TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

TO

EX LIBRIS, LLC

OMNIBUS AMENDMENT AGREEMENT

Amending Project Agreement, Lease Agreement (and memorandum), Leaseback Agreement (and memorandum), Tax Agreement and related documents

Modified Ex Libris, LLC Project

IDA Project Number 5003-19-02A

Premises:

105 West Court Street in the City of Ithaca, New York (more particularly described as Tax parcel No. 61.-1-4)

Dated as of February 25, 2025

OMNIBUS AMENDMENT AGREEMENT

THIS OMNIBUS AMENDMENT AGREEMENT (the "Agreement"), dated as of February 25, 2025, by and between the **TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 119 E. Seneca Street, Suite 200, Ithaca, New York 14850 (the "Agency") and **EX LIBRIS, LLC**, a New York limited liability company having offices at 306 North Tioga Street, Ithaca, New York 14850 (the "Company").

W I T N E S S E T H:

WHEREAS, the Agency was created by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 55 of the Laws of 1972 of the State of New York, as amended (hereinafter collectively called the "Act"), as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, pursuant to a certain Resolution adopted by the Agency on May 8, 2019 (the "Resolution"), the Agency appointed the Company as its agent to undertake a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain property located at the site of the former Tompkins County Public Library now known as 105 West Court Street, in the City of Ithaca, Tompkins County, New York (the "Land") and any existing improvements located thereon (the "Existing Improvements"); (ii) the construction on the Land of sixty-six (66) market-rate age-restricted residential apartments for renters older than fifty-five (55) years old, consisting of (a) on the first floor, a parking garage for use by tenants, a community room, a restaurant, a wellness center and an office intended for a home health care agency for á la carte home health services, (b) on the second floor, a semi-public and private plaza, (c) on the third and fourth floors, apartments with balconies or patios, and (d) on the upper floors, amenity rooms including a screening room, a library and private dining room ("Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of machinery, equipment and other items of tangible personal (the "Equipment"; and, collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, in furtherance of the Project, and in accordance with the Resolution, the Agency and the Company entered into the following documents and agreements including: (i) that certain Project Agreement, dated as of July 23, 2019, as amended pursuant to that certain First Amendment to Project Agreement, dated February 14, 2022 (as so amended, the "Project Agreement"), (ii) that certain Lease Agreement, dated as of February 1, 2020, a memorandum of which was recorded in the Office of the Tompkins County Clerk on February 13, 2020 as Instrument Number 2020-01564, as amended pursuant to that certain First Amendment to Lease Agreement and Memorandum of Lease Agreement, dated as of February 1, 2022 (as so amended, the "Lease Agreement"), (iii) that certain Leaseback Agreement, dated as of February 1, 2020, a memorandum of which was recorded in the Office of the Tompkins County Clerk on February 13, 2020 as Instrument Number 2020-01565, as amended pursuant to that certain First Amendment to Leaseback Agreement and Memorandum of Leaseback Agreement, dated as of February 1, 2022 (as so amended, the "Leaseback Agreement"), (iv) that certain Payment In Lieu

of Tax Agreement, dated as of February 1, 2020, as so amended pursuant to that certain First Amendment to Payment In Lieu of Tax Agreement, dated as of February 1, 2022 (as so amended, the "Tax Agreement"), and (v) related documents (collectively, the "Agency Documents"); and

WHEREAS, the Company has advised the Agency that it contemplates making certain modifications to the Project that include (i) the removal of fifty-five (55) year old age restriction for renters and (ii) due to certain construction delays, delaying the start date of the Tax Agreement (collectively, the "Modification"); and

WHEREAS, in furtherance of the foregoing, the Company has submitted a letter dated November 6, 2024 to the Agency for consideration, and upon review of same, and pursuant to approval by the Agency on January 8, 2025, the Agency authorized: (i) the Modification and (ii) the execution and delivery of amendments to the Agency Documents in connection with the foregoing.

WHEREAS, at the request of the Company, the Agency desires to amend the description of the "Project" as contained within the Agency Documents as follows: (i) the acquisition by the Agency of a leasehold interest in certain property located at the site of the former Tompkins County Public Library now known as 105 West Court Street, in the City of Ithaca, Tompkins County, New York (the "Land") and any existing improvements located thereon (the "Existing Improvements"); (ii) the construction on the Land of sixty-six (66) market-rate residential apartments, consisting of (a) on the first floor, a parking garage for use by tenants, a community room, a restaurant, a wellness center and an office intended for a home health care agency for á la carte home health services, (b) on the second floor, a semi-public and private plaza, (c) on the third and fourth floors, apartments with balconies or patios, and (d) on the upper floors, amenity rooms including a screening room, a library and private dining room ("Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of machinery, equipment and other items of tangible personal (the "Equipment"; and, collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, the Agency and Company desire to amend the Agency Documents to pursuant to this Agreement, with all other provisions and terms of the Agency Documents remaining the same without revision.

