

Date: March 17, 2015

At a meeting of the County of Monroe Industrial Development Agency, Monroe County, New York (the "Agency"), held in the Conference Room of the Ebenezer Watts Building, 49 South Fitzhugh Street, Rochester, New York, on March 17, 2015, the following members of the Agency were:

PRESENT: Theresa B. Mazzullo, Chairman  
Ann L. Burr  
Eugene Caccamise  
Clint Campbell  
Jay Popli  
Mark Siwiec  
Mary Worboys-Turner

ABSENT:

ALSO PRESENT: Judy A. Seil, Executive Director  
Elaine Liberti  
Michael J. Townsend, Esq., Agency Counsel

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 a certain facility more particularly described as the construction of a medical office building at 1970 Empire Boulevard in the Town of Penfield, Monroe County, New York.

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

AYE

NAY

ABSENT

Theresa B. Mazzullo  
Ann L. Burr  
Eugene Caccamise  
Clint Campbell  
Jay Popli  
Mark Siwiec  
Mary Worboys-Turner

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY TAKING OFFICIAL ACTION APPOINTING  
**DIMARCO FAMILY EMPIRE LLC**  
AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING,  
CONSTRUCTING, EQUIPPING, REPAIRING AND MAINTAINING THE  
FACILITY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
AGENT AGREEMENT AND MAKING CERTAIN FINDINGS AND  
DETERMINATIONS WITH RESPECT TO THE FACILITY

WHEREAS, **DIMARCO FAMILY EMPIRE LLC**, a New York limited liability company, for itself or an entity formed or to be formed (the "Company"), has applied to the County of Monroe Industrial Development Agency (the "Agency") requesting the Agency to assist with a certain project (the "Project") consisting of: (A) the acquisition or retention of a leasehold or other interest in an approximately 4.10-acre parcel of land located at 1970 Empire Boulevard in the Town of Penfield, New York [Tax Map No. 093.020-0001-013] (the "Land"); (B) the construction on the Land of an approximately 9,200 square-foot medical office building (the "Improvements"); (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"); and (D) the lease of the Facility to the Company for sublease in part (85%) to Highland Hospital for its family medicine practices and in part (15%) to the University of Rochester to be used as a blood laboratory; all pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 55 of the Laws of 1972 of the State of New York, as amended from time to time (collectively, 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, a public hearing was held on March 9, 2015, so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency or the location or nature of the Facility could be heard and afforded an opportunity, both orally and in writing, to present said views; notice of said public hearing was published in a newspaper of general circulation in the County of Monroe and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said public hearing; and

WHEREAS, the Agency desires to determine whether the undertaking of the Project and the providing of the contemplated financial assistance with respect to the same will be in conformance with Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (said law and regulations hereinafter collectively referred to as "SEQR"); 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 a leasehold interest in the Land (as such term is defined in the Leaseback Agreement) and the Facility to the Agency and the lease or sublease of the Facility to the Company.

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. Based upon the Environmental Assessment Form completed by the Company and reviewed by the Agency and other representations and information furnished by the Company regarding the Facility, the Project involves a Type II action as said term is defined in SEQR, and therefore no further action is required under SEQR. This determination constitutes a negative declaration for purposes of SEQR.

Section 2. The Agency hereby determines that the acquisition of a leasehold interest in and the construction, equipping, repair and maintenance of the Facility by the Agency and the lease or sublease of the Facility to the Company will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County of Monroe and the people of the State of New York and improve their standard of living, thereby serving the public purposes of the Act and, therefore, the same is approved;

Section 3. The Agency hereby approves the cost/benefit report submitted by the Company listing the proposed cost/benefits of the Project;

Section 4. The form and substance of a proposed agent agreement (in substantially the form presented to this meeting) by and between the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the development of the Facility (the "Agent Agreement") is hereby approved. The Executive Director, Deputy Executive Director or any officer of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agent Agreement, with such changes in terms and conditions, as the Executive Director, Deputy Executive Director or any officer of the Agency shall approve. The execution thereof by the Executive Director, Deputy Executive Director or any officer of the Agency shall constitute conclusive evidence of such approval.

Section 5. Subject to the conditions set forth in the Agent Agreement, the Agency shall (i) acquire an interest in the Land, (ii) acquire a leasehold interest in, and construct and equip the Facility, and (iii) lease the Facility to the Company.

