

Date: July 12, 2022

At a meeting of the Town of Islip Industrial Development Agency (the “Agency”), held at 40 Nassau Avenue, Islip, New York 11751 on the 12th day of July, 2022 the following members of the Agency were:

Present: Chairwoman Angie M. Carpenter
Councilman John C. Cochrane Jr.
Councilwoman Mary Kate Mullen
Councilman James P. O’Connor
Councilman Jorge Guadron

Excused Absence:

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 acquisition of a leasehold and subleasehold interest in a certain industrial development facility more particularly described below (RG 158 Candlewood LLC/Central National-Gottesman Inc./Duro Dyne National Corp. 2022 Facility) and the leasing of the facility to RG 158 Candlewood LLC for subleasing by RG 158 Candlewood LLC to Central National-Gottesman Inc. and Duro Dyne National Corp.

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

Voting Aye

Voting Nay

Abstain

Chairwoman Angie M. Carpenter
Councilman John C. Cochrane Jr.
Councilwoman Mary Kate Mullen
Councilman James P. O’Connor
Councilman Jorge Guadron

and, therefore, the resolution was declared duly adopted.

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF RG 158 CANDLEWOOD LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF RG 158 CANDLEWOOD LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND CENTRAL NATIONAL-GOTTESMAN INC., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF CENTRAL NATIONAL-GOTTESMAN INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND DURO DYNE NATIONAL CORP., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF DURO DYNE NATIONAL CORP. 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 previously provided its assistance to Paradise Lane Realty LLC, a New York limited liability company (the “**Paradise Lane**”), in the acquisition of an approximately 13.15 acre parcel of land located at 158 Candlewood Road, Bay Shore, New York 11706 (the “**Land**”), the construction and equipping of an approximately 197,248 square foot building to be located thereon, together with driveways, parking lots, landscaping and including, but not limited to, the purchase of racks for storage and related equipment such as high-lows, side-loaders, swing trucks, pickers and power tractors (the “**Original Improvements**” and “**Original Equipment**”; and together with the Land, the “**Original Facility**”), all leased by the Agency to Paradise Lane for subsequent sublease by Paradise Lane to, and used by Rubie’s Costume Company, Inc., a New York business corporation (the “**Rubie’s**”), as a warehouse and distribution center for costumes; and

WHEREAS, the Agency previously acquired title to the Original Facility with a Bargain and Sale Deed from Paradise Lane, dated December 19, 2012 (the “**Deed**”); and

WHEREAS, the Agency leased the Original Facility to Paradise Lane pursuant to a certain Lease Agreement, dated as of December 1, 2012 (the “**Original Lease Agreement**”), by and between the Agency and Paradise Lane, a memorandum of which was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency, Paradise Lane and Rubie’s previously entered into a certain Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2012 (the “**PILOT Agreement**”), by and among the Agency, Paradise Lane and Rubie’s; and

WHEREAS, the Agency, Paradise Lane and Rubie’s previously entered into a certain Environmental Compliance and Indemnification Agreement, dated as of December 1, 2012 (the “**ECIA**”), by and among the Agency, Paradise Lane and Rubie’s; and

WHEREAS, the Agency and Rubie’s previously entered into a certain Agency Compliance Agreement, dated as of December 1, 2012 (the “**Rubie’s Agency Compliance Agreement**”), by and among the Agency and Rubie’s; and

WHEREAS, RG 158 Candlewood LLC, a limited liability company organized and existing under the laws of the State of Delaware or another entity formed or to be formed by RG 158 Candlewood LLC or the principals thereof (collectively, the “**Company**”), previously requested the Agency’s consent to the assignment by Paradise Lane of all of its rights, title, interest and obligations under the Original Lease Agreement, the PILOT Agreement, the ECIA and certain other agreements in connection with the Original Facility to, and the assumption by, the Company of all of such rights, title, interest and obligations of Paradise Lane, and the release of Paradise Lane from any further liability with respect to the Original Facility subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, dated as of December 17, 2021 (the “**Assignment, Assumption and Amendment Agreement**”), by and among the Agency, Paradise Lane and the Company; and

WHEREAS, the Agency reconveyed title to the Facility to Paradise Lane pursuant to a Quitclaim Deed, dated December 17, 2021 (the “**Assignment Deed**”), from the Agency to Paradise Lane; and

WHEREAS, Paradise Lane subsequently conveyed title to the Facility to the Company on December 17, 2021; and

WHEREAS, the Agency acquired a leasehold interest in the Land and the Improvements from the Company pursuant to a certain Company Lease Agreement, dated as of December 1, 2021 (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Original Lease Agreement was assigned by Paradise Lane and assumed by the Company, pursuant to a certain Assignment and Assumption of Lease

Agreement, dated as of December 17, 2021 (the “**Assignment of Lease Agreement**”), by and between Paradise Lane and the Company, and consented to by the Agency; and

