



MATTHEW T MCDONOUGH
CHIEF EXECUTIVE OFFICER

BABYLON INDUSTRIAL DEVELOPMENT AGENCY

FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE: July 27, 2018

APPLICATION OF: Enzo Biochem Inc.
Company Name of Beneficial User of Proposed Project
(Not Realty or Special Purpose Entity (SPE) created for liability)

CURRENT ADDRESSES: 10 Executive Boulevard, Farmingdale, NY 11735
60 Executive Boulevard, Farmingdale, NY 11735
5777 Hines Drive, Ann Arbor, MI 48108
527 Madison Avenue, Suite 901, New York, NY 10022

ADDRESS OF PROPERTY
TO RECEIVE BENEFITS: 21 Executive Boulevard, Farmingdale, NY 11735
Tax Map # District 0100 Section 94 Block 01 Lot 86.003
10 Executive Boulevard, Farmingdale, NY 11735
Tax Map # District 0100 Section 94 Block 01 Lot 88.002
60 Executive Boulevard, Farmingdale, NY 11735
Tax Map # District 0100 Section 94 Block 01 Lot 89.001

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Part I: User (Applicant) & Owner Data (if different)**1. User Data (Applicant):****A. User: Enzo Biochem Inc.**Address: 10 & 60 Executive BoulevardFarmingdale, NY 11735Federal Employer ID #: [REDACTED] Website: www.enzo.comNAICS Code: 551114

(The North American Industry Classification System (NAICS) is the standard used by federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. www.census.gov/eos/www/naics/)

Name of User Officer Certifying Application: [REDACTED]

Title of Officer: [REDACTED]

Phone Number: [REDACTED] E-mail: [REDACTED]

B. Business Type:Sole Proprietorship Partnership Privately Held Public Corporation Listed on NYSE: ENZState of Incorporation/Formation: New York**C. Nature of Business:**

(e.g., "manufacturer of _____ for _____ industry"; "distributor of _____")

Integrated diagnostic company selling products and services to commercial clinical laboratories and hospitals.**D. User Counsel:**Firm Name: Farrell Fritz, P.C.Address: 400 RXR PlazaUniondale, NY 11556Individual Attorney: Peter L. Curry, Esq.

Phone Number: (516) 227-0772 E-mail: pcurry@farrellfritz.com

E. Principal Stockholders, Members or Partners, if any, of the User (5% or more equity):

Name	Percent Owned
<u>Evermore Global Advisors</u>	<u>10.21%</u>
<u>Wellington Management Co. LLP</u>	<u>9.71%</u>
<u>Blackrock Fund Advisors</u>	<u>6.62%</u>
<u>Renaissance Technologies LLC</u>	<u>6.33%</u>

F. Has the User, or any subsidiary or affiliate of the User, or any stockholder, partner, member, officer, director, or other entity with which any of these individuals is or has been associated with:

- i. Ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

No

- ii. been convicted of a felony, or misdemeanor, or criminal offence (other than a motor vehicle violation)? (if yes, please explain)

No

G. If any of the above persons (see "E", above) or a group of them, owns more than 50% interest in the User, list all other organizations which are related to the User by virtue of such persons having more than a 50% interest in such organizations.

N/A

H. Is the User related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

N/A

I. List parent corporation, sister corporations and subsidiaries:

Enzo Clinical Labs, Inc., a New York Corporation

Enzo Life Sciences, Inc., a New York Corporation

Enzo Life Sciences (ELS) AG, in Lausen, Switzerland, a wholly-owned subsidiary of Enzo Life Sciences, Inc.

