

Date: August 6, 2013

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 6th day of August, 2013, the following members of the Agency were:

Present: Chairman Eric Hofmeister
Councilman Steve Flotteron
Councilwoman Trish Bergin Weichbrodt
Councilman John Cochrane
Councilman Anthony Senft

Absent: Tom Croci – due to military leave

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 (ZTA Rental Properties L.P. 2013 Facility) and the leasing of the facility to ZTA Rental Properties L.P.

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

Voting Aye

Councilman Steve Flotteron
Councilwoman Trish Bergin Weichbrodt
Councilman John Cochrane
Councilman Anthony Senft

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE APPOINTMENT OF EDGEWOOD LAND L.P., A LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF EDGEWOOD LAND L.P. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING AN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR EDGEWOOD LAND L.P. 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 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, Edgewood Land L.P., a New York limited partnership, on behalf of itself and/or the principals of Edgewood Land L.P. 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 9.3 acres of land at 110 Wilshire Boulevard in the Heartland Industrial Park in Edgewood/Brentwood, Town of Islip, Suffolk County, New York the “**Land**”), and the construction and equipping of an approximately 150,000 square foot warehouse/light manufacturing building located thereon with approximately 26.0 foot high ceilings under steel located thereon (collectively, the “**Improvements**”; and, together with the Land, the “**Facility**”), to be leased by the Agency to the Company for further sublease by the Company to future tenants not yet determined (collectively, the “**Sublessees**”), for use as office space and light manufacturing, including the following as they relate to the appointment of the Company as agent of the Agency pursuant to Section 4 hereof with respect to the acquisition, construction, installation 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, construction, installation 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, construction, installation 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, all to be leased to the Company pursuant to a certain Lease Agreement, dated as of August 1, 2013, or such other date as the Chairman, the Executive Director and counsel to the Agency shall agree (the “**Lease Agreement**”); 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 in an amount not to exceed \$[_____], in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility, (ii) exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials, services or other personal property in an amount not to exceed \$[_____] (as set forth in the Form of Sales Tax Letter set forth as Exhibit A hereof) and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit B 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 (the “**State**”); and

WHEREAS, the Agency by Inducement Resolution, dated April 23, 2013, decided to proceed under the provisions of the Act to acquire, construct and equip the Facility and enter into the Lease Agreement; and

WHEREAS, in order to define the Company’s obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency and the Company will enter into a certain Payment-in-Lieu-of-Tax Agreement, dated as of August 1, 2013, or such date as may be determined by the Agency and counsel to the Agency (the “**PILOT Agreement**”), pursuant to which the Company will make payments in lieu of taxes on the Facility; and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Agency and the Company will enter into a certain Recapture Agreement, dated as of August 1, 2013 or such date as may be determined by the Agency and counsel to the Agency (the “**Recapture Agreement**”), between the Agency and the Company; and

WHEREAS, as security for a loan or loans (as such term is defined in the Lease Agreement), the Agency and the Company will execute and deliver to a lender or lenders not yet determined (the “**Lender**”), a mortgage or mortgages, and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Lender, to be dated a date to be determined, in connection with the financing, any refinancing or permanent financing of the costs of the acquisition, renovation and equipping of the Facility (collectively, the “**Loan Documents**”); and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the Agency’s involvement with the Facility is either an inducement to the Company to remain in the State and reasonably necessary to discourage the Company from removing such other plant or Facility to a location outside of the State, and/or is reasonably necessary to maintain the competitive position of the Company in its industry; 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 transfer of fee title or leasehold interest to the Land (as such term is defined in the Lease Agreement) and the Facility to the Agency and the lease of the Facility by the Agency to the Company and the further subleasing of the Facility by the Company to the Sublessees; and

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, construction and equipping of the Facility and the leasing of the Facility by the Agency to the Company and the provision of financial assistance to the Company, consistent with the policies of the Agency, pursuant to the Act, 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 acquisition, construction and equipping of the Facility by the Agency is reasonably necessary to induce the Company to maintain and expand their respective 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 lease the Facility to the Company; and
- (g) The Lease Agreement will be an effective instrument whereby the Agency leases the Facility to the Company; and
- (h) The PILOT Agreement will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their agreement regarding the Company’s payments in lieu of real property taxes; and
- (i) The Recapture Agreement will be an effective instrument whereby the Agency and the Company agree to provide for the obligations of the Company under the Transaction Documents (as defined in the Lease Agreement) and describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company; and

