

**RESOLUTION AUTHORIZING MODIFICATION OF BASIC DOCUMENTS
REGARDING LAND DESCRIPTION CORRECTION
GREENBUSH ASSOCIATES, LLC PROJECTS**

A regular meeting of Rensselaer County Industrial Development Agency (the "Agency") was convened in public session in the 3rd Floor Conference Room at the Quackenbush Building located at 333 Broadway in the City of Troy, Rensselaer County, New York on August 9, 2018 at 4:00 o'clock p.m., local time.

The meeting was called to order by the Secretary/Treasurer of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Cynthia A. Henninger	Secretary/Treasurer
Ronald Bounds	Assistant Secretary/Treasurer
Douglas Baldrey	Member
Renee Powell	Member

ABSENT:

John H. Clinton, Jr.	Chairman
Michael Della Rocco	Vice Chairman
James Church	Member

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Robert L. Pasinella, Jr.	Executive Director
Robin LaBrake	Assistant
John E. Sweeney, Esq.	Agency Counsel
Peter Kehoe, Esq.	Special Counsel
A. Joseph Scott, III, Esq.	Special Counsel

The following resolution was offered by Ronald Bounds, seconded by Douglas Baldrey, to wit:

Resolution No. 0818-08

**RESOLUTION AUTHORIZING MODIFICATION OF BASIC DOCUMENTS BY
RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO CORRECT
LAND DESCRIPTION IN CONNECTION WITH THE 2005 AND 2014 GREENBUSH
ASSOCIATES, LLC PROJECTS.**

WHEREAS, Rensselaer County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of Laws of 1969 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 128 of the 1974 Laws of New York, as amended, constituting Section 903-d 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, renovating, improving, maintaining, equipping and furnishing of manufacturing 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, pursuant to a closing on February 25, 2005 (the “2005 Closing”), the Agency undertook the following project (the “2005 Project”) for the benefit of Greenbush Associates, LLC (the “Original Company”) consisting of the following: (A) (1) the acquisition of an interest in a parcel of land located at 26 Tech Valley Drive in the East Greenbush Technology Park in the Town of East Greenbush, Rensselaer County, New York (the “Land”), (2) the construction of an approximately 75,000 square foot facility on the Land (the “Facility”) and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”); all of the foregoing to constitute a research, light manufacturing and assembly facility, a portion of which is to be leased to Rupperecht & Patashnick Co., Inc. (the “Tenant”) for the design, light assembly and fabrication of air quality monitors and related products (the Land, the Facility and the Equipment being collectively referred to as the “2005 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 from certain sales and use taxes, real estate transfer taxes, mortgage recording taxes and real property taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Original Company pursuant to the terms of a lease agreement dated as of February 1, 2005 (the “Lease Agreement”) by and between the Original Company and the Agency, as modified pursuant to a modification agreement dated as of November 1, 2006 (the “Modification Agreement”) by and between the Agency and the Original Company, and as further modified pursuant to a second modification agreement dated as of August 1, 2013 (the “Second Modification”) (the Lease Agreement as modified pursuant to the Modification Agreement and the Second Modification Agreement being referenced to as the “2005 Lease Agreement”); and

WHEREAS, simultaneously with the execution and delivery of the 2005 Lease Agreement, (A) the Original Company executed and delivered to the Agency (1) a certain lease to agency dated as of February 1, 2005 (the “2005 Underlying Lease”) by and between the Original Company, as landlord and the Agency, as tenant pursuant to which the Original Company leased to the Agency the Land and all improvements now or hereafter located on the land (collectively, the “Premises”), and (2) a bill of sale dated as of February 1, 2005 (the “2005 Bill of Sale to Agency”), which conveyed to the Agency all right, title and interest of the Original Company in the Equipment, (B) the Original Company and the Agency executed and delivered a payment in lieu of tax agreement dated as of April 1, 2005 (the “Original Payment in Lieu of Tax Agreement”) by and between the Agency and the Original Company, as amended pursuant to a first amendment to payment in lieu of tax agreement dated as of August 1, 2013 (the “First Amendment to Payment in Lieu of Tax Agreement” and collectively, with the Original Payment in Lieu of Tax Agreement, the “2005 Payment in Lieu of Tax Agreement”) pursuant to which the Original Company agreed to pay certain payments in lieu of taxes with respect to the 2005 Project Facility, (C) the Agency filed with the assessor and mailed to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the 2005 Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the 2005 Project Facility and the 2005 Payment in Lieu of Tax Agreement and (D) the Agency executed and delivered to the Original Company a sales tax exemption letter (the “2005 Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (E)

the Agency filed with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report") (the above-enumerated documents being collectively referred to as the "2005 Basic Documents"); and

