

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (hereinafter, the "Project Agreement"), is made as of December 20, 2024, by and between the **TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 119 E. Seneca Street, Suite 200, Ithaca, New York 14850 (the "Agency"), and **ITHACA SENIOR LIVING, LLC**, a New York limited liability company, with offices at 1000 University Avenue, Suite 500, Rochester, New York 14607 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 55 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York (the "State"); and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: the acquisition by the Agency of a leasehold or other interest in approximately 8.90 acres of certain real property located at 200 Conifer Drive, Town of Ithaca, Tompkins County, New York (the "Land", being more particularly identified as tax parcel No. 27.-1-13.121) and the existing improvements thereon consisting principally of an approximately 88,221 square foot, seventy-two unit (72) affordable housing facility targeting seniors at income levels of 80%, 65% and 50% of area median income, together with certain items of machinery, equipment and other items of tangible personal property (the "Existing Improvements"; and, together with the Land, the "Facility"); and

WHEREAS, by Resolution adopted on November 8, 2023 (the "Resolution"), the Agency authorized the Company to act as its agent for the purposes of undertaking the Project, subject to the Company entering into this Project Agreement; and

WHEREAS, by the Resolution, the Agency approved certain financial assistance for the benefit of the Company in connection with the Project consisting of a partial abatement from real property taxes conferred through a certain tax agreement, by and between the Agency and the Company (the "Tax Agreement"), requiring the Company to make payments-in-lieu-of-taxes for the benefit of each municipality and school district having taxing jurisdiction over the Project (the "Financial Assistance"); and

WHEREAS, pursuant to and in accordance with Sections 859-a and 874 of the Act, the Agency requires, as a condition and as an inducement for it to provide any Financial Assistance, that the Company enter into this Project Agreement for the purposes of, among other things, to govern the administration of, and provide assurances with respect to, the provision and recapture of said Financial Assistance upon the terms herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no agency appointment of the Company or any subagent thereof, nor any amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Project Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions of Terms. The words and terms as used in this Project shall have the same meanings as used in **Schedule A** attached hereto and made a part hereof, unless the context or use indicates another or different meaning or intent.

ARTICLE II.
REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project/Facility:

(a) The Company is a limited liability company formed, validly existing and in good standing under the laws of the State of New York, has the authority to enter into this Project Agreement, and has duly authorized the execution and delivery of this Project Agreement.

(b) Neither the execution and delivery of this Project Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Project Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will, to the Company's knowledge, conform with all applicable zoning, planning, and building laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this Section 2.1(c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact the Company's ability to fulfill its obligations under this Project Agreement.

(e) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and

regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) that the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into the Facility, and any existing asbestos will be handled in accordance with applicable laws, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is, to the Company's knowledge, threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section 2.1(e) shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (other than the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section 2.1(e). In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand.

(f) Any personal property acquired by the Company in the name of the Agency shall be located in Tompkins County, except for temporary periods during ordinary use.

(g) The Company hereby represents to the Agency that facilities and property that are primarily used in making retail sales of goods and services to customers who personally visit the Facility, if any, will not constitute more than one-third (1/3) of the total costs of the Facility, except in accordance with New York General Municipal Law (the "GML") Section 862.

(h) The Company acknowledges and agrees that, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(i) The Company covenants and agrees that at all times, it will (i) maintain its existence and not dissolve, (ii) continue to be a limited liability company subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise sell, assign, or dispose of all or substantially all of its property, business or assets. This Project Agreement may not be assigned in whole or part without the prior written consent of the Agency.

(j) The Company confirms and acknowledges under the penalty of perjury that as of the date hereof, the Company, as owner, occupant, or operator of the Project receiving Financial Assistance from the Agency in connection with the Project, is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations. The Company agrees that it will, throughout the term of this Project Agreement,

promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof. Notwithstanding the foregoing, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to this Section 2.1(j). In such event, the Company, with the prior written consent of the Agency (which shall not be unreasonably conditioned, delayed or withheld), may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company that it must comply with such requirement or requirements.

(k) Reserved.

(l) The Company covenants that it will comply with the Workforce Housing Policy of the Agency, attached hereto as **Exhibit H**.

(m) The Company hereby acknowledges and agrees that the foregoing Agency Financial Assistance constitutes "public funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Project Agreement, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. Other than the Agency Financial Assistance estimates provided herein and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of "public funds" received by the Company in connection with the Project. If and to the extent that the Company determines that it is necessary and desirable to reduce the overall amount of "public funds" to be received by the Company in connection with the Project, the Agency agrees to work cooperatively with the Company to adjust the total amount of Agency Financial Assistance to be provided to the Company, which will include, but may not be limited to amending this Project Agreement and/or the Tax Agreement (and if the term of the Tax Agreement is modified, the corresponding terms of the Lease Agreement and Leaseback Agreement shall be modified accordingly).

ARTICLE III. GENERAL

Section 3.1 **Purpose of Project**. The purpose of the Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Facility, to advance job opportunities, health, general prosperity and economic welfare of the people of Tompkins County, New York, and to specifically promote the investment commitment, employment commitment, and other commitments of the Company contained herein and in the Company's Application.