Section 6. The Company is hereby appointed the true and lawful agent of the Agency to acquire, construct and equip the Facility, and such appointment includes the following activities as they relate to the construction, erection, completion, use, repair and maintenance of the Improvements and the purchase, use, lease, placement, installation, repair, maintenance and replacement of the Equipment, whether or not any materials or supplies described below are incorporated into or become an integral part of the Improvements or the Equipment: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, constructing, equipping, repairing and maintaining the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with acquiring, constructing, equipping, repairing and maintaining 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 Improvements, Land or the Equipment, including all repairs, maintenance and replacement of all such property. Said agent is authorized to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent 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 the Agency could do if acting on its own behalf. As agent of the Agency, the Company is authorized to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and

subagents and to such other parties as the Company chooses. The Executive Director, Deputy Executive Director or any officer of the Agency are each authorized and directed to execute and deliver to said agent an appropriate letter on Agency letterhead describing the authority granted under this resolution.

Section 7. Based upon the representation and warranties made by the Company in its application for financial assistance, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$1,035,000**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$82,800**. The Agency agrees to consider any requests by the Company for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 8. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, must (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 9. Counsel to the Agency is authorized and directed to work with Counsel for the Company to prepare, for submission to the Agency, all documents necessary to effect the transactions described in the foregoing resolutions.

Section 10. The Executive Director, Deputy Executive Director or any officer of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 11. This resolution shall take effect immediately.

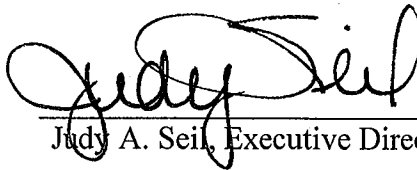
STATE OF NEW YORK )  
COUNTY OF MONROE ) ss.:

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on March 17, 2015, 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.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given in accordance with Article 7 of the New York Public Officers Law, that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 17<sup>th</sup> day of March, 2015.



Judy A. Seil, Executive Director

Date: March 17, 2015

At a meeting of the County of Monroe Industrial Development Agency, Monroe County, New York (the "Agency"), held in the Conference Room of the Ebenezer Watts Building, 49 South Fitzhugh Street, Rochester, New York, on March 17, 2015, the following members of the Agency were:

PRESENT: Theresa B. Mazzullo, Chairman  
Ann L. Burr  
Eugene Caccamise  
Clint Campbell  
Jay Popli  
Mark Siwiec  
Mary Worboys-Turner

ABSENT:

ALSO PRESENT: Judy A. Seil, Executive Director  
Elaine Liberti  
Michael J. Townsend, Esq., Agency Counsel

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 a certain facility more particularly described as the construction of a medical office building at 1970 Empire Boulevard in the Town of Penfield, Monroe County, New York.

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

AYE

NAY

ABSENT

Theresa B. Mazzullo  
Ann L. Burr  
Eugene Caccamise  
Clint Campbell  
Jay Popli  
Mark Siwiec  
Mary Worboys-Turner

RESOLUTION AUTHORIZING THE ACQUISITION OF A  
LEASEHOLD INTEREST IN AND THE LEASING OF THE  
DIMARCO FAMILY EMPIRE LLC FACILITY  
AND THE EXECUTION OF RELATED DOCUMENTS

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), 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, there was submitted to the Agency a proposal to assist with a certain project (the "Project") consisting of: (A) the acquisition or retention of a leasehold or other interest in an approximately 4.10-acre parcel of land located at 1970 Empire Boulevard in the Town of Penfield, New York [Tax Map No. 093.020-0001-013] (the "Land"); (B) the construction on the Land of an approximately 9,200 square-foot medical office building (the "Improvements"); (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"); and (D) the lease of the Facility to the **DiMarco Family Empire LLC** (the "Company") for sublease in part (85%) to Highland Hospital for its family medicine practices and in part (15%) to the University of Rochester to be used as a blood laboratory, all pursuant the Act; and

WHEREAS, the Agency, by resolution duly adopted on March 17, 2015, decided to proceed under the provisions of the Act to lease the Facility from the Company; and

WHEREAS, the Company proposes that the Agency lease the Facility back to the Company; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the transactions contemplated by the lease of the Facility.

