

RESOLUTION GRANTING APPROVAL OF AND AUTHORIZING THE GRANT OF CERTAIN FINANCIAL ASSISTANCE BY THE TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY TO MAHAN STREET, LLC, WINTERS 87 MAHAN, LLC, WINTERS 180 PATTON, LLC, WINTERS 120 NANCY, LLC, WINTERS 99 NANCY, LLC, WINTERS 19 NANCY, LLC AND WINTERS BROS. WASTE SYSTEMS OF LONG ISLAND LLC IN CONNECTION WITH THE ACQUISITION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF CERTAIN SOLID WASTE DISPOSAL AND RECYCLING FACILITIES IN THE TOWN OF BABYLON

WHEREAS, the Town of Babylon Industrial Development Agency (the "Agency") is authorized under the laws of the State of New York, and in particular under the provisions of the New York State Industrial Development Agency Act and the Agency's enabling legislation, respectively constituting Article 18-A and Section 907-a of the General Municipal Law (Chapter 24 of the Consolidated Laws of New York), as amended (the "Act"), to assist in providing for manufacturing, warehousing, research, civic, commercial and industrial facilities in the Town of Babylon; and

WHEREAS, representatives of Mahan Street, LLC, ("Mahan"), a New York limited liability company, have supplied information to the Town of Babylon Industrial Development Agency (the "Agency") with respect to a project (the "Mahan Project") consisting of the acquisition, renovation and equipping of solid waste disposal and recycling facilities aggregating approximately 15,000 square feet located on those certain lots, pieces or parcels of land generally known as and located at 80, 86 and 92 Mahan Street in West Babylon, New York (collectively the "Mahan Facility") in the Town of Babylon, New York (the "Town") for use by Winters Bros. Waste Systems of Long Island LLC and its affiliates (collectively "Winters Bros.") in its solid waste disposal and recycling business; and

WHEREAS, representatives of Winters 87 Mahan, LLC, ("Winters 87"), a New York limited liability company, have supplied information to the Town of Babylon Industrial Development Agency (the "Agency") with respect to a project (the "Winters 87 Project") consisting of the renovation and equipping of an approximately 3,927 square foot solid waste disposal and recycling facility located on those certain lots, pieces or parcels of land generally known as and located at 87 Mahan Street in West Babylon, New York ("Winters 87 Facility") in the Town of Babylon, New York (the "Town") for use by Winters Bros. in its solid waste disposal and recycling business; and

WHEREAS, representatives of Winters 180 Patton, LLC, ("180 Patton"), a New York limited liability company, have supplied information to the Town of Babylon Industrial Development Agency (the "Agency") with respect to a project (the "180 Patton Project") consisting of the equipping of the solid waste disposal and recycling facilities located on those certain lots, pieces or parcels of land generally known as and located at 180 Patton Avenue in West Babylon, New York ("180 Patton Facility") in the Town of Babylon, New York (the "Town") for use by Winters Bros. in its solid waste disposal and recycling business; and

WHEREAS, representatives of Winters 120 Nancy, LLC, ("120 Nancy"), a New York limited liability company, have supplied information to the Town of Babylon Industrial

Development Agency (the "Agency") with respect to a project (the "120 Nancy Project") consisting of the renovation and equipping of an approximately 17,957 square foot solid waste disposal and recycling facility located on those certain lots, pieces or parcels of land generally known as and located at 120 Nancy Street in West Babylon, New York ("120 Nancy Facility") in the Town of Babylon, New York (the "Town") for use by Winters Bros. in its solid waste disposal and recycling business; and

WHEREAS, representatives of Winters 99 Nancy, LLC, ("99 Nancy"), a New York limited liability company, have supplied information to the Town of Babylon Industrial Development Agency (the "Agency") with respect to a project (the "99 Nancy Project") consisting of the renovation and equipping of an approximately 28,787 square foot solid waste disposal and recycling facility located on those certain lots, pieces or parcels of land generally known as and located at 99 Nancy Street in West Babylon, New York ("99 Nancy Facility") in the Town of Babylon, New York (the "Town") for use by Winters Bros. in its solid waste disposal and recycling business; and

WHEREAS, representatives of Winters 19 Nancy, LLC, ("19 Nancy"), a New York limited liability company, have supplied information to the Town of Babylon Industrial Development Agency (the "Agency") with respect to a project (the "19 Nancy Project") consisting of the renovation and equipping of an approximately 29,486 square foot solid waste disposal and recycling facility located on those certain lots, pieces or parcels of land generally known as and located at 19 Nancy Street in West Babylon, New York ("19 Nancy Facility") in the Town of Babylon, New York (the "Town") for use by Winters Bros. in its solid waste disposal and recycling business; and

