

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

BVSHF III ITHACA, LLC

FIRST AMENDMENT TO TAX AGREEMENT

Dated as of June 21, 2023

Tax Map Number:
69.-6-3.1

Address:
401 State 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 21, 2023 (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 **BVSHF III ITHACA, LLC**, a limited liability company duly organized and validly existing under the laws of the State of Delaware, with offices at 353 N. Clark Street, Suite 730, Chicago, Illinois 60654 (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, 2035; 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 Town tax years through the **2037** County and Town 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 Town 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.

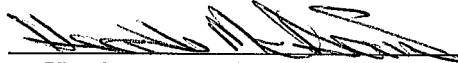
3. **Schedule A** is hereby replaced in its entirety with **Schedule A** attached hereto as **Exhibit A**.
4. Except as modified by the terms of this Amendment, all other terms, covenants and conditions of the Tax Agreement are hereby ratified and confirmed.
5. All terms used but not defined herein shall 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

BVSHF III ITHACA, LLC

By: _____

Name: Jason Schwartz

Title: Managing Principal

[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

BVSHF III ITHACA, LLC

By:  _____

Name: Jason Schwartz

Title: Managing Principal

EXHIBIT A

SCHEDULE A

TO

**TAX AGREEMENT DATED AS OF
DECEMBER 1, 2021 AS AMENDED JUNE 1, 2023, BY AND BETWEEN
TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

AND

BVSHF III ITHACA, 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 | 2022; 2023; 2024; 2025; 2026 and 2027 | 2021/2022; 2022/2023; 2023/2024; 2024/2025; 2025/2026 and 2026/2027 | Base Valuation multiplied by the respective tax rate for each Affected Tax Jurisdiction (after application of any applicable equalization rate) |
| 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) |
| 11 | 2038 | 2037/2038 | 100% (no abatement; full taxes paid) |

During the term of this Tax Agreement, the Base Valuation shall be frozen at \$1,595,463.

The Total Tax Payment 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 through 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 through 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