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 – Amendment to Project Documents

Section 1.1. The Agency Documents are hereby amended to reflect the amended description of the "Project" as set forth below:

(i) the acquisition by the Agency of a leasehold interest in certain property located at the site of the former Tompkins County Public Library now known as 105 West Court Street, in the

City of Ithaca, Tompkins County, New York (the "Land") and any existing improvements located thereon (the "Existing Improvements"); (ii) the construction on the Land of sixty-six (66) market-rate residential apartments, consisting of (a) on the first floor, a parking garage for use by tenants, a community room, a restaurant, a wellness center and an office intended for a home health care agency for á la carte home health services, (b) on the second floor, a semi-public and private plaza, (c) on the third and fourth floors, apartments with balconies or patios, and (d) on the upper floors, amenity rooms including a screening room, a library and private dining room ("Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of machinery, equipment and other items of tangible personal (the "Equipment"; and, collectively with the Land and the Improvements, the "Facility"); and

Section 1.2. Section 2.5(b) of the Leaseback Agreement shall be amended to read as follows:

(b) The leasehold estate created hereby shall, without any further action of the parties hereto, terminate at 11:59 P.M. on **December 31, 2034**, or on such earlier date as may be permitted by Section 8.1 hereof.

Section 1.3. Section 2.6(a)(i) of the Leaseback Agreement shall be amended to read as follows:

(a)(i) Upon execution of this Leaseback Agreement one and No/100 Dollar ($1.00) for the period commencing on the date hereof and ending on December 31, 2034, and on January 1 of each calendar year thereafter an amount equal to One and No/100 Dollar ($1.00) annually the receipt and sufficiency of which are hereby acknowledged,

Section 1.4. Section 1.2 of the Leaseback Agreement is amended by adding a subsection (j) to read as follows:

(j) The Company shall, for a period of at least two (2) years, reduce rents at the Facility by a minimum of ten percent (10%).

Section 1.5. Section 3 of the Memorandum of Lease Agreement is amended to read as follows:

3. Term of Lease: Commencing February 1, 2020 and ending December 31, 2034.

Section 1.6. Section 5 of the Memorandum of Lease Agreement is amended to read as follows:

5. Date of Termination: December 31, 2034.

Section 1.7. Section 3 of the Memorandum of Leaseback Agreement is amended to read as follows:

3. Term of Leaseback: Commencing February 1, 2020 and ending December 31, 2034.

Section 1.8. Section 5 of the Memorandum of Leaseback Agreement is amended to read as follows:

5. Date of Termination: December 31, 2034.

Section 1.9. Section 1.5 of the Tax Agreement is hereby amended to read as follows:

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 2033-2034 School District tax year, (ii) the 2026 County tax year through the 2034 County tax year, and (iii) the 2026 City tax year through the 2034 City tax year. This PILOT Agreement **shall expire on December 31, 2034**; *provided*, *however*, the Company shall pay (i) the 2034-2035 School District tax bill, (ii) the 2035 County tax bill, and (iii) the 2035 City tax bill 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 PILOT 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 PILOT 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 1.10. Schedule A to the Tax Agreement is hereby amended and replaced in its entirety with Exhibit A attached hereto.

Section 1.11. Section 2.1 of the Project Agreement is amended by adding a subsection (m) to read as follows:

(m) The Company shall, for a period of at least two (2) years, reduce rents at the Facility by a minimum of ten percent (10%).

Section 1.12. All other provisions of the Agency Documents shall remain in full force and effect.

Article II –**Miscellaneous**

Section 2.1. This 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 2.2. All notices, invoices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by nationally-recognized overnight courier, as follows:

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

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

To the Company: Ex Libris, LLC
305 North Tioga Street
Ithaca, New York 14850
Attn: A. Frost Travis

With a Copy To: Hancock Estabrook, LLP
200 E. Buffalo Street, Suite 301
Ithaca, New York 14850
Attn: Carrie J. Pollak, Esq.

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 2.3. This 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 Westchester County, New York.

Section 2.4. Other than those revisions and amendments as set forth herein, the Agency Documents remain otherwise unchanged and each of the parties hereto reaffirms their respective obligations thereunder.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Kellea Bauda
Title: Administrative Director

EX LIBRIS, LLC

By: _____
Name: A. Frost Travis
Title: Manager

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

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Kellea Bauda
Title: Administrative Director

EX LIBRIS, LLC

By: A. Frost Travis
Name: A. Frost Travis
Title: Manager

[Acknowledgment Page to Omnibus Amendment Agreement]

State of New York)
County of Tompkins) *ss.:*

On the 24 day of February in the year 2025, before me, the undersigned, personally appeared **KELLEA BAUDA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

INA K. ARTHUR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AR6197562
Qualified in Tompkins County
My Commission Expires 12-01-2028

Notary Public

State of New York)
County of Tompkins) *ss.:*

On the ___ day of February in the year 2025, before me, the undersigned, personally appeared **A. FROST TRAVIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to Omnibus Amendment Agreement]