WHEREAS, pursuant to a closing on December 29, 2014 (the "2014 Closing"), the Agency undertook the following project (the "2014 Project") for the benefit of the Original Company consisting of the following: (A)(1) the acquisition of an interest in a parcel of land located at 26 Tech Valley Drive in the East Greenbush Technology Park in the Town of East Greenbush, Rensselaer County, New York (the "Land"), (2) the construction on the Land of an approximately 22,268 square foot building (the "Facility") and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment"); all of the foregoing to constitute an office, lab research and warehouse facility to be leased by the Original Company to Regeneron Pharmaceuticals, Inc. and/or other tenants (the "Tenant") (the Land, the Facility and the Equipment being collectively referred to as the "2014 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 from sales and use taxes, real property transfer taxes, mortgage recording taxes and real estate taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Original Company pursuant to the terms of a lease agreement dated as of December 1, 2014 (the "2014 Lease Agreement") by and between the Agency and the Company; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement, (A) the Original Company executed and delivered to the Agency (1) a certain lease to agency dated as of December 1, 2014 (the "Lease to Agency") by and between the Original Company, as landlord, and the Agency, as tenant, pursuant to which the Original Company leased to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises") for a lease term ending on December 31, 2025; (2) a certain license agreement dated as of December 1, 2014 (the "License to Agency") by and between the Original Company, as licensor, and the Agency, as licensee, pursuant to which the Original Company granted to the Agency (a) a license to enter upon the balance of the Land (the "Licensed Premises") for the purpose of undertaking and completing the 2014 Project and (b) in the event of an occurrence of an Event of Default by the Original Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement; and (3) a bill of sale dated as of December 1, 2014 (the "2014 Bill of Sale to Agency"), which conveyed to the Agency all right, title and interest of the Original Company in the Equipment, (B) the Original Company and the Agency will execute and deliver (1) the 2014 Payment in Lieu of Tax Agreement, pursuant to which the Original Company agreed to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Original Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes, (C) the Agency filed with the assessor and mailed to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the 2014 Project Facility and the 2014 Payment in Lieu of Tax Agreement, (D) the Agency executed and delivered to the Original Company a sales tax exemption letter (the "2014 Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance, (E) the Agency filed with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"), (F) the Agency and the Contractor entered into (1) a certain agency and indemnification agreement dated as of December 1, 2014 (the "Contractor Agency and Indemnification Agreement") by and between the Agency and the Contractor and (2) a certain recapture agreement dated

as of December 1, 2014 (the “Contractor Section 875 GML Recapture Agreement”) by and between the Agency and the Contractor, (G) the Agency executed and delivered to the Contractor a sales tax exemption letter (the “Contractor Sales Tax Exemption Letter”) and (H) the Agency filed a Thirty-Day Sales Tax Report (the “Contractor Thirty-Day Sales Tax Report”) with the New York State Department of Taxation and Finance (the above enumerated documents being collectively referred to as the “2014 Basic Documents”); and

WHEREAS, by letter dated July 6, 2018, the Agency was requested (A) to approve the assignment to, and assumption by, Regeneron Pharmaceuticals, Inc., a business corporation organized and existing under the laws of the State of New York (the “New Company”), of all of the Original Company’s interest in the 2005 Project Facility, the 2005 Basic Documents, the 2014 Project and the 2014 Basic Documents, including but not limited to the benefits of the 2005 Lease Agreement, the 2014 Lease Agreement, the 2005 Payment in Lieu of Tax Agreement and the 2014 Payment in Lieu of Tax Agreement and (B) to authorize the assumption by the New Company of all obligations of the Original Company under the 2005 Basic Documents and 2014 Basic Documents pursuant to an assignment and assumption agreement (the “Assignment and Assumption Agreement”) (the foregoing being collectively referred to as the “Assignment”); and