WHEREAS, the Mahan Facility, the Winters 87 Facility, the 180 Patton Facility, the 120 Nancy Facility, the 99 Nancy Facility and the 19 Nancy Facility are each individually referred to herein as "a Facility" and collectively referred to herein as "the Facility"; and

WHEREAS, the Mahan Project, the Winters 87 Project, the 180 Patton Project, the 120 Nancy Project, the 99 Nancy Project and the 19 Nancy Project are each individually referred to herein as "a Project" and collectively referred to herein as "the Project"; and

WHEREAS, Mahan, Winters 87, 180 Patton, 120 Nancy, 99 Nancy and 19 Nancy are each affiliated entities and collectively referred to herein as the "Affiliated Entities"; and

WHEREAS, representatives of the Affiliated Entities have indicated that the Project will result in the retention and growth of a permanent full time jobs within the Town; and

WHEREAS, in order to induce the Affiliated Entities to proceed with the Facility within the Town it appears necessary for the Agency to assist the Affiliated Entities by taking leasehold title to each Facility so as to afford the Affiliated Entities certain relief from mortgage recording taxation (to the extent requested), relief from real property taxation and relief from sales and use taxation for a limited period; and

WHEREAS, it is contemplated that Mahan will lease the Mahan Facility to the Agency pursuant to a Company Lease Agreement (the "Mahan Company Lease") and the Agency will

assist Mahan and Winters Bros, to undertake the Mahan Project and will further sublease the Mahan Facility to Mahan pursuant to a Lease Agreement (the "Mahan Lease Agreement"), by and between Mahan and the Agency pursuant to which Mahan agrees, among other things, to make lease payments in such amounts as specified in the Mahan Lease Agreement; and

WHEREAS, it is intended that Mahan will sublease the Mahan Facility to Winters Bros. pursuant to a Sublease Agreement (the "Mahan Sublease Agreement"), by and between Mahan and Winters Bros. pursuant to which Winters Bros agrees, among other things, to make sublease payments in such amounts as specified in the Mahan Sublease Agreement which shall equal all amounts due to the Agency under the Mahan Lease Agreement; and

WHEREAS, it is contemplated that Winters 87 will lease the Winters 87 Facility to the Agency pursuant to a Company Lease Agreement (the "Winters 87 Company Lease") and the Agency will assist Winters 87 and Winters Bros, to undertake the Winters 87 Project and will further sublease the Winters 87 Facility to Winters 87 pursuant to a Lease Agreement (the "Winters 87 Lease Agreement"), by and between Winters 87 and the Agency pursuant to which Winters 87 agrees, among other things, to make lease payments in such amounts as specified in the Winters 87 Lease Agreement; and

WHEREAS, it is intended that Winters 87 will sublease the Winters 87 Facility to Winter Bros. pursuant to a Sublease Agreement (the "Winters 87 Sublease Agreement"), by and between Winters 87 and Winters Bros. pursuant to which Winters Bros agrees, among other things, to make sublease payments in such amounts as specified in the Winters 87 Sublease Agreement which shall equal all amounts due to the Agency under the Winters 87 Lease Agreement; and

WHEREAS, it is contemplated that 180 Patton will lease the 180 Patton Facility to the Agency pursuant to a Company Lease Agreement (the "180 Patton Company Lease") and the Agency will assist 180 Patton and Winters Bros, to undertake the 180 Patton Project and will further sublease the 180 Patton Facility to 180 Patton pursuant to a Lease Agreement (the "180 Patton Lease Agreement"), by and between 180 Patton and the Agency pursuant to which 180 Patton agrees, among other things, to make lease payments in such amounts as specified in the 180 Patton Lease Agreement; and

WHEREAS, it is intended that 180 Patton will sublease the 180 Patton Facility to Winters Bros. pursuant to a Sublease Agreement (the "180 Patton Sublease Agreement"), by and between 180 Patton and Winter Bros. pursuant to which Winters Bros agrees, among other things, to make sublease payments in such amounts as specified in the 180 Patton Sublease Agreement which shall equal all amounts due to the Agency under the 180 Patton Lease Agreement; and

WHEREAS, it is contemplated that 120 Nancy will lease the 120 Nancy Facility to the Agency pursuant to a Company Lease Agreement (the "120 Nancy Company Lease") and the Agency will assist 120 Nancy and Winters Bros, to undertake the 120 Nancy Project and will further sublease the 120 Nancy Facility to 120 Nancy pursuant to a Lease Agreement (the "120 Nancy Lease Agreement"), by and between 120 Nancy and the Agency pursuant to which 120

Nancy agrees, among other things, to make lease payments in such amounts as specified in the 120 Nancy Lease Agreement; and