Enzo Therapeutics, Inc., a New York Corporation

Enzo Realty, LLC, a New York Corporation

- J. Has the User (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

No

- K. List major bank references of the User:

Citibank, NA; Wells Fargo, NA

2. Owner Data

*****(for co-applicants for assistance or where a landlord/tenant relationship will exist between the owner and the user)*****

- A. Owner (together with the User, the "Applicant"):

Address: N/A

N/A

Federal Employer ID #: N/A Website: N/A

NAICS Code: N/A

Name of Owner Officer Certifying Application: N/A

Title of Officer: N/A

Phone Number: N/A E-mail: N/A

- B. Business Type:

Sole Proprietorship

Partnership

Privately Held

Public Corporation

Listed on

State of Incorporation/Formation:

C. Nature of Business:

(e.g., "manufacturer of _____ for _____ industry"; "distributor of _____"; or "real estate holding company")

N/A

D. Are the User and the Owner Related Entities? Yes No

i. If yes, the remainder of the questions in this Part I, Section 2 (with the exception of "F" below) need not be answered if answered for the Owner.

ii. If no, please complete all questions below.

E. Owner's Counsel:

Firm Name: N/A

Address: N/A

N/A

Individual Attorney: N/A

Phone Number: N/A E-mail: N/A

F. Principal Stockholders or Partners, if any (5% or more equity):

Name

Percent Owned

G. Has the Owner, or any subsidiary or affiliate of the Owner, or any stockholder, partner, officer, director, or other entity with which any of these individuals is or has been associated with:

i. Ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

N/A

ii. been convicted of a felony, or criminal offence (other than a motor vehicle violation)? (if yes, please explain)

N/A

- H. If any of the above persons (see "F", above) or a group of them, owns more than 50% interest in the Owner, list all other organizations which are related to the Owner by virtue of such persons having more than 50% interest in such organizations.

N/A

- I. Is the Owner related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

N/A

- J. List parent corporation, sister corporations and subsidiaries:

N/A

- K. Has the Owner (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

N/A

- L. List major bank references of the Owner:

N/A

Part II – Operation at Current Location

1. Current Location Address:

10 Executive Boulevard, Farmingdale, NY

60 Executive Boulevard, Farmingdale, NY

5777 Hines Drive, Ann Arbor, Michigan

527 Madison Avenue, Suite 901, New York, NY 10022

2. Owned or Leased:

10 Executive Boulevard, Farmingdale = Owned

60 Executive Boulevard, Farmingdale = Leased

5777 Hines Drive, Ann Arbor = Leased

527 Madison Avenue, Suite 901, New York = Leased

3. Describe your present location (acreage, square footage, number of buildings, number of floors, etc.):

5777 Hines Drive, Michigan is approximately 27,000 square feet.

10 Executive Boulevard, Farmingdale is approximately 22,000 square feet.

60 Executive Boulevard, Farmingdale is approximately 44,000 square feet.

527 Madison Avenue, Suite 901, New York, NY 10022 is a small corporate office suite.

4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:

Manufacturing of clinical products and provider of laboratory services to physicians, laboratories and hospitals.

5. Are other facilities or related companies of the Applicant located within the State?

Yes No

- A. If yes, list the Address: 10 and 60 Executive Boulevard, Farmingdale, NY and 527 Madison Avenue, Suite 901, New York, NY 10022, which serves as a small corporate executive office.
6. If yes to above ("5"), will the completion of the project result in the removal of such facility or facilities from one area of the state to another OR in the abandonment of such facility or facilities located within the state? Yes No
- A. If no, please list how current facilities will be utilized: The current facilities will continue to operate as manufacturing, research and development, and distribution centers for Enzo. Acquisition of an additional building is absolutely necessary to support projected growth.
- B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:
- N/A
7. Has the Applicant actively considered sites in another state? Yes No
- A. If yes, please list states considered and explain: Enzo leases 27,000 square feet of space in Ann Arbor, Michigan for manufacturing. Enzo has seriously considered expanding operations in Ann Arbor and elsewhere evaluating locations. With a low cost tax structure, lower cost of living, abundance of talented biotech professionals, and proximity to academia, there are a number of locations under consideration.
8. Is the requested financial assistance reasonably necessary to prevent the Applicant from moving out of New York State? Yes No
- A. Please explain: Without financial assistance from the Babylon IDA, Enzo may consider relocating their business elsewhere.
9. Number of full-time employees at current location and average salary: 380 current full time employees and over 20 open positions with average salaries ranging from \$35,000 to \$80,000.

