AGENDA ITEM # 1

TYPE OF RESOLUTION: CALL THE IDA MEETING TO ORDER

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETIRED/CREATED): N/A

INVESTMENT: N/A
MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
August 25, 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 August 4, 2015.

3. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and Lorraine Gregory Corporation. Located at 40 Rabro Drive, Hauppauge, New York.

4. To consider the adoption for an authorizing resolution for Assignment/Assumption of Engle Burman at Sayville, LLC Facility. Located at 121 – 147 Lakeland Avenue, Sayville, New York.

5. To consider any other business that may come before the Agency.
TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 25, 2015.

AGENDA ITEM # 2

TYPE OF RESOLUTION: APPROVE THE TOWN BOARD MEETING MINUTES FROM 8/4/2015

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A
MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
August 4, 2015
Meeting Minutes

1. The Special Meeting of the Town of Islip Industrial Development Agency was called to order on a motion by Councilman Senft and seconded by Councilman Cochrane. All members were present.

Motions were presented to approve and adopt the following resolution on the August 4, 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 July 14, 2015. On a motion by Chairwoman Carpenter and seconded by Councilwoman Bergin Weichbrodt, said resolution was approved unanimously.

3. To consider the adoption of an Authorizing Resolution between of the Town of Islip Industrial Development Agency and Robert Marsh Enterprises, Inc. Located at 100 Christopher Street, Ronkonkoma, New York. On a motion by Councilman Cochrane and seconded by Councilwoman Bergin Weichbrodt, said resolution was approved unanimously.

4. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and Land Tek/Islip yards, LLC. Located on 0 Sweenydale Avenue west of Fifth Avenue, Bay Shore, New York. On a motion by Councilman Senft and seconded by Councilman Cochrane, said resolution was approved unanimously.

5. To consider the adoption of a Resolution authorizing a tenant lease agreement between Hauppauge Office Park, LLC and Pollan Mauner & Wess, LLP. Located at 888/898 Veterans Memorial Highway, Hauppauge, New York. On a motion by Council Flotteron and seconded by Councilwoman Bergin Weichbrodt, said resolution was approved unanimously.

6. To consider the adoption of a Resolution authorizing a tenant lease agreement between Hauppauge Office Park, LLC and Bridgehampton National Bank. Located at 888/898 Veterans Memorial Highway, Hauppauge, New York. On a motion by Councilman Senft and seconded by Councilwoman Bergin Weichbrodt, said resolution was approved unanimously.

7. To consider the adoption of a Resolution authorizing a tenant lease agreement between Hauppauge Office Park, LLC and Wendel Energy Services, LLC. Located at 888/898 Veterans Memorial Highway, Hauppauge, New York. On a motion by Councilwoman Bergin Weichbrodt and seconded by Councilman Flotteron, said resolution was approved unanimously.

8. The August 4, 2014 meeting of the IDA Board was adjourned on a motion by Councilwoman Bergin Weichbrodt seconded by Councilman Cochrane.
TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 25, 2015.

AGENDA ITEM # 3

TYPE OF RESOLUTION: INDUCEMENT RESOLUTION

COMPANY: LORRAINE GREGORY CORP

PROJECT LOCATION: 40 RABRO DR, HAUPPAUGE, NY

JOBS (RETAINED/CREATED): RETAIN 49, CREATE 17

INVESTMENT: $5,255,000.00
STANDARD QUESTIONS FOR
INDUSTRIAL DEVELOPMENT AGENCY
PRESS RELEASES

Lorraine Gregory Corp

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.** The building will act as corporate headquarters and production facility for our full service marketing and communications company. Including in the activities and operations to be conducted therein: Marketing Strategy + Planning, Copy Writing, Graphic Design, Website Development, Content and Social Media, E-mail Distribution, Data Processing, Offset Printing, Digital Printing, Binary, Mailing.

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

5. Is this an expansion, relocation or both? Both.

6. Please confirm IDA benefits the company will receive. Sales Tax exemptions $16,500, mortgage recording tax $47,250.00, property tax savings $310,677.30.