WHEREAS, the Company, Central National-Gottesman 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 Central National-Gottesman Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, “**CNG**”) and Duro Dyne National Corp., a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Duro Dyne National Corp. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, “**Duro Dyne**”; and, together with CNG, the “**Sublessees**”) have applied to the Agency, for the Agency’s assistance in (a) [the acquisition of the Land], the renovation and equipping of an approximately 197,248 square foot building located on the Land (the “**Improvements**”), and the acquisition and installation of certain equipment and personal property not part of the Equipment (as such term is defined herein) (collectively, the “**Facility Equipment**” and; together with the Land and the Improvements, the “**Company Facility**”) and (b)(i) the acquisition and installation of certain equipment and personal property, including but not limited to, cutting machinery, racking equipment, office furniture and fixtures, IT infrastructure (collectively, the “**CNG Equipment**”), which CNG Equipment is to be leased by the Agency to CNG, and (ii) the acquisition and installation of certain equipment and personal property, including but not limited to, racking, IT infrastructure, material handling equipment, upgraded electrical and lighting and modular office equipment (collectively, the “**Duro Dyne Equipment**”, and, together with the CNG Equipment, the “**Equipment**”) (the Equipment and the Company Facility, the “**Facility**”), which Duro Dyne Equipment is to be leased by the Agency to Duro Dyne, and which Company Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company of (i) approximately 115,920 square feet of space to CNG and used by CNG in its business of distribution, warehousing, fulfillment and light manufacturing (the “**CNG Premises**”) and (ii) approximately 81,328 square feet of space to Duro Dyne and used by Duro Dyne in its business as a manufacturer of sheet metal components for the HVAC industry (“**Duro Dyne Premises**”; and together with the CNG Premises, collectively, the “**Project**”); and

WHEREAS, the Agency, by resolution duly adopted on June 14, 2022 (the “**Inducement Resolution**”), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and a fee interest in the Improvements pursuant to a certain Company Lease Agreement, dated as of July 1, 2022, or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency will 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 a certain Lease and Project Agreement, dated as of July 1, 2022 or such

other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency will acquire title to the CNG Equipment pursuant to a certain Equipment Bill of Sale (the “**CNG Equipment Bill of Sale**”), from CNG to the Agency; and

WHEREAS, the Agency will lease the CNG Equipment to CNG pursuant to a certain Equipment Lease Agreement, dated as of July 1, 2022 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the “**CNG Equipment Lease Agreement**”), by and between the Agency and CNG; and

WHEREAS, in connection with the subleasing of the CNG Premises to CNG, CNG and the Agency will enter into a certain Agency Compliance Agreement, dated as of July 1, 2022 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the “**CNG Agency Compliance Agreement**”), whereby CNG will provide certain assurances to the Agency with respect to the CNG Premises; and

WHEREAS, the Agency will acquire title to the Duro Dyne Equipment pursuant to a certain Equipment Bill of Sale (the “**Duro Dyne Equipment Bill of Sale**”; and, together with the CNG Equipment Bill of Sale, the “**Equipment Bills of Sale**”), from Duro Dyne to the Agency; and

WHEREAS, the Agency will lease the Duro Dyne Equipment to Duro Dyne pursuant to a certain Equipment Lease Agreement, dated as of July 1, 2022 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the “**Duro Dyne Equipment Lease Agreement**”; and, together with the CNG Equipment Lease Agreement, the “**Equipment Lease Agreements**”), by and between the Agency and Duro Dyne; and

WHEREAS, in connection with the subleasing of the Duro Dyne Premises to Duro Dyne, Duro Dyne and the Agency will enter into a certain Agency Compliance Agreement, dated as of July 1, 2022 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the “**Duro Dyne Agency Compliance Agreement**”; and, together with the CNG Agency Compliance Agreement, the “**Agency Compliance Agreements**”), whereby Duro Dyne will provide certain assurances to the Agency with respect to the Duro Dyne Premises; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessees, consistent with the policies of the Agency, in the form of: (i) exemptions from sales and use taxes in an amount not to exceed \$472,218.75, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), all consistent with the policies of the Agency; and

WHEREAS, CNG has represented to the Agency that the approval of the Facility will result in the closure of a plant located at 31 Windsor Place, Central Islip, New York 11772

and unless an exception applies the Agency would otherwise be prohibited from granting benefits pursuant to the provisions of Section 862 of the Act; and

WHEREAS, based upon the representations of CNG in the Application for Financial Assistance, dated May 24, 2022 (the “**Application**”), the closure of the plant is reasonably necessary for CNG to maintain its competitive position in its industry by enabling CNG to utilize a larger facility and to reduce its total costs of service to customers and is therefore not subject to the prohibitions contained in Section 862 of the Act; and

WHEREAS, in accordance with Section 859-a(5)(d) of the Act, the Agency has notified the chief executive officers of Central Islip and Suffolk County of the removal of CNG’s facility in Central Islip, New York and its relocation to Bay Shore, Town of Islip, Suffolk County, New York; and

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

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

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

Section 1. The Agency 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 Facility preserves the public purposes of the Act by preserving or increasing the number of permanent private sector jobs in the Town of Islip. The Company and the Sublessees have represented to the Agency that they intend to provide a total of sixty (60) full time employees within the second year after completion of the Facility; and