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i. Square footage: Approximately 35,800 sq. ft.

C. Demolition of an existing building Yes No
 i. Square footage:

D. Land to be cleared or disturbed Yes No
 i. Square footage/acreage:

E. Construction of addition to an existing building Yes No
 i. Square footage of addition:

ii. Total square footage upon completion:

F. Acquisition of an existing building Yes No
 i. Square footage of existing building: Approximately 35,800 sq. ft.

G. Installation of machinery and/or Equipment Yes No

i. List principal items or categories of equipment to be acquired:
Manufacturing equipment, laboratory equipment, office furniture, fixtures, telecommunications, lighting, computing, machinery for installation and use at 21 Executive Boulevard, 10 Executive Boulevard, and 60 Executive Boulevard.

4. Current Use at Proposed Location:

A. Does the Applicant currently hold fee title to the proposed location? No

i. If no, please list the present owner of the site: Building Blocks Redevelopment, Co. LLC

B. Present use of the proposed location: Office, warehouse, and distribution.

C. Is the proposed location currently subject to an IDA transaction (whether through this Agency or another?) Yes No

i. If yes, explain:

D. Is there a purchase contract for the site? (if yes, attach): Yes No

E. Is there an existing or proposed lease for the site? (if yes, attach): Yes No

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: Enzo will use 21, 10, and 60 Executive Boulevard for laboratory operations, manufacturing and distribution, research and development, product development, and related corporate office functions.

B. Proposed product lines and market demands: Current market size is in excess of \$7 billion and growing between 10-15% per year.

C. If any space is to be leased to third parties, indicate the tenant(s), total square footage of the project to be leased to each tenant, and the proposed use by each tenant:

N/A

D. Need/purpose for project (e.g., why it is necessary, effect on Applicant's business):

By creating a campus environment, Enzo will realize efficiencies across their business units. Enzo is expanding the area of molecular diagnostics. In addition, Enzo is cultivating business development opportunities in the area of therapeutics.

E. Will any portion of the project be used for the making of retail sales to customers who personally visit the project location? Yes No

i. If yes, what percentage of the project location will be utilized in connection with the sale of retail goods and/or services to customers who personally visit the project location?

6. Project Work:

A. Has construction work on this project begun? If yes, complete the following:

i. Site Clearance:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete
ii. Foundation:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete
iii. Footings:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete
iv. Steel:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete
v. Masonry:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete
vi. Other:			

B. What is the current zoning? G Industrial

C. Will the project meet zoning requirements at the proposed location?
Yes No

D. If a variance or change of zoning is required, please provide the details/status of the variance or change of zone request:

N/A

E. Have site plans been submitted to the appropriate planning department?

Yes No

7. Project Completion Schedule:

A. What is the proposed commencement date for the acquisition and the construction/renovation/equipping of the project?

i. Acquisition: August 2018

ii. Construction/Renovation/Equipping: September 2019

B. Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur: We are at an early planning stage at this time and unable to provide an estimate.

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Part IV – Project Costs and Financing

1. **Project Costs:**

- A. Give an accurate estimate of cost necessary for the acquisition, construction, renovation, improvement and/or equipping of the project location:

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	<u>\$6,000,000</u>
Building(s) demolition/construction	<u>\$0</u>
Building renovation	<u>\$3,000,000 (across all properties)</u>
Site Work	<u>\$200,000</u>
Machinery, Equipment & Information Technology	<u>\$3,400,000 (across all properties)</u>
Legal Fees	<u>\$50,000</u>
Architectural/Engineering Fees	<u>\$50,000</u>
Financial Charges	<u>\$0</u>
Other (Specify)	<u>\$800,000 (contingency; moving)</u>
Total	<u>\$13,500,000</u>