(j) The Environmental Compliance and Indemnification Agreement, dated as of August 1, 2013, or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency (the “**Environmental Compliance and Indemnification Agreement**”), by and between the Agency and the Company, will be an effective instrument whereby the Company covenants that the acquisition, construction, equipping and operation of the Facility will be in compliance with all laws and regulations, and the Company will indemnify and hold the Agency harmless from any violation of the environmental laws and regulations with respect to the Facility; and

(k) 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 and assign to the Lender their respective rights under the Lease Agreement (except for Unassigned Rights as defined in such Lease Agreement.

Section 2. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, construction and equipping of the Facility in the form of exemptions from mortgage recording taxes in an amount not to exceed \$[____], in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility, exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials, services or other personal property in an amount not to exceed \$[____] (as set forth in the Form of Sales Tax Letter set forth as Exhibit A hereof) and abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit B hereof), consistent with the policies of the Agency.

Section 3. 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 this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement.

Section 4. The Company is hereby appointed the true and lawful agent of the Agency to acquire, construct, and equip the Facility on behalf of the Agency, with the authority to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, suppliers, vendors and other such parties as the Company may choose. The terms and conditions for the appointment of the Company as agent of the Agency for the purposes described in this Section 1 are set forth in the form of the attached letter addressed to the Company, marked as Exhibit A to this resolution, which is incorporated herein by reference. The appointment described above includes the following activities as they relate to the acquisition, construction and equipping of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with the acquisition, construction 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 the Facility. This agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as would the Agency if acting on its own behalf. This agency appointment expressly excludes the Company from purchasing 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 aforesaid appointment of the Company as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (A) the completion of such acquisition, construction and equipping of the Facility, or (B) such date as the Agency designates; provided however, such appointment may be extended at the discretion of the Executive Director or the Chairman of the Agency for up to six (6) additional months, in each case or by the Agency Board for any period beyond such six (6) months, upon the written request of the Company if such activities and improvements are not completed by such time.

Section 5. In consequence of the foregoing, the Agency hereby determines to: (i) acquire, construct and equip the Facility and lease the Facility to the Company pursuant to the Lease Agreement; (ii) execute, deliver and perform the Lease Agreement; (iii) execute, deliver and perform the PILOT Agreement; (iv) execute, deliver and perform the Recapture Agreement; (v) execute and deliver the Environmental Compliance and Indemnification Agreement; (vi) grant a mortgage on and security interest in and to the Facility pursuant to the Loan Documents; and (vii) execute, deliver and perform any Loan Documents to which the Agency is a party, in connection with the financing of the costs of acquiring, constructing and equipping the Facility and any future Loan Documents in connection with any future refinancing or permanent financing of such costs of acquiring the Facility, without the need for any further or future approvals of the Agency.

Section 6. 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 7. The form and substance of the Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement, and the Loan Documents (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 8.

(a) The Chairman, Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement and the Loan Documents, 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, Executive Director 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 Lease Agreement).

Section 9. 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 10. This resolution shall take effect immediately.

EXHIBIT A

[Form of Sales Tax Letter - to be copied on Agency
letterhead and used by the Company for applicable sales tax exemptions – Issued at Closing]

_____, 2013

Gerald Wolkoff
Edgewood Land L.P.
1 Executive Drive
Edgewood, New York 11717

RE: Town of Islip Industrial Development Agency
(Edgewood Land L.P. 2013 Facility)

Dear Mr. Wolkoff:

Pursuant to resolutions duly adopted on April 23, 2013 and on [August 6, 2013], the Town of Islip Industrial Development Agency (the “**Agency**”) appointed Edgewood Land L.P., a New York limited partnership, on behalf of itself and/or the principals of Edgewood Land L.P. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), the true and lawful agent of the Agency in connection with the Agency’s assistance in the acquisition of an approximately 9.3 acre parcel of land located at 110 Wilshire Boulevard in the Heartland Industrial Park in Edgewood/Brentwood, Town of Islip, Suffolk County, New York (the “**Land**”), and the construction and equipping of an approximately 150,000 square foot warehouse/light manufacturing building with approximately 26.0 foot high ceilings under steel located thereon (collectively, the “**Improvements**”; and, together with the Land, the “**Facility**”), to be leased by the Agency to the Company for further sublease by the Company to future tenants not yet determined (collectively, the “**Sublessees**”), for use as office space and light manufacturing.

