of Suffolk County; and

WHEREAS, the Bank is now requiring the Company enter into an Amended and Restated Mortgage Note, dated as of June 1, 2015 or such other date as may be determined (the “Amended and Restated Mortgage Note”), from the Company to the Bank; and

WHEREAS, in connection with the Amended and Restated Mortgage Note, the Bank has requested that the Company and the Agency enter into a certain Modification, Extension and Spreader Agreement, dated as of June 1, 2015 (the “2015 Modification”), by and among the Company, the Agency, and the Bank, with respect to the Facility; and

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

WHEREAS, the Company and the Sublessees have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection
with the transactions contemplated by the financing or refinancing of the Facility and the continued leasing and subleasing of the Facility.

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

Section 1. The Agency hereby finds and determines:

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

(b) The Facility continues to constitute a “project”, as such term is defined in the Act.

(c) The 2015 Modification will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act.

(d) The 2015 Modification as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Company in its industry.

(e) Based upon representations of the Company and counsel to the Company, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Islip and all regional and local land use plans for the area in which the Facility is located.

(f) It is desirable and in the public interest for the Agency to assist in the 2015 Modification.

(g) The 2015 Modification will be an effective instrument whereby the Agency and the Company agree to secure the Amended and Restated Mortgage Note and assign to the Lender their respective rights under the Lease Agreement (except the Agency’s Unassigned Rights as defined therein).

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) enter into the 2015 Modification for the benefit of the Lender, (ii) execute, deliver and perform the 2015 Modification, (iii) execute, deliver and perform such other related documents to which the Agency is a party, as may be necessary or appropriate to effect the 2015 Modification or any subsequent refinancing of the 2015 Modification.

Section 3. Subject to the provisions of this resolution and the Lease Agreement, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the 2015 Modification and such other related documents as may be necessary or appropriate to effect the 2015 Modification or any subsequent refinancing of
the 2015 Modification, and all acts heretofore taken by the Agency with respect to such financing or refinancing are hereby approved, ratified and confirmed.

Section 4.

(a) The Chairman, Executive Director, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the 2015 Modification together with such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Agency Documents"). The execution thereof by the Chairman, Executive Director, or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) The Chairman, Executive Director, and any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives of the Agency.

Section 5. Subject to the provisions of this resolution and the Lease Agreement, the officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 6. This resolution ratifies and confirms the prior actions of the Executive Director in the execution and delivery of the 2015 Modification prior to the date hereof.

Section 7. This resolution shall take effect immediately.
STATE OF NEW YORK )
COUNTY OF SUFFOLK )

As SS.: 

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on June 23, 2015, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 23rd day of June, 2015.

By: ____________________________

Assistant Secretary
AGENDA ITEM # 7
TYPE OF RESOLUTION: ADOPTION OF AN INDUCEMENT RESOLUTION

COMPANY: ROBERT MARSH ENTERPRISES, INC.

PROJECT LOCATION: 100 CHRISTOPHER STREET, RONKONKOMA

JOBS (RETAINED/CREATED): 17/3

INVESTMENT: $1,950,000.00
STANDARD QUESTIONS FOR
INDUSTRIAL DEVELOPMENT AGENCY
PRESS RELEASES

Robert Marsh Enterprises, Inc.

1. Is the company purchasing or leasing the facility? Purchasing 20 Sq Ft.

2. Is this a new or existing business? Existing

3. What is the nature of the company, i.e., manufacturing? distributor? Please provide details, which include brief company history, as well as significant changes over the years. **Please provide company website if applicable.** Distributor. They sell DJ and entertainment equipment online. That sells it's products through retail and eCommerce.

4. Did they approach us or did we solicit them? Approached us

5. Is this an expansion, relocation or both? Expansion and relocation

6. Please confirm IDA benefits the company will receive. Sales Tax exemptions ($12,937), mortgage recording tax ($17,000), property tax savings - $111,315.00. over 10 years

7. Amount of project investment/cost? $1,950,000 million

8. How much job retention and growth will this project create? Retain 17, create 11

9. What is next step in this process? Public hearing will be held

10. In addition, please provide a copy of the company’s IDA application.

11.** If possible, please try to obtain a quote from company official that speaks to his/her experience working with Islip IDA, and how it impacted overall success of project.
RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING ROBERT MARSH ENTERPRISES INC., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF ROBERT MARSH ENTERPRISES INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING THE FACILITY AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY.

WHEREAS, Robert Marsh Enterprises Inc., doing business as DJ Now, a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Robert Marsh Enterprises Inc. 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 1.2 acre parcel of land located at 100 Christopher Street, Ronkonkoma, New York (the “Land”), and the renovation and equipping of an approximately 20,000 square foot building located thereon (the “Improvements” and “Equipment”; and, together with the Land, the “Facility”), which Facility is to be leased and subleased by the Agency to, and used by, the Company as office and distribution in its business as a distributor and retailer of entertainment equipment; and

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

WHEREAS, the 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, 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 $1,620,000 but not to exceed $2,000,000 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 $12,938, 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 C hereof), consistent with the policies of the Agency; and

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

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

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

WHEREAS, the Agency has given due consideration to the application of the
Company and to representations by the Company that the proposed transaction is either an
inducement to the Company to maintain and expand the Facility in the Town of Islip or is
necessary to maintain the competitive position of the Company in its industry; and

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

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

WHEREAS, the Questionnaire has been reviewed by the Agency.