ARTICLE IV.
FINANCIAL ASSISTANCE AND RECAPTURE OF BENEFITS

Section 4.1 In accordance with the Resolution and the Cost-Benefit Analysis (or such other equivalent document or report, as determined by the Agency) (the "CBA"), attached hereto as **Exhibit A**, disclosed by the Agency at its public hearing for the Project (the "Public Hearing"), the Company further confirms that the partial real property tax abatement to be provided to the Company shall conform to those disclosed within the CBA at the Public Hearing for the Project and as contained within the Tax Agreement (a copy of which is attached as **Exhibit A** hereto), the terms of which Tax Agreement shall comply with the Agency's Uniform Tax Exemption Policy (the "UTEP"). If the terms of the Tax Agreement deviate from the UTEP, the Agency has or will comply with procedures for deviation from the UTEP.

Section 4.2 **Tax Agreement.** The parties hereto have executed or will execute the Lease Agreement, the Leaseback Agreement and the Tax Agreement. As provided in the Tax Agreement, the Company agrees to certain payments (as described in the Tax Agreement) in addition to paying all special ad valorem levies, special assessments or special district taxes and service charges against real property in the jurisdiction where the Facility is located.

Section 4.3 **Sales Tax Exemption.**

(a) The Agency hereby appoints and confirms its appointment of the Company as the true and lawful agent of the Agency to undertake the Project. Such appointment was made by the Agency pursuant to the Resolution and this Project Agreement.

(b) The Company, as agent of the Agency, will undertake the Project. The right of the Company to act as agent of the Agency shall expire on the earlier of (x) the completion of the Project, or (y) **December 31, 2024** ("Termination Date"); provided, however, that the Agency, through its Administrative Director, may extend the Company's agent appointment at its discretion upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment. **It is expressly agreed by the parties hereto that the Company has not applied for, nor has the Agency authorized the provision of any sales and use tax exemptions for this Project.**

(c) **Reserved.**

(d) **Reserved.**

Section 4.4 **Reserved.**

Section 4.5 **Reserved.**

Section 4.6 **Reserved.**

(a)

Section 4.7 **Reserved.**

Section 4.8 Recapture of Agency Benefits.

(a) **It is express agreed by the parties hereto that the Company has not applied for, nor has the Agency authorized the provision of any sales and use tax exemptions for this Project.** It is understood and agreed by the parties hereto that the Agency is entering into this Project Agreement in order to provide the Financial Assistance to the Company for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees that if there shall occur a Recapture Event (as defined below) after the after the date hereof, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, one hundred percent (100%) of the Recaptured Benefits.

(b) The term "Recaptured Benefits" shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency's participation in the transaction contemplated by this Project Agreement including, but not limited to, the amount equal to 100% of:

- (i) Reserved; and
- (ii) Reserved; and
- (iii) real property tax abatements granted pursuant to the Tax Agreement;

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions of Section 4.8(c) below and the declaration of a Recapture Event by notice from the Agency to the Company be payable directly to the Agency or the State of New York if so directed by the Agency within ten (10) days after such notice.

(c) The term "Recapture Event" shall mean any of the following events:

- (i) The occurrence and continuation of an Event of Default under this Project Agreement which remains uncured beyond any applicable notice and/or grace period, if any, provided hereunder; or
- (ii) Reserved; or
- (iii) Reserved; or
- (iv) The Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or
- (v) Reserved; or

(d) In the event any payment owing by the Company under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(e) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred with the recovery of all amounts due under this Section 4.8, from amounts received by the Agency pursuant to this Section 4.8.

ARTICLE V. INSURANCE

Section 5.1 Insurance Required. Effective as of the date hereof and until the expiration or termination of the right of the Company to act as agent of the Agency hereunder, the Company shall maintain, or cause to be maintained by its subagent or subcontractors, certain insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type, and paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company; or as an alternative to the foregoing, the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well, provided a periodic appraisal is performed and provided to the Agency.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 7.1 hereof) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than **\$1,000,000** per accident or occurrence on account of personal injury, including death resulting therefrom, **\$1,000,000** per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than **\$3,000,000**, protecting the Company against any loss or liability or damage for personal injury or property damage. Such liability limits may be satisfied by any combination of primary and excess liability policies. Such primary general liability insurance may have a \$500,000 self-insured retention and such excess liability policy may have a commercially reasonable deductible.

Section 5.2 Additional Provisions Respecting Insurance. (a) **All insurance required by Section 5.1(a) hereof shall name the Agency as an additional insured and the insurance required by Section 5.1 shall name the Agency as an additional insured.** All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide (i) for payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) that the insurance company shall endeavor to give thirty (30) days' prior written notice or such other notice as the policy provides for, of the cancellation thereof to the Company and the Agency.

(b) All such certificates of insurance of the insurers indicating that such insurance is in force and effect, and all policies (if applicable), shall be deposited with the Agency on the date hereof. Prior to the expiration of any such policy evidenced by said certificates, the Company shall furnish the Agency with evidence that the policy has been renewed or replaced or is no longer required by this Project Agreement.

ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES

Section 6.1 The following shall each be "Events of Default" under this Project Agreement:

(a) the failure by the Company to observe and perform any covenant contained in Sections 2.1(g) (Retail Sales Limitation), 2.1(i) (Company Existence), 4.3 (Sales Tax Exemption), 5.1 (Insurance Requirements), 5.2 (Additional Insurance Requirements), 7.1 (Hold Harmless) and 7.6 (Agency Fees);

(b) the failure by the Company to pay the Recapture Benefits on the date due;

(c) the occurrence and continuation of a Recapture Event;

(d) the dissolution or liquidation of the Company; or the failure by the Company to release, stay, discharge, lift or bond within thirty (30) days any execution, garnishment, judgment or attachment of such consequence as may impair its ability to carry on its operations; or the failure by the Company generally to pay its debts as they become due; or an assignment by the Company for the benefit of creditors; or the commencement by the Company (as the debtor) of a case in bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in bankruptcy or any proceeding under any other insolvency law against the Company (as the debtor), wherein a court having jurisdiction over the Project enters a decree or order for relief against the Company as the debtor, or such case or proceeding is consented to by the Company or remains undismissed for forty (40) days, or the Company consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the Company for the purpose of enforcing a lien against such property or for the purpose of general administration of

such property for the benefit of creditors other than in connection with an exercise of remedies pursuant to the Senior Loan Documents (as defined in the Leaseback Agreement).

Section 6.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred and be continuing, the Agency may take, to the extent permitted by law, any one or more of the following remedial steps:

(i) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all due and owing Recapture Benefits and (B) all other payments due under this Project Agreement; or

(ii) terminate this Project Agreement and the Sales Tax Exemption authorization; or

(iii) take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements and covenants of the Company under this Project Agreement.

(b) No action taken pursuant to this Section 6.2 (including termination of the Project Agreement) shall relieve the Company from its obligation to make all payments required by the Leaseback Agreement, the Tax Agreement or Recapture Benefits.

(c) Prior to exercising any remedy hereunder, the Agency shall deliver to any Lender (as defined in the Leaseback Agreement) a copy of any default notice delivered to the Company, and any Lender shall have thirty (30) days for a monetary default and sixty (60) days in the case of any other default, after notice to Lender of such default, to cure or cause to be cured such default, and the Agency shall accept such performance by Lender as if the same had been done by the Company.

Section 6.3 Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Project Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article VI it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Project Agreement.

Section 6.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part

of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the fees of such reasonable attorneys and such other expenses so incurred.

ARTICLE VII.
MISCELLANEOUS

Section 7.1 Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, members, officers, employees, agents (other than the Company), representatives, successors and assigns harmless from and against, any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Project Agreement or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, equipping, owning and leasing of the Equipment or of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective executive director, directors, members, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

Section 7.2 This Project Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 7.3 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective party at the following address (or at such other address for a party as shall be specified in a notice given in accordance with this Section:

To the Agency: Tompkins County Industrial Development Agency
 119 East Seneca Street, Suite 200
 Ithaca, New York 14850
 Attention: Heather McDaniel, Administrative Director

With a copy to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Russell E. Gaenzle, Esq.

To the Company: Ithaca Senior Living, LLC
1000 University Avenue, Suite 500
Rochester, New York 14607
Attention: Robert C. Corredine, Chief Financial Officer

With a copy to: Ballard Spahr LLP
700 East Gate Drive, Suite 330
Mount Laurel, New Jersey 08054-0015
Attention: Jeffrey S. Beenstock, Esq.

To the Senior Lender: M&T Realty Capital Corporation
One Light Street, 12th Floor
Baltimore, Maryland 21202
Attn: Wendy LeBlanc
E-Mail: wleblanc@mtb.com and MTRCC_Legal_Notices@mtb.com

With a copy to: Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive, MS B4P
McLean, Virginia 22102
Attn: Multifamily Operations – Loan Accounting
E-mail: mfla@freddiemac.com
Telephone: (703) 714-4177

And to: Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive, MS 210
McLean, Virginia 22102
Attn: Managing Associate General Counsel – Multifamily Legal
Division
Email: guy_nelson@freddiemac.com
Telephone: (703) 903-2000

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 7.4 This Project Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Tompkins County, New York.

Section 7.5 The warranties, representations, obligations and covenants of the Company under this Project Agreement shall be absolute and unconditional and shall remain in full force and effect during the term of this Project Agreement, shall be deemed to have been relied upon by the Agency, and shall survive the delivery and termination of this Project Agreement to the Agency, regardless of any investigation made by the Agency. This Project Agreement shall survive any termination or expiration of the Leaseback Agreement or the Tax Agreement, as described below.

Section 7.6 By executing this Project Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (a) legal services, including, but not limited to, those provided by the Agency's general counsel and bond/transaction counsel, (b) other consultants retained by the Agency, if any, in connection with the Project; and (c) with respect to Agency's enforcement of any event of default or failure to comply with the terms of this Project Agreement (including reasonable attorney fees). The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the Company's withdrawal, abandonment, cancellation or failure to pursue the Project; or (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project.

