

Date: September 20, 2016

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 20th day of September, 2016 the following members of the Agency were:

Present: Chairwoman Angie Carpenter
 Councilwoman Bergin Weichbrodt
 Councilwoman Mullen
 Councilman Flotteron
 Councilman Cochrane

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 (Designs For Vision, Inc. 2016 Facility) and the leasing of the facility to Feinbloom Murphy Ltd. and DFV Realty LLC for further subleasing to Designs For Vision, Inc.

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

Voting Aye

Voting Nay

Chairwoman Angie Carpenter
Councilwoman Bergin Weichbrodt
Councilwoman Mullen
Councilman Flotteron
Councilman Cochrane

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, RENOVATION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF FEINBLOOM MURPHY LTD., A BUSINESS CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF FEINBLOOM MURPHY LTD. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND DFV REALTY LLC, A LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF DFV REALTY LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND DESIGNS FOR VISION, 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 DESIGNS FOR VISION, 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 AN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

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

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

WHEREAS, the Agency has previously provided its assistance to 4000 Veterans Hwy LLC, a limited liability company (the “**Original Company**”), and CMB Wireless Group LLC d/b/a Communications Wireless Group, a limited liability company duly (the “**CMB Wireless**”) in connection with the renovation and equipping of an approximately 65,220 square foot building (the “**Improvements**”) located on an approximately 7.28 acre of land located at 4000 Veterans Memorial Highway, Bohemia, New York 11716 (the “**Original Land**”, together with the Improvements the “**Original Facility**”), title to which Original Facility was acquired by the Agency pursuant to a Bargain and Sale Deed dated May 10, 2011, and was leased by the Agency to the Company and was subleased by the Original

Company to CMB Wireless for its primary use as a remanufacturer of cell phones, PDA's and related accessories; and

WHEREAS, the Agency previously consented to a request from the Original Company to the release of an approximately 3.34 acre parcel of land from the definition of the Original Facility (the "**Released Property**"), and in connection with such Released Property, the Agency, the Original Company and CMB Wireless agreed to modify the description of the Land conveyed by the Original Lease, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement; and

WHEREAS, subsequent to the amendment and modification of the documents in connection with the Released Property, the Original Company entered into an agreement of sale for the Original Facility, less the Released Property, the "Facility" (as hereinafter defined); and

WHEREAS, in connection with the agreement of sale for the Facility, the Original Company has requested the Agency's consent to the assignment of all of the Original Company's rights, title, interest and obligations under the Original Lease Agreement, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement, each as amended to date and certain other agreements in connection with the Facility to Feinbloom Murphy Ltd., a business corporation, organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Feinbloom Murphy Ltd. and/or an entity formed or to be formed on behalf of any of the foregoing ("**Feinbloom Murphy**") and DFV Realty LLC, a limited liability company on behalf of itself and/or the principals of DFV Realty LLC and/or an entity formed or to be formed on behalf of any of the foregoing ("**DFV Realty**"; and, together with Feinbloom Murphy, the "**Company**"), all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of September 1, 2016, or such other date as the Chairman, Executive Director and counsel to the Agency shall agree (the "**Assignment, Assumption and Amendment Agreement**"), by and among the Agency, the Original Company and the Company; and

WHEREAS, the Original Lease Agreement, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement shall be amended and restated pursuant to and in accordance with a certain Amended and Restated Lease and Project Agreement, to be dated as of September 1, 2016 or such other date as the Chairman, Executive Director and counsel to the Agency shall agree (the "**Amended and Restated Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Agency and the Company will enter into such other documents upon advice of counsel, in both form and substance, as may be reasonably required to effectuate the assignment and assumption of the Facility (collectively, the "**Assignment Documents**"); and

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

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

WHEREAS, the Company and Designs For Vision, 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 Designs For Vision, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Sublessee**"), have further requested the Agency's assistance in the acquisition of an approximately 3.94 acre parcel of land located at 4000 Veterans Memorial Highway, Bohemia, New York (the "**Land**"), the renovation of an approximately 66,000 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 Company to the Company and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property including, but not limited to two lathes and milling machines and equipment for processing (collectively, the "**Equipment**"), which Equipment is to be leased by the Company 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 office, manufacturing, research and development and warehouse space in its business as a designer, engineer and manufacturer of optical and illumination devices to enhance the vision of clinical specialists and persons with partial vision; and

WHEREAS, the Agency, by resolution duly adopted on August 9, 2016 (the "**Inducement Resolution**"), decided to proceed under the provisions of the Act; and

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

WHEREAS, the Agency will sublease and lease the Company Facility to the Company pursuant to the Amended and Restated Lease Agreement; and

