



MEETING OF THE TOWN OF ISLIP

INDUSTRIAL DEVELOPMENT AGENCY (SPECIAL MEETING)

October 12, 2017

Agenda

1. The Meeting of the Town of Islip Industrial Development Agency was **called 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 September 19, 2017.
3. To consider the authorization of an Assignment and Assumption of the Agency's 878 Realty Co., LLC/Allstate Insurance Company 2013 Facility to Signature Acquisitions LLC.
4. To consider the authorization of an Assignment and Assumption of the Agency's Hauppauge Office Park Associates, LLC 2014 Facility to Signature Acquisitions LLC.
5. To consider any other business to come before the Agency.



MEETING OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

September 19, 2017

Meeting Minutes

1. The Meeting of the Town of Islip Industrial Development Agency was **called to order** on a motion by Councilwoman Trish Bergin Weichbrodt and seconded by Councilwoman Mary Kate Mullen.

Members Angie M. Carpenter, Councilwoman Mary Kate Mullen, Councilman John Cochrane, Councilman Steve Flotteron and Councilwoman Trish Bergin Weichbrodt were present and the Chairwoman acknowledged a quorum.

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 22, 2107. On a motion by Councilman John Cochrane and seconded by Councilwoman Trish Bergin Weichbrodt, said motion was approved unanimously.

3. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **Galil Imports Corporation**. Located at 45 Gilpin Avenue, Hauppauge. On a motion by Councilman Steve Flotteron and seconded by Councilwoman Trish Bergin Weichbrodt, said motion was approved unanimously.

4. To consider the adoption of an Authorizing Resolution between the Town of Islip Development Agency and **Jack Pedowitz Enterprises, Inc.** On a motion by Councilman John Cochrane and seconded by Councilman Steve Flotteron, said motion was approved unanimously.

5. To consider the adoption of an Authorizing Resolution between the Town of Islip Development Agency and **Emergency Ambulance Services, Inc.** On a motion by Councilwoman Mary Kate Mullen and seconded by Councilwoman Trish Bergin Weichbrodt, said motion was approved unanimously.

6. To consider the adoption of an Authorizing Resolution between the Town of Islip Development Agency and **Brothers Duo 3, LLC.** On a motion by Councilman Steve Flotteron and seconded by Councilman John Cochrane, said motion was approved unanimously.

7. To consider the adoption of an Authorizing Resolution between the Town of Islip Development Agency and **Gull Haven Commons, LLC.** On a motion by Councilman Steve Flotteron and seconded by Councilwoman Mary Kate Mullen, said motion was approved unanimously.

8. To consider the adoption of an Authorizing Resolution between the Town of Islip Development Agency and **Nationwide Court Services, Inc.** On a motion by Councilman John Cochrane and seconded by Councilman Steve Flotteron, said motion was approved unanimously.

9. To consider the adoption of an Authorizing Resolution between the Town of Islip Development Agency and **CVD Equipment corporation.** On a motion by Councilwoman Mary Kate Mullen and seconded by Councilman Steve Flotteron, said motion was approved unanimously.

10. To consider the adoption of a Resolution Authorizing a modification and extension between the Town of Islip Development Agency and **Courthouse Corporate Center, LLC.** On a motion by Councilman Steve Flotteron and seconded by Councilwoman Mary Kate Mullen, said motion was approved unanimously.

11. To consider **any other business** to come before the Agency. Meeting adjourned by Councilman John Cochrane and seconded by Councilman Steve Flotteron.

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR OCTOBER 12, 2017

AGENDA ITEM # 3

TYPE OF RESOLUTION: ASSIGNMENT AND ASSUMPTION

COMPANY: 878 REALTY CO., LLC/ALLSTATE INSURANCE
COMPANY 2013 FACILITY

PROJECT LOCATION: 878 VETERAN'S MEMORIAL
HIGHWAY, HAUPPAUGE

Date: October 12, 2017

At a meeting of the Town of Islip Industrial Development Agency (the “**Agency**”) held on the 12th day of October, 2017, at Islip Town Hall, 655 Main Street, Islip, New York 11751, 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 the authorization of the assignment and assumption of the Agency’s 878 Realty Co., LLC/Allstate Insurance Company 2013 Facility, the execution and delivery of documents with respect thereto and the sale of the facility to Signature Acquisitions LLC.

