FIRST AMENDMENT TO
PAYMENT IN LIEU OF TAX AGREEMENT

THIS FIRST AMENDMENT TO PAYMENT IN LIEU OF TAX AGREEMENT, dated as of this 1st day of September, 2018 (the "First PILOT Amendment"), is by and between the **TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 401 East State Street, Suite 402B, Ithaca, New York 14850 (the "Agency"), and **HANCOCK & FIRST, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having a business address of c/o Ithaca Neighborhood Housing Services, 115 West Clinton Street, Ithaca, New York 14850 (the "Company").

WHEREAS, the Agency was created pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended by Chapter 535 of the Laws of 1971, of the State of New York (collectively, the "Act"), as a body corporate of the State of New York; and

WHEREAS, the Agency and the Company executed a certain Payment In Lieu Of Tax Agreement, dated as of June 30, 2016 (the "PILOT Agreement"), for the benefit of the City of Ithaca ("City"), County of Tompkins ("County"), and the Ithaca City School District ("School"; and collectively, the "Affected Tax Jurisdictions"), in connection with a certain project (the "Project") undertaken by the Company, as agent of the Agency, consisting of: (i) the Agency taking title, possession or control (by deed, lease, license or otherwise) of a certain parcel of land commonly known as 210 Hancock Street in the City of Ithaca, County of Tompkins, New York (the "Land"); (ii) the construction and equipping thereon of (a) an approximately sixty-five thousand (65,000) square-foot, four (4) story mixed-use building containing fifty-four (54) one- and two-bedroom apartments, (b) related amenities, including but not limited to, a community room, a leasing office, a Head Start facility, commercial office space, and covered parking, (c) an approximately six thousand six hundred (6,600) square-foot building containing five (5) three-bedroom townhouses, and (d) a playground (collectively, the "Improvements"); and (iii) the acquisition and installation by the Company in and around the Land and the Improvements of items of equipment and other tangible personal property (collectively, the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, Section 1(b) of the PILOT Agreement incorrectly states the real property tax abatement provided by the Agency to the Company applies only to the increase in assessed valuation of the Improvements (not including the Land); and

WHEREAS, the Agency and the Company intended that the benefits provided under the PILOT Agreement apply to all land and improvements constituting the Facility (including the Land); and

WHEREAS, the Agency and the Company desire to amend the PILOT Agreement in accordance with the terms of this First PILOT Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Sub-subsections 1(b)(i) and (ii) of the PILOT Agreement are deleted in their entirety.

2. Subsection 1(b) of the PILOT Agreement is hereby replaced to read as follows:

> (b) It is agreed and understood by the parties that a leasehold interest in the total premises at 210 Hancock Street in the City of Ithaca, Tompkins County, New York (tax parcel 35.-3-3.2), upon which an approximately 65,000-square-foot, four-story mixed-use building containing fifty-four one- and two-bedroom apartments, a community room, a leasing office, a Head Start facility, commercial office space, and covered parking; an approximately 6,600-square-foot building containing five three-bedroom townhouses; and a playground are to be constructed, has been conveyed to the Agency. As long as the total premises are leased to the Agency and, therefore, exempt from general real property taxation, the Company agrees to pay annually to such Taxing Jurisdictions, i.e., the City of Ithaca, the County of Tompkins, and the Ithaca City School District (or cause any mortgagee to release any escrow for payments hereunder annually to such Taxing Jurisdiction), as a payment in lieu of general real property taxes respecting the conveyed premises the amounts set forth in Schedule A attached hereto.

3. This First PILOT Amendment shall be effective as of the date of the PILOT Agreement, and the Facility (including the Land) shall be exempt from taxation as of the applicable taxable status date. In the event the Company receives a tax or other bill in excess of the amounts due hereunder (Schedule A) and pays such excess amount to the Affected Tax Jurisdictions (or any other party), the Company shall receive a credit for such excess payment in the following year.

4. Unless otherwise amended pursuant to the terms contained herein, the terms of the PILOT Agreement shall remain unchanged and are incorporated herein by reference as if fully restated herein.