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development 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 from and the leasing back of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the County of Monroe and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The Facility conforms with the local zoning laws and planning regulations of the County of Monroe and all regional and local land use plans for the area in which the Facility is located; and

(e) The Facility and the operations conducted thereon will not cause or result in the violation of the health, labor or other laws of the United States of America, the State of New York, or the County of Monroe; and

(f) It is desirable and in the public interest for the Agency to acquire an interest in the Facility; and

(g) The Lease Agreement (the "Lease Agreement"), by and between the Company and the Agency will be an effective instrument whereby the Company leases the Facility to the Agency; and

(h) The Leaseback Agreement (the "Leaseback Agreement"), by and between the Agency and the Company will be an effective instrument whereby the Agency leases the Facility back to the Company; and

(i) The Payment in Lieu of Tax Agreement (the "PILOT Agreement") between the Company and the Agency will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their agreement regarding the Company's payment of real property taxes.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the Facility, (ii) lease the Facility from the Company pursuant to the Lease Agreement; (iii) lease the Facility back to the Company pursuant to the Leaseback Agreement; and (iv) execute, deliver and perform the PILOT Agreement.

Section 3. The Agency is hereby authorized to acquire an interest in the Facility and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Agreement, the Leaseback Agreement and the PILOT Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

(a) The Executive Director, Deputy Executive Director or any officer of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement, the Leaseback Agreement and the PILOT Agreement, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Executive Director, Deputy Executive Director or any officer of the Agency shall approve. The execution thereof by the Executive Director, Deputy Executive Director or any officer of the Agency shall constitute conclusive evidence of such approval.



(b) The Executive Director, Deputy Executive Director or any officer 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 Leaseback Agreement).

Section 6. 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 Leaseback Agreement, 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 Leaseback Agreement binding upon the Agency.

Section 7. In consequence of the foregoing, the officers, employees and agents of the Agency are further authorized and directed for and in the name and on behalf of the Agency to execute and deliver any future mortgage, security agreement and such other collateral instruments as may be required by the Company's lender for the purpose of subjecting the Agency's interest in the Facility (except its Unassigned Rights, as defined in the Leaseback Agreement) to the lien of a mortgage and for no other purpose.

Section 8. This resolution shall take effect immediately.

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

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on March 17, 2015, 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 Lease Agreement and the Leaseback Agreement contained in this transcript of proceedings are each in substantially the form presented to the Agency and 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 Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 17<sup>th</sup> day of March, 2015.

  
Judy A. Seil, Executive Director

Date: March 17, 2015

At a meeting of the County of Monroe Industrial Development Agency, Monroe County, New York (the "Agency"), held in the Conference Room of the Ebenezer Watts Building, 49 South Fitzhugh Street, Rochester, New York, on March 17, 2015, the following members of the Agency were:

PRESENT: Theresa B. Mazzullo, Chairman  
Ann L. Burr  
Eugene Caccamise  
Clint Campbell  
Jay Popli  
Mark Siwiec  
Mary Worboys-Turner

ABSENT:

ALSO PRESENT: Judy A. Seil, Executive Director  
Elaine Liberti  
Michael J. Townsend, Esq., Agency Counsel

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 a certain facility more particularly described as the construction of a building at 186 Atlantic Avenue in the City of Rochester, Monroe County, New York for lease to Atlantic Avenue Capital Partners LLC.

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

AYE

NAY

ABSENT

Theresa B. Mazzullo  
Ann L. Burr  
Eugene Caccamise  
Clint Campbell  
Jay Popli  
Mark Siwiec  
Mary Worboys-Turner

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY TAKING OFFICIAL ACTION APPOINTING  
**ATLANTIC AVENUE CAPITAL PARTNERS LLC**  
AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING,  
CONSTRUCTING, EQUIPPING, REPAIRING AND MAINTAINING THE  
FACILITY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
AGENT AGREEMENT AND MAKING CERTAIN FINDINGS AND  
DETERMINATIONS WITH RESPECT TO THE FACILITY

WHEREAS, **ATLANTIC AVENUE CAPITAL PARTNERS LLC**, a New York limited liability company, for itself or an entity formed or to be formed (the "Company"), has applied to the County of Monroe Industrial Development Agency (the "Agency") requesting the Agency to assist with a certain project (the "Project") consisting of: (A) the acquisition by lease, license or otherwise, of an interest in an approximately 2-acre parcel of land located at 186 Atlantic Avenue in the City of Rochester, New York (the "Land"); (B) the construction thereon of an approximately 20,000 square-foot building and outdoor patio area (the "Improvements"), and (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"), to be subleased to Three Heads Brewing, Inc. for use as a brewery, all pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 55 of the Laws of 1972 of the State of New York, as amended from time to time (collectively, 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, a public hearing was held on March 17, 2015, so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency or the location or nature of the Facility could be heard and afforded an opportunity, both orally and in writing, to present said views; notice of said public hearing was published in a newspaper of general circulation in the County of Monroe and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said public hearing; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "SEQR Act" or "SEQR"), the Company has prepared and submitted to the Agency a Short Environmental Assessment Form and related documents (the "Questionnaire") with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the City of Rochester Planning Board ("Planning Board"), as an Involved Agency under SEQR, declared its intent to act as Lead Agency for purposes of review of the Facility under SEQR; 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 a leasehold interest in the Land (as such term is defined in the Leaseback Agreement) and the Facility to the Agency and the lease or sublease of the Facility to the Company.