It is the intent of the Agency that this agency appointment include, from the effective date of such appointment, authority to purchase, lease and otherwise use on behalf of the Agency all materials, equipment, goods, services and supplies to be incorporated into and made an integral part of the Facility and also include the following activities as they relate to the acquisition, construction and equipping of any buildings or improvements, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings or improvements: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, constructing and equipping the Facility, (ii) all purchases, leases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquiring, constructing and equipping the Facility including all utility services, 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 the Facility.

This agency appointment includes the power to delegate such agency appointment, in whole or in part, to agents, subagents, contractors, subcontractors, materialmen, suppliers and vendors of the Company and to such other parties as the Company may choose so long as they are engaged, directly or indirectly, in the activities hereinbefore described.

This agency appointment expressly excludes the purchase by the Company of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets.

In exercising this agency appointment, the Company and its respective agents, subagents, contractors and subcontractors should give the supplier or vendor a copy of this letter to show that the Company and its respective agents, subagents, contractors and subcontractors are each acting as agent for the Agency. The supplier or vendor should identify the Facility as the "Town of Islip Industrial Development Agency/Edgewood Land L.P. Facility" on each bill or invoice and indicate thereon that the Company and its respective agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchase.

You and each of your agents, subagents, contractors and/or subcontractors claiming a sales tax exemption in connection with the Facility must execute a copy of the Contract in Lieu of Exemption Certificate attached hereto, and must complete a New York State Department of Taxation and Finance Form ST-60. Original copies of each Contract in Lieu of Exemption Certificate and completed Form ST-60 must be delivered to the Agency within five (5) days of the appointment of each of your agents, subagents, contractors or subcontractors. Any agent, subagent, contractor or subcontractor of the Company which delivers a completed Form ST-60 to the Agency will be deemed to be the agent, subagent, contractor or subcontractor of the Agency for purposes of acquiring, constructing and equipping the Facility. Failure to comply with these requirements may result in loss of sales tax exemptions for the Facility.

The aforesaid appointment of the Company as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) [_____, 20__], or (c) the date on which the Company purchases or leases \$[_____] of equipment; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

Gerald Wolkoff
Edgewood Land L.P.
_____, 2013
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You should be aware that the New York State General Municipal Law requires you to file an Annual Statement with the New York State Department of Taxation and Finance regarding the value of sales tax exemptions you, your agents, consultants or subcontractors have claimed pursuant to the authority we have conferred on you with respect to this project. The penalty for failure to file such statement is the removal of your authority to act as an agent.

If, for some reason, this transaction never closes, you will be liable for payment of the sales tax, if applicable and you are not otherwise exempt.

Please sign and return a copy of this letter for our files.

Very truly yours,

**TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: William G. Mannix
Title: Executivve Director

ACCEPTED & AGREED:

EDGEWOOD LAND L.P.

By: Edgewood Land Corp.
Its General Partner

By: _____
Name: Gerald Wolkoff
Title: President

TO: All Contractors, Subcontractors,
Suppliers and Vendors, etc. of
Edgewood Land L.P.

Attached please find a "Contract in Lieu of Exemption Certificate" (the "**Contract**") which will serve as documentation for not charging EDGEWOOD LAND L.P. (the "**Company**"), for sales or use tax in connection with any purchase, lease, rental and other use of materials, equipment, goods, services or supplies at the facility owned by the TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY (the "**Agency**"), and described in Addendum A to the aforesaid Contract (the "**Facility**").

Also attached is a letter signed by the Agency appointing the Company as its agent for the purpose of acquiring, constructing and equipping the Facility. This letter authorizes the Company to delegate its authority as agent of the Agency to its respective agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may authorize.

In accordance with the authority granted to the Company by the Agency, you are hereby appointed as agent of the Agency for the purpose of making purchases or leases of materials, equipment, goods, services and supplies to the Facility. **Your appointment as agent of the Agency is contingent upon your executing the attached Form ST-60 and returning it to the Company and the Form ST-60 then being filed by the Agency with the New York State Department of Taxation and Finance.**

Very truly yours,

EDGEWOOD LAND L.P.