2. **Method of Financing:**

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	N/A	N/A
B. Taxable bond financing:	N/A	N/A
C. Conventional Mortgage:	\$ 4,500,000	10 years
D. SBA (504) or other governmental financing:	N/A	N/A
E. Public Sources (including sum of all State and Federal grants and tax credits):	TBD (Applying for NY State Excelsior Job Tax Credits)	
F. Other loans:	N/A	N/A
G. Owner/User equity contribution	\$ 9,000,000	N/A

Total Project Costs \$13,500,000

- i. What percentage of the project costs will be financed from public sector sources?

0

3. **Project Financing:** (***)Complete only if Bond Financing is being utilized(***)

- A. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? Yes No

- i. If yes, provide detail on a separate sheet.

- B. Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:

N/A

- C. Will any of the funds borrowed through Agency Bonds be used to repay or refinance an existing mortgage or outstanding loan? Give details:

N/A

- D. Has the Applicant made any arrangements for the marketing or the purchase of the bond or bonds? If so, indicate with whom:

N/A

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Part V – Project Benefits

1. **Mortgage Recording Tax Benefit:**

- A. Mortgage Amount for exemption (include sum total of construction/permanent/bridge financing):

\$4,500,000

- B. Estimated Mortgage Recording Tax Exemption (product of Mortgage Amount and current Mortgage Recording Tax Rate):

\$33,750

2. **Sales and Use Tax Benefit:**

- A. Gross amount of costs for goods and services that are subject to State and local Sales and use Tax (such amount to benefit from the Agency's exemption):

\$4,900,000

- B. Estimated State and local Sales and Use Tax exemption (product of current State and Local Sales and Use Tax Rate and figure above):

\$422,625.00

- C. If your project has a landlord/tenant (owner/user) arrangement, please provide a breakdown of the number in "B" above:

i. Owner: \$N/A

ii. User: \$N/A

3. **Real Property Tax Benefit:**

- A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency's PILOT benefit:

No

- B. Agency PILOT Benefit:

- i. Term of PILOT requested: 15 Year PILOT for three Enzo properties located in Town of Babylon.

- ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attached such information to Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit to be granted by the Agency.

This application will not be deemed complete and final until Exhibit A hereto has been completed and executed.

Part VI – Employment Data

- List the Applicant’s and each users present employment, and estimates of (i) employment at the proposed project location at the end of year one and year two following project completion and (ii) the number of residents of the Labor Market Area* (“LMA”) that would fill the full-time and part-time jobs at the end of year second year following completion:

	<u>Present</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>Residents of LMA</u>
Full-Time	<u>380**</u>	<u>420</u>	<u>440</u>	<u>460</u>	<u>415 (estimate)</u>

*The Labor Market Area includes the Town of Babylon, Nassau and Suffolk Counties.

** Enzo currently has 380 FTE across their Long Island facilities and 20 open positions that are actively working to fill.

Full-Time Employee shall mean, with respect to an Annual Period, an individual on the payroll of, receiving customary benefits from, and directly employed during such Annual Period by, any Company Group Entity (and excluding any individuals employed by temporary employment or similar agencies) and each of whom works within the Town for any Company Group Entity during such Annual Period on a “full-time basis” (i.e., working at least a 35-hour week, subject to customary vacation, holiday and sick leave).

**Agency converts Part-time staff to Full-Time Equivalent Employee as follows, with respect to an Annual Period, two (2) individuals on the payroll of, receiving customary benefits from, and directly employed during such Annual Period by, any Company Group Entity (and excluding any individuals employed by temporary employment or similar agencies) and each of whom works within the Town for any Company Group Entity during such Annual Period on a “part-time basis” (i.e., working at least a 20-hour week, subject to customary vacation, holiday and sick leave).