7. Amount of project investment/cost? $5,255,000.00

8. How much job retention and growth will this project create? Retain 49, Create 17 jobs.

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 LORRAINE GREGORY CORPORATION, A BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF LORRAINE GREGORY CORPORATION AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF 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, Lorraine Gregory Corporation, a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Lorraine Gregory Corporation 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 2.0 acre parcel of land located at 40 Rabro Drive, Hauppauge, New York 11788 (the “Land”), the renovation of an existing approximately 47,090 square foot building located thereon, together with the acquisition, installation and equipping of improvements, structures and other related facilities attached to the Land (the “Improvements”), and the acquisition and installation therein of certain equipment and personal property (the “Equipment”; and, together with the Land and the Improvements, the “Facility”), which Facility will be leased by the Agency to the Company, and used by the Company as its corporate headquarters and production facility in its business as a full service marketing and communications company, including the following as they relate to the appointment of the Company 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 and title to the Equipment and will lease the Facility to the Company, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “Act”); and

WHEREAS, the 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 and the Sublessee consistent with the policies of the Agency, in the form of (i) exemptions from sales and use taxes in an amount not to exceed $16,500, in connection with the purchase or lease of equipment, building materials, services or other personal property, (ii) exemptions from mortgage recording taxes for one or more mortgages securing the principal amount presently estimated to be $4,500,000 but not to exceed $5,000,000 in connection with the financing or refinancing of the acquisition, renovation and equipping of 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, while the Company has represented to the Agency that the approval of the Facility will result in the closure of a plant located at 110 Schmitt Boulevard, Farmingdale, New York and the Agency would otherwise be prohibited from granting benefits pursuant to the provisions of Section 862 of the Act, based upon the representations of the Company in the Application for financial assistance filed by the Company with the Agency (the "Application"), the closure of the plant is reasonably necessary to preserve the competitive position of the Company in its respective industry and therefore not subject to the prohibitions contained in Section 862 of the Act; and

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

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company 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 or Executive Director of the Agency or counsel to the Agency.

Section 2. The acquisition, renovation and equipping of the Facility by the Agency, the leasing and subleasing 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 sales and use taxes in an amount not to exceed $16,500, in connection with the purchase or lease of equipment, building materials, services or other personal property, (ii) exemptions from mortgage recording taxes for one or more mortgages securing the principal amount presently estimated to be $4,500,000 but not to exceed $5,000,000 in connection with the financing or refinancing of the acquisition, renovation and equipping of 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, 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: August 25, 2015

ACCEPTED: ________, 2015

LORRAINE GREGORY CORPORATION

By: ____________________________
Name: __________________________
Title: __________________________
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 August 25, 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 August 25, 2015.
AGENDA ITEM # 4

TYPE OF RESOLUTION: AUTHORIZING RESOLUTION FOR AN ASSIGNMENT AND ASSUMPTION TO A NEW ENTITY

COMPANY: ENGLE BURMAN AT SAYVILLE, LLC

PROJECT LOCATION: 121-147 LAKELAND AVE, SAYVILLE, NY

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 25th day of August, 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 the assignment and assumption of an interest in a certain industrial development facility more particularly described below (Assignment of Engel Burman at Sayville LLC Facility) and the defeasance and redemption of the Town of Islip Industrial Development Agency Industrial Development Revenue Bonds, Series 2012A, Series 2012B, Series 2012C and Series 2013D (Engel Burman at Sayville LLC Facility).

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

Voting Aye  Voting Nay  Recused

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 (collectively the “Act”), the Town of Islip Industrial Development Agency (the “Issuer”) 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, HSRE-EB Sayville, LLC, a limited liability company on behalf of itself and/or the principals of HSRE-EB Sayville, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “Assignee”) has submitted a request for the Issuer’s assistance in the acquisition of Engel Burman at Sayville, LLC’s, a New York limited liability company (the “Original Company”) rights, title and interests in the Facility (defined below) (the “Assignment”); and