By: Edgewood Land Corp.
Its General Partner

By: _____
Name: Gerald Wolkoff
Title: President

cc: Town of Islip Industrial Development Agency

CONTRACT IN LIEU OF EXEMPTION CERTIFICATE

This Contract is entered into by and between EDGEWOOD LAND L.P. (the “**Company**”), as agent for and on behalf of the TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation and a governmental agency of the State of New York, hereinafter called the “**Agency**” or the “**Owner**” of the facility described in Addendum A hereto (the “**Facility**”), and the contractor or the subcontractor more particularly described on page 2 hereof (hereinafter, the “**Contractor**”).

Pursuant to the authority granted to the Company, as agent of the Agency, the Contractor is hereby appointed agent of said Agency for purposes of completing, executing or otherwise carrying out the obligations imposed under this Contract.

The Contractor acknowledges that the Agency holds title to or has a leasehold interest in the Facility and that said Agency is a public benefit corporation and governmental entity of the State of New York. By reason of such status, the Owner and its agents acting on its behalf are exempt from payment of all New York State and local sales and use taxes on the purchase or lease of all materials, equipment, goods, services and supplies incorporated into and made an integral component part of any structure, building or real property which becomes the property of the Owner, and all equipment, machinery and other tangible personal property (including installation costs with respect thereto) which becomes the property of the Owner. In addition, the Owner and its agents acting on its behalf are exempt from all sales and use taxes arising out of or connected with the following, as they relate to performance under this Contract: (i) purchases, leases, rentals and other uses of tools, machinery and equipment; and (ii) purchases, leases, rentals, uses or consumption of supplies, goods, materials and services of every kind and description; provided however, that exemption from sales and use taxes with respect to clauses (i) and (ii) above shall apply only if the Contractor is then acting as agent for the Owner under the terms of this Contract.

This agency appointment expressly excludes the purchase by the Company of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets.

Pursuant to these exemptions from sales and use taxes, the Contractor shall not include such taxes in its contract price, bid or reimbursable costs, as the case may be. If the Contractor does not comply with the requirements for sales and use tax exemptions, as described above, then it shall be responsible for and pay any and all applicable New York State sales and use taxes, and no portion thereof shall be charged or billed to the Owner or the Company directly or indirectly, the intent of this Contract being that neither the Owner nor the Company shall be liable for any of the sales or use taxes described above. This Contract may be accepted by the Contractor in lieu of an exemption certificate, and the Contractor shall retain a copy hereof to substantiate the sales and use tax exemption.

The aforesaid appointment of the Company as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) [_____, 20___], or (c) the date on which the Company

purchases or leases \$[] of equipment; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

The Owner shall have the right to assign this Contract to the Company by written notice to the Contractor and without written consent of the Contractor, in which case the Owner shall be relieved of all obligations hereunder. In the event of such assignment, all applicable sales and use taxes shall be added to the purchase price and paid to the Contractor pursuant to a change order. All of the above provisions with respect to exemptions for New York State and local sales and use taxes shall apply to all subcontractors and other parties in privity of contract with the Company, the Owner or the Contractor pursuant to the terms of this Contract.

OWNER:

EDGEWOOD LAND L.P.

By: Edgewood Land Corp.
Its General Partner
as Agent for and on behalf of
the Town of Islip Industrial Development
Agency

Insert name of Contractor or
Subcontractor

By: _____
Name: _____
Title: _____

DATE: _____

Address of Contractor or
Subcontractor

By: _____
Name: Gerald Wolkoff
Title: President

DATE: _____

cc: Town of Islip Industrial Development Agency

ADDENDUM A

DESCRIPTION OF THE FACILITY

The "Facility" consists of the acquisition of an approximately 9.3 acre parcel of land located at 110 Wilshire Boulevard in the Heartland Industrial Park in Edgewood/Brentwood, Town of Islip, Suffolk County, New York, and the construction and equipping of an approximately 150,000 square foot warehouse/light manufacturing building with approximately 26.0 foot high ceilings under steel located thereon, for use as office space and light manufacturing.

Exhibit B

Form of Proposed PILOT Benefits

Formula for In-Lieu-of-Taxes Payment: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Brentwood Union Free School District, Suffolk County and Appropriate Special Districts