WHEREAS, pursuant to a resolution duly adopted by the members of the Agency on July 19, 2018 (the “Resolution Authorizing Assignment and Assumption”), the Agency authorized the execution and delivery of the Assignment and Assumption Agreement; and

WHEREAS, pursuant to the correspondence attached hereto as Exhibit A, the Agency has been informed that in connection with the Assignment, (A) the New Company discovered that there is a piece of property (depicted on the attached map in orange) which is triangular in shape and which currently should not be a part of the Land, as the ownership of this piece of property is unknown (the “Triangle Parcel”) and (B) once the ownership of the Triangle Parcel is determined and the New Company is able to purchase the Triangle Parcel, to then have the Triangle Parcel once again become part of the Land; and

WHEREAS, currently the Original Company and the New Company are desirous of amending the Land description (the “Land Correction”) prior to the Assignment to exclude the Triangle Parcel and have requested the Agency to amend the 2005 Basic Documents and the 2014 Basic Documents (collectively, the “Basic Documents”) pursuant to a modification agreement (the “Modification Agreement”) by and between the Agency and the Original Company; and

WHEREAS, if the Triangle Parcel becomes owned by the New Company, the New Company would like the Agency to once again amend the Basic Documents to include the Triangle Parcel (the “Triangle Parcel Correction”) pursuant to a second modification agreement (the “Second Modification Agreement”) by and between the Agency and the New Company; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the Agency must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the Land Correction and the Triangle Parcel Correction (collectively, the “Correction”); and

WHEREAS, pursuant to SEQRA, the Agency has examined the Correction in order to make a determination as to whether the Correction is subject to SEQRA, and it appears that the Correction constitutes a Type II action under SEQRA;

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

Section 1. Based upon an examination of the Correction, the Agency hereby makes the following determinations:

(A) The Correction constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(26), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the Agency has no further responsibilities under SEQRA with respect to the Correction.

(B) That since compliance by the Agency with the Correction will not result in the Agency providing more than \$100,000 of "financial assistance" (as such quoted term is defined in the Act) to the New Company, Section 859-a of the Act does not require a public hearing to be held with respect to the Correction.

Section 2. The Agency hereby approves (A) the Correction and (B) the execution and delivery of the Modification Agreement and the Second Modification Agreement; subject in each case, however to the following conditions: (1) approval by special counsel to the Agency of the Modification Agreement and the Second Modification Agreement and any other form of document to be executed by the Agency in connection with the Correction (collectively, the "Correction Documents"); and (2) receipt by the Agency of its administrative fee relating to the Correction, if any, and all fees and expenses incurred by the Agency with respect to the Correction, including the fees and expenses incurred by Agency counsel and special counsel with respect thereto.

Section 3. Subject to (A) satisfaction of the conditions contained in Section 2 hereof, including the condition that no modifications provide any new tax relief for the Project (such as an extension of the term, increase in abatement or change in the 2005 Payment in Lieu of Tax Agreement or the 2014 Payment in Lieu of Tax Agreement); and (B) the execution and delivery of the Correction Documents by the other parties thereto, the Chairman (or Vice Chairman) of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Correction Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the forms thereof approved by Counsel to the Agency, with such changes, variations, omissions and insertions as the Chairman (or Vice Chairman) shall approve, the execution thereof by the Chairman (or Vice Chairman) to constitute conclusive evidence of such approval.

Section 4. 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 Correction Documents, and to execute and deliver all such additional certificates, instruments and documents, to 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 this Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Correction Documents binding upon the Agency.

Section 5. 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:

John H. Clinton, Jr.	VOTING	ABSENT
Michael Della Rocco	VOTING	ABSENT
Cynthia A. Henninger	VOTING	YES
Ronald Bounds	VOTING	YES
Douglas Baldrey	VOTING	YES
James Church	VOTING	ABSENT
Renee Powell	VOTING	YES

The foregoing Resolution was thereupon declared duly adopted.

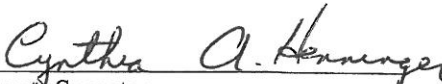
STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, the undersigned (~~Assistant~~) Secretary of Rensselaer County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on August 9, 2018 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I 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.