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

WHEREAS, the Agency will lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of September 1, 2016 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 an amount presently estimated to be \$7,800,000 but not to exceed \$9,000,000 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 \$319,125, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof); and

WHEREAS, the Sublessee and the Agency will enter into a certain Agency Compliance Agreement, dated as of September 1, 2016 or such other date as may be determined by the Chairman or Executive Director of the Agency and counsel to the Agency (the “**Agency Compliance Agreement**”), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

WHEREAS, as security for a loan or loans (as such term is defined in the Amended and Restated Lease Agreement), the Agency and the Company will execute and deliver to TD Bank N.A., or 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, construction and equipping of the Facility (collectively, the “**Loan Documents**”); and

WHEREAS, the Agency has given due consideration to the application of the Company and the Sublessee and to representations by the Company and the Sublessee that the proposed transaction is necessary to maintain the competitive position of the Company and the Sublessee in their respective industries; and

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

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

Section 1. The Agency hereby finds and determines:

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

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

(c) The assignment and assumption of the Facility and the continued leasing and subleasing of the Facility to the Company and Sublessee will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Town of Islip, and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The acquisition, renovation, construction 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 consent to the assignment and assumption of the leasehold interest in the Facility from the Original Company to the Company; and

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

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

(j) The Assignment, Assumption and Amendment Agreement will be an effective instrument whereby the Agency will lease the Facility to the Company; and

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

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

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

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

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

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment and assumption of the Facility from the Original Company to and by the Company pursuant to the Assignment, Assumption and Amendment Agreement, (ii) execute, deliver and perform the Assignment, Assumption and Amendment Agreement, (iii) execute, deliver and perform the Amended and Restated Lease Agreement (iv) execute and deliver the Assignment Documents, (v) lease the Equipment to the Sublessee pursuant to the Equipment Lease Agreement, (vi) execute, deliver and perform the Equipment Lease Agreement, (vii) execute and deliver the Agency Compliance Agreement, (viii) grant a mortgage on and security interests in and to the Facility pursuant to the Loan Documents, and (ix) execute and deliver the Loan Documents to which the Agency is a party.

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

Section 5. The Agency is hereby authorized to acquire the Facility and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed. The Agency is hereby further authorized to execute and deliver the Loan Documents in connection with the financing of the costs of acquiring, renovating and equipping the Facility and any future Loan Documents in connection with any future refinancing or permanent financing of such costs of acquiring, renovating and equipping of the Facility without the need for any further or future approvals of the Agency.

Section 6. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company and the Sublessee in connection with the acquisition, renovation and equipping of the Facility in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$7,800,000 but not to exceed \$9,000,000 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 \$319,125, 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 7. Subject to the provisions of this resolution, the Company and the Sublessee are herewith and hereby appointed the agents of the Agency to acquire, renovate,

construct 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, construct 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, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company and the Sublessee have received exemptions from sales and use taxes in an amount not to exceed \$319,125 in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company and/or the Sublessee if such activities and improvements are not completed by such time. The aforesaid appointment of the Company and the Sublessee is subject to the execution of the documents contemplated by this resolution.

Section 8. The Company and the Sublessee 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.

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

Section 10.

(a) The Chairman, Vice Chairman, Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment Assumption and Amendment Agreement, the Amended and Restated Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, the Loan Documents to which the Agency is a party and the Assignment 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, 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, Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The 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 Amended and Restated Lease Agreement).

Section 11. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 12. This resolution shall take effect immediately.

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

I, the undersigned 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 20th day of September, 2016, 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 20th day of September, 2016.

By: 
Assistant Secretary

EXHIBIT A

Proposed PILOT Benefits

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

Definitions:

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

Formula – 60% reduction on assessed value, annual 5% increases for 12 years

4000 Veterans Memorial
Highway, Bohemia, 11716

YEAR 1	100% Normal Tax due on the taxable assessed value of \$356,040
YEAR 2	100% Normal Tax due on the taxable assessed value of \$400,545
YEAR 3	100% Normal Tax due on the taxable assessed value of \$445,050
YEAR 4	100% Normal Tax due on the taxable assessed value of \$489,555
YEAR 5	100% Normal Tax due on the taxable assessed value of \$534,060
YEAR 6	100% Normal Tax due on the taxable assessed value of \$578,565
YEAR 7	100% Normal Tax due on the taxable assessed value of \$623,070
YEAR 8	100% Normal Tax due on the taxable assessed value of \$667,575
YEAR 9	100% Normal Tax due on the taxable assessed value of \$712,080
YEAR 10	100% Normal Tax due on the taxable assessed value of \$756,585
YEAR 11	100% Normal Tax due on the taxable assessed value of \$801,090
YEAR 12	100% Normal Tax due on the taxable assessed value of \$845,595
YEAR 13	Full taxation on taxable assessed value of \$ 890,100