5. This First PILOT Amendment may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this First PILOT Amendment as of the day and year written below.

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Dated: ~~September~~ October 5, 2018

By: ____________________
Name: Heather D. McDaniel
Title: Administrative Director

Dated: September __, 2018

HANCOCK & FIRST, LLC

By: ____________________
Name: Scott Reynolds
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have executed this First PILOT Amendment as of the day and year written below.

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Dated: September __, 2018

By: ______________________________
Name: Heather D. McDaniel
Title: Administrative Director

Dated: September 27, 2018

HANCOCK & FIRST, LLC

By: ______________________________
Name: Scott Reynolds
Title: Secretary

EXHIBIT A

SCHEDULE A

Payment-in-Lieu-of-Tax ("PILOT") Agreement abatement schedule

- Total annual payment to taxing jurisdictions = 12% of net operating income

- Net operating income = the actual or anticipated income that remains after all operating expenses are deducted from effective gross income, but before mortgage debt service, real estate taxes, and book depreciation are deducted. Income includes both actual rent paid by tenants and any rental subsidies paid by any other institution.

- The Company will deliver to the Tompkins County Department of Assessment no later than April 15 of each year an audited financial statement to be used in determining the net operating income of the prior year.

YEAR OF EXEMPTION	TAXES AFFECTED
1 (based on 2015 income year)	2016-17 School; 2017 Town & County; 2017 City
2 (based on 2016 income year)	2017-18 School; 2018 Town & County; 2018 City
3 (based on 2017 income year)	2018-19 School; 2019 Town & County; 2019 City
4 (based on 2018 income year)	2019-20 School; 2020 Town & County; 2020 City
5 (based on 2019 income year)	2020-21 School; 2021 Town & County; 2021 City
6 (based on 2020 income year)	2021-22 School; 2022 Town & County; 2022 City
7 (based on 2021 income year)	2022-23 School; 2023 Town & County; 2023 City
8 (based on 2022 income year)	2023-24 School; 2024 Town & County; 2024 City
9 (based on 2023 income year)	2024-25 School; 2025 Town & County; 2025 City
10 (based on 2024 income year)	2025-26 School; 2026 Town & County; 2026 City
11 (based on 2025 income year)	2026-27 School; 2027 Town & County; 2027 City
12 (based on 2026 income year)	2027-28 School; 2028 Town & County; 2028 City
13 (based on 2027 income year)	2028-29 School; 2029 Town & County; 2029 City
14 (based on 2028 income year)	2029-30 School; 2030 Town & County; 2030 City
15 (based on 2029 income year)	2030-31 School; 2031 Town & County; 2031 City
16 (based on 2030 income year)	2031-32 School; 2032 Town & County; 2032 City
17 (based on 2031 income year)	2032-33 School; 2033 Town & County; 2033 City
18 (based on 2032 income year)	2033-34 School; 2034 Town & County; 2034 City
19 (based on 2033 income year)	2034-35 School; 2035 Town & County; 2035 City
20 (based on 2034 income year)	2035-36 School; 2036 Town & County; 2036 City
21 (based on 2035 income year)	2036-37 School; 2037 Town & County; 2037 City
22 (based on 2036 income year)	2037-38 School; 2038 Town & County; 2038 City
23 (based on 2037 income year)	2038-39 School; 2039 Town & County; 2039 City
24 (based on 2039 income year)	2039-40 School; 2040 Town & County; 2040 City
25 (based on 2040 income year)	2040-41 School; 2041 Town & County; 2041 City
26 (based on 2041 income year)	2041-42 School; 2042 Town & County; 2042 City

27 (based on 2042 income year)	2042-43 School; 2043 Town & County; 2043 City
28 (based on 2043 income year)	2043-44 School; 2044 Town & County; 2044 City
29 (based on 2044 income year)	2044-45 School; 2045 Town & County; 2045 City
30 (based on 2045 income year)	2045-46 School; 2046 Town & County; 2046 City
31 Thereafter	no abatement, full taxes paid