WHEREAS, the Issuer previously issued on behalf of the Original Company its $18,500,000 aggregate principal amount Industrial Development Revenue Bonds, Series 2012A (Engel Burman at Sayville, LLC Facility) (the “Series 2012A Bonds”), its $12,300,000 aggregate principal amount Industrial Development Revenue Bonds, Series 2012B (Engel Burman at Sayville, LLC Facility) (the “Series 2012B Bonds”), and its $7,510,000 aggregate principal amount Industrial Development Revenue Bonds, Series 2012C (Engel Burman at Sayville, LLC Facility) (the “Series 2012C Bonds”; and, together with the Series 2012A Bonds and the Series 2012B Bonds, the “Series 2012 Bonds”), for a total aggregate purchase price of $38,310,000 pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Series 2012 Bonds were issued for the purposes of financing the costs of the acquisition, construction and equipping of an industrial development facility consisting of the acquisition of six (6) parcels of land totaling approximately 6.206 acres located at 129 Lakeland Avenue, Sayville, Town of Islip, County of Suffolk, New York (the “Land”), the demolition of existing structures located thereon, and the completion of a two-story above-grade approximately 96,136 square foot building for use by the Original Company as an assisted living residential facility consisting of approximately 120 assisted living units for use by elderly citizens in the community as a fully integrated residence
including living, dining, housekeeping, personal laundry and transportation services, and a portion of the building is contemplated to be designated for use by residents in the early stages of Alzheimer’s disease (the “Facility”); and

WHEREAS, the Issuer is selling the Facility to the Original Company pursuant to a certain Installment Sale Agreement, dated as of December 1, 2012, (the “Original Installment Sale Agreement”), between the Issuer, as seller, and the Original Company, as purchaser; and

WHEREAS, the Series 2012 Bonds were issued pursuant to an Indenture of Trust, dated as of December 1, 2012, (the “Original Indenture”), between the Issuer and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, having its principal corporate trust office at 100 Wall Street, Suite 1600, New York, New York 10005, as trustee (the “Trustee”); and

WHEREAS, the Original Company provided its guaranty of the principal of, Sinking Fund Payments, Redemption Price of, and interest on the Series 2012 Bonds pursuant to a certain Guaranty, dated as of December 1, 2012 (the “Original Guaranty”), from the Original Company to the Issuer and the Trustee; and

WHEREAS, completion of the Facility was guaranteed pursuant to a certain Completion Guaranty, dated as of December 1, 2012 (the “Original Completion Guaranty”), from Jan Burman, Sydney Engel, Steven Krieger and Michael Weiss (collectively, the “Individual Guarantors”) to the Issuer and the Trustee; and

WHEREAS, the development of the Facility was guaranteed pursuant to a certain Developer Guaranty, dated as of December 1, 2012 (the “Original Developer Guaranty”), from the Individual Guarantors to the Issuer and the Trustee; and

WHEREAS, the Issuer and the Original Company secured the payment of the Series 2012 Bonds and the Original Company’s obligations under the Original Installment Sale Agreement, by granting to the Trustee (i) an Acquisition Loan Mortgage and Security Agreement, dated as of December 28, 2012 (the “Acquisition Loan Mortgage”), (ii) a Building Loan Mortgage and Security Agreement, dated as of December 28, 2012 (the “Series 2012 Building Loan Mortgage”), and (iii) a Project Loan Mortgage and Security Agreement, dated as of December 28, 2012 (the “Project Loan Mortgage”; and, together with the Acquisition Loan Mortgage and the Series 2012 Building Loan Mortgage, the “Series 2012 Mortgages”), each from the Issuer and the Company to the Trustee; and

WHEREAS, in connection with the Series 2012 Building Loan Mortgage, the Issuer, the Original Company and the Trustee entered into a Building Loan Agreement, dated as of December 1, 2012 (the “Original Building Loan Agreement”), which Original Building Loan Agreement was to be filed in the Suffolk County Clerk’s office; and

WHEREAS, in addition to the Series 2012 Mortgages, the Series 2012 Bonds were further secured by a certain Pledge and Assignment, dated as of December 1, 2012 (the “Original Pledge and Assignment”), given by the Issuer to the Trustee with Acknowledgement by the Original Company, which Original Pledge and Assignment was to
be recorded in the Suffolk County Clerk’s office immediately after the recoradation of the
Series 2012 Mortgages; and

