

Seviroli Foods, Inc. – Consent Resolution

A regular meeting of the Nassau County Industrial Development Agency (the “Agency”) was convened in public session at the Theodore Roosevelt Executive & Legislative Building, Ceremonial Chambers, 1550 Franklin Avenue, Mineola, Nassau County, New York, on October 27, 2022 at 6:45 p.m., local time.

The meeting was called to order by the Chair, upon roll being called, the following members of the Agency were:

PRESENT:

Richard Kessel	Chair
John Coumatos	Asst. Treasurer
Reginald A. Spinello	Member
William H. Rockensies	Member
Raymond Pinto	Member
Victor LaGreca	Member

ABSENT:

Timothy Williams	Secretary
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THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:

Colleen Pereira	Administrative Director
Anne LaMorte	Chief Financial Officer
Carlene Wynter	Compliance Assistant
Nicole Gil	Administrative Assistant
Anthony Marano	Agency Counsel
[Phillips Lytle LLP]	Bond/Transaction Counsel

EXCUSED:

Catherine Fee	Director of Business Development/Chief Marketing Officer
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The attached resolution no. 2022-84 was offered by William H. Rockensies, seconded by Raymond Pinto.

RESOLUTION OF THE NASSAU COUNTY INDUSTRIAL DEVELOPMENT
AGENCY AUTHORIZING CERTAIN MATTERS IN CONNECTION WITH
ITS STRAIGHT-LEASE TRANSACTION WITH SEVIROLI FOODS, INC.
AND ITS AFFILIATES

WHEREAS, the Nassau County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”), and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, Sevirol Foods, Inc., a corporation duly organized and existing under the laws of the State of New York (the “Applicant”), submitted an application for financial assistance (the “Application”) to the Agency requesting that the Agency consider undertaking a project (the “Project”) consisting of, *inter alia*, the following: (A) (1) the acquisition of an interest in those certain parcels of land located in the Town of Hempstead, Nassau County, New York, more particularly identified on Exhibit A attached hereto (collectively, the “Land”), (2) the renovation of the existing buildings and other structures on the Land (collectively, the “Building”) together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the “Equipment”), all of the foregoing for use as manufacturing, warehousing and office facilities of the Applicant (collectively, the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Companies (as defined below) or such other entity(ies) as may be designated by the Companies and agreed upon by the Agency; and

WHEREAS, the Applicant proposed that the entities listed on Schedule A attached hereto (each, a “Company” and, collectively, the “Companies”), which hold fee title to the Land and the Building and are affiliates (as hereinafter defined) of the Applicant, lease the Project Facility to the Agency and sublease the Project Facility from the Agency; and

WHEREAS, the Agency approved such request, pursuant to and subject to the terms and conditions set forth in its Resolution No. 2018-28 (the "Approving Resolution"), adopted on June 19, 2018, and entered into a "straight lease" transaction pursuant to, inter alia, the terms and conditions set forth in that certain Master Sublease Agreement (Uniform Project Agreement) dated as of November 1, 2018 between the Companies and the Agency (as amended, the "Lease"), and the other Transaction Documents (as defined in the Lease); and

WHEREAS, in connection with the foregoing, the Companies and the Applicant entered into those certain operating leases for the Project Facility listed on Schedule B attached hereto (collectively, the "Operating Leases"), pursuant to which the respective Companies sub-leased their interests in the Project Facility to the Applicant; and

WHEREAS, pursuant to a consent request letter from the Applicant dated September 16, 2022 (the "Consent Request"), the Applicant has requested that the Agency consent to: (a) the sale of the assets of the Applicant to a new entity ("Newco"), of which an affiliate of Mill Point Capital LLC ("Mill Point") will be the majority shareholder and Joseph Seviroli ("Joe") and Paul Vertullo ("Paul") will be minority shareholders, and (b) the assignment by the Applicant to Newco of the Applicant's right, title and interest in the Operating Leases and the assumption by Newco of the Applicant's obligations under the Operating Leases or the termination of such Operating Leases and the replacement thereof with new Operating Leases (collectively, the "Proposed Transaction"); and

WHEREAS, the Companies' respective fee and subleasehold interests in the Project Facility are not proposed to be modified by the Proposed Transaction, the Guarantors (as defined in the Lease) would continue to guaranty the obligations of the Companies and the Applicant under the Transaction Documents, and Joe and Paul would continue to manage the operations of Newco at the Project Facility; and

WHEREAS, Newco would receive none of the Financial Assistance that the Agency has granted with respect to the Project Facility and the Project; and

WHEREAS, no additional Financial Assistance is being requested by the Applicant or Newco with respect to the Proposed Transaction and, therefore, no public hearing of the Agency is required pursuant to Section 859-a of the Act; and

WHEREAS, the Agency is willing to consent to such request, subject to the terms of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease.

