RESOLUTION AUTHORIZING AMENDMENT TO BASIC DOCUMENTS GREENBUSH ASSOCIATES, LLC (33 TECH VALLEY DRIVE) PROJECT

A regular meeting of Rensselaer County Industrial Development Agency (the "Agency") was convened in public session in the 3rd Floor Conference Room of the Quackenbush Building located at 333 Broadway in the City of Troy, Rensselaer County, New York on October 8, 2020 at 4:00 o'clock p.m., local time.

The meeting was called to order by the Acting Chairman 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 (Acting Chairman)
Ronald Bounds	Assistant Secretary/Treasurer
Douglas Baldrey	Member
Renee Powell	Member

Each of the members present participated in the meeting telephonically pursuant to Executive Order No. 202.1, as supplemented, issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public in-person access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

ABSENT:

John H. Clinton, Jr.	Chairman
Douglas Baldrey	Member

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Robert L. Pasinella, Jr.	Executive Director
Robin LaBrake	Assistant
John E. Sweeney, Esq.	Special Agency Counsel
Peter R. Kehoe, Esq.	Agency Counsel
Nadene E. Zeigler, Esq.	Special Counsel

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

Resolution No. 1020-07

RESOLUTION AUTHORIZING THE EXECUTION BY RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY OF A CERTAIN MODIFICATION AGREEMENT IN CONNECTION WITH THE GREENBUSH ASSOCIATES, 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 November 20, 2018 (the "Closing"), the Agency granted certain financial assistance to Greenbush Associates, 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 5 acre portion of an approximately 41.56 acre parcel of land located at 33 Tech Valley Drive (tax map no. 156.-2-1.111) in the Town of East Greenbush, Rensselaer County, New York (the "Land"), (2) the construction of (a) an approximately 37,000 to 74,000 square foot building thereon and (b) access roads thereon and thereto (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"); all of the foregoing consisting of an office, research and light assembly facility, a portion of which to be leased by the Company to Autotask Corporation (Parent Company: Datto, Inc.) (the "Tenant") (the Land, the Facility and the Equipment being collectively referred to as 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 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 November 1, 2018 (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 November 1, 2018 (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 November 1, 2018 (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 November 1, 2018 (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 November 1, 2018 (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 November 1, 2018 (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, the Agency appointed BBL Construction Services, LLC and BBL-Carlton, L.L.C., as agents of the Agency (collectively, the "Contractors"), pursuant to (A) certain agency indemnification agreements dated as of November 1, 2018 (each, the "Contractor Agency and Indemnification Agreement") by and between the Agency and each Contractor and (B) certain recapture agreements dated as of November 1, 2018 (each, the "Contractor Section 875 GML Recapture Agreement") by and between the Agency and each Contractor; and

WHEREAS, in connection with appointment of the Contractors, (A) the Agency executed and delivered to the Contractors sales tax exemption letters (each, the "Contractor Sales Tax Exemption Letter") and (B) the Agency filed a Thirty-Day Sales Tax Report (each, 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, the Company and the Contractors have requested, pursuant to the correspondence attached hereto as Exhibit A, that the Agency modify the terms of the Basic Documents in order to extend the Completion Date (as defined in the Basic Documents) from December 31, 2020 to December 31, 2021 (the "Modification"); and

WHEREAS, in connection with the Modification, the Company has requested that the Agency enter into a certain modification agreement (the "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 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 Modification, the Agency hereby makes the following determinations:

(A) The Modification constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(25), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the Agency has no further responsibilities under SEQRA with respect to the Modification.

(B) That since compliance by the Agency with the 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 Modification.

Section 2. Subject to (A) compliance with the terms and conditions in the Basic Documents, (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 Modification Agreement, including the fees of Special Agency Counsel, the Agency hereby (a) consents to the Modification and (b) determines to enter into the Modification Agreement.

Section 3. The form and substance of the 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 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 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 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	ABSENT
Michael Della Rocco	VOTING	YES
Cynthia A. Henninger	VOTING	YES
Ronald Bounds	VOTING	YES
Douglas Baldrey	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 October 8, 2020 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") except as modified by Executive Order 202.1, as supplemented, 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, either in-person or appearing telephonically in accordance with Executive Order 202.1, as supplemented, 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 October, 2020.

Cynthia A Hennigan
~~(Assistant)~~ Secretary

(SEAL)

EXHIBIT A

REQUEST

- SEE ATTACHED -

See below. THANKS.

Anthony Maney, Esq.
77 Troy Road
East Greenbush, NY 12061
518-526-8412

On Oct 5, 2020, at 12:18 PM, Zeigler, Nadene <NZeigler@hodgsonruss.com> wrote:

Good afternoon Anthony:
Please note that we will need the requested information prior to any action at the IDA's October 8 meeting.

