

**RESOLUTION AUTHORIZING SECOND AMENDMENT TO BASIC DOCUMENTS
555-ONE, LLC PROJECT**

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 February 14, 2019 at 4:00 o'clock p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

John H. Clinton, Jr.	Chairman
Michael Della Rocco	Vice Chairman
Cynthia A. Henninger	Secretary/Treasurer
Ronald Bounds	Assistant Secretary/Treasurer
Renee Powell	Member

ABSENT:

Douglas Baldrey	Member
James Church	Member

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

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

The following resolution was offered by Michael Della Rocco, seconded by Ronald Bounds, to wit:

Resolution No. 0219-07

RESOLUTION AUTHORIZING THE EXECUTION BY RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY OF A CERTAIN SECOND MODIFICATION AGREEMENT IN CONNECTION WITH THE 555-ONE, LLC PROJECT.

WHEREAS, Rensselaer 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 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, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial 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, on October 26, 2016 (the "Closing"), the Agency granted certain financial assistance to 555-One, LLC (the "Company") in connection with a project (the "Project"), said Project consisting of the following: (A) (1) the acquisition of an interest in an approximately 148,000 square foot parcel of land located at 555 Broadway (being a portion of tax map no. 143.52-1-1.1) in the City of Rensselaer, Rensselaer County, New York (the "Land"), (2) the construction on the Land of an approximately 140,000 square foot building and eight (8) garages (collectively, the "Facility") and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property, including without limitation, tenant improvement and finish (collectively, the Equipment") (the Land, the Facility, and the Equipment being collectively referred to as the "Project Facility"); all of the foregoing to constitute an approximately 96 unit market rate apartment complex and any other directly and indirectly related activities; (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 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 Company pursuant to a lease agreement dated as of October 1, 2016 (the "Lease Agreement") by and between the Agency and the Company; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement, (A) the Company executed and delivered to the Agency (1) a certain lease to agency dated as of October 1, 2016 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the 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"); (2) a certain license agreement dated as of October 1, 2016 (the "License to Agency") by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the 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 Project and (b) in the event of an occurrence of an Event of Default by the 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 October 1, 2016 (the "Bill of Sale to Agency"), which conveyed to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency executed and delivered (1) a payment in lieu of tax agreement dated as of October 1, 2016 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the 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 Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes and (3) a certain uniform project benefits agreement dated as of October 1, 2016 (the "Uniform Project Benefits Agreement") relating to the granting of the Financial Assistance by the Agency to the Company; (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 Project Facility and the Payment in Lieu of Tax Agreement, (D) the Agency executed and delivered to the Company a sales tax exemption letter (the "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 "Closing Documents"); and

WHEREAS, in connection with the Project, on December 8, 2016, the Agency appointed U.W. Marx, Inc., as agent of the Agency (the "Contractor"), pursuant to (A) a certain agency indemnification agreement dated as of January 1, 2017 (the "Contractor Agency and Indemnification Agreement") by and between the Agency and the Contractor and (B) a certain recapture agreement dated as of January 1, 2017 (the "Contractor Section 875 GML Recapture Agreement") by and between the Agency and the Contractor; and

WHEREAS, in connection with appointment of the Contractor, (A) the Agency executed and delivered to the Contractor a sales tax exemption letter (the "Contractor Sales Tax Exemption Letter") and (B) 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 contractor documents, together with the Closing Documents, being collectively referred to as the "Basic Documents"); and

WHEREAS, on February 16, 2018, the Company and the Contractor requested that the Agency modify the terms of the Basic Documents in order to extend the Completion Date (as defined in the Basic Documents) from April 1, 2018 to January 1, 2019 (the "Modification"); and

WHEREAS, by resolution adopted by the members of the Agency on March 8, 2018 ("Resolution Authorizing Amendment to Basic Documents"), to accommodate the Modification, the Agency determined to enter into a certain modification agreement in connection thereto; and

WHEREAS, on or about March 30, 2018, the Company, the Contractor and the Agency entered into a modification agreement dated as of March 1, 2018 (the "Modification Agreement"), which Modification Agreement extended the Completion Date from April 1, 2018 to January 1, 2019; and

WHEREAS, due to utility delays, the Company and the Contractor have again requested, pursuant to the correspondence attached hereto as Exhibit A, that the Agency modify the terms of the Basic Documents, as amended pursuant to the Modification Agreement, in order to extend the Completion Date from January 1, 2019 to June 30, 2019 (the "Second Modification"); and

WHEREAS, in connection with the Second Modification, the Company and the Contractor have requested that the Agency enter into a certain modification agreement (the "Second Modification Agreement"), by and among the Company, the Contractor and the Agency, a copy of which is attached hereto as Exhibit B; 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"), it appears that the Second Modification 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 Second Modification, the Agency hereby makes the following determinations:

(A) The Second Modification constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(26) and (31), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the Agency has no further responsibilities under SEQRA with respect to the Second Modification.