WHEREAS, the Issuer and the Original Company previously entered into a certain
Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2012 (the “PILOT
Agreement”), pursuant to which the Issuer and the Original Company set forth the term and
conditions of their agreement regarding the payments in lieu of real property taxes in
connection with the Facility; and

WHEREAS, the Issuer and the Original Company entered into a certain Tax
Regulatory Agreement, dated December 28, 2012 (the “Original Tax Regulatory
Agreement”), by and between the Issuer and the Original Company, in order to set forth
certain representations, expectations, conditions and covenants relating to the activities of the
Original Company, the Issuer, the Series 2012 Bonds, the Project (as defined therein) and the
application of the Bond Proceeds (as defined in the Original Indenture); and

WHEREAS, the Issuer and the Original Company entered into a certain
Environmental Compliance and Indemnification Agreement, dated as of December 1, 2012
(the “Environmental Compliance and Indemnification Agreement”), by and between the
Issuer and the Original Company whereby the Original Company agreed to comply with all
Environmental Laws (as defined therein) applicable to the Facility and to indemnify and hold
harmless the Issuer for all liability under all such Environmental Laws; and

WHEREAS, the Issuer previously issued additional Industrial Development Revenue
Bonds to the Original Company in an amount equal to $1,500,000 (the “Series 2013D
Bonds”; and, together with the Series 2012 Bonds, the “Bonds”), pursuant to Section
142(a)(7) of the Code to finance the completion of the Facility; and

WHEREAS, the Series 2013D Bonds were issued pursuant to the Original Indenture
as amended and supplemented by a certain First Supplemental Indenture, dated as of
December 1, 2013 (the “First Supplemental Indenture”; and together with the Original
Indenture, the “Indenture”); and

WHEREAS, in connection therewith, the Issuer and the Original Company entered
into a certain First Amendment to Installment Sale Agreement, dated as of December 1,
2013, (the “First Amendment to Installment Sale Agreement”; and, together with the
Original Installment Sale Agreement, the “Installment Sale Agreement”); and

WHEREAS, simultaneously with the execution and delivery of the First
Supplemental Indenture and the First Amendment to Installment Sale Agreement, the Issuer
and the Original Company amended the Original Guaranty, in order to, among other things,
amend all references to “Bonds” to include the Series 2013D Bonds and make certain other
changes to the Original Guaranty by entering into a certain First Amendment and
Reaffirmation of Guaranty, dated as of December 1, 2013 (the “First Amendment and
Reaffirmation of Guaranty”; and, together with the Original Guaranty, the “Guaranty”); and

and
WHEREAS, the Issuer and the Individual Guarantors amended the Original Completion Guaranty, in order to, among other things, amend all references to “Bonds” to include the Series 2013D Bonds and make certain other changes to the Original Completion Guaranty by entering into a certain First Amendment and Reaffirmation of Completion Guaranty, dated as of December 1, 2013 (the “First Amendment and Reaffirmation of Completion Guaranty”); and

WHEREAS, the Issuer and the Individual Guarantors amended the Original Developer Guaranty, in order to, among other things, amend all references to “Bonds” to include the Series 2013D Bonds and make certain other changes to the Original Developer Guaranty by entering into a certain First Amendment and Reaffirmation of Developer Guaranty, dated as of December 1, 2013 (the “First Amendment and Reaffirmation of Developer Guaranty”); and together with the Original Developer Guaranty, the “Developer Guaranty”); and

WHEREAS, the Issuer and the Original Company secured the payment of the Series 2013D Bonds and the Original Company’s obligations under the Installment Sale Agreement, by granting a Building Loan Mortgage and Security Agreement, dated as of December 1, 2013 (the “Series 2013D Building Loan Mortgage”; and together with the Series 2012 Mortgages, the “Mortgages”), from the Issuer and the Original Company to the Trustee; and

WHEREAS, in connection with the Series 2013D Building Loan Mortgage, the Issuer, the Original Company and the Trustee entered into a Series 2013D Building Loan Agreement Amendment, dated as of December 1, 2013 (the “First Amendment to Building Loan Agreement”; and together with the Original Building Loan Agreement, the “Building Loan Agreement”), which First Amendment to Building Loan Agreement Amendment amended the Original Building Loan Agreement filed in the Suffolk County Clerk’s office; and