Nadene E. Zeigler
Partner
Hodgson Russ LLP
Tel: [illegible]
Fax: [illegible]
<image001.png>

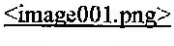
Twitter | LinkedIn | website | Bio | e-mail | vCard

677 Broadway, Suite 301 | Albany, NY 12207
Tel: 518.465.2333 | map

From: Zeigler, Nadene
Sent: Wednesday, September 30, 2020 11:54 PM
To: Anthony Maney <anthony.maney@gmail.com>
Cc: LaBrake, Robin (RLaBrake@rensco.com) <RLaBrake@rensco.com>
Subject: RE: Greenbush Associates - 33 Tech- Sales Tax extension

Good evening Anthony:
With respect to the above, the current sales tax exemption letter expires on December 31, 2020. In your request, addressed to the IDA, please provide the following information:
*the length of the extension NEED AT LEAST 6 MONTHS. PREFER A YEAR. DELAYS DUE TO TENANT NEEDS AND COVID
*detail as to why need the extension. COVID HAS CAUSED THE TENANT DELAYS IN DETERMINING ITS NEEDS FOR FIT UP.
*does the extension increase the amount of sales tax exemption NO
*does the request for the extension for the Company also include BBL Construction and BBL-Carlton YES.

Thanks, and let me know if you have any questions.

Nadene E. Zeigler
Partner
Hodgson Russ LLP
Tel: 518.433.2420
Fax: 866.505.9138


Twitter | LinkedIn | Website | Bio | e-mail | vCard

677 Broadway, Suite 301 | Albany, NY 12207
Tel: 518.465.2333 | map

EXHIBIT B

MODIFICATION AGREEMENT

- SEE ATTACHED –

DRAFT FOR DISCUSSION PURPOSES ONLY
DATED: OCTOBER 8, 2020

RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY,

AND

GREENBUSH ASSOCIATES, LLC,

AND

BBL CONSTRUCTION SERVICES, LLC

AND

BBL-CARLTON, L.L.C.

MODIFICATION AGREEMENT

DATED AS OF OCTOBER 1, 2020

RELATING TO (A) THE LEASE/LEASE BACK TRANSACTION OF RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY DATED NOVEMBER 1, 2018 AND (B) CERTAIN RELATED DOCUMENTS.

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Section 5. Recording .....
Section 6. Execution of Counterparts .....

SIGNATURES .....
ACKNOWLEDGEMENTS .....

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of October 1, 2020 (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"), GREENBUSH ASSOCIATES, 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 25 Corporate Circle, Suite 100, Albany, New York (the "Company"), BBL CONSTRUCTION SERVICES, 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 302 Washington Avenue Extension, Albany, New York and BBL-CARLTON, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of West Virginia, having an office for the transaction of business located at 302 Washington Avenue Extension, Albany, New York (collectively the "Contractors");

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 November 20, 2018 (the "Closing"), the Agency granted certain financial assistance to Greenbush Associates, 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 5 acre portion of an approximately 41.56 acre parcel of land located at 33 Tech Valley Drive (tax map no. 156.-2-1.111) in the Town of East Greenbush, Rensselaer County, New York (the "Land"), (2) the construction of (a) an approximately 37,000 to 74,000 square foot building thereon and (b) access roads thereon and thereto (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"); all of the foregoing consisting of an office, research and light assembly facility, a portion of which to be leased by the Company to Autotask Corporation (Parent Company: Datto, Inc.) (the "Tenant") (the Land, the Facility and the Equipment being collectively referred to as 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 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 November 1, 2018 (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 November 1, 2018 (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 November 1, 2018 (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 November 1, 2018 (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 November 1, 2018 (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 November 1, 2018 (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, the Agency appointed BBL Construction Services, LLC and BBL-Carlton, L.L.C., as agents of the Agency (collectively, the "Contractors"), pursuant to (A) certain agency indemnification agreements dated as of November 1, 2018 (each, the "Contractor Agency and Indemnification Agreement") by and between the Agency and each Contractor and (B) certain recapture agreements dated as of November 1, 2018 (each, the "Contractor Section 875 GML Recapture Agreement") by and between the Agency and the Contractors; and

WHEREAS, in connection with appointment of the Contractors, (A) the Agency executed and delivered to the Contractors sales tax exemption letters (each, the "Contractor Sales Tax Exemption

Letter") and (B) the Agency filed a Thirty-Day Sales Tax Report (each, 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, the Company and the Contractors have requested that the Agency modify the terms of the Basic Documents in order to extend the Completion Date (as defined in the Basic Documents) (the "Modification"); and

WHEREAS, by resolution adopted by the members of the Agency on October 8, 2020 (the "Modification Resolution"), the members of the Agency (A) determined that pursuant to SEQRA, the Modification is a "Type II Action" and, therefore, the Agency has no further responsibilities under SEQRA with respect to the Modification; (B) determined to amend the Basic Documents to extend the Completion Date; and (C) authorized the execution and delivery of this Modification Agreement with respect to the 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. MODIFICATION OF BASIC DOCUMENTS. In each of the Basic Documents where the date of December 31, 2020 appears, it shall be replaced with December 31, 2021.

SECTION 3. PROVISIONS OF MODIFICATION AGREEMENT CONSTRUED WITH THE BASIC DOCUMENTS. All of the covenants, agreements and provisions of this 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 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 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 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 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 Contractors have caused this Modification Agreement to be executed by their duly authorized officer and to date this Modification Agreement as of the day and year first above written.

RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
(Vice) Chairman

GREENBUSH ASSOCIATES, LLC

By: _____
Authorized Officer

BBL CONSTRUCTION SERVICES, LLC

By: _____
Authorized Officer

BBL-CARLTON, L.L.C.

By: _____
Authorized Officer

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

On the _____ day of October, in the year 2020, 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 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)

On the _____ day of October, in the year 2020, 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)

On the _____ day of October, in the year 2020, 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