[Remainder of This Page Intentionally Left Blank]

[Signature Page to Project Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement as of the day and year first above written.

**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____

Name: Heather McDaniel

Title: Administrative Director

**ITHACA SENIOR LIVING, LLC, a New York
limited liability
company**

By: Conifer Realty, LLC, a New York limited
liability company, its Managing Manager

By: _____

Name: Robert C. Corredine

Title: Chief Financial Officer

[Signature Page to Project Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement as of the day and year first above written.

**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Heather McDaniel

Title: Administrative Director

ITHACA SENIOR LIVING, LLC, a New York
limited liability
company

By: Conifer Realty, LLC, a New York limited
liability company, its Managing Manager

By:  _____

Name: Robert C. Corredine

Title: Chief Financial Officer

SCHEDULE A

SCHEDULE OF DEFINITIONS

"Authorized Representative" means, in the case of the Agency, the Administrative Director, the Chair or the Vice Chair and such additional persons as, at the time, are designated to act on behalf of the Agency; and in the case of the Company, the members and such additional persons as, at the time, are designated to act on behalf of the Company.

"Independent Accountant" shall mean an independent certified public accountant or firm of independent certified public accountants selected by the Company and approved by the Agency (such approval not to be unreasonably withheld or delayed).

"Lease Agreement" shall mean that certain Lease Agreement, dated as of November 1, 2024 (or other such appropriate date) by and between the Company and the Agency.

"Leaseback Agreement" shall mean that certain Leaseback Agreement, dated as of November 1, 2024 (or other such appropriate date) by and between the Company and the Agency.

"Maximum Sales Tax Exemption" shall mean the aggregate maximum dollar amount of Sales Tax Savings that the Company and all Subagents acting on behalf the Company are permitted to receive under this Project Agreement, which shall equal **\$0.00** or such maximum dollar amount as may be determined by the Agency pursuant to such additional documents as may be required by the Agency for such increase.

"Prime Rate" means (i) if no lender, the rate designated by The Wall Street Journal from time to time as its "prime rate", or (ii) if a lender exists, the rate designated by the lender from time to time as its "prime rate".

"Sales Tax Exemption" shall mean an exemption from Sales and Use Taxes resulting from the Agency's participation in the Facility.

"Sales and Use Taxes" shall mean local and State sales and compensating use taxes and fees imposed pursuant to Article 28 of the New York State Tax Law, as the same may be amended from time to time.

"Sales Tax Savings" shall mean all Sales Tax Exemption savings relating to Sales and Use Taxes realized by or for the benefit of the Company, including any savings realized by any Subagent, pursuant to this Project Agreement.

"State Sales and Use Taxes" shall mean sales and compensating use taxes and fees imposed by Article 28 of the New York State Tax Law but excluding such taxes imposed in a city by Section 1107 or 1108 of such Article 28, as the same may be amended from time to time.

SCHEDULE B

RESERVED

SCHEDULE C

RESERVED

EXHIBIT A

COST BENEFIT ANALYSIS AND COPY OF TAX AGREEMENT

[Attached]

Tompkins County Industrial Development Agency

Administration provided by Ithaca Area Economic Development

Conifer Realty, LLC (200 Conifer Drive)- Community Benefits Overview **October 11, 2023**

Project Overview

Completed in 2008, Conifer Village at Ithaca offers a total of 72 affordable housing units to seniors at income levels of 80%, 65%, and 50% of area median income (AMI). The average age of our current residents is 74.5 and the average total income is just \$26,120. The Town of Ithaca originally provided a PILOT agreement when the property was completed, with a term of 15 years with options to renew at the end of that term. The end of that first 15-year PILOT has been reached. However, Tompkins County has directed the applicant to the TCIDA as the appropriate entity to deliver a new PILOT agreement. The TCIDA has a long history of delivering PILOTS, a method in place for billing, and legal counsel that specializes in PILOT agreements.

I reviewed the original PILOT agreement, which provided for a payment equal to 10% of net rents, which were to be calculated each year based on the previous year's financial reports. This is similar to the method that the TCIDA used in the first affordable housing PILOT it delivered (210 Hancock Street). The TCAD has since moved to a methodology that provides for more certainty for the taxing jurisdictions, eliminates an off-tax-cycle review of financials, and an off-tax-cycle annual payment to the affected taxing jurisdictions that previously made it difficult to predict payment amounts and thus annual budgets.

It is recommended that a new PILOT agreement be put in place by the TCIDA under the new criteria for affordable housing PILOTS....

(per the Tompkins County Uniform Tax Exemption Policy) Multi-family rental housing projects that are subject to a regulatory agreement from a local, state or federal agency for a period 20 years or more and that would otherwise be eligible under section 581-a of the Real Property Tax Law in which all housing units are subject to an income test and are affordable to households earning 100% of area median income or less. The PILOT payment amount would be equal to 12% of projected net operating income as defined in RPT 581-a in year one with an annual increase of 2% each year. The incentive would be coterminous with the regulatory period requiring the affordable units.