(B) That since compliance by the Agency with the Second Modification 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 Company, Section 859-a of the Act does not require a public hearing to be held with respect to the Second Modification.

Section 2. Subject to (A) compliance with the terms and conditions in the Basic Documents, as amended pursuant to the Modification Agreement, (B) evidence of current certificates of insurance acceptable to the Agency, and (C) payment by the Company of all fees and expenses of the Agency in connection with the delivery of the Second Modification Agreement, including the fees of Special Agency Counsel, the Agency hereby (a) consents to the Second Modification and (b) determines to enter into the Second Modification Agreement.

Section 3. The form and substance of the Second Modification Agreement (in substantially the form presented to this meeting) are hereby approved.

Section 4. Subject to the satisfaction of the conditions described in Section 2 hereof, the Chairman (or Vice Chairman) of the Agency is hereby authorized to execute and deliver the Second Modification Agreement to the Company, 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 form thereof presented to this meeting, 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 5. 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 Second Modification Agreement, 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 the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Second Modification Agreement binding upon the Agency.

Section 6. 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	YES
Michael Della Rocco	VOTING	YES
Cynthia A. Henninger	VOTING	YES
Ronald Bounds	VOTING	YES
Douglas Baldrey	VOTING	ABSENT
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 February 14, 2019 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 14th day of February, 2019.



(~~Assistant~~) Secretary

(SEAL)

EXHIBIT A

REQUEST

- SEE ATTACHED -

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Rensselaer County Industrial Development Agency
1600 Seventh Avenue
Troy, New York 12180
Attn: Robin LaBrake

January 18, 2019

Dear Ms. LaBrake,

555-ONE, LLC is requesting an extension to the New York State Sales or Use Tax Exemption Letter that is effective until 12/31/18. We would like to increase the extension by six (6) months and have the letter expire 06/30/19.

We need an extension due to utility delays which has extended the project completion date. There is no increase in project cost associated with this extension and we are not seeking any additional benefits.

Please let me know if you need any additional information. We appreciate your assistance in this matter.

Sincerely,



Peter B. Marx
Member
555-ONE, LLC
20 Gurley Avenue
Troy, NY 12182
(518) 272-2541 Ext. 113

EXHIBIT B
SECOND MODIFICATION AGREEMENT

- SEE ATTACHED -

RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

555-ONE, LLC

AND

U.W. MARX, INC.

SECOND MODIFICATION AGREEMENT

DATED AS OF FEBRUARY 1, 2019

RELATING TO (A) THE LEASE/LEASE BACK TRANSACTION OF
RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY
DATED OCTOBER 1, 2016 AND (B) CERTAIN RELATED
DOCUMENTS.

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only and is not part of the Second Modification Agreement)

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SECOND MODIFICATION AGREEMENT

THIS SECOND MODIFICATION AGREEMENT dated as of February 1, 2019 (the "Modification Agreement") by and between RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 1600 Seventh Avenue, Troy, New York ("Agency"), 555-ONE, LLC, a limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 20 Gurley Avenue, Troy, New York (the "Company") and U.W. MARX, INC., a domestic business corporation duly organized and existing under the laws of the State of New York having an office for the transaction of business located at 20 Gurley Avenue, Troy, New York (the "Contractor");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its facilities, for the purpose of carrying out any of its corporate purposes and any agreements made in connection therewith, to mortgage and pledge any or all of its facilities, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 128 of the Laws of 1974 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, on October 26, 2016 (the "Closing"), the Agency granted certain financial assistance to 555-One, LLC (the "Company") in connection with a project (the "Project"), said Project consisting of the following: (A) (1) the acquisition of an interest in an approximately 148,000 square foot parcel of land located at 555 Broadway (being a portion of tax map no. 143.52-1-1.1) in the City of Rensselaer, Rensselaer County, New York (the "Land"), (2) the construction on the Land of an approximately 140,000 square foot building and eight (8) garages (collectively, the "Facility") and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property, including without limitation, tenant improvement and finish (collectively, the "Equipment") (the Land, the Facility, and the Equipment being collectively referred to as the "Project Facility"); all of the foregoing to constitute an approximately 96 unit market rate apartment complex and any other directly and indirectly related activities; (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 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 Company pursuant to a lease agreement dated as of October 1, 2016 (the "Lease Agreement") by and between the Agency and the Company; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement, (A) the Company executed and delivered to the Agency (1) a certain lease to agency dated as of October 1, 2016 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the 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"); (2) a certain license agreement dated as of October 1, 2016 (the "License to Agency") by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the 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 Project and (b) in the event of an occurrence of an Event of Default by the 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 October 1, 2016 (the "Bill of Sale to Agency"), which conveyed to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency executed and delivered (1) a payment in lieu of tax agreement dated as of October 1, 2016 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the 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 Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes and (3) a certain uniform project benefits agreement dated as of October 1, 2016 (the "Uniform Project Benefits Agreement") relating to the granting of the Financial Assistance by the Agency to the Company; (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 Project Facility and the Payment in Lieu of Tax Agreement, (D) the Agency executed and delivered to the Company a sales tax exemption letter (the "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 "Closing Documents"); and