Section 2. The Agency hereby ratifies, confirms and approves actions heretofore taken by the Chair and the staff of the Agency with respect to the matters contemplated by this Resolution, including, without limitation, those actions required to ensure full compliance with

the requirements of the Act, Article 8 of the Environmental Conservation Law (the "SEQR Act") and the regulations adopted pursuant thereto (the "Regulations" and together with the SEQR Act, collectively, "SEQRA"), and all other Applicable Laws that relate thereto.

Section 3. The Agency determines that the Applicant's request with respect to the previously approved and unchanged Project is a Type II Action pursuant to SEQRA involving "continuing agency, administration" which does not involve "new programs or major reordering of priorities that may affect the environment" (6 NYCRR §617.5(c)(20)) and therefore no findings or determination of significance are required under SEQRA.

Section 4. No additional "financial assistance" is being requested by the Applicant or Newco with respect to this request, and, therefore, no public hearing of the Agency is required pursuant to Section 859-a of the Act.

Section 5. The Agency has considered the request made by the Applicant and hereby finds and determines that the requested consent will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Nassau County, New York, and improve their standard of living, and thereby serve the public purposes of the Act. Accordingly, the Agency hereby approves the Proposed Transaction.

Section 6. The Agency hereby determines that the Agency has fully complied with the requirements of the Act, SEQRA and all other Applicable Laws that relate to the Proposed Transaction.

Section 7. The execution and delivery of the documents, instruments and agreements required to effectuate the Proposed Transaction (collectively, the "Amendment Documents"), being substantially in the forms used for prior similar transactions, are hereby authorized and approved. The Chair, Vice Chair, Chief Executive Officer/Executive Director, Chief Operating Officer/Deputy Executive Director and Administrative Director of the Agency are each hereby authorized, acting individually or jointly, to execute, acknowledge and deliver the Amendment Documents. The execution and delivery of the Amendment Documents by any one of said officers shall be conclusive evidence of due authorization and approval.

Section 8. The Chair, Vice Chair, Chief Executive Officer/Executive Director, Chief Operating Officer/Deputy Executive Director and Administrative Director of the Agency are each hereby designated an Authorized Representative of the Agency and each of them is hereby authorized and directed, acting individually or jointly, to execute and deliver any and all consents, agreements, amendments, papers, instruments, opinions, certificates, affidavits and other documents required in connection with the Amendment Documents (collectively, the "Consent Documents"), and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, including, without limitation, taking any necessary action to obtain consent of any other person or party necessary with respect to execution, delivery and approval of the Consent Documents, The execution and delivery of the Consent Documents by any one of said officers shall be conclusive evidence of due authorization and approval.

Section 9. The authorizations set forth in this Resolution are subject to the conditions that (i) background checks shall be conducted with respect to Newco and no adverse or negative information shall be found by staff of the Agency as a result of such checks, and (ii) the Applicant or Newco shall pay or shall reimburse the Agency for all costs and expenses incurred by the Agency in connection with the transactions contemplated herein, including, without limitation, the Agency's consent and amendment fees and all reasonable attorneys' fees and disbursements incurred by the Agency, including without limitation, the fees and expenses of Special Counsel, Phillips Lytle LLP.

Section 10. All covenants, stipulations, obligations and agreements of the Agency contained in this Resolution, the Amendment Documents and the Consent 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; provided, however, that no covenants, stipulations, obligations or agreements of the Agency contained in this Resolution, any Amendment Document or any Consent Document shall give rise to any pecuniary liability of the Agency or a charge against its general credit or shall obligate the Agency in any way except to the extent that the same can be paid or recovered from the Project Facility or the sale or liquidation of the Project Facility or revenues therefrom.

No covenant, stipulation, obligation or agreement herein contained or contained in any Amendment Document or any Consent Document shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity and neither the members of the Agency nor any officer executing any Amendment Document or any Consent Document shall be liable personally on the Amendment Documents or the Consent Documents or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11. The Chair and Chief Executive Officer/Executive Director of the Agency are each hereby authorized to approve modifications to the terms approved herein which are not inconsistent with the intent and substance of this Resolution, such approval to be evidenced by the execution by any one of such officers of the Amendment Documents and/or the Consent Documents containing such modifications.