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

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY APPROVING THE
ASSIGNMENT AND ASSUMPTION OF A CERTAIN
INDUSTRIAL DEVELOPMENT FACILITY TO
SIGNATURE ACQUISITIONS LLC, A NEW YORK
LIMITED LIABILITY COMPANY 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, the Agency previously provided its assistance to 878 Realty Co., LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the “**Company**”), in (i) the acquisition of a leasehold interest in an approximately one-half acre parcel of land located at 878 Veterans Memorial Highway, Hauppauge, Town of Islip, Suffolk County, New York (the “**Land**”) and the construction and equipping of an approximately 87,945 square foot facility located thereon (the “**Improvements**”) and the acquisition and installation of certain equipment not part of the Equipment (as such term is defined below) (the “**Facility Equipment**”; and, together with the Land and Improvements, the “**Company Facility**”), which Company Facility is to be subleased by the Agency to the Company and further subleased by the Company to Allstate Insurance Company, an Illinois business company (the “**Sublessee**”); and (ii) the acquisition and installation of certain equipment and personal property (the “**Equipment**”; and together with the Company Facility, the “**Facility**”), including, but not limited to, general office and computer equipment, which Equipment is to be leased by the Agency to the Sublessee and which Facility is to be used by the Sublessee for its primary use as a major insurance company; and

WHEREAS, the Land was leased by Hauppauge Office Park Associates, LLC, a New York limited liability company (the “**Ground Lessor**”) to the Company pursuant to a certain Ground Lease, dated as of July 1, 2013 (the “**Ground Lease**”) for further sublease by the Company to the Agency pursuant to the terms of the Company Lease Agreement, dated as of September 1, 2013 (the “**Company Lease Agreement**”); and

WHEREAS, the Agency currently subleases the Company Facility to the Company pursuant to a certain Lease Agreement, dated as of February 1, 2014, (the “**Lease Agreement**”), by and between the Agency, as sublessor, and the Company, as sublessee; and

WHEREAS, in order to define the Company’s and the Sublessee’s obligations regarding payments-in-lieu of taxes, the Agency, the Company and the Sublessee previously entered into a Payment in Lieu of Tax Agreement, dated as of February 1, 2014 (the “**PILOT Agreement**”), by and among the Agency, the Company and the Sublessee, whereby the

Company and the Sublessee agreed to make certain payments-in-lieu-of-taxes to the Taxing Authorities (as defined therein); and

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

WHEREAS, as a condition to an inducement for the Agency to enter into and perform the transactions contemplated by the Lease Agreement, the Agency required the Company and the Sublessee to enter into an Environmental Compliance and Indemnification Agreement, dated as of February 1, 2014 (the “**Environmental Compliance and Indemnification Agreement**”), by and among the Company, the Sublessee and the Agency; and

WHEREAS, Signature Acquisitions LLC, a limited liability company organized and existing under the laws of the State of New York or another entity formed or to be formed by Signature Acquisitions LLC or the principals thereof (collectively, the “**Assignee**”), has now requested the Agency’s consent to the assignment by the Company of all of its rights, title, interest and obligations under the Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement and certain other agreements in connection with the Facility to, and the assumption by, the Assignee of all of such rights, title, interest and obligations of the Company, and the release of the Company from any further liability with respect to the Facility subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of October 1, 2017 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment, Assumption and Amendment Agreement**”), by and among the Agency, the Company, the Sublessee and the Assignee; and

WHEREAS, the Agency and the Assignee 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 (together with the Assignment, Assumption and Amendment Agreement, collectively, the “**Assignment Documents**”); and

WHEREAS, pursuant to Section 9.3 of the 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 Company and the assumption by the Assignee of the Company’s interests in the Facility and the Agency will thereafter lease the Facility to the Assignee; and

WHEREAS, the Company, the Sublessee and the Assignee 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 sublease of the Facility.

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

Section 1. The Agency hereby finds and determines:

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

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

(c) The leasing of the Facility to the Assignee 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 leasing of the Facility 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 counsel to the Assignee, 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) It is desirable and in the public interest for the Agency to lease the Facility to the Assignee; and

(g) It is desirable and in the public interest for the Agency to consent to the assignment and assumption of the interest in the Facility from the Company to the Assignee; and

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

(i) It is desirable and in the public interest for the Agency to lease the Facility to the Assignee.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment and assumption of the Facility from the Company to and by the Assignee pursuant to the Assignment, Assumption and Amendment Agreement, (ii) execute, deliver and perform the Assignment, Assumption and Amendment Agreement, and (iii) execute and deliver the other Assignment Documents.

Section 3. The Agency is hereby authorized to consent to the assignment and assumption of the Facility by the Assignee and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such assignment and assumption are hereby approved, ratified and confirmed.

Section 4. The Assignee hereby agrees to comply with Section 875 of the Act. The Assignee further agrees that the financial benefits provided pursuant to the Act are subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement, as assigned.

Section 5. The form and substance of the Assignment, Assumption and Amendment Agreement and the other Assignment 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 6.

(a) The Chairman, Vice Chairman, Executive Director, Deputy 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 and the other Assignment Documents in the form the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “**Agency Documents**”). The execution thereof by Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, Deputy 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 7. 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 8. 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 12th day of October, 2017, 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 12th day of
October, 2017.