2. Salary and Fringe Benefits:

Category of Jobs to be Retained and Created	Number of Employees	Average Salary or Range of Salary	Average Fringe Benefits
Management*	<u>12 (Manhattan)</u>	<u>\$268,532</u>	<u>\$18,744</u>
Professional	<u>68</u>	<u>\$78,897</u>	<u>\$11,214</u>
Administrative	<u>181</u>	<u>\$42,130</u>	<u>\$10,082</u>
Production	<u>151</u>	<u>\$51,117</u>	<u>\$10,262</u>
Supervisor	<u>56</u>	<u>\$98,489</u>	<u>\$13,471</u>
Laborer	<u>0</u>	<u>0</u>	<u>0</u>
Other	<u>4</u>	<u>\$89,470</u>	<u>\$17,601</u>

*Not calculated for purposes of LI headcount.

Note: The Agency Reserves the right to visit the facility to confirm that job creation numbers are being met.

3. Annualized salary range of jobs to be created in the first two years (see question # 1).

FROM \$35,000 TO \$80,000

4. List the number of *Construction jobs (if applicable) to be created by the Applicants Project.

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
*Full-Time	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

**Part-Time

*Construction jobs are defined as full-time equivalents (FTE), or 2,080-hour units of labor (one construction period job equates to one full-time job for 1 year).

**A part-time or temporary job may be considered one job by other models, but would constitute only a fraction of a job. For example, if a laborer or craftsman worked only 3 months on a construction or renovation project (assuming no overtime), that would be considered one-quarter of a job.

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Part VII – Representations, Certifications and Indemnification

1. Is the Applicant in any litigation which would have a material adverse effect on the Applicant's financial condition? (if yes, furnish details on a separate sheet)

Yes No

2. Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to:

- a. Labor practices,
(with respect to workers and/or their working conditions and/or their wages, including but not limited to pending or threatened labor strikes, hand billing, consumer boycotts, mass demonstrations or other similar incidents; unfair labor practices complaints; incurred, or potentially incurred, liability including withdrawal liability with respect to an employee benefit plan, including a pension plan; any complaints, claims, proceedings or litigation arising from alleged discrimination in the hiring, firing, promoting, compensating or general treatment of employees. Please consider "discrimination" to include sexual harassment.)

Yes No (If yes, furnish details on a separate sheet)

- b. hazardous wastes, environmental pollution,

Yes No (If yes, furnish details on a separate sheet)

- c. other operating practice

Yes No (If yes, furnish details on a separate sheet)

3. Is there a likelihood that the Applicant would not proceed with this project without the Agency's assistance? (If yes, please explain why; if no, please explain why the Agency should grant the benefits requested)

Yes No

Alternative out of state options being considered for existing and expansion sites and for employment.

4. If the Applicant is unable to obtain financial assistance from the Agency for the project, what would be the impact on the Applicant and on the municipality?

Without the assistance of the Babylon IDA, Enzo would not move forward with the proposed expansion project in the Town of Babylon.

5. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

Initial

6. The Applicant understands and agrees that in accordance with Section 858-b(2) of the General Municipal Law, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the project will be listed with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the project is located (collectively, the "Referral Agencies"). The Applicant also agrees, that it will, except as otherwise provided by collective bargaining contracts or agreements to which they are parties, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies

Initial

7. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving financial assistance for the proposed project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

Initial

8. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.

Initial

9. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

Initial X

10. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the project occupant within the State is ineligible for financial assistance from the Agency, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or to discourage the project occupant from removing such other plant or facility to a location outside the State.

Initial X

11. The Applicant represents and warrants that to the Applicant's knowledge neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with who United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List or under any statute, executive order including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

Initial X

Initial after receipt and acceptance of Schedule A and Schedule B

12. The Applicant confirms and hereby acknowledges it has received the Agency's fee schedule attached hereto as Schedule A and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project.

