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February 21, 2020

VIA CERTIFIED MAIL
No. 9489-0090-0027-6150-6066-48

Rhonda Darling, Assessor
Corning City Hall
500 Nasser Civic Center Plaza
Corning, New York 14830

Re: Steuben County Industrial Development Agency ("Agency") and
Riedman Purcell CH II LLC ("Company")

Property: 171 East First Street, City of Corning, Steuben County

Tax Account No: 318.09-01-018.200

Dear Ms. Darling:

The Agency and the Company previously executed and filed with your office a certain Tax Agreement, dated as of September 1, 2018 (the "2018 Tax Agreement") encumbering certain premises at Pearl Street and 176 East Denison Parkway, each in the City of Corning, Steuben County, New York (the "Premises").

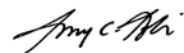
Subsequent to the execution of the 2018 Tax Agreement: (i) the Premises was subdivided into two (2) parcels, being more fully identified as (a) 176 East Denison Parkway in the City of Corning, Steuben County, New York (more particularly identified as tax map identification number 318.09-01-018.100) ("Lot 1"), and (b) 171 East First Street in the City of Corning, Steuben County, New York (more particularly identified as tax map identification number 318.09-01-018.200) ("Lot 2"); and (ii) the Company constructed an approximately ninety-six (96) unit market-rate apartment building with associated site improvements on Lot 1 of the Premises.

On or about February 19, 2020, the Agency and the Company: (i) partially terminated the 2018 Tax Agreement (releasing the portion of the Premises being Lot 2), pursuant to a certain Partial Termination of Tax Agreement, dated as of February 1, 2020, by and between the Agency and the Company (the "Partial Termination"), and (ii) entered into a certain Tax Agreement, dated as of February 1, 2020 (the "Lot 2 Tax Agreement"), which encumbers Lot 2 and pursuant to which the Company agrees to make payments-in-lieu-of-taxes for the benefit of the Affected Tax Jurisdictions (as defined in the Lot 2 Tax Agreement).

A copy of the executed Partial Termination and the Lot 2 Tax Agreement are enclosed for your reference, along with the original completed and signed RP-412-a Form, "Application for Real Property Tax Exemption".

Should you have questions, please contact me at (585) 419-8744.

Very truly yours,



Amy Abbink
Paralegal

ACA:kw

Enclosures

cc: Chief Elected Officials on Schedule A (w/encs. – copies)
Steuben County IDA (w/encs. – copies)
Riedman Purcell CH II LLC (w/encs. – copies)

Schedule A

<p><u>Via Certified Mail No.</u> <u>No. 9489-0090-0027-6150-6066-55</u> Steuben County Legislature Attn: Chair County Office Building 3 East Pulteney Square Bath, New York 14810</p>	<p><u>Via Certified Mail No.</u> <u>No. 9489-0090-0027-6150-6066-62</u> Steuben County Administrator 3 East Pulteney Square County Office Building Bath, New York 14810</p>
<p><u>Via Certified Mail No.</u> <u>No. 9489-0090-0027-6150-6066-79</u> Director of Real Property Tax Services County Office Building 3 East Pulteney Square Bath, New York 14810</p>	<p><u>Via Certified Mail No.</u> <u>No. 9489-0090-0027-6150-6066-86</u> Mayor of the City of Corning Corning City Hall 500 Nasser Civic Center Plaza Corning, New York 14830</p>
<p><u>Via Certified Mail No.</u> <u>No. 9489-0090-0027-6150-6066-93</u> Corning City Manager Corning City Hall 500 Nasser Civic Center Plaza Corning, New York 14830</p>	<p><u>Via Certified Mail No.</u> <u>No. 9489-0090-0027-6150-6067-09</u> Corning-Painted Post Area School District Attn: Superintendent 165 Charles Street Painted Post, New York 14870</p>
<p><u>Via Certified Mail No.</u> <u>No. 9489-0090-0027-6150-6067-16</u> Corning-Painted Post Area School District Attn: President of the Board of Education 165 Charles Street Painted Post, New York 14870</p>	

EVIDENCE OF FILING OF PILOT AGREEMENT WITH ASSESSOR:

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CORNING, NY 14830

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INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA) 2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name Steuben County Industrial Development Agency Name Riedman Purcell CH II LLC
Street PO Box 393, 7234 Route 54 North Street 45 East Avenue
City Bath, New York 14810 City Rochester, New York 14604
Telephone no. Day (607)-776-3316 Telephone no. Day (585) 232-2600
Evening () Evening ()
Contact James C. Johnson Contact David J. Riedman
Title Executive Director Title Managing Member

