

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

PG CARPENTER PARK MIXED USE, LLC

FIRST AMENDMENT TO TAX AGREEMENT

Dated as of June 1, 2024

Tax Map Number:
Portion of 36.-1-3.51

Address:
Third Street
City of Ithaca
Tompkins County, New York

FIRST AMENDMENT TO TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT (this "Amendment") is made as of June 1, 2024 (the "Effective Date") and is by and between **TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices located at 119 E. Seneca Street, Suite 200, Ithaca, New York 14850 (the "Agency") and **PG CARPENTER PARK MIXED USE, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, with offices at 46 Prince Street, Suite 2003, Rochester, New York 14607 (the "Company").

WHEREAS, the Company and the Agency entered into that certain Tax Agreement dated as of December 1, 2021 (the "Tax Agreement") pursuant to which the Company receives certain real property tax benefits relating to the Facility (as such term is defined in the Tax Agreement); and

WHEREAS, the Tax Agreement expires on December 31, 2034; and

WHEREAS, the parties hereto wish to modify the Tax Agreement to allow for maximization of real property tax exemption benefits by (i) extending the term of the Tax Agreement, such that the Tax Agreement expires on December 31, 2037; and (ii) amending **Schedule A** to the Tax Agreement to reflect such extended term in the form attached hereto as **Exhibit A**.

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

1. All of the recitals contained above are hereby incorporated herein by reference.
2. Section 1.5 "Period of Benefits" is hereby amended and replaced in its entirety as follows:

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2027/2028** School District tax year through the **2036/2037** School District tax year, and (ii) the **2028** County and City tax years through the **2037** County and City tax years. This Tax Agreement **shall expire on December 31, 2037**; *provided, however*, the Company shall pay the 2037/2038 School District tax bill and the 2038 County and City tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that, during the term hereof, it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to

the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPLT"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

3. **Schedule A** is hereby replaced in its entirety with **Schedule A** attached hereto as **Exhibit A**.

4. Except as modified by the terms of this Amendment, all other terms, covenants and conditions of the Tax Agreement are hereby ratified and confirmed.

5. All terms used but not defined herein shall have that meaning given to them in the Tax Agreement.

6. To the extent of any inconsistencies between this Amendment and the Tax Agreement, the terms of this Amendment shall control.

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

[Remainder of Page Intentionally Left Blank]

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Heather McDaniel
Title: Administrative Director

PG CARPENTER PARK MIXED USE, LLC

By: _____
Name: Andrew Bodewes
Title: Authorized Person

EXHIBIT A

SCHEDULE A (MIXED-USE)

TO

TAX AGREEMENT DATED AS OF

DECEMBER 1, 2021 AS AMENDED JUNE 1, 2024, BY AND BETWEEN

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

PG CARPENTER PARK MIXED USE, LLC

"Total Tax Payment" shall mean an amount equal to the following:

| Tax Year | City and County Tax Year | School District Tax Year | Total Taxable Valuation |
|-----------------|----------------------------------|--|--|
| Interim | 2023; 2024; 2025; 2026 & 2027 | 2022/2023; 2023/2024; 2024/2025; 2025/2026 & 2026/2027 | Interim Valuation |
| 1 | 2028 | 2027/2028 | Base Valuation, plus (Added Value of Improvements x .00) |
| 2 | 2029 | 2028/2029 | Base Valuation, plus (Added Value of Improvements x .00) |
| 3 | 2030 | 2029/2030 | Base Valuation, plus (Added Value of Improvements x .10) |
| 4 | 2031 | 2030/2031 | Base Valuation, plus (Added Value of Improvements x .20) |
| 5 | 2032 | 2031/2032 | Base Valuation, plus (Added Value of Improvements x .30) |
| 6 | 2033 | 2032/2033 | Base Valuation, plus (Added Value of Improvements x .40) |
| 7 | 2034 | 2033/2034 | Base Valuation, plus (Added Value of Improvements x .40) |
| 8 | 2035 | 2034/2035 | Base Valuation, plus (Added Value of Improvements x .50) |
| 9 | 2036 | 2035/2036 | Base Valuation, plus (Added Value of Improvements x .60) |
| 10 | 2037 | 2036/2037 | Base Valuation, plus (Added Value of Improvements x .70) |

During the Interim Tax Years, the Interim Valuation shall be frozen at \$2,143,697, the value of which reflects the assessed value of the Land as of the date of this Tax Agreement prior to the completion of any Improvements.

During Tax Years 1 through 10, the Company shall continue to pay full taxes based on the assessed value of the Land (the "Base Valuation"). During the term of this Tax Agreement, the Base Valuation of the Land shall be increased from time to time by the percentage increase in the assessed valuation in all taxable real property in the City of Ithaca, Tompkins County, New York, as of the respective tax status date for the tax year for which the recalculation is being made.

The Total Taxable Valuation shall be calculated such that a graduated abatement factor ("Abatement Factor") shall be applied to the increased assessed valuation attributable to the Improvements made to the Facility by the Company, as an agent of the Agency (the "Added Value"). The abatement schedule shall allow for a one hundred percent (100%) exemption from taxation for the Added Value of the Improvements in Tax Years 1 and 2, a ninety percent (90%) exemption from taxation for the Added Value of the Improvements in Tax Year 3, an eighty percent (80%) exemption from taxation for the Added Value of the Improvements in Tax Year 4, a seventy percent (70%) exemption from taxation for the Added Value of the Improvements in Tax Year 5, a sixty percent (60%) exemption from taxation for the Added Value of the Improvements in Tax Years 6 and 7, a fifty percent (50%) exemption from taxation for the Added Value of the Improvements in Tax Year 8, a forty percent (40%) exemption from taxation for the Added Value of the Improvements in Tax Year 9, and a thirty percent (30%) exemption from taxation for the Added Value of the Improvements in Tax Year 10.

Once the Total Taxable Valuation of the Facility is established using the Abatement Factor, the Total Tax Payment for the Facility shall be determined by multiplying the Total Taxable Valuation of the Facility by the respective tax rate for each affected tax jurisdiction (after application of any applicable equalization rate). After Tax Year 10, the Facility shall be subject to full taxation by the Affected Tax Jurisdictions.

Total Taxable Valuation = Base Valuation + (Added Value of Improvements x Abatement Factor)

Total Tax Payment = Total Taxable Valuation of the Facility (after equalization) x Tax Rate