WHEREAS, in addition to the Series 2013D Building Loan Mortgage, the Series 2013D Bonds were further secured by a certain First Amended and Restated Pledge and Assignment, dated as of December 1, 2013 (the “First Amended and Restated Pledge and Assignment”; and together with the Original Pledge and Assignment, the “Pledge and Assignment”), given by the Issuer to the Trustee with Acknowledgement by the Original Company, which First Amended and Restated Pledge and Assignment was to be recorded in the Suffolk County Clerk’s office immediately after the recordation of the Series 2013D Building Loan Mortgage; and

WHEREAS, the Issuer and the Original Company will cause the Bonds to be defeased and redeemed in accordance with the provisions of the Bonds and the Indenture immediately prior to the Assignment; and

WHEREAS, unless the Bondholder waives the requirement regarding Available Moneys (as defined in the Indenture), the Issuer and the Original Company will cause the Bonds to be defeased with the proceeds of a bank loan, pursuant to a line of credit, a mortgage or mortgages and such other loan documents satisfactory to the Issuer, upon advice
of counsel, in both form and substance, as may be reasonably required by a lender or lenders as may be determined (the “Lender”), to be dated a date to be determined (collectively, the “Loan Documents”); and

WHEREAS, in connection therewith, the Indenture will be discharged and terminated (the “Termination”); and

WHEREAS, in connection with the defeasance and Termination, the Mortgages and the Pledge and Assignment will each be satisfied and discharged, the Building Loan Agreement will be discharged and the Guaranty, the Completion Guaranty and the Developer Guaranty will each be terminated; and

WHEREAS, to effectuate the Assignment, the Original Company, the Assignee and the Issuer will enter into a certain Assignment, Assumption and Amendment Agreement, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the “Assignment, Assumption and Amendment Agreement”), by and among the Issuer, the Original Company and the Assignee whereby (a) the Assignee will assume all of the right, title, interest, liability, duty and obligations of the Original Company with respect to the Facility under the (i) Installment Sale Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Original Company under the Installment Sale Agreement, (ii) the PILOT Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Original Company under the PILOT Agreement, (iii) the Environmental Compliance and Indemnification Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Original Company under the Environmental Compliance and Indemnification Agreement and (iv) the Tax Regulatory Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Original Company under the Tax Regulatory Agreement, (b) the Installment Sale Agreement shall be amended to reflect that the Bonds have been redeemed and (c) such other documents will be amended to reflect the Assignment; and

WHEREAS, the Assignee has agreed to indemnify the Issuer against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the Assignment of the interest in the Facility from the Original Company to the Assignee, the financing of the Facility and the subsequent sale of the Facility to the Assignee; and

WHEREAS, the Act authorizes and empowers the Issuer 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.

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

Section 1. The Issuer hereby finds and determines:
(a) By virtue of the Act, the Issuer 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 quoted term is defined in the Act; and

(c) The Assignment and the execution of the documents in connection therewith, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The Assignment and the execution of the documents in connection therewith is reasonably necessary to induce the Assignee to maintain and expand its business operations in the State of New York; and

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

(f) It is desirable and in the public interest for the Issuer to consent to the Termination and the Assignment; and

(g) The Termination Agreement, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the "Termination Agreement"), will be an effective instrument whereby the Issuer, the Trustee, the Original Company and the Individual Guarantors agree to the defeasance and redemption of the Bonds pursuant to the terms and conditions of the Indenture; and

(h) The Satisfaction of Acquisition Loan Mortgage, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the "Satisfaction of Acquisition Loan Mortgage"), will be an effective instrument from the Trustee to the Issuer and the Original Company, whereby the Acquisition Loan Mortgage is satisfied and discharged; and

(i) The Satisfaction of Series 2012 Building Loan Mortgage, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the "Satisfaction of Series 2012 Building Loan Mortgage"), will be an effective instrument from the Trustee to the Issuer and the Original Company, whereby the Series 2012 Building Loan Mortgage is satisfied and discharged; and