3. DESCRIPTION OF PARCEL
a. Assessment roll description (tax map no./roll year) 318.09-01-018.200
b. Street address 171 East First Street
c. City, Town or Village City of Corning
d. School District Corning
e. County Steuben
f. Current assessment
g. Deed to IDA (date recorded; liber and page)
Lease to IDA (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)
a. Brief description (include property use) Property will be site of the site of the construction of approximately thirty-five (35) unit market rate apartment building and associated site improvements
b. Type of construction Apartments
c. Square footage
d. Total cost Approx. \$8.72 million
e. Date construction commenced Immediately
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2041

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).
a. Formula for payment Please see attached Tax Agreement
b. Projected expiration date of agreement December 31, 2041

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Steuben</u>	X	
Town/City <u>C. Corning</u>	X	
Village <u>N/A</u>		X
School District <u>Corning</u>	X	

d. Person or entity responsible for payment

Name Riedman Purcell CH II LLC
 Title _____
 Address 45 East Avenue
Rochester, New York 14604

e. Is the IDA the owner of the property? Yes/No (circle one)
If "No" identify owner and explain IDA rights or interest in an attached statement. No. Occupant owns the property and leases the property to the IDA

Telephone (585) 232-2600

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) X Yes No Yes - under Tax Agreement dated as of September 1, 2018, which is being partially released pursuant to terms of enclosed Partial Termination of Tax Agreement, dated as of February 1, 2020

If yes, list the statutory exemption reference and assessment roll year on which granted: exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 2/21/20 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, James C. Johnson, Executive Director _____ of _____ Name _____ Title _____
Steuben County Industrial Development Agency hereby certify that the information Organization _____

on this application and accompanying papers constitutes a true statement of facts.

February 21, 2020

Date



Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

Tax Map Number/Address:

318.09-01-018.100 (formerly part of parcels
318.09-01-059.000 and 318.09-01-018.000)

176 East Denison Parkway
City of Corning
Steuben County, New York

PARTIAL TERMINATION OF TAX AGREEMENT

THIS PARTIAL TERMINATION OF TAX AGREEMENT, dated as of February 1, 2020 (this "Agreement"), by and between the **STEBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly organized and existing under the laws of the State of New York, with offices at 7234 Route 54 North, P.O. Box 393, Bath, New York 14810 (the "Agency"), and **RIEDMAN PURCELL CH II LLC**, a New York limited liability company, with offices at 45 East Avenue, Rochester, New York 14604 (the "Company").

WITNESSETH:

A. The Agency has a leasehold interest in certain premises at Pearl Street and 176 East Denison Parkway, each in the City of Corning, Steuben County, New York (collectively, the "Premises"), pursuant to a certain Lease Agreement, dated as of September 1, 2018 (the "Lease"), by and between the Company, as lessor, and the Agency, as lessee, a memorandum of which Lease, dated as of September 1, 2018 (the "Memorandum of Lease"), was recorded in the Office of the Steuben County Clerk on September 14, 2018, in Liber 2730 of Deeds, at page 138; and

B. The Agency and the Company are parties to a certain Tax Agreement, dated as of September 1, 2018 (the "Tax Agreement"), which encumbers the Premises and pursuant to which the Company agrees to make payments-in-lieu-of-taxes for the benefit of the Affected Tax Jurisdictions (as defined in the Tax Agreement); and

C. Subsequent to the recording of the Memorandum of Lease and execution of the Tax Agreement, (i) the Premises was subdivided into two (2) parcels, being more fully identified as (a) 176 East Denison Parkway in the City of Corning, Steuben County, New York (more particularly identified as tax map identification number 318.09-01-018.100) ("Lot 1") and (b) 171 East First Street in the City of Corning, Steuben County, New York (more particularly identified as tax map identification number 318.09-01-018.200) ("Lot 2"); and (ii) the Company constructed an approximately ninety-six (96) unit market-rate apartment building with associated site improvements on Lot 1; and

D. The Agency and the Company desire to cancel and terminate the Tax Agreement over a portion of the Premises being Lot 2 (and simultaneously with such cancellation and termination, enter into a certain Tax Agreement, dated as of February 1, 2020 (the "Lot 2 Tax Agreement"), which will encumber Lot 2 and pursuant to which the Company agrees to make

payments-in-lieu-of-taxes for the benefit of the Affected Tax Jurisdictions (as defined in the Lot 2 Tax Agreement)), and the Company desires to accept such cancellation and termination of the Company's rights over Lot 2 under the Tax Agreement, upon the terms and conditions described below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Terms and Conditions:

1. As of the date hereof, (i) the Tax Agreement shall be terminated over Lot 2 as set forth on Schedule A attached hereto and made a part hereof (the "Released Parcel") and the Agency and Company shall enter into the Lot 2 Tax Agreement, (ii) the Agency shall surrender, vacate and relinquish any and all rights under the Tax Agreement with respect to the Released Parcel, and (iii) there shall be no surviving obligations under the Tax Agreement with respect to the Released Parcel.

2. Except as modified and amended by this Agreement, all of the terms, covenants and conditions of the Tax Agreement are hereby ratified and confirmed and shall continue to be and remain in full force and effect throughout the remainder of the term of the Tax Agreement, over Lot 1 as set forth on Schedule B attached hereto and made a part hereof (the "Residue Parcel").

3. This Agreement shall be binding upon and inure to the benefit of the Company and Agency, their respective successors and assigns.

4. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Partial Termination Tax Agreement]

IN WITNESS WHEREOF, the Company and Agency have duly executed this Agreement as of the day and year first above written.

**STEBEN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: James C. Johnson
Title: Executive Director

RIEDMAN PURCELL CH II LLC

By: 
Name: David J. Riedman
Title: Manager

[Acknowledgment Page to Partial Termination of Tax Agreement]

STATE OF NEW YORK)
) SS.:
COUNTY OF STEUBEN)

On the 12th day of February in the year 2020, before me, the undersigned, personally appeared **JAMES C. JOHNSON**, 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 signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kathryn J. Forester
Notary Public

Kathryn J Forester
Notary Public, State of New York
Steuben County
NYS Notary # 01FO4638541
Expires 11/30/2022

STATE OF NEW YORK)
) SS.:
COUNTY OF Monroe)

On the 18th day of February in the year 2020, before me, the undersigned, personally appeared **DAVID J. RIEDMAN**, 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 signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

W. Stephen Tierney
Notary Public

W.STEPHEN TIERNEY
Notary Public, State of New York
Qualified in Monroe County
No. 02TI4784122
Commission Expires February 28, 2022

SCHEDULE A

Released Parcel

ALL THAT TRACT OR PARCEL OF LAND situate in the Phelps and Gorham Purchase, Township 2, Range 1, City Block 34, City of Corning, County of Steuben, and State of New York, being Lot 2 of the Corning Hospital Redevelopment Project Subdivision, as shown on a plat thereof prepared by BME Associates, having drawing number 2492A-01, last revised January 11, 2018, filed in the Steuben County Clerk's Office on September 21, 2018 as Survey Map #21984, and being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the centerline of East First Street (63' Right-of-Way) with a westerly boundary line of Lot 1, which point is 560.07 feet easterly of the intersection of the centerline of Chemung Street and the north right of way line of East First Street; thence N 13°58'32" E, a distance of 31.50 feet to the Point of Beginning; thence

1. N 76°01'35" W, along said northerly right-of-way line of East First Street, a distance of 424.34 feet to a point on an easterly boundary line of Lot 1; thence
2. N 13°58'25" E, along said easterly boundary line of Lot 1, a distance of 84.85 feet to a point on a southerly boundary line thereof; thence
3. S 76°01'35" E, along said southerly boundary line of Lot 1, a distance of 38.74 feet to a point on an easterly boundary line thereof; thence
4. N 13°58'32" E, along said easterly boundary line of Lot 1, a distance of 47.40 feet to a point on a southerly boundary line thereof; thence
5. S 76°01'28" E, along said southerly boundary line of Lot 1, a distance of 385.60 feet to a point on the aforementioned westerly boundary line of Lot 1; thence
6. S 13°58'32" W, along said westerly boundary line of Lot 1, a distance of 132.24 feet to the Point of Beginning.