(d) The acquisition, renovation and equipping of the Facility, the leasing of the Company Facility to the Company for further subleasing to the Sublessees, and the leasing of the Equipment to the Sublessees, 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

(e) Based upon the representations of CNG, the transactions contemplated by the CNG Equipment Lease Agreement and related documents shall result in the removal of a plant from one area of the State to another area of the State, but the Project and the related financial assistance is reasonably necessary for CNG to maintain its competitive position in its industry by enabling CNG to utilize a larger facility and to reduce its total costs of service to customers and is therefore not subject to the prohibitions contained in Section 862 of the Act; and

(f) The acquisition, renovation and equipping of the Facility by the Agency is reasonably necessary to induce the Company and the Sublessees to maintain and expand their respective business operations in the Town of Islip; and

(g) Based upon representations of the Company, the Sublessees and respective counsel to the Company and the Sublessees, 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

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

(i) The Company Lease will be an effective instrument whereby the Agency leases the Land and the Improvements from the Company; and

(j) The Lease Agreement will be an effective instrument whereby the Agency subleases and leases the Company Facility to the Company, the Agency and the Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Company agrees 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

(k) The Equipment Lease Agreements will be an effective instrument whereby the Agency leases the respective Equipment to the Sublessees; and

(l) The Agency Compliance Agreements will be an effective instrument whereby the Sublessees will provide certain assurances to the Agency with respect to the Facility.

Section 2. The Agency has assessed all material information included in connection with the Company's and the Sublessees' 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 the Sublessees.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Company Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) lease the Equipment to the Sublessees pursuant to the Equipment

Lease Agreements, (vi) execute, deliver and perform the Equipment Lease Agreements, and (vii) execute and deliver the Agency Compliance Agreements.

Section 4. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and the personal property described in Exhibit A to each 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 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 in the form of (i) exemptions from sales and use taxes in an amount not to exceed \$472,218.75, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), all consistent with the policies of the Agency.

Section 6. Subject to the provisions of this resolution, the Company and the Sublessees are herewith and hereby appointed the agents of the Agency to acquire, renovate and equip the Facility. The Company and the Sublessees are hereby empowered to delegate their respective status as agents of the Agency to their respective agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company and the Sublessees may choose in order to acquire, renovate and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company and the Sublessees 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 Sublessees, 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 or the Sublessees 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 Sublessees 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 Sublessees, as agents of the Agency. The aforesaid appointment of the Company and the Sublessees as agents of the Agency to acquire, renovate and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company and the Sublessees have received exemptions from sales and use taxes in an amount not to exceed \$472,218.75, 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 Sublessees, if such activities and improvements are not completed by such time. The aforesaid appointment of the Company and the Sublessees is subject to the execution of the documents contemplated by this resolution.

Section 7. The Company and the Sublessees are hereby notified that they will be required to comply with Section 875 of the Act. The Company and the Sublessees shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement and the Agency Compliance Agreements. The Company and the Sublessees are further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Company and the Sublessees, as agents of the Agency pursuant to this Authorizing Resolution, are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement and the Agency Compliance Agreements.

Section 8. The form and substance of the Company Lease, the Lease Agreement, the Equipment Lease Agreements and the Agency Compliance Agreements (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved

Section 9.

(a) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease, the Lease Agreement, the Equipment Lease Agreements, the Agency Compliance Agreements, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as 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 and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “**Agency Documents**”). The execution thereof by the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 10. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 11. This resolution shall take effect immediately.

EXHIBIT A

Proposed PILOT Benefits

Formula for In-Lieu-of-Taxes Payment: The 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 School District, Suffolk County and Appropriate Special Districts.

Property Address: 158 Candlewood Road, Bay Shore, New York

Tax Map No.: 0500-181.00-02.00-043.003

School District: Brentwood School District

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, Brentwood School District, Suffolk County (including any existing incorporated village or any village which may be incorporated after the date thereof, within which the Facility is wholly or partially located) which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption.

10-year abatement starting at 50% of assessed value decreasing 5% annually

<u>Tax Year</u>	<u>Payment Formula</u>
1	100% Normal Tax Due on X and 50% Normal Tax Due on Y
2	100% Normal Tax Due on X and 55% Normal Tax Due on Y
3	100% Normal Tax Due on X and 60% Normal Tax Due on Y
4	100% Normal Tax Due on X and 65% Normal Tax Due on Y
5	100% Normal Tax Due on X and 70% Normal Tax Due on Y
6	100% Normal Tax Due on X and 75% Normal Tax Due on Y
7	100% Normal Tax Due on X and 80% Normal Tax Due on Y
8	100% Normal Tax Due on X and 85% Normal Tax Due on Y
9	100% Normal Tax Due on X and 90% Normal Tax Due on Y
10	100% Normal Tax Due on X and 95% Normal Tax Due on Y
11 and thereafter	100% Normal Tax Due on X and 100% Normal Tax Due on Y