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. Based upon the Environmental Assessment Form completed by the Company and reviewed by the Agency and other representations and information furnished by the Company regarding the Facility, the Lead Agency, following uncoordinated review, determined that, based upon its review of the EAF, the appropriate criteria for determination of significance, and such other and further information which the Lead Agency felt necessary to review, the Facility would not have a "significant effect" on the environment and, therefore an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQR which the Agency hereby ratifies and confirms.

Section 2. The Agency hereby determines that the acquisition of a leasehold interest in and the construction, equipping, repair and maintenance of the Facility by the Agency and the lease or sublease of the Facility to the Company will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County of Monroe and the people of the State of New York and improve their standard of living, thereby serving the public purposes of the Act and, therefore, the same is approved;

Section 3. The Agency hereby approves the cost/benefit report submitted by the Company listing the proposed cost/benefits of the Project;

Section 4. The form and substance of a proposed agent agreement (in substantially the form presented to this meeting) by and between the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the development of the Facility (the "Agent Agreement") is hereby approved. The Executive Director, Deputy Executive Director or any officer of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agent Agreement, with such changes in terms and conditions, as the Executive Director, Deputy Executive Director or any officer of the Agency shall approve. The execution thereof by the Executive Director, Deputy Executive Director or any officer of the Agency shall constitute conclusive evidence of such approval.

Section 5. Subject to the conditions set forth in the Agent Agreement, the Agency shall (i) acquire an interest in the Land, (ii) acquire a leasehold interest in, and construct and equip the Facility, and (iii) lease the Facility to the Company.

Section 6. The Company is hereby appointed the true and lawful agent of the Agency to acquire, construct and equip the Facility, and such appointment includes the following activities as they relate to the construction, erection, completion, use, repair and maintenance of the Improvements and the purchase, use, lease, placement, installation, repair, maintenance and replacement of the Equipment, whether or not any materials or supplies described below are incorporated into or become an integral part of the Improvements or the Equipment: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, constructing, equipping, repairing and maintaining the Facility, (ii) all purchases,

rentals, uses or consumption of supplies, materials and services of every kind and description in connection with acquiring, constructing, equipping, repairing and maintaining 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 Improvements, Land or the Equipment, including all repairs, maintenance and replacement of all such property. Said agent is authorized to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent 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 the Agency could do if acting on its own behalf. As agent of the Agency, the Company is authorized to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses. The Executive Director, Deputy Executive Director or any officer of the Agency are each authorized and directed to execute and deliver to said agent an appropriate letter on Agency letterhead describing the authority granted under this resolution.

Section 7. Based upon the representation and warranties made by the Company in its application for financial assistance, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$1,150,000**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$92,000**. The Agency agrees to consider any requests by the Company for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 8. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, must (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 9. Counsel to the Agency is authorized and directed to work with Counsel for the Company to prepare, for submission to the Agency, all documents necessary to effect the transactions described in the foregoing resolutions.

Section 10. The Executive Director, Deputy Executive Director or any officer of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 11. This resolution shall take effect immediately.

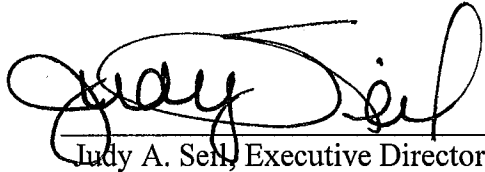
STATE OF NEW YORK )  
COUNTY OF MONROE ) ss.:

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on March 17, 2015, 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.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given in accordance with Article 7 of the New York Public Officers Law, that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 17<sup>th</sup> day of March, 2015.



Judy A. Sen, Executive Director



Date: March 17, 2015

At a meeting of the County of Monroe Industrial Development Agency, Monroe County, New York (the "Agency"), held in the Conference Room of the Ebenezer Watts Building, 49 South Fitzhugh Street, Rochester, New York, on March 17, 2015, the following members of the Agency were:

PRESENT: Theresa B. Mazzullo, Chairman  
Ann L. Burr  
Eugene Caccamise  
Clint Campbell  
Jay Popli  
Mark Siwiec  
Mary Worboys-Turner

ABSENT:

ALSO PRESENT: Judy A. Seil, Executive Director  
Elaine Liberti  
Michael J. Townsend, Esq., Agency Counsel

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 a certain facility more particularly described as the construction of a building at 186 Atlantic Avenue in the City of Rochester, Monroe County, New York for lease to Atlantic Avenue Capital Partners LLC.