SCHEDULE B

Residue Parcel

ALL THAT TRACT OR PARCEL OF LAND situate in the Phelps and Gorham Purchase, Township 2, Range 1, City Block 34, City of Corning, County of Steuben, and State of New York, being Lot 1 of the Corning Hospital Redevelopment Project Subdivision, as shown on a plat thereof prepared by BME Associates, having drawing number 2492A-01, last revised January 11, 2018, filed in the Steuben County Clerk's Office on September 21, 2018 as Survey Map #21984, and being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the easterly right-of-way line of Chemung Street (63' Right-of-Way) with the southerly right-of-way line of Denison Parkway East (90' Right-of-Way); thence

1. S 76°01'35" E, along said southerly right-of-way line of Denison Parkway East, a distance of 567.65 feet to a point at the northwesterly boundary corner of Lot 3; thence
2. S 13°58'25" W, along the westerly boundary line of Lot 3 and along the westerly terminus of Cluthra Lane (20' Right-of-Way), a distance of 185.00 feet to the northwesterly boundary corner of Lot 4; thence
3. S 13°58'32" W, along the westerly boundary line of Lot 4, a distance of 165.00 feet to a point on the northerly right-of-way line of East First Street (63' Right-of-Way); thence
4. N 76°01'35" W, along said northerly right-of-way line of East First Street, a distance of 39.08 feet to the southeasterly boundary corner of Lot 2; thence
5. N 13°58'32" E, along the easterly boundary line of Lot 2, a distance of 132.24 feet to the northeasterly boundary corner thereof; thence
6. N 76°01'28" W, along the northerly boundary line of Lot 2, a distance of 385.60 feet to a northwesterly boundary corner thereof; thence
7. S 13°58'32" W, along a westerly boundary line of Lot 2, a distance of 47.40 feet to a point on a northerly boundary line thereof; thence
8. N 76°01'35" W, along said northerly boundary line of Lot 2, a distance of 38.74 feet to a point at a northwesterly boundary corner thereof; thence
9. S 13°58'25" W, along a westerly boundary line, a distance of 84.85 feet to a point on the aforementioned northerly right-of-way line of East First Street; thence
10. N 76°01'35" W, along said northerly right-of-way line of East First Street, a distance of 104.23 feet to a point at the intersection of said northerly right-of-way line of East First Street with the aforementioned easterly right-of-way line of Chemung Street; thence

11. N 13°58'25" E, along said easterly right-of-way line of Chemung Street, a distance of 350.00 feet to the Point of Beginning.

Intending to describe a 3.315±-acre parcel known as 176 Denison Parkway East, Corning, New York (more particularly described as tax identification number 318.09-01-018.100).

STEBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

RIEDMAN PURCELL CH II LLC

TAX AGREEMENT

Property:

171 East First Street
City of Corning
Steuben County, New York

Tax Map No.:

318.09-01-018.200

Affected Tax Jurisdictions:

City of Corning, New York
Steuben County, New York
Corning-Painted Post Area School District

Dated as of February 1, 2020

TAX AGREEMENT

THIS TAX AGREEMENT (the "Agreement"), dated as of February 1, 2020, is by and between **STEBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York, with offices at 7234 Route 54 North, P.O. Box 393, Bath, New York 14810 (the "Agency"), and **RIEDMAN PURCELL CH II LLC**, a New York limited liability company, with offices at 45 East Avenue, 5th Floor, Rochester, New York 14604 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 178 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 requested the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at 171 East First Street, City of Corning, Steuben County, New York (and collectively with any lands located in Steuben County and occupied by license or easement during construction or improved by third parties for the benefit of the Project, the "Land"), commonly known as the former Corning Hospital, (ii) the construction on the Land of an approximately thirty-five (35) unit market-rate apartment building with associated site improvements (the "Improvements") and (iii) the acquisition and installation in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment"; and collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, in order to induce the Company to acquire, construct and equip the Facility, the Agency is willing to take or retain leasehold interest in the Land, the Improvements and the Equipment constituting the Facility pursuant to a certain Lease Agreement, dated as of February 1, 2020 (the "Lease Agreement"), by and between the Company, as lessor, and the Agency, as lessee, and lease said Land, Improvements and Equipment back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of February 1, 2020 (the "Leaseback Agreement"), by and between the Agency, as sub-lessor, and the Company, as sub-lessee; 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 Steuben County, New York (the "County"), the City of Corning, New York (the "City") and the Corning-Painted Post Area School District (the "School District"; and, collectively with the County and the City, 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 I - Payment in lieu of Ad Valorem Taxes.

