

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

ITHACA DOWNTOWN ASSOCIATES, LLC

**FIRST AMENDMENT TO
PAYMENT-IN-LIEU-OF-TAX AGREEMENT**

Tax Map Nos.

69.-1-6.2, -3, and part of -8

Affected Taxing Jurisdictions:

County of Tompkins
City of Ithaca
Ithaca City School District

Dated as of May 1, 2019

FIRST AMENDMENT TO PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS **FIRST AMENDMENT TO PAYMENT-IN-LIEU-OF-TAX AGREEMENT**, dated as of May 1, 2019 (the "First Amendment to PILOT"), is by and between **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 **ITHACA DOWNTOWN ASSOCIATES, LLC**, a limited liability company formed and existing under the laws of the State of New York, with offices at 337 Elmira Road, Ithaca, New York 14580 (the "Company").

WITNESSETH:

WHEREAS, the Agency and the Company entered into that certain Payment-In-Lieu-Of-Tax Agreement, dated as of September 29, 2016 (the "PILOT Agreement"), relating to real property tax payments to be made to Tompkins County, the City of Ithaca and the Ithaca City School District (collectively, the "Affected Tax Jurisdictions") in connection with a certain project (the "Project"), consisting of: (A) the acquisition by the Agency of a leasehold interest in approximately 0.517 acres of land located at 310-312 and 320-324 East State Street, City of Ithaca, Tompkins County, New York (being more particularly identified as tax map identification numbers 69.-1-6.2, -3 and part of -8) (the "Land") and the existing improvements thereon (the "Existing Improvements"); (B) the acquisition, construction and equipping on the Land of an approximately seven-story, 74,475 square foot building consisting of a boutique hotel with café and bar, retreat area, public restrooms, garden patio, approximately 2,000 square feet of retail space, fitness room, board room, meeting room, roof terrace and approximately one hundred twenty-three (123) guest rooms (collectively, the "Improvements"); and (C) the acquisition by the Company in and around the Existing Improvements and the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, the Agency and the Company now desire to amend the PILOT Agreement to revise the payment-in-lieu-of-tax schedule ("PILOT Schedule") described therein.

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

The PILOT Agreement is amended as follows:

1. The PILOT Schedule described in Section 1(b)(ii) of the PILOT Agreement is hereby deleted in its entirety and shall be replaced with the PILOT Schedule attached hereto as **Schedule A**.
2. Anywhere reference is made to the PILOT Schedule described in Section 1(b)(ii) shall now mean the PILOT Schedule set forth on **Schedule A** attached hereto.

3. Except as expressly amended herein, all of the terms of and provisions of the PILOT Agreement are hereby ratified and confirmed, and all the terms, provisions and conditions thereof shall be and remain in full force and effect, and this First Amendment to PILOT and all of its terms, provisions and conditions shall be deemed to be a part of the PILOT Agreement.

4. All references in the PILOT Agreement to "this PILOT Agreement" or words of similar import, and the terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in the PILOT Agreement, shall be deemed to refer to the PILOT Agreement as amended by this First Amendment to PILOT.

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

6. This First Amendment to PILOT shall be governed by, and construed in accordance with, the laws of the State of New York.

7. The terms of this First Amendment to PILOT are and shall be binding upon and inure to the benefit of each of the parties hereto and its respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

[Signature Page to First Amendment to PILOT Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this First Amendment to PILOT Agreement to be executed in their respective names, all as of the date first above written.

**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

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

**ITHACA DOWNTOWN ASSOCIATES,
LLC**

By: _____
Name: Neil H. Patel
Title: Managing Member

[Signature Page to First Amendment to PILOT Agreement]

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**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

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

ITHACA DOWNTOWN ASSOCIATES, LLC

By: _____
Name: Neil H. Patel
Title: Managing Member

SCHEDULE A

PILOT SCHEDULE

<u>YEAR OF EXEMPTION</u>	<u>TAXES</u>	TAXING JURISDICTIONS PAYMENT IN LIEU OF TAX FOR ASSESSED VALUE OF <u>IMPROVEMENTS</u>
1	2018-19 School; 2019 County, 2019 City	0%
2	2019-20 School; 2020 County, 2020 City	100%
3	2020-21 School; 2021 County, 2021 City	0%
4	2021-22 School; 2022 County, 2022 City	10%
5	2022-23 School; 2023 County, 2023 City	20%
6	2023-24 School; 2024 County, 2024 City	30%
7	2024-25 School; 2025 County, 2025 City	40%
8	2025-26 School; 2026 County, 2026 City	50%
9	2026-27 School; 2027 County, 2027 City	60%
10	2027-28 School; 2028 County, 2028 City	70%
11 and thereafter		100% (full taxes paid)