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

AYE

NAY

ABSENT

Theresa B. Mazzullo  
Ann L. Burr  
Eugene Caccamise  
Clint Campbell  
Jay Popli  
Mark Siwiec  
Mary Worboys-Turner

RESOLUTION AUTHORIZING THE ACQUISITION OF A  
LEASEHOLD INTEREST IN AND THE LEASING OF THE  
ATLANTIC AVENUE CAPITAL PARTNERS LLC FACILITY  
AND THE EXECUTION OF RELATED DOCUMENTS

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), 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, there was submitted to the Agency a proposal to assist with a certain project (the "Project") consisting of: (A) the acquisition by lease, license or otherwise, of an interest in an approximately 2-acre parcel of land located at 186 Atlantic Avenue in the City of Rochester, New York (the "Land"); (B) the construction thereon of an approximately 20,000 square-foot building and outdoor patio area (the "Improvements"), (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"); and (D) the lease of the Facility to **Atlantic Avenue Capital Partners LLC** (the "Company") for sublease to Three Heads Brewing, Inc. for use as a brewery, all pursuant the Act; and

WHEREAS, the Agency, by resolution duly adopted on March 17, 2015, decided to proceed under the provisions of the Act to lease the Facility from the Company; and

WHEREAS, the Company proposes that the Agency lease the Facility back to the Company; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the transactions contemplated by the lease of the Facility.

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development 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 from and the leasing back of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the County of Monroe and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The Facility conforms with the local zoning laws and planning regulations of the County of Monroe and all regional and local land use plans for the area in which the Facility is located; and

(e) The Facility and the operations conducted thereon will not cause or result in the violation of the health, labor or other laws of the United States of America, the State of New York, or the County of Monroe; and

(f) It is desirable and in the public interest for the Agency to acquire an interest in the Facility; and

(g) The Lease Agreement (the "Lease Agreement"), by and between the Company and the Agency will be an effective instrument whereby the Company leases the Facility to the Agency; and

(h) The Leaseback Agreement (the "Leaseback Agreement"), by and between the Agency and the Company will be an effective instrument whereby the Agency leases the Facility back to the Company; and

(i) The Payment in Lieu of Tax Agreement (the "PILOT Agreement") between the Company and the Agency will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their agreement regarding the Company's payment of real property taxes.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the Facility, (ii) lease the Facility from the Company pursuant to the Lease Agreement; (iii) lease the Facility back to the Company pursuant to the Leaseback Agreement; and (iv) execute, deliver and perform the PILOT Agreement.

Section 3. The Agency is hereby authorized to acquire an interest in the Facility and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Agreement, the Leaseback Agreement and the PILOT Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

(a) The Executive Director, Deputy Executive Director or any officer of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement, the Leaseback Agreement and the PILOT Agreement, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Executive Director, Deputy Executive Director or any officer of the Agency shall approve. The execution thereof by the Executive Director, Deputy Executive Director or any officer of the Agency shall constitute conclusive evidence of such approval.

(b) The Executive Director, Deputy Executive Director or any officer 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 Leaseback Agreement).

Section 6. 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 Leaseback Agreement, 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 Leaseback Agreement binding upon the Agency.

Section 7. In consequence of the foregoing, the officers, employees and agents of the Agency are further authorized and directed for and in the name and on behalf of the Agency to execute and deliver any future mortgage, security agreement and such other collateral instruments as may be required by the Company's lender for the purpose of subjecting the Agency's interest in the Facility (except its Unassigned Rights, as defined in the Leaseback Agreement) to the lien of a mortgage and for no other purpose.

Section 8. This resolution shall take effect immediately.

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

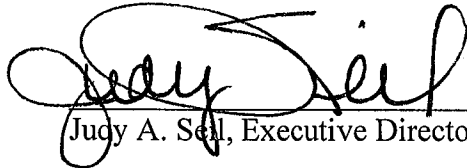
I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on March 17, 2015, 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 Lease Agreement and the Leaseback Agreement contained in this transcript of proceedings are each in substantially the form presented to the Agency and 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 Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 17<sup>th</sup> day of March, 2015.

  
Judy A. Seal, Executive Director