WHEREAS, it is intended that 120 Nancy will sublease the 120 Nancy Facility to Winters Bros. pursuant to a Sublease Agreement (the "120 Nancy Sublease Agreement"), by and between 120 Nancy and Winters Bros. pursuant to which Winters Bros agrees, among other things, to make sublease payments in such amounts as specified in the 120 Nancy Sublease Agreement which shall equal all amounts due to the Agency under the 120 Nancy Lease Agreement; and

WHEREAS, it is contemplated that 99 Nancy will lease the 99 Nancy Facility to the Agency pursuant to a Company Lease Agreement (the "99 Nancy Company Lease") and the Agency will assist 99 Nancy and Winters Bros, to undertake the 99 Nancy Project and will further sublease the 99 Nancy Facility to 99 Nancy pursuant to a Lease Agreement (the "99 Nancy Lease Agreement"), by and between 99 Nancy and the Agency pursuant to which 99 Nancy agrees, among other things, to make lease payments in such amounts as specified in the 99 Nancy Lease Agreement; and

WHEREAS, it is intended that 99 Nancy will sublease the 99 Nancy Facility to Winters Bros. pursuant to a Sublease Agreement (the "99 Nancy Sublease Agreement"), by and between 99 Nancy and Winters Bros. pursuant to which Winters Bros agrees, among other things, to make sublease payments in such amounts as specified in the 99 Nancy Sublease Agreement which shall equal all amounts due to the Agency under the 99 Nancy Lease Agreement; and

WHEREAS, it is contemplated that 19 Nancy will lease the 19 Nancy Facility to the Agency pursuant to a Company Lease Agreement (the "19 Nancy Company Lease") and the Agency will assist 19 Nancy and Winters Bros, to undertake the 19 Nancy Project and will further sublease the 19 Nancy Facility to 19 Nancy pursuant to a Lease Agreement (the "19 Nancy Lease Agreement"), by and between 19 Nancy and the Agency pursuant to which 19 Nancy agrees, among other things, to make lease payments in such amounts as specified in the 19 Nancy Lease Agreement; and

WHEREAS, it is intended that 19 Nancy will sublease the 19 Nancy Facility to Winters Bros. pursuant to a Sublease Agreement (the "19 Nancy Sublease Agreement"), by and between 19 Nancy and Winters Bros. pursuant to which Winters Bros agrees, among other things, to make sublease payments in such amounts as specified in the 19 Nancy Sublease Agreement which shall equal all amounts due to the Agency under the 19 Nancy Lease Agreement; and

WHEREAS, each of the Mahan Company Lease, the Winters 87 Company Lease, the 180 Patton Company Lease, the 120 Nancy Company Lease, the 99 Nancy Company Lease and the 19 Nancy Company Lease are collectively referred to herein as the "Company Leases"; and

WHEREAS, each of the Mahan Lease Agreement, the Winters 87 Lease Agreement, the 180 Patton Lease Agreement, the 120 Nancy Lease Agreement, the 99 Nancy Lease Agreement and the 19 Nancy Lease Agreement are collectively referred to herein as the "Lease Agreements"; and

WHEREAS, each of the Mahan Sublease Agreement, the Winters 87 Sublease Agreement, the 180 Patton Sublease Agreement, the 120 Nancy Sublease Agreement, the 99 Nancy Sublease Agreement and the 19 Nancy Sublease Agreement are collectively referred to herein as the "Sublease Agreements"; and

WHEREAS, pursuant to the Lease Agreements the Affiliated Entities have agreed to make certain payments in lieu of real property taxes with respect to the Facility to the Agency

WHEREAS, it is desired that the Agency authorize the granting of certain financial assistance to the Affiliated Entities in connection with the Project including exemption from mortgage recording taxes (to the extent requested), real property taxes and sales and use taxes.

NOW, THEREFORE, BE IT DETERMINED, APPROVED AND RESOLVED by the members of the Agency as follows:

Section 1. (a) The Agency hereby finds and determines that (i) the Project constitutes a "Project" within the meaning of the Industrial Development Agency Act Article 18-A of the General Municipal Law of the State of New York (the "Act"); and (ii) the granting of mortgage recording tax abatements, real property tax abatements and sales and use tax abatements (collectively the "Financial Assistance") by the Agency with respect to the Facility pursuant to the Act, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the Town of Babylon, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act.

(b) It is desirable and in the public interest for the Agency to grant Financial Assistance to the Affiliated Entities with respect to the Project.

(c) The Agency shall grant Financial Assistance in the form of state and local sales and use tax abatements and in the event of the occurrence of a recapture event under the any of the Lease Agreements, the Agency will pursue recapture of Financial Assistance as provided in the Lease Agreements.