WHEREAS, in connection with the Project, on December 8, 2016, the Agency appointed U.W. Marx, Inc., as agent of the Agency (the "Contractor"), pursuant to (A) a certain agency indemnification agreement dated as of January 1, 2017 (the "Contractor Agency and Indemnification Agreement") by and between the Agency and the Contractor and (B) a certain recapture agreement dated as of January 1, 2017 (the "Contractor Section 875 GML Recapture Agreement") by and between the Agency and the Contractor; and

WHEREAS, in connection with appointment of the Contractor, (A) the Agency executed and delivered to the Contractor a sales tax exemption letter (the "Contractor Sales Tax Exemption Letter") and (B) 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 contractor documents, together with the Closing Documents, being collectively referred to as the "Basic Documents"); and

WHEREAS, on February 16, 2018, the Company and the Contractor requested that the Agency modify the terms of the Basic Documents in order to extend the Completion Date (as defined in the Basic Documents) from April 1, 2018 to January 1, 2019 (the "Modification"); and

WHEREAS, by resolution adopted by the members of the Agency on March 8, 2018 ("Resolution Authorizing Amendment to Basic Documents"), to accommodate the Modification, the Agency determined to enter into a certain modification agreement in connection thereto; and

WHEREAS, on or about March 30, 2018, the Company, the Contractor and the Agency entered into a modification agreement dated as of March 1, 2018 (the "Modification Agreement"), which Modification Agreement extended the Completion Date from April 1, 2018 to January 1, 2019; and

WHEREAS, due to utility delays, the Company and the Contractor have again requested, that the Agency modify the terms of the Basic Documents, as amended pursuant to the Modification Agreement, in order to extend the Completion Date from January 1, 2019 to June 30, 2019 (the "Second Modification"); and

WHEREAS, in connection with the Second Modification, the Company and the Contractor have requested that the Agency enter into a certain modification agreement (the "Second Modification Agreement"), by and among the Company, the Contractor and the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on February 14, 2019 (the "Resolution Authorizing Second Amendment to Basic Documents"), the members of the Agency (A) determined that pursuant to SEQRA, the Second Modification is a "Type II Action" and, therefore, the Agency has no further responsibilities under SEQRA with respect to the Second Modification; (B) determined to amend the Basic Documents, as amended pursuant to the Modification Agreement, to extend the Completion Date; and (C) authorized the execution and delivery of this Second Modification Agreement with respect to the Second Modification;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS, TO WIT:

SECTION 1. DEFINITIONS. Except as otherwise provided herein, all words and terms used herein shall have the respective meanings ascribed thereto in Article I of the Basic Documents.

SECTION 2. SECOND MODIFICATION OF BASIC DOCUMENTS. In each of the Basic Documents where the date of April 1, 2018 has been modified to read as January 1, 2019, it shall be replaced with June 30, 2019.

SECTION 3. PROVISIONS OF SECOND MODIFICATION AGREEMENT CONSTRUED WITH THE BASIC DOCUMENTS. All of the covenants, agreements and provisions of this Second Modification Agreement shall be deemed to be and shall be construed as part of the Basic Documents and vice versa to the same extent as if fully set forth verbatim therein and herein. In the event of any variation or inconsistency between any covenant, agreement or provision contained in any Basic Document and any covenant, agreement or provision contained in this Second Modification Agreement, such covenant, agreement or provision contained herein shall govern.

SECTION 4. BASIC DOCUMENTS AS AMENDED TO REMAIN IN EFFECT. Except as amended by this Second Modification Agreement, the Basic Documents shall remain unmodified and in full force and effect and the terms and conditions thereof are hereby confirmed.

SECTION 5. RECORDING. This Second Modification Agreement may, at the request of the Company, be recorded by the Agency in such office or offices as may at the time be provided by law as the proper place or places for the recordation thereof. The Company agrees to pay all costs in connection with said recording.

SECTION 6. EXECUTION OF COUNTERPARTS. This Second Modification Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agency, the Company and the Contractor have caused this Second Modification Agreement to be executed by their duly authorized officer and to date this Second Modification Agreement as of the day and year first above written.

RENSSELAER COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
(Vice) Chairman

555-ONE, LLC

By: _____
Authorized Officer

U.W. MARX, INC.

By: _____
Authorized Officer

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

On the 14th day of February, in the year 2019, before me, the undersigned, personally appeared JOHN H. CLINTON, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of February, in the year 2019, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of February, in the year 2019, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public