(j) The Satisfaction of Project Loan Mortgage, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the "Satisfaction of Project Loan Mortgage"), will be an effective instrument from the Trustee to the Issuer and the Original Company, whereby the Project Loan Mortgage is satisfied and discharged; and
(k) The Satisfaction of Series 2013D Building Loan Mortgage, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the “Satisfaction of Series 2013D Building Loan Mortgage”), will be an effective instrument from the Trustee to the Issuer and the Original Company, whereby the Series 2013D Building Loan Mortgage is satisfied and discharged; and

(l) The Termination and Discharge of Building Loan Agreement, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the “Termination and Discharge of Building Loan Agreement”), will be an effective instrument whereby the Building Loan Agreement is discharged; and

(m) The Termination and Discharge of Pledge and Assignment, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the “Termination and Discharge of Pledge and Assignment”), will be an effective instrument whereby the Pledge and Assignment is discharged; and

(n) The Release of Guaranty, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the “Release of Guaranty”), among the Issuer, the Trustee and the Original Company, will be an effective instrument whereby the Trustee and the Issuer release the Original Company from the terms of the Guaranty; and

(o) The Release of Completion Guaranty, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the “Release of Completion Guaranty”), among the Issuer, the Trustee and the Individual Guarantors, will be an effective instrument whereby the Trustee and the Issuer release the Individual Guarantors from the terms of the Completion Guaranty; and

(p) The Release of Developer Guaranty, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the “Release of Developer Guaranty”), among the Issuer, the Trustee and the Individual Guarantors, will be an effective instrument whereby the Trustee and the Issuer release the Individual Guarantors from the terms of the Developer Guaranty; and

(q) The Letter of Instructions, dated as of September 1, 2015 or such other date as may be reasonable or necessary and acceptable to the Issuer (the “Letter of Instructions”), will be an effective instrument whereby the Issuer instructs the Trustee with respect to the defeasance and redemption of the Bonds; and

(r) The Loan Documents to which the Issuer is a party will be effective instruments whereby the Issuer, and Assignee and the Lender shall provide financing to the Facility; and

(s) The Assignment, Assumption and Amendment Agreement will be an effective instrument whereby the Original Company will assign its right, title, interest, liabilities, duties and obligations with respect to the Facility to the Assignee.
Section 2. In consequence of the foregoing, the Issuer hereby determines to: (i) confirm its consent to the Assignment and the Termination; (ii) execute and deliver the Assignment, Assumption and Amendment Agreement; (iii) execute and deliver the Termination Agreement; (iv) execute and deliver the Satisfaction of Acquisition Loan Mortgage; (v) execute and deliver the Satisfaction of Series 2012 Building Loan Mortgage; (vi) execute and deliver the Satisfaction of Project Loan Mortgage; (vii) execute and deliver the Satisfaction of Series 2013D Building Loan Mortgage; (viii) execute and deliver the Termination and Discharge of Building Loan Agreement; (ix) execute and deliver the Termination and Discharge of Pledge and Assignment; (x) execute and deliver the Release of Guaranty; (xi) execute and deliver the Release of Completion Guaranty; (xii) execute and deliver the Release of Developer Guaranty, (xiii) execute and deliver the Letter of Instructions, and (xiv) execute and deliver the Loan Documents to which the Issuer is a party.

Section 3. The Issuer is hereby authorized to consent to the Assignment and the Termination and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Issuer with respect to such Assignment and Termination are hereby approved, ratified and confirmed.