The proposed PILOT schedule is included at the end of this memo.

This project does not fit within the TCIDA's fee schedule as there are no "project costs" to assess the fee. It is recommended that a flat administrative fee of \$5,000 be assessed along with legal fees commensurate with the time it requires to provide the documents along with waiving the \$1,000 application fee.

Cost-Benefit Analysis

- Extent to which project would create and/or retain private sector jobs – This is an affordable housing project – there are no direct jobs associated with housing projects.
- Estimated value of tax exemption – \$2,507,764 over 35 years
- Estimate of private sector investment to be generated by the project – N/A. The project was put in place in 2008 and the original PILOT is being extended.

- Likelihood of completing project in a timely manner - NA
- Extent to which project would generate additional sources of revenue for local taxing jurisdictions – Tax revenue projected at \$2,732,428 over 35 years.
- Other benefits that might result from the project:
Affordable Housing – The incentive will preserve 72 units of existing affordable housing for seniors at income levels of 80%, 65%, and 50% of area median income.

200 Conifer Dr. - Tax Incentive

Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Net Operating Income (before taxes and debt service)	\$ 455,455	\$ 464,564	\$ 473,855	\$ 483,332	\$ 492,999	\$ 502,859	\$ 512,916	\$ 523,175	\$ 533,638	\$ 544,311
PILOT Proposed	\$ 54,655	\$ 55,748	\$ 56,863	\$ 58,000	\$ 59,160	\$ 60,343	\$ 61,550	\$ 62,781	\$ 64,037	\$ 65,317
581-a Estimated Tax	\$ 104,815	\$ 106,912	\$ 109,050	\$ 111,231	\$ 113,456	\$ 115,725	\$ 118,039	\$ 120,400	\$ 122,808	\$ 125,264
Difference	\$ 50,161	\$ 51,164	\$ 52,187	\$ 53,231	\$ 54,296	\$ 55,382	\$ 56,489	\$ 57,619	\$ 58,771	\$ 59,947

Year	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Net Operating Income (before taxes and debt service)	\$ 555,197	\$ 566,301	\$ 577,627	\$ 589,180	\$ 600,963	\$ 612,982	\$ 625,242	\$ 637,747	\$ 650,502	\$ 663,512
PILOT Proposed	\$ 66,624	\$ 67,956	\$ 69,315	\$ 70,702	\$ 72,116	\$ 73,558	\$ 75,029	\$ 76,530	\$ 78,060	\$ 79,621
581-a Estimated Tax	\$ 127,769	\$ 130,325	\$ 132,931	\$ 135,590	\$ 138,302	\$ 141,068	\$ 143,889	\$ 146,767	\$ 149,702	\$ 152,696
Difference	\$ 61,146	\$ 62,369	\$ 63,616	\$ 64,888	\$ 66,186	\$ 67,510	\$ 68,860	\$ 70,237	\$ 71,642	\$ 73,075

Year	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
Net Operating Income (before taxes and debt service)	\$ 676,782	\$ 690,318	\$ 704,124	\$ 718,207	\$ 732,571	\$ 747,222	\$ 762,167	\$ 777,410	\$ 792,958	\$ 808,817
PILOT Proposed	\$ 81,214	\$ 82,838	\$ 84,495	\$ 86,185	\$ 87,908	\$ 89,667	\$ 91,460	\$ 93,289	\$ 95,155	\$ 97,058
581-a Estimated Tax	\$ 155,750	\$ 158,865	\$ 162,042	\$ 165,283	\$ 168,589	\$ 171,961	\$ 175,400	\$ 178,908	\$ 182,486	\$ 186,136
Difference	\$ 74,536	\$ 76,027	\$ 77,548	\$ 79,099	\$ 80,681	\$ 82,294	\$ 83,940	\$ 85,619	\$ 87,331	\$ 89,078

Year	2054	2055	2056	2057	2058
Net Operating Income (before taxes and debt service)	\$ 824,994	\$ 841,493	\$ 858,323	\$ 875,490	\$ 893,000
PILOT Proposed	\$ 98,999	\$ 100,979	\$ 102,999	\$ 105,059	\$ 107,160
581-a Estimated Tax	\$ 189,859	\$ 193,656	\$ 197,529	\$ 201,479	\$ 205,509
Difference	\$ 90,859	\$ 92,677	\$ 94,530	\$ 96,421	\$ 98,349

PILOT Proposed \$ 2,732,428
581-a Total \$ 5,240,192
Total Difference \$ 2,507,764

PILOT proposed is a fixed amount based on 12% of NOI in year one with a 2% increase each year

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

ITHACA SENIOR LIVING, LLC

AND

CONIFER VILLAGE ITHACA HOUSING DEVELOPMENT CORPORATION

TAX AGREEMENT

Property Address:

200 Conifer Avenue
Town of Ithaca
Tompkins County, New York

Tax Map Number:

27.-1-13.121

Affected Tax Jurisdictions:

Tompkins County
Town of Ithaca
Ithaca City School District

Dated as of December 1, 2024

TAX AGREEMENT

THIS TAX AGREEMENT, dated as of December 1, 2024 (the "Tax Agreement"), by and among the **TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York, having offices at 401 East State Street, Suite 402B, Ithaca, New York 14850 (the "Agency"), **ITHACA SENIOR LIVING, LLC**, a limited liability company duly formed and validly existing under the laws of the State of New York, with offices at 1000 University Avenue, Suite 500, Rochester, New York 14607 (the "Beneficial Owner") and **CONIFER VILLAGE ITHACA HOUSING DEVELOPMENT FUND CORPORATION**, a Housing Development Fund Company organized pursuant to Article XI of the Private Housing Finance Law of the State of New York, having its principal office at c/o Conifer Realty, LLC, 1000 University Avenue, Suite 500, Rochester, New York 14607 (the "HDFC"; and, together with the Beneficial Owner, the "Company").

WITNESSETH:

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

WHEREAS, the Company has requested the Agency's assistance with a certain project (the "Project"), consisting of the acquisition by the Agency of a leasehold or other interest in approximately 8.90 acres of certain real property located at 200 Conifer Drive, Town of Ithaca, Tompkins County, New York (the "Land", being more particularly identified as tax parcel No. 27.-1-13.121) and the existing improvements thereon consisting principally of an approximately 88,221 square foot, seventy-two unit (72) affordable housing facility targeting seniors at income levels of 80%, 65% and 50% of area median income, together with certain items of machinery, equipment and other items of tangible personal property (the "Existing Improvements"; and, together with the Land, the "Facility"); and

WHEREAS, in order to induce the Company to maintain the Facility, the Agency is willing to take a leasehold interest in the Facility and lease said Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of December 1, 2024 (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Tompkins County (the "County"), the Town of Ithaca (the "Town") and the Ithaca

City School District (the "School District"; and, collectively with the County and the Town, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1 - Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the Agency by the taxable status date **March 1, 2025** (the "Taxable Status Date") of New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law (the "RPTL") and Section 874 of the Act, the Facility shall be exempt from Real Estate Taxes (as defined hereafter) commencing with the (i) the **2025/2026** School District tax year, and (ii) the **2026** County and Town tax years. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility, including the Land and the Existing Improvements, by the County, the Town and the School District. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes.

B. Interim Real Estate Taxes. To the extent imposed by any of the Affected Tax Jurisdictions, the Company shall pay all Real Estate Taxes relating to the Land due and payable from the date hereof through the Taxable Status Date and any applicable time periods prior to those set forth within Section 1.5.

C. Agreement to Make Payments. As long as the Facility is owned by or subleased to the Agency, the Company agrees to pay annually to the County, on behalf of the Affected Tax Jurisdictions, as a payment in lieu of taxes, on or before January 1 of each year for County, Town and School District taxes (collectively, the "Payment Date"), commencing on January 1, 2024, an amount equal to the Total Tax Payment, as defined on **Schedule A** attached hereto. The Company shall make all such Total Tax Payments in the amounts and on the dates specified above, whether or not any such Total Tax Payment is billed by the Agency, the Affected Tax Jurisdictions, or any other party.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the Land is not on the tax rolls.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, *if any*, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to an alternative allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total Tax Payments among the Affected Tax Jurisdictions, the Company shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County and Town purposes, the tax rates used to determine the allocation of the Total Tax Payment shall be the tax rates relating to the calendar year which includes the Payment Date. For School District purposes, the tax rates used to determine the Total Tax Payment shall be the rate relating to the School District year which includes the Payment Date. In the event the Company pays the full amount of the Total Tax Payment due on or prior to the applicable Payment Date but, the County incorrectly determines the allocation of the Total Tax Payments due to the Affected Tax Jurisdictions, the Company shall not be deemed in default hereunder.

1.4 Valuation of Future Additions to the Facility. If there shall be a future addition to the Facility constructed or added in any manner after the date of this Tax Agreement that is not contemplated by this Tax Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total Tax Payment. The Agency shall notify the Company of any proposed increase in the Total Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Addition made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Total Tax Payment until a different Total Tax Payment shall be established. If a lesser Total Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Total Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Total Tax Payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2025/2026** School District tax year through the **2059/2060** School District tax year, and (ii) the **2026** County and Town tax years through the **2060** County and Town tax years. This Tax Agreement **shall expire on December 31, 2060**; *provided, however*, the Company shall pay (i) the 2060/2061 School District tax bill, and (ii) the 2061 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 Tax Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility while this Tax Agreement is in effect 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 RPTL. 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.