State of New York)
County of Tompkins) *ss.:*

On the ___ day of February in the year 2025, before me, the undersigned, personally appeared **KELLEA BAUDA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
County of Tompkins) *ss.:*

On the 13 day of February in the year 2025, before me, the undersigned, personally appeared **A. FROST TRAVIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

April Watkins
Notary Public, State of New York
Reg. No. 01WA0008564
Qualified in Tompkins County
Commission Expires May 24, 2027

_____
Notary Public

EXHIBIT A

SCHEDULEA

to

PILOT Agreement

dated as of February 1, 2020, as amended February 1, 2022, as further amended February 25, 2025

by and between

Tompkins County Industrial Development Agency

and

Ex Libris, LLC

PILOT Year	City and County Tax Year	School District Tax Year	Total Taxable Valuation
1	2021	2020-21	Base Valuation multiplied by the respective tax rate for each Affected Tax Jurisdiction (after application of any applicable equalization rate)
2	2022	2021-2022	Base Valuation multiplied by the respective tax rate for each Affected Tax Jurisdiction (after application of any applicable equalization rate)
3	2023	2022-2023	Base Valuation multiplied by the respective tax rate for each Affected Tax Jurisdiction (after application of any applicable equalization rate)
4	2024	2023-2024	Base Valuation, plus (Added Value of Improvements x .00)
5	2025	2024-2025	Base Valuation, plus (Added Value of Improvements x .00)
6	2026	2025-2026	Base Valuation, plus (Added Value of Improvements x .00)
7	2027	2026-2027	Base Valuation, plus (Added Value of Improvements x .00)
8	2028	2027-2028	Base Valuation, plus (Added Value of Improvements x .10)
9	2029	2028-2029	Base Valuation, plus (Added Value of Improvements x .10)
10	2030	2029-2030	Base Valuation, plus (Added Value of Improvements x .10)
11	2031	2030-2031	Base Valuation, plus (Added Value of Improvements x .30)
12	2032	2031-2032	Base Valuation, plus (Added Value of Improvements x .50)
13	2033	2032-2033	Base Valuation, plus (Added Value of

			Improvements x .70)
14	2034	2033-2034	Base Valuation, plus (Added Value of Improvements x .90)
15	2035	2034-2035	100% (no abatement; full taxes paid)

As used in this PILOT Agreement, the term "Base Valuation" shall mean an amount equal to $925,000.

Following PILOT Year 3, the Base Valuation 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.

Following PILOT Year 3, 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 4 through 7, a ninety percent (90%) exemption in Tax Years 8 through 10, a seventy percent (70%) exemption in Tax Year 11, a fifty percent (50%) exemption in Tax Year 12, a thirty percent (30%) exemption in Tax Year 13, and a ten percent (10%) exemption in Tax Year 14.

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 the fourteenth Tax Year, the Facility shall be subject to full taxation by the affected taxing 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.

TP-584 (9/19)

Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A – Information relating to conveyance

Grantor/Transferor	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor*)			Social Security number (SSN)
☐ Individual	Ex Libris, LLC			
☐ Corporation	Mailing address			SSN
☐ Partnership	306 North Tioga Street			
☐ Estate/Trust	City	State	ZIP code	Employer Identification Number (EIN)
☐ Single member LLC	Ithaca	NY	14850	82-3349054
☐ Multi-member LLC	Single member's name if grantor is a single member LLC *(see instructions)*			Single member EIN or SSN
☒ Other				

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee*)			SSN
☐ Individual	Tompkins County Industrial Development Agency			
☒ Corporation	Mailing address			SSN
☐ Partnership	119 E. Seneca Street, Suite 200			
☐ Estate/Trust	City	State	ZIP code	EIN
☐ Single member LLC	Ithaca	NY	14850	16-1214039
☐ Multi-member LLC	Single member's name if grantee is a single member LLC *(see instructions)*			Single member EIN or SSN
☐ Other				

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
61.-1-4	500700	105 West Court Street	City of Ithaca	Tompkins

Type of property conveyed *(mark an X in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance: 02 (month) | 25 (day) | 2025 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(mark an X in all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☒ Leasehold grant
o. ☐ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☒ Other *(describe)* Lease Amendment

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 $		
	Schedule B, Part 2 $		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3)* ☒ **Exemption claimed**	1.	
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	
3	Taxable consideration *(subtract line 2 from line 1)*	3.	
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	
6	Total tax due* *(subtract line 5 from line 4)*	6.	

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part 1, line 1)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark an **X** in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) Conveyance is to a NYS IDA ..... a ☒

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* ..... k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services.*

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
Ex Libris, LLC By: A. Frost Travis	Manager	Tompkins County Industrial Development Agency By:	Admin. Director
A. Frost Travis		Kellea Bauda	

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Ex Libris, LLC By:		Tompkins County Industrial Development Agency By:	
Grantor signature	Title	Grantee signature	Title
A. Frost Travis	Manager	Kellea Bauda	Admin. Director
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services.*

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an ***X*** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax,* on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date