Initial X

13. The Applicant hereby agrees to comply with Section 875 of the General Municipal Law. The Company further agrees that the financial assistance granted to the project by the Agency is subject to recapture pursuant to Section 875 of the Act and the Agency's Recapture Policy, attached hereto as Schedule B.

Initial  _____

Part VIII- Submission of Materials

Please send under separate cover all information directly to Agency Counsel:

William F. Dudine, Partner
Katten Muchin Rosenman LLP
575 Madison Avenue
New York, NY 10022-2585

1. Financial statements for the last two fiscal years (unless included in the Applicant's annual report).
2. Applicant's annual reports (or 10-K's if publicly held) for the two most recent fiscal years.
3. Quarterly reports (form 10-Q's) and current reports (form 8-K's) since the most recent annual report, if any.
4. In addition, please attach the financial information described in items A, B, and C of any expected guarantor of the proposed bond issue.
5. Completed Long Environmental Assessment Form.
6. Most recent quarterly filing of NYS Department of Labor Form 45, as well as the most recent fourth quarter filing. Please **remove or redact any employee Social Security numbers** and note the full-time equivalency for part-time employees.

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Part IX - Certification

James O'Brien (name of representative of company submitting application) deposes and says that he or she is the Executive Vice President, Finance of Enzo Biochem Inc., the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as information acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Town of Babylon Industrial Development Agency (hereinafter referred to as the "Agency") in connection with this Application, the attendant negotiations and all matters relating to the provision of financial assistance to which this Application relates, whether or not ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action or withdraws, abandons, cancels or neglects the application or if the Applicant is unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees to bond or transaction counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all other appropriate fees, which amounts are payable at closing.

Representative of Applicant

Sworn to me before this

26th day of July, 2018



Town of Babylon Industrial Development Agency

EXHIBIT A

Proposed PILOT Schedule

Upon acceptance of the Application and completion of the Cost Benefit Analysis, the Agency will attach the proposed PILOT Schedule, together with the estimates of net exemptions based on estimated tax rates and assessment values to this Exhibit.

Exhibit A

Payments in Lieu of Taxes on the Land and the Buildings:

For the period commencing on the PILOT Commencement Date (hereinafter defined) until the Abatement Termination Date or (ii) the date on which the Agency no longer owns the Facility Realty, the Lessee shall make payment in lieu of real estate taxes (the "PILOT Payments"), as follows:

Definitions

- X = the then current assessed value of Facility Realty from time to time
- PILOT Commencement Date = the Taxable Status Date of the Town immediately following the date hereof.
- Normal Tax Due = those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Babylon (including any existing incorporated village or any village which may be or may have been incorporated after the date hereof, within which the Project is wholly or partially located) which are or may be imposed for special improvements or special district improvements, which the Lessee would pay without exemption.
- Tax Year = the Tax Year of the Town commencing each December 1 and ending the following November 30.

Tax Year

1	0% Normal Tax Due on X
2	6.667% Normal Tax Due on X
3	13.334% Normal Tax Due on X
4	20.000% Normal Tax Due on X
5	26.667% Normal Tax Due on X
6	33.334% Normal Tax Due on X
7	40.000% Normal Tax Due on X
8	46.667% Normal Tax Due on X
9	53.334% Normal Tax Due on X
10	60.000% Normal Tax Due on X
11	66.667% Normal Tax Due on X
12	73.334% Normal Tax Due on X
13	80.000% Normal Tax Due on X
14	86.667% Normal Tax Due on X
15	93.334% Normal Tax Due on X
16 and thereafter	100% Normal Tax Due on X

The tax benefits provided for in this subsection shall be deemed to commence on the PILOT Commencement Date. In no event shall the Lessee be entitled to receive real property tax benefits due to the Project under this agreement for a period longer than the period set forth in the formula immediately above. Notwithstanding the foregoing schedule, the Lessee further covenants and agrees that for any period that the Agency continues to hold title to the Facility after termination, the Lessee shall pay 100% of the Normal Tax Due on X together with any special assessment and services charges relating to the Facility whichever may be imposed for special district improvements in accordance with the provisions of this Section.