Section 4. The Issuer is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the Assignment, Assumption and Amendment Agreement, the Termination Agreement, the Satisfaction of Acquisition Loan Mortgage, the Satisfaction of Series 2012 Building Loan Mortgage, the Satisfaction of Project Loan Mortgage, the Satisfaction of Series 2013D Building Loan Mortgage, the Termination and Discharge of Building Loan Agreement, the Termination and Discharge of Pledge and Assignment, the Release of Guaranty, the Release of Completion Guaranty, the Release of Developer Guaranty, the Letter of Instructions and the Loan Documents to which the Issuer is a party, and all acts heretofore taken by the Issuer with respect to such financing are hereby approved, ratified and confirmed; provided that the form and substance of the Assignment, Assumption and Amendment Agreement, the Termination Agreement, the Satisfaction of Acquisition Loan Mortgage, the Satisfaction of Series 2012 Building Loan Mortgage, the Satisfaction of Project Loan Mortgage, the Satisfaction of Series 2013D Building Loan Mortgage, the Termination and Discharge of Building Loan Agreement, the Termination and Discharge of Pledge and Assignment, the Release of Guaranty, the Release of Completion Guaranty, the Release of Developer Guaranty, Letter of Instructions and the Loan Documents to which the Issuer is a party, and such other related documents as may be necessary or appropriate to effect the transactions described herein shall be satisfactory in all material respects to Issuer Counsel and Transaction Counsel and to the officer of the Issuer executing the Assignment, Assumption and Amendment Agreement, the Termination Agreement, the Satisfaction of Acquisition Loan Mortgage, the Satisfaction of Series 2012 Building Loan Mortgage, the Satisfaction of Project Loan Mortgage, the Satisfaction of Series 2013D Building Loan Mortgage, the Termination and Discharge of Building Loan Agreement, the Termination and Discharge of Pledge and Assignment, the Release of Guaranty, the Release of Completion Guaranty, the Release of Developer Guaranty, the Letter of Instructions and the Loan Documents to which the Issuer is a party, and such other related documents as may be necessary or appropriate to effect the transactions described herein.
Section 5. The form and substance of the Assignment, Assumption and Amendment Agreement, the Termination Agreement, the Satisfaction of Acquisition Loan Mortgage, the Satisfaction of Series 2012 Building Loan Mortgage, the Satisfaction of Project Loan Mortgage, the Satisfaction of Series 2013D Building Loan Mortgage, the Termination and Discharge of Building Loan Agreement, the Termination and Discharge of Pledge and Assignment, the Release of Guaranty, the Release of Completion Guaranty, the Release of Developer Guaranty, the Letter of Instructions and the Loan Documents to which the Issuer is a party, and such other related documents as may be necessary or appropriate to effect the transactions described herein (in substantially the forms presented to or approved by the Issuer and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 6.

(a) The Chairman of the Issuer and/or the Executive Director of the Issuer, or any member of the Issuer are hereby authorized, on behalf of the Issuer, to execute and deliver the Assignment, Assumption and Amendment Agreement, the Termination Agreement, the Satisfaction of Acquisition Loan Mortgage, the Satisfaction of Series 2012 Building Loan Mortgage, the Satisfaction of Project Loan Mortgage, the Satisfaction of Series 2013D Building Loan Mortgage, the Termination and Discharge of Building Loan Agreement, the Termination and Discharge of Pledge and Assignment, the Release of Guaranty, the Release of Completion Guaranty, the Release of Developer Guaranty, the Letter of Instructions and the Loan Documents to which the Issuer is a party, and such other related documents as may be necessary or appropriate to effect the transactions described herein, in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman of the Issuer and/or the Executive Director of the Issuer, or any member of the Issuer shall approve, and such other related documents as may be, in the judgment of the Chairman and Issuer Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Issuer Documents"). The execution thereof by the Chairman of the Issuer and/or the Executive Director of the Issuer, or any member of the Issuer shall constitute conclusive evidence of such approval.

(b) The Chairman of the Issuer and/or the Executive Director of the Issuer, or any member of the Issuer are further hereby authorized, on behalf of the Issuer, to designate any additional Authorized Representatives of the Issuer.

Section 7. The officers, employees and agents of the Issuer are hereby authorized and directed for and in the name and on behalf of the Issuer to do all acts and things required or provided for by the provisions of the Issuer 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 Issuer with all of the terms, covenants and provisions of the Issuer Documents binding upon the Issuer.

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

COUNTY OF SUFFOLK

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the “Issuer”), including the resolutions contained therein, held on the 25th day of August, 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 Issuer 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 Issuer Documents contained in this transcript of proceedings are each in substantially the form presented to the Issuer 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 Issuer 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 25th day of August, 2015.

By: ______________________________
   Assistant Secretary