Section 2 - Special District Charges, Special Assessments and other Charges. Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section 3 - Transfer of Facility. In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section 1 herein, or this Tax Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Tax Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company and (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section 5 - Changes in Law. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 6 - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder: (a) the failure by the Company to: (i) make the payments described in Section 1 within thirty (30) days of the Payment Date (the "Delinquency Date") or (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; (b) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable cure periods; and (c) the determination of the Agency to suspend, discontinue and/or recapture any financial assistance previously conferred to the Company by the Agency in accordance with the Agency's Project Recapture Policy in effect as of the date hereof and attached as Exhibit A to the Leaseback Agreement (the "Agency's Project Recapture Policy"). Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity or under the Agency's Project Recapture Policy in effect as of the date hereof, the Agency and/or the Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the Act and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section 1 herein are not made by the Delinquency Date, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section 1 herein, if said payment is not received by the Delinquency Date, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest as determined hereunder or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 Prior to exercising any remedy hereunder, the Agency shall deliver to any Lender (as defined in the Leaseback Agreement) a copy of any default notice delivered to the Company, and any Lender shall have thirty (30) days for a monetary default and sixty (60) days in the case of any other default, after notice to Lender of such default, to cure or cause to be cured such

default, and the Agency shall accept such performance by Lender as if the same had been done by the Company.

Section 7 – Assignment. No portion of any interest in this Tax Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the event the holder of any mortgage or its designee acquires the Facility by deed-in-lieu, foreclosure, or otherwise, this Tax Agreement and the rights and obligations hereunder shall, at the option of such mortgagee, be assigned to it or its designee. Any such assignment shall be conditioned on the assumption of the obligations hereunder by such mortgagee or its designee.

Section 8 – Miscellaneous.

8.1 This Tax Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective party at the following address (or at such other address for a party as shall be specified in a notice given in accordance with this Section:

To the Agency: Tompkins County Industrial Development Agency
119 E. Seneca Street, Suite 200
Ithaca, New York 14850
Attn: Heather McDaniel, Administrative Director

With a Copy To: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To the Company: Ithaca Senior Living, LLC
1000 University Avenue, Suite 500
Rochester, New York 14607
Attn: Robert C. Corredine, Chief Financial Officer

With a Copy To: Ballard Spahr LLP
700 East Gate Drive, Suite 330
Mount Laurel, New Jersey 08054-0015
Attn: Jeffrey S. Beenstock, Esq.

To the Senior Lender: M&T Realty Capital Corporation
One Light Street, 12th Floor
Baltimore, Maryland 21202
Attention: Wendy LeBlanc
E-Mail: wleblanc@mtb.com and
[MTRCC Legal Notices@mtb.com](mailto:MTRCC_Legal_Notices@mtb.com)

With a copy to: Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive, MS B4P
McLean, Virginia 22102
Attention: Multifamily Operations – Loan Accounting
Email: mfla@freddiemac.com
Telephone: (703) 714-4177

And to: Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive, MS 210
McLean, Virginia 22102
Attention: Managing Associate General Counsel – Multifamily Legal
Division
Email: guy_nelson@freddiemac.com
Telephone: (703) 903-2000

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This Tax Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in the Tompkins County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. No member of the Agency nor any person executing this Tax Agreement on its behalf shall be liable personally under this Tax Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and


released by the acceptance hereof and as part of the consideration for the execution of this Tax Agreement.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____

Name: Heather McDaniel

Title: Administrative Director

**ITHACA SENIOR LIVING, LLC, a New York
limited liability company**

By: Conifer Realty, LLC, a New York limited
liability company, its Managing Manager

By: _____

Name: Robert C. Corredine

Title: Chief Financial Officer

**CONIFER VILLAGE ITHACA HOUSING
DEVELOPMENT FUND CORPORATION**

By: Conifer Realty, LLC, a New York limited
liability company, its Sole Manager

By: _____

Name: Robert C. Corredine

Title: Chief Financial Officer

[Signature Page to Tax Agreement]

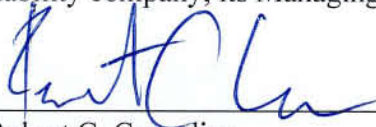
IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Heather McDaniel
Title: Administrative Director

ITHACA SENIOR LIVING, LLC, a New York
limited liability company

By: Conifer Realty, LLC, a New York limited
liability company, its Managing Manager

