

**RESOLUTION AUTHORIZING THE TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") TO ENTER INTO A FIRST AMENDMENT TO LEASE AND PROJECT AGREEMENT WITH ENZO CLINICAL LABS, INC. (THE "COMPANY")**

**WHEREAS**, the New York State Industrial Development Agency Act, 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**") authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, 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, to the end that such agencies may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

**WHEREAS**, pursuant to and in accordance with the provisions of the Enabling Act, as amended, and Chapter 177 of the Laws of 1973 of the State, as amended (collectively, the "**Act**"), the Agency was created for the benefit of the Town of Babylon and the inhabitants thereof; and

**WHEREAS**, pursuant to a resolution of the Agency dated August 14, 2018 the Agency granted certain financial assistance to Enzo Clinical Labs, Inc., a corporation organized and existing under the laws of the State of New York with respect to a project (the "**Project**") consisting of the upgrading, renovation and equipping of that certain approximately 44,000 square foot commercial facility located at 60 Executive Boulevard, Farmingdale, New York (the "**Land**") and the acquisition and installation of certain equipment and personal property therefor (the "**Facility Equipment**"), all for use by the Company as an office, research and development, laboratory, distribution and manufacturing facility (the Land, the Improvements, including renovation and reconstruction thereof, and the Facility Equipment, collectively, the "**Facility**"); and

**WHEREAS**, with respect to the Project and the Facility the Company and the Agency entered into a Company Lease Agreement (the "**Company Lease**"), and the Agency and the Company entered into a Lease and Project Agreement (the "**Project Agreement**" each dated November 27, 2018 (collectively, the "**Straight Lease Documents**"); and

**WHEREAS**, pursuant to Section 8.11 of the Project Agreement the Company was obligated to by the third year anniversary after completion of the project and thereafter through the lease term to employ 460 full time employees ("**FTEs**"); and

**WHEREAS** in July, 2023 the Company sold their clinical laboratory division reducing the number of FTEs and requiring an amendment to the Payment-In-Lieu-Of-Taxes ("**PILOT**") in the Lease and Project Agreement (annexed hereto as Exhibit A, Amended PILOT Schedule).

**NOW, THEREFORE, BE IT DETERMINED, APPROVED AND RESOLVED** by the members of the Agency as follows:

The Town of Babylon Industrial Development Agency is authorized to enter into a First Amendment to Lease and Project Agreement with Enzo Clinical Labs, Inc.

Section 1. Thomas E. Dolan, as Chief Executive Officer or any successor Chief Executive Officer (the "Chief Executive Officer") or any other Authorized Representative, is hereby authorized, on behalf of the Agency, to execute and deliver any other agreements or certificates consistent herewith or therewith (hereinafter collectively called the "Agency Documents"), all in form acceptable to the Chief Executive Officer and Counsel to the Agency, with such changes, variations, omissions, and insertions in the Agency Documents as the Chief Executive Officer or any other Authorized Representative of the Agency shall upon advice of counsel approve. The execution and delivery thereof by the Chief Executive Officer shall constitute conclusive evidence of such approval.

The Chief Executive Officer or any other Authorized Representatives are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives including the Chairman and the Secretary of the Agency, to execute any Agency Documents or certificates of the Agency authorized pursuant to this Resolution and determine the terms of the Agency Documents.

The Secretary or Counsel to the Agency is hereby authorized to attest to the Chief Executive Officer's or any other Authorized Representative's signature on the foregoing documents and to impress or affix the seal or facsimile seal of the Agency thereto.

Section 2. The Chief Executive Officer, the Chief Financial Officer, the Chairman or the Secretary and any member of the Agency (as used in this resolution, the "Authorized Representatives") are hereby designated the authorized representatives of the Agency and each of them is hereby authorized and directed to cause the transactions as described herein to be undertaken and in relation thereto, to execute and deliver any and all papers, instruments, agreements, opinions, certificates, affidavits and other documents, and to do and cause to be done any and all acts and things necessary or proper for carrying out this resolution, and the Agency Documents including such changes or revisions in the forms of such documents as may be requested by counsel to the Agency.

Section 3. 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 Agency Documents, and to execute and deliver all such additional certificates, instruments, agreements, and documents, 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 Agency Documents binding upon the Agency.

Section 4. All covenants, stipulations, obligations and agreements of the Agency contained in this resolution, and the Agency Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the agency to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Agency and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Agency or the members thereof by the provisions of this resolution, and the Agency Documents shall be exercised or performed by the Agency or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

Section 5. No covenant, stipulation, obligation or agreement contained in this resolution, or the Agency Documents shall be deemed to be covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency or the Town of Babylon in his or their individual capacity and neither the members of the Agency nor any officer shall be liable personally on the Agency Documents or be subject to any personal liability or accountability by reason of the execution thereof.

Section 6. This resolution shall take effect immediately.

## Exhibit A

### Amended PILOT Schedule

For the period commencing on the Abatement Commencement Date (hereinafter defined) until the earlier of (i) the Abatement Termination Date (as defined in **Schedule A** to the Lease Agreement to which this Exhibit C is attached) or (ii) the date on which the Agency no longer maintains a leasehold interest in the Facility Realty, the Company 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 as determined by the Town Assessor, provided that the assessed value with respect to the first tax year of the PILOT Schedule (December 1, 2019, to November 30, 2020) will be assessed value of the Facility Realty on December 1, 2019.

Abatement  
Commencement Date = December 1, 2019.

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 of 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 Company would pay without exemption.

Tax Year = the Tax Year of the Town commencing each December 1 and ending the following November 30 commencing December 1, 2019.

#### Payment

##### 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	63.334% Normal Tax Due on X
6	66.667% Normal Tax Due on X
7	70.000% Normal Tax Due on X

8	73.334% Normal Tax Due on X
9	76.667% Normal Tax Due on X
10	80.000% Normal Tax Due on X
11	83.334% Normal Tax Due on X
12	86.667% Normal Tax Due on X
13	90.000% Normal Tax Due on X
14	93.334% Normal Tax Due on X
15	96.667% Normal Tax Due on X
16 and thereafter	100% Normal Tax Due on X

The tax benefits provided for in this schedule shall be deemed to commence on the Abatement Commencement Date. In no event shall the Company be entitled to receive real property tax benefits due to the Project under the Lease Agreement for a period longer than the period set forth in the formula immediately above. Notwithstanding the foregoing schedule, the Company further covenants and agrees that for any period that the Agency continues to hold a leasehold interest in the Facility after the Abatement Termination Date, the Company 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 Section 5.1 of the Lease Agreement.

STATE OF NEW YORK     )

) ss.:

COUNTY OF SUFFOLK     )

I, Paulette LaBorne, the duly elected, qualified Secretary of the Town of Babylon Industrial Development Agency (the "Agency"), hereby certify that:

1. The foregoing is a true, correct and complete copy of the record of proceedings of the Agency had and taken at a lawful meeting of the Agency held at the Old Town Hall, 47 West Main Street, Babylon, New York on September 20, 2023, commencing at the hour of 8:00 A.M., as recorded in the regular official book, of the proceedings of the Agency, those proceedings were duly had and taken as shown therein the meeting shown therein was duly held, and the persons named therein were present at that meeting as shown therein.

2. All members of the Agency and the public were duly notified of that meeting pursuant to law.

IN WITNESS WHEREOF, I have signed this certificate and affixed the seal of the Agency the 20th day of September, 2023.



Secretary, Town of Babylon Industrial Development Agency

(SEAL)