Section 12. Notwithstanding any provision in the Transaction Documents to the contrary, the Agency's consent does not and shall not be construed to mean that there are no defaults or events of default under the Lease or any other Transaction Document or that any such defaults or events of default have been or shall be waived by the Agency.

Section 13. 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:

Richard Kessel	VOTING	AYE
John Coumatos	VOTING	AYE
Timothy Williams	EXCUSED	
Reginald A. Spinello	VOTING	AYE
William H. Rockensies	VOTING	AYE
Raymond Pinto	VOTING	AYE
Victor LaGreca	VOTING	AYE

The foregoing Resolution was thereupon declared duly adopted.

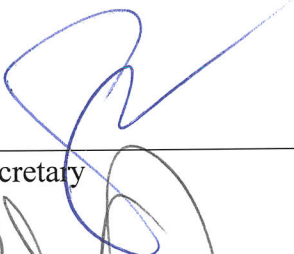
STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

We, the undersigned [Vice] Chairman and [Assistant] Secretary of the Nassau County Industrial Development Agency (the “Agency”), do hereby certify that we have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on October 27, 2022 with the original thereof on file in our office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

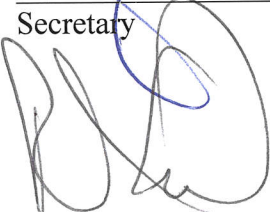
WE FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

WE FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, we have hereunto set our respective hands and affixed the seal of the Agency this 27th day of October, 2022.



Secretary



Chairman

(SEAL)

EXHIBIT A

Address	Section	Block	Lot
557-579 Brook Street Garden City, NY 11530	34	100	4
Vacant Lot at Commercial Avenue Garden City, NY 11530	34	100	8
585 Brook Street Garden City, NY 11530	34	100	5
601 Brook Street Garden City, NY 11530	34	100	6 & 7
10 Commercial Avenue Garden City, NY 11530	44	D S	8
600 Commercial Avenue Garden City, NY 11530	34	100	12, 17, 19
620 Commercial Avenue Garden City, NY 11530	34	100	18

SCHEDULE A

LIST OF COMPANIES

JS Commercial Realty Corp.

505 Brook Realty LLC

Brook Street Realty LLC

557-563-579 Brook Realty LLC

SCHEDULE B

OPERATING LEASES

1. Agreement of Lease between JS Commercial Realty Corp., as landlord, and Joseph Seviroli, Inc. as tenant, dated as February 1, 2001, as amended by Amendment of Lease, between JS Commercial Realty Corp., as landlord, and Joseph Seviroli, Inc. as tenant, dated as of January 1, 2007, as further amended by Lease Extension, between JS Commercial Realty Corp., as owner, and Joseph Seviroli, Inc. as tenant, dated as of January 31, 2011, as further amended by Third Amendment of Lease, between JS Commercial Realty Corp., as owner, and Joseph Seviroli, Inc. as tenant, dated as of January 31, 2016, as further amended by Fourth Amendment of Lease, between JS Commercial Realty Corp., as landlord, and Seviroli Foods, Inc., as tenant, dated as of November 1, 2018.
2. Lease between Rosid Properties, Inc., as landlord and Joseph Seviroli, Inc., as tenant, dated December 30, 2011, as amended by First Amendment of Lease, between 557-563-579 Brook Street Realty LLC, as landlord, and Seviroli Foods, Inc., as tenant, dated as of November 1, 2018.
3. Agreement of Lease between 585 Brook Realty LLC, as landlord and Joseph Seviroli, Inc., as tenant, dated as of November 27th, 2007, as amended by First Amendment of Lease, between 585 Brook Realty LLC, as landlord, and Seviroli Foods, Inc., as tenant, dated as of November 1, 2018.
4. Agreement of Lease between Joseph Seviroli and JS Commercial Realty Corp., as landlord and Joseph Seviroli, Inc., as tenant, dated as of February 1, 2001, as amended by Amendment of Lease, between the Estate of Joseph Seviroli and JS Commercial Realty Corp., as landlord and Joseph Seviroli, Inc., as tenant, dated as of January 1, 2007, as further amended by Lease Extension between Brook Street Realty LLC and JS Commercial Realty Corp., as owner and Joseph Seviroli Inc. as tenant, dated as of January 31, 2011, as further amended by Third Amendment of Lease between Brook Street Realty LLC and JS Commercial Realty Corp., as owner and Seviroli Foods, Inc., as tenant, dated as of January 31, 2016, as further amended by Fourth Amendment of Lease, between Brook Street Realty LLC and JS Commercial Realty Corp., as landlord, and Seviroli Foods, Inc., as tenant, dated as of November 1, 2018.