**Exhibit A
Estimate of Net exemptions**

Tax Savings for property with physical address of:

July 11, 2018

**Enzo Biochem Inc.
10 Executive Bl 0100 094.00 01.00 088.002
21 Executive Bl 0100 094.00 01.00 086.003
60 Executive Bl 0100 094.00 01.00 089.001
Farmingdale, NY 11735 (EF SD)**

Assuming:

Assessed Value of:	106930	
2017-2018 Tax without Exemption		319,566
2017-2018 Tax Rate of:	286.9325	
Rate Increment of:	2.00%	
PILOT number of years	15	
Abatements starting at	100%	

Number of Years	Abatement %	PILOT %	Estimated Taxes To be Paid	Estimated Savings
1	100.0%	0.0%	\$ 12,749	\$ 319,100
2	93.3%	6.7%	34,451	303,750
3	86.7%	13.3%	57,021	287,700
4	80.0%	20.0%	80,486	270,900
5	73.3%	26.7%	104,871	253,250
6	66.7%	33.3%	130,172	234,900
7	60.0%	40.0%	156,481	215,600
8	53.3%	46.7%	183,796	195,500
9	46.7%	53.3%	212,146	174,450
10	40.0%	60.0%	241,561	152,550
11	33.3%	66.7%	272,074	129,650
12	26.7%	73.3%	303,715	105,800
13	20.0%	80.0%	336,480	80,950
14	13.3%	86.7%	370,478	55,050
15	6.7%	93.3%	405,707	28,050
	Estimate Taxes to be paid		\$ 2,902,188	
	Estimated Savings			\$ 2,807,200

SCHEDULE A

Agency's Fee Schedule

Schedule A

Agency's Fee Schedule

Enzo Biochem Inc.			Application	7/11/2018
Acquisition & Renovation of:				
21 Executive BI				
0100 094.00 01.00 086.003		38000		
Upgrade Laboratory				
10 Executive BI				
0100 094.00 01.00 088.002		25000		
60 Executive BI				
0100 094.00 01.00 089.001		43930		
Application Fee				\$ 1,500
Public Hearing Notice				\$ 800
		2018-2019		
		Uniform% of		
		Value		
	<i>AV</i>	<i>0.007</i>		
<i>.75% of FMV of existing building</i>	68,930	9,847,143	0.75%	\$ 73,855
Acquisition	pg 14	6,000,000	1.25%	75,000
Bldg Renovations	pg 14	3,000,000	1.25%	37,500
Site Work	pg 14	200,000	1.25%	2,500
Machinery, Equip & IT	pg 14	3,400,000	1.25%	42,500
Arch & Engineering fees	pg 14	50,000	1.25%	625
Soft Costs (Contig & Legal)	pg 14	850,000		
Project Costs	pg 14	13,500,000		
Estimated Savings			1%	32,635
Estimated Closing Fee				\$ 264,615
				\$ 264,615
				<hr/>
				\$ 266,915
Estimated Savings		15 @ 100		2,807,200
0.75 Est Mtg Rec	pg 16	4,500,000		33,750
0.08625 Sales Tax - Reno & Equip	pg 16	4,900,000		422,625
				3,263,575
			1%	
			\$	32,635

SCHEDULE B

Agency's Recapture Policy

SCHEDULE B

Recapture of Agency Benefits. It is understood and agreed by the parties to this Agreement that the Agency is entering into this Agreement in order to provide financial assistance to the Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, the Lessee hereby agrees as follows:

(a)(i) If there shall occur a Recapture Event after the date hereof, the Lessee or the Sublessee shall pay to the Agency as a return of public benefits conferred by the Agency, the following amounts:

(A) one hundred per cent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first five (5) years after the date hereof;

(B) eighty per cent (80%) of the Benefits if the Recapture Event occurs during the period from the sixty (6th) year through and including the eighth (8th) year after the date hereof;

(C) sixty per cent (60%) of the Benefits if the Recapture Event occurs during the ninth (9th) year after the date hereof;

(D) forty per cent (40%) of the Benefits if the Recapture Event occurs during the tenth (10th) year after the date hereof; or

(E) twenty per cent (20%) of the Benefits if the Recapture Event occurs during the eleventh (11th) year after the date hereof.