I 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, I have hereunto set my hand and affixed the seal of the Agency this 9th day of August, 2018.



(~~Assistant~~) Secretary

(SEAL)

EXHIBIT A
CORRESPONDENCE

- SEE ATTACHED -

Zeigler, Nadene

From: Frankenburg, Victoria <Victoria.Frankenburg@arnoldporter.com>
Sent: Tuesday, August 7, 2018 1:34 PM
To: Zeigler, Nadene
Cc: Paul Goldman; Heim, Edward; 'Michael Williams'
Subject: 26 Tech Valley Drive - Greenbush Associates to Regeneron
Attachments: 20180803150542943.pdf

Nadene:

In the course of our diligence, we discovered that there is a piece of property (depicted on the attached map in orange) which is triangular in shape and which is not a part of Lot 6. I can walk you through it all, but at present, Tech Valley Drive does not curve as shown in the attached map; the curve will be introduced at the time of future development and when Tech Valley Drive is extended and publically dedicated. So, since the property line there is really straight, the result is that some of the PILOT documents encumber this triangular shaped piece of land which in fact is at the moment part of Tech Valley Drive and owned by the Town.

So, we need to correct the legal in the PILOT documents. Can that be done by a Modification Agreement - and can that be included within the Assignment and Assumption which will be recorded? I'm assuming this is in the nature of a "scrivener's error" and can be corrected without a meeting of the IDA, but please let me know if I'm mistaken.

Thanks very much.

Vickie

Victoria Frankenburg
Counsel

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Zeigler, Nadene

From: Frankenburg, Victoria <Victoria.Frankenburg@arnoldporter.com>
Sent: Wednesday, August 8, 2018 4:20 PM
To: Zeigler, Nadene
Cc: 'Paul Goldman'; Michael Williams
Subject: Greenbush Associates/Regeneron/Tech Valley Drive

Nadene:

I misspoke this morning and want to clear up the confusion. The "triangular" piece of property we were discussing is not owned by Greenbush Associates, it was dedicated to be part of Tech Valley Drive according to the filed subdivision map. Once Tech Valley Drive was actually constructed, it was constructed with the curve, thus creating a sort of no man's land for that triangular piece of property which in fact is not a part of the road.

So the bottom line is the same, the PILOT documents should not include this small piece of land. I'm getting the correct legal description for you of the property which Greenbush Associates does own which is subject to the PILOT, and which Regeneron will be purchasing (and taking an assignment of the PILOT).

Call me if you have any questions.

Vickie

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Zeigler, Nadene

From: Frankenburg, Victoria <Victoria.Frankenburg@arnoldporter.com>
Sent: Thursday, August 9, 2018 12:25 PM
To: Zeigler, Nadene
Cc: 'Michael Williams'
Subject: FW: Greenbush Associates/Regeneron PILOT modification

Nadene:

As we discussed, Regeneron will work on a post-closing basis to have the "triangle property" conveyed to Regeneron. At this point, it is unclear who owns the property, and we have asked the title company to do a search of it. It's highly possible that the Town owns the property as Tech Valley Drive was originally supposed to go straight and so the "triangle property" should have been dedicated to the Town for the road. We need to figure all that out, and if the Town does own it, we need to figure out how to have the Town convey to Regeneron (perhaps some type of abandonment procedure and a quit-claim?)? In any event, I don't think this will be a quick process, so that's why we would like the ability to add the "triangle piece" to the PILOT when and as Regeneron obtains ownership in the future.

Let me know if you need anything additional.

Vickie

Victoria Frankenburg
Counsel

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From: Frankenburg, Victoria
Sent: Thursday, August 09, 2018 11:56 AM
To: 'nzeigler@hodgsonruss.com'
Cc: 'Michael Williams'
Subject: Greenbush Associates/Regeneron PILOT modification

Nadene:

Regeneron is going to work post-closing to figure out who own that triangular piece of property (we are thinking the town may own) - and have it conveyed. Is it possible to include in the Modification Agreement that Regeneron can add the triangle property back into the PILOT without any effect on the agreed to taxes?

Thanks,

Vickie

Victoria Frankenburg

Counsel

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