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

Section 1. Based upon the Environmental Assessment Form completed by the
Company and reviewed by the Agency and other representations and information furnished
by the Company regarding the Facility, the Agency determines that the action relating to the
acquisition, renovation, equipping and operation of the Facility is an “unlisted” action, as that
term is defined in the SEQR Act. The Agency also determines that the action will not have a
“significant effect” on the environment, and, therefore, an environmental impact statement
will not be prepared. This determination constitutes a negative declaration for purposes of
SEQR. Notice of this determination shall be filed to the extent required by the applicable
regulations under SEQR or as may be deemed advisable by the Chairman, Executive Director
or Deputy Executive Director of the Agency or counsel to the Agency.

Section 2. The acquisition, renovation and equipping of the Facility by the
Agency, the leasing of the Facility to the Company and the provision of financial assistance
pursuant to the Act will promote job opportunities, health, general prosperity and the
economic welfare of the inhabitants of the Town of Islip and the people of the State of New
York and improve their standard of living, and thereby serve the public purposes of the Act,
and the same is, therefore, approved.
Section 3. Subject to the provisions of this resolution, the Agency shall (i) acquire, renovate and equip the Facility, and (ii) lease the Facility to the Company.

Section 4. 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: (i) exemptions from mortgage recording taxes for one or more mortgages securing the principal amount presently estimated to be $1,620,000 but not to exceed $2,000,000 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 $[12,938], 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 C hereof), consistent with the policies of the Agency.

Section 5. The Company hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to the transactions contemplated by this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and a recapture agreement.

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

Section 7. The Chairman, Executive Director, Deputy Executive Director, counsel to the Agency and all members of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Company, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 8. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company. By acceptance hereof, the Company agrees to pay such expenses and further agree to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 9. This resolution shall take effect immediately.

ADOPTED: June 23, 2015
ACCEPTED: ________ 2015

ROBERT MARSH ENTERPRISES INC.
DOING BUSINESS AS I DJ NOW

By:_________________________
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 23, 2015, at Islip Town Hall, 655 Main Street, Islip, New York, at which meeting the following members were:

Present:

Absent:

Also Present:

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

Voting Aye

and, therefore, the resolution was declared duly adopted.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of June 23, 2015.

______________________________
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 on the ___ day of ____, 2015, at ____ a.m., local time, at Offices of Economic Development, 40 Nassau Avenue, Islip, New York 11751, in connection with the following matters:

Robert Marsh Enterprises Inc., doing business as 1 DJ Now, a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Robert Marsh Enterprises Inc. 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 1.2 acre parcel of land located at 100 Christopher Street, Ronkonkoma, New York (the “Land”), and the renovation and equipping of an approximately 20,000 square foot building located thereon (the “Improvements” and “Equipment”; and, together with the Land, the “Facility”), which Facility is to be leased and subleased by the Agency to, and used by, the Company as office and distribution in its business as a distributor and retailer of entertainment equipment. The Facility will be initially owned by the Company.

The Agency will acquire a leasehold interest in and title to the Facility and will sublease the Facility to the Company. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes in connection with the renovation and equipping of the Facility, exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing or permanent financing of the Facility and abatement of real property taxes, all 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 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: _____ __, 2015

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

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

MINUTES OF PUBLIC HEARING HELD ON
_____ __, 2015

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(ROBERT MARSH ENTERPRISES INC. 2015 FACILITY)

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

2. ___________________________ 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:

Robert Marsh Enterprises Inc., doing business as I DJ Now, a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Robert Marsh Enterprises Inc. 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 1.2 acre parcel of land located at 100 Christopher Street, Ronkonkoma, New York (the “Land”), and the renovation and equipping of an approximately 20,000 square foot building located thereon (the “Improvements” and “Equipment”; and, together with the Land, the “Facility”), which Facility is to be leased and subleased by the Agency to, and used by, the Company as office and distribution in its business as a distributor and retailer of entertainment equipment. The Facility will be initially owned by the Company.

The Agency will acquire a leasehold interest in and title to the Facility and will sublease the Facility to the Company. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes in connection with the renovation and equipping of the Facility, exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing or permanent financing of the Facility and abatement of real property taxes, all 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:

5. The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at ____________ a.m./p.m.
STATE OF NEW YORK  
COUNTY OF SUFFOLK  

)  
: SS.:  
)

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 _____ , 2015, at ___ a.m., local time, at Town of Islip, Offices of Economic Development, 40 Nassau Avenue, Islip, New York 11751, 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 _____ , 2015.

______________________________  
Assistant Secretary
EXHIBIT C

Form of 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 School District, Suffolk County and Appropriate Special Districts

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

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<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016/2017</td>
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<tr>
<td>2017/2018</td>
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</tr>
<tr>
<td>2026/2027</td>
<td>100% Normal Tax due on $ (Full Taxation)</td>
</tr>
</tbody>
</table>

and thereafter