By:  _____
Name: Robert C. Corredine
Title: Chief Financial Officer

**CONIFER VILLAGE ITHACA HOUSING
DEVELOPMENT FUND CORPORATION**

By: Conifer Realty, LLC, a New York limited
liability company, its Sole Manager

By:  _____
Name: Robert C. Corredine
Title: Chief Financial Officer

SCHEDULE A

To

Tax Agreement

Dated as of December 1, 2024

By and Between

Tompkins County Industrial Development Agency

and

Ithaca Senior Living, LLC

and

Conifer Village Ithaca Housing Development Fund Corporation

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

Tax Year	County and Town Tax Year	School District Tax Year	Total Tax Payment
Interim	2024 & 2025	2023/2024 & 2024/2025	Full Taxes
1	2026	2025/2026	\$54,655.00
2	2027	2026/2027	\$55,748.00
3	2028	2027/2028	\$56,863.00
4	2029	2028/2029	\$58,000.00
5	2030	2029/2030	\$59,160.00
6	2031	2030/2031	\$60,343.00
7	2032	2031/2032	\$61,550.00
8	2033	2032/2033	\$62,781.00
9	2034	2033/2034	\$64,037.00
10	2035	2034/2035	\$65,317.00
11	2036	2035/2036	\$66,624.00
12	2037	2036/2037	\$67,956.00
13	2038	2037/2038	\$69,315.00
14	2039	2038/2039	\$70,702.00
15	2040	2039/2040	\$72,116.00
16	2041	2040/2041	\$73,558.00
17	2042	2041/2042	\$75,029.00
18	2043	2042/2043	\$76,530.00
19	2044	2043/2044	\$78,060.00
20	2045	2044/2045	\$79,621.00
21	2046	2045/2046	\$81,214.00
22	2047	2046/2047	\$82,838.00
23	2048	2047/2048	\$84,495.00
24	2049	2048/2049	\$86,185.00
25	2050	2049/2050	\$87,908.00

26	2051	2050/2051	\$89,667.00
27	2052	2051/2052	\$91,460.00
28	2053	2052/2053	\$93,289.00
29	2054	2053/2054	\$95,155.00
30	2055	2054/2055	\$97,058.00
31	2056	2055/2056	\$98,999.00
32	2057	2056/2057	\$100,979.00
33	2058	2057/2058	\$102,999.00
34	2059	2058/2059	\$105,059.00
35	2060	2059/2060	\$107,160.00

The Total Tax Payment includes taxation on the Land and the Existing Improvements.

EXHIBIT B

RESERVED

EXHIBIT C-1

RESERVED

EXHIBIT C-2

RESERVED

EXHIBIT C-3

RESERVED

EXHIBIT D

RESERVED

EXHIBIT E

RESERVED

EXHIBIT F-1

RESERVED

EXHIBIT F-2

RESERVED

EXHIBIT G

RESERVED

EXHIBIT H

Workforce Housing Policy

[See Attached]

Tompkins County Industrial Development Agency

Workforce Housing Policy

Adopted: July 8, 2020; Modified: December 9, 2020; May 11, 2022; May 10, 2023

The Tompkins County IDA supports the development of workforce housing. In addition to meeting any other requirements as set forth in the TCIDA Uniform Tax Exemption Policy, all multi-family rental housing project applicants will be subject to the Workforce Housing Policy as follows:

The TCIDA will not deliver incentives to housing projects that include short term rentals defined as “Residential or non-commercial structures used for transient lodging with occupancy under 30 consecutive days.”

Eligible applicants will be required to make a payment to the Tompkins County Community Housing Development Fund.

The payment amount will be \$5,500 multiplied by the total unit count. This payment amount is based on a calculation of \$27,500 per 20% of the total units in lieu of providing 20% of the units on-site as affordable units. The payment is due at closing. At the applicant’s request the payment can be made in equal installments during the first three years of operation, however a deferral fee of 20% of the payment amount will be due at closing. The timing of the payment must be disclosed on the application. Any deviation in payment timing is subject to prior approval by the TCIDA.

The payment is not required if the project applicant will set aside a minimum of 20% of the units available for households earning 80% or less of area median income and is subject to a regulatory agreement by a local, state or federal agency for compliance for a period of at least 20 years.

In the event that a proposed project consists of more than one parcel of real property owned by different corporate entities, the Tompkins County IDA will consider and determine whether to treat the development as a single project for purposes of calculating the 20% affordable total unit requirement.

The following criteria are required:

- (1) The improvements to be made to the real properties will be constructed simultaneously or in sequence. Specifically, the affordable project will open for operation either before the market rate component or within three years after the opening of the market rate component; and
- (2) The land for the affordable housing portion of the project is being conveyed by the principal investor to a not-for profit affordable housing organization who will perform the development; and

Tompkins County Industrial Development Agency

The following criteria will be considered in making a determination:

- (1) The real properties involved are contiguous;
- (2) The real properties are, or were, considered for municipal site plan approval or SEQR determination as a single project;
- (3) The improvements to be made to the real properties are the product of a coordinated design with common design elements;
- (4) The purpose of maintaining separate corporate ownership of the real property is related to regulatory eligibility or financing requirements for affordable housing.

Prior to submitting an application, it is recommended that a developer request a decision from the Tompkins County IDA on this determination to allow appropriate project planning.

In general, the TCIDA delivers incentives to multi-family residential housing projects in the following areas:

- City of Ithaca's Downtown Density District
- The redevelopment of a Brownfield site that is registered as a DEC inactive hazardous waste site
- Lansing Town Center Incentive Zone

The Community Housing Development Fund is a joint effort of Tompkins County, the City of Ithaca, and Cornell University and helps communities and organizations throughout Tompkins County respond to the diverse affordable housing needs of its residents. The benefits of supporting the Community Housing Development Fund include:

- Flexible funding for any type of affordable housing (rental and for sale units) at a mix of income levels
- The fund supports workforce housing countywide
- The fund has a proven track record
- Applicants generally leverage State and Federal funds to produce far more units per local subsidy provided than the TCIDA ever could.

This policy will be reviewed at least annually.