Section 2. To accomplish the purposes of the Act in order to the assist the Affiliated Entities to undertake the Project, (i) the Agency shall take leasehold title to each Facility pursuant to the respective Company Leases, (ii) the Agency will lease each respective Facility to each respective Affiliated Entity under the respective Lease Agreements and (iii) each Affiliated Entity under each of the respective Lease Agreements will sublet the respective Facility to Winter Bros. under the Sublease Agreements.

Section 3. Pursuant to the Lease Agreements each Affiliated Entity and pursuant to the Sublease Agreements, Winter Bros. shall make certain payments in lieu of real property taxes ("Pilots") which would be otherwise due and payable with respect to the Facility.

Section 4. In order to provide the Affiliated Entities with financial assistance with respect to exemption from New York State and local Sales and Use Taxes with respect to the Project the Agency may respectively issue to each Affiliated Entity its Sales Tax Agent

Authorization Letter (the "Sales Tax Letter") which shall be used pursuant to the terms contained therein and in the Lease Agreements.

Section 5. The form and substance of the Company Leases in substantially the form previously approved by the Agency of other "straight lease" transactions are hereby approved.

Section 6. The form and substance of the Lease Agreements in substantially the form previously approved by the Agency for other "straight lease" transactions are hereby approved.

Section 7. The form and substance of the Sublease Agreements in substantially the form previously executed for other "straight lease" transactions are hereby approved.

Section 8. Matthew McDonough, as Chief Executive Officer or any successor CEO or any other Authorized Representative, is hereby authorized, on behalf of the Agency, to execute and deliver final forms of the Company Leases, the Lease Agreements, the Sales Tax Agent Authorization Letters and any other agreements or certificates consistent herewith (hereinafter collectively called the "Agency Documents"), all in substantially the forms previously executed by the Agency for other "straight lease" transactions acceptable to Agency Counsel, with such changes, variations, omissions and insertions in the Agency Documents as the CEO or any other Authorized Representative of the Agency shall upon advice of counsel approve. The execution thereof by the CEO shall constitute conclusive evidence of such approval.

The CEO or any other Authorized Representatives are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives including the Chairman, the Secretary or Assistant Secretary of the Agency, to execute any Agency Documents or certificates of the Agency authorized pursuant to this Resolution and determine the terms of the Agency Documents.

The Secretary, Assistant Secretary or Counsel to the Agency is hereby authorized to attest to the CEO's or any other Authorized Representative's signature on the foregoing documents and to impress or affix the seal or facsimile seal of the Agency thereto.

Section 9. The CEO, the Chief Financial Officer ("CFO") of the Agency, the Chairman or the Secretary and any member of the Agency (as used in this resolution, the "Authorized Representatives") are hereby designated the authorized representatives of the Agency and each of them is hereby authorized and directed to cause the transactions as described in the Company Leases, the Lease Agreements, and the Sublease Agreements to be undertaken and in relation thereto, to execute and deliver any and all papers, instruments, agreements, opinions, certificates, affidavits and other documents, and to do and cause to be done any and all acts and things necessary or proper for carrying out this resolution, and the Agency Documents including such changes or revisions in the forms of such documents as may be requested by counsel to the Agency.

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, agreements 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. All covenants, stipulations, obligations and agreements of the Agency contained in this resolution, and the Agency Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the Agency to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Agency and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Agency or the members thereof by the provisions of this resolution, and the Agency Documents shall be exercised or performed by the Agency or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

Section 12. No covenant, stipulation, obligation or agreement contained in this resolution, or the Agency Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency or the Town of Babylon in his or their individual capacity and neither the members of the Agency nor any officer shall be liable personally on the Agency Documents or be subject to any personal liability or accountability by reason of the execution thereof.

Section 13. The law firm Winston & Strawn LLP is hereby appointed transaction counsel to the Agency for this transaction.

Section 14. Notwithstanding the foregoing, the Agency will not grant any Financial Assistance (as such term is defined in the Act) in excess of \$100,000 to any of the Affiliated Entities until the Agency has held a public hearing with respect to the Project in accordance with the provisions of the Act.

Section 15. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

The resolution was thereupon declared duly adopted.

Adopted: February 23, 2016


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

I, Chris Ferencsik, the duly elected, qualified Secretary of the Town of Babylon Industrial Development Agency (the "Agency"), hereby certify that:

1. The foregoing is a true, correct and complete copy of the record of proceedings of the Agency had and taken at a lawful meeting of the Agency held at the Law Office of John Braslow, 816 Deer Park Avenue, North Babylon, New York on February 23, 2016, commencing at the hour of 7:00 P.M., as recorded in the regular official book, of the proceedings of the Agency, those proceedings were duly had and taken as shown therein.

2. All members of the Agency and the public were duly notified of that meeting pursuant to law.

IN WITNESS WHEREOF, I have signed this certificate and affixed the seal of the Agency the 23rd day of February, 2016.


Secretary

(SEAL)