By _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR OCTOBER 12, 2017

AGENDA ITEM # 4

TYPE OF RESOLUTION: ASSIGNMENT AND ASSUMPTION

COMPANY: HAUPPAUGE OFFICE PARK ASSOCIATES, LLC
2014 FACILITY

PROJECT LOCATION: 888 & 898 VETERANS MEMORIAL
HIGHWAY, HAUPPAUGE

Date: October 12, 2017

At a meeting of the Town of Islip Industrial Development Agency (the “**Agency**”) held on the 12th day of October, 2017, at Islip Town Hall, 655 Main Street, Islip, New York 11751, 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 the authorization of the assignment and assumption of the Agency’s Hauppauge Office Park Associates, LLC 2014 Facility, the execution and delivery of documents with respect thereto and the sale of the facility to Signature Acquisitions LLC.

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

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY APPROVING THE
ASSIGNMENT AND ASSUMPTION OF A CERTAIN
INDUSTRIAL DEVELOPMENT FACILITY TO
SIGNATURE ACQUISITIONS LLC, A NEW YORK
LIMITED LIABILITY COMPANY 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, the Agency previously provided its assistance to Hauppauge Office Park Associates, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having a mailing address at 1520 Northern Boulevard, Manhasset, New York 11030 (the “**Company**”) in the acquisition of approximately 25 acres of land located at 888 and 898 Veterans Highway, Hauppauge, Town of Islip, Suffolk County, New York (the “**Land**”), and the renovation and equipping of two buildings totaling approximately 220,000 square feet of space located thereon to make tenant fit-out improvements to provide incentives towards full occupancy by various lessees (collectively, the “**Improvements**”; and, together with the Land, the “**Facility**”), all to be leased by the Agency to the Company for further sublease by the Company to future tenants not yet determined (collectively, the “**Sublessees**”); and

WHEREAS, the Agency acquired a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of February 1, 2014 (the “**Company Lease**”), by and between the Company, as lessor, and the Agency, as lessee; and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of February 1, 2014, (the “**Lease Agreement**”), by and between the Agency, as lessor, and the Company, as lessee; and

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

WHEREAS, the Company previously entered into a Recapture Agreement, dated as of February 1, 2014 (the “**Recapture Agreement**”), from the Company to the Agency in

order to reflect the repayment of obligations of the Company upon the occurrence of a Recapture Event (as defined therein); and

WHEREAS, as a condition to an inducement for the Agency to enter into and perform the transactions contemplated by the Lease Agreement, the Agency required the Company to enter into an Environmental Compliance and Indemnification Agreement, dated as of February 1, 2014 (the “**Environmental Compliance and Indemnification Agreement**”), by and between the Company and the Agency; and

WHEREAS, Signature Acquisitions LLC, a limited liability company organized and existing under the laws of the State of New York or another entity formed or to be formed by Signature Acquisitions LLC or the principals thereof (collectively, the “**Assignee**”), has now requested the Agency’s consent to the assignment by the Company of all of its rights, title, interest and obligations under the Lease Agreement, the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement and certain other agreements in connection with the Facility to, and the assumption by, the Assignee of all of such rights, title, interest and obligations of the Company, and the release of the Company from any further liability with respect to the Facility subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of October 1, 2017 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment, Assumption and Amendment Agreement**”), by and among the Agency, the Company and the Assignee; and

WHEREAS, the Agency and the Assignee 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 (together with the Assignment, Assumption and Amendment Agreement, collectively, the “**Assignment Documents**”); and

WHEREAS, pursuant to Section 9.3 of the 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 Company and the assumption by the Assignee of the Company’s interests in the Facility and the Agency will thereafter lease the Facility to the Assignee; and

WHEREAS, the Company and the Assignee 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 sublease of the Facility.

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

Section 1. The Agency hereby finds and determines:

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

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

(c) The leasing of the Facility to the Assignee 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 leasing of the Facility 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 counsel to the Assignee, 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) It is desirable and in the public interest for the Agency to lease the Facility to the Assignee; and

(g) It is desirable and in the public interest for the Agency to consent to the assignment and assumption of the interest in the Facility from the Company to the Assignee; and

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

(i) It is desirable and in the public interest for the Agency to lease the Facility to the Assignee.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment and assumption of the Facility from the Company to and by the Assignee pursuant to the Assignment, Assumption and Amendment Agreement, (ii) execute, deliver and perform the Assignment, Assumption and Amendment Agreement, and (iii) execute and deliver the other Assignment Documents.

Section 3. The Agency is hereby authorized to consent to the assignment and assumption of the Facility by the Assignee and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such assignment and assumption are hereby approved, ratified and confirmed.

Section 4. The Assignee hereby agrees to comply with Section 875 of the Act. The Assignee further agrees that the financial benefits provided pursuant to the Act are subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement, as assigned.

Section 5. The form and substance of the Assignment, Assumption and Amendment Agreement and the other Assignment 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 6.

(a) The Chairman, Vice Chairman, Executive Director, Deputy 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 and the other Assignment Documents in the form the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, Deputy 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 7. 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 8. 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 12th day of October, 2017, 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 12th day of
October, 2017.

By _____
Assistant Secretary