As used in this Section, the term “Benefits” shall mean, collectively:

(1) all real estate tax benefits which have accrued to the benefit of the Lessee or the Sublessee commencing from and after the “Commencement Date”, and during the period of time that the Agency is the owner of the Facility, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under Section 4.3 hereof from those payments which the Lessee or the Sublessee would have been required to pay during the term of this Agreement (within the meaning of Section 3.2 hereof) had the Town determined the amount of such real estate taxes as would be due if the Lessee had been the owner of the Facility Realty during such term; and

(2) all miscellaneous benefits derived from the Agency’s participation in the straight-lease transaction contemplated by this Agreement, including, but not limited to, any exemption from any applicable state or local sales and use tax, mortgage recording tax and filing and recording fees accruing from and after the date hereof.

As used in this Section, the term "Recapture Event" shall mean any of the following events:

- (1) The Lessee or the Sublessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship);
- (2) The Lessee or the Sublessee shall have ceased all or substantially all of its operations at the Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the Town) through no force majeure event;
- (3) The Lessee or the Sublessee shall have transferred all or substantially all of its employees within the Town to a location outside of the Town through no force majeure event;
- (4) The Lessee or the Sublessee shall have subleased all or any portion of the Facility in violation of the limitations imposed by Section 9.3 hereof, without the prior written consent of the Agency;
- (5) The Lessee or the Sublessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility; or
- (6) Base Employment Reduction Percentage shall be greater than fifteen percent (15%) due to a Relocation Reduction occurring with respect to an Annual Period.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Facility, or (ii) the inability at law of the Lessee to rebuild, repair, restore or replace the Facility after the occurrence of a Loss Event to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of the Lessee or any Affiliate.

(b) The Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Facility or any portion thereof made within twelve (12) years of the Commencement Date, which notification shall set forth the terms of such Recapture Event and/or disposition.

(c) In the event any payment owing by the Lessee or the Sublessee under this Section shall not be paid on demand by the Lessee or the Sublessee, such payment shall bear interest from the date of such demand at the then current interest rate imposed on delinquent payments of real property taxes until the Lessee or the Sublessee shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.

(d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Lessee or the Sublessee under this Section.

(e) The provisions of this Section shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

Appendix B
Short Environmental Assessment Form

Attached

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Enzo Blochem Inc.			
Project Location (describe, and attach a location map): 10 Executive Boulevard, Farmingdale, NY; 60 Executive Boulevard, Farmingdale, NY; 21 Executive Boulevard, Farmingdale, NY			
Brief Description of Proposed Action: 1. Upgrade and renovate 10 Executive Boulevard, Farmingdale, NY; 2. Upgrade and renovate 60 Executive Boulevard, Farmingdale, NY; 3. Acquire and renovate 21 Executive Boulevard, Farmingdale, NY.			
Name of Applicant or Sponsor: James O'Brien		Telephone: (631) 755-5500 E-Mail: jobrien@enzo.com	
Address: 60 Executive Boulevard			
City/PO: Farmingdale		State: NY	Zip Code: 11735
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 4 acres			
b. Total acreage to be physically disturbed? _____ 0 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 4 acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES	
	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p>		
<p>Applicant/sponsor name: <u>James MBSM</u></p>		<p>Date: <u>7/26/2018</u></p>
<p>Signature: <u>[Signature]</u></p>		