1.1 A. Subject to the completion and filing by the taxable status date (**March 1, 2021**) (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 and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes commencing with the 2022 County tax year, the 2021-2022 City tax year, and the 2021-2022 School District tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, the City and the School. The Company shall provide to the Agency 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 except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. For the term of this Agreement, the Company agrees to pay on or before January 1 of each year (the "Tax Payment Due Date") to the Agency at 7234 Route 54, P.O. Box 393, Bath, New York 14810, or at such other address as shall be designated in writing from time to time by the Agency, on behalf of the Affected Tax Jurisdictions and as a payment in lieu of taxes, commencing on or before January 1, 2022, an amount equal to the Total Tax Payment (as such term is hereinafter defined) set forth on Schedule A attached hereto.

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 subject parcels are not on the tax rolls.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder 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 a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total Tax Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For the County and the City and special district 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 Tax Payment Due Date. For School District purposes, the tax rates used to determine the Tax Payment shall be the rate relating to the School District year which includes the Tax Payment Due Date.

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 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 reasonably 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 if the Future Addition shall cause an increase in the assessed value of the Facility, as determined by the applicable tax assessor. If the Company shall disagree with the determination of assessed value for any Future Additions, 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 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 or the Affected Tax Jurisdictions' sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2021-2022 School District tax year through the 2040-2041 School District tax year, (ii) the 2021-2022 City tax year through the 2040-2041 City tax year, and (iii) the 2022 County tax year through the 2041 County tax year. This Tax Agreement shall expire on **December 31, 2041**; provided, however, the Company shall pay the 2041-2042 School tax bill, the 2041-2042 City tax bill, and the 2042 County 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 Agreement executed by both parties after any applicable public hearings. The Company agrees that, during the term hereof, it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the 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 II - Special District Charges, Special Assessments and Other Charges.

2.1 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 III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Agency to the Company (the Lease Agreement and the Leaseback Agreement 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 I herein, or this Agreement terminates and the Facility 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 IV - 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 Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) permit 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 V - Changes in Law.

5.1 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 VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to (i) make any payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty (the "Delinquency Date"); or (ii) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable cure periods. 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, the Agency and/or 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 any payment required to be made hereunder is not made 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 commencing on or after such Delinquency Date, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month.

Section VII - Assignment.

7.1 No portion of any interest in this 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 or delayed.

Section VIII - Miscellaneous.

8.1 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.

8.2 All notices, 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, as follows:

To the Agency: Steuben County Industrial Development
7234 Route 54 North
P.O. Box 393
Bath, New York 14810
Attn: Executive Director

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

To the Company: Riedman Purcell CH II LLC
45 East Avenue, 5th Floor
Rochester, New York 14604
Attn: David J. Riedman

With a copy to: Woods Oviatt Gilman LLP
1900 Bausch & Lomb Place
Rochester, New York 14604
Attn: W. Stephen Tierney, Esq.

To the Lender: Five Star Bank
100 Chestnut Street
Rochester, New York 14604
Attn: Todd W. Andrews

With a copy to: Hodgson Russ LLP
70 Linden Oaks, Third Floor
Rochester, New York 14625
Attn: Peter C. Lutz, 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.

8.3 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 Steuben 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. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this 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 Agreement.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Tax Agreement]

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

STEUBEN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: James Johnson
Title: Executive Director

RIEDMAN PURCELL CH II LLC

By: 
Name: David J. Riedman
Title: Manager

SCHEDULE A

**TO
TAX AGREEMENT
DATED AS OF FEBRUARY 1, 2020
BY AND BETWEEN
STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND
RIEDMAN PURCELL CH II LLC**

"**Total Tax Payment**" shall mean an amount per annum as set forth below.

<u>Year</u>	<u>School District Tax Year</u>	<u>City Tax Year</u>	<u>County Tax Year</u>	<u>Total Tax Payment</u>
1	2021-22	2021-22	2022	\$31,332
2	2022-23	2022-23	2023	\$32,889
3	2023-24	2023-24	2024	\$36,032
4	2024-25	2024-25	2025	\$37,598
5	2025-26	2025-26	2026	\$39,165
6	2026-27	2026-27	2027	\$40,732
7	2027-28	2027-28	2028	\$42,298
8	2028-29	2028-29	2029	\$43,865
9	2029-30	2029-30	2030	\$45,431
10	2030-31	2030-31	2031	\$46,998
11	2031-32	2031-32	2032	\$48,565
12	2032-33	2032-33	2033	\$50,131
13	2033-34	2033-34	2034	\$51,698
14	2034-35	2034-35	2035	\$53,264
15	2035-36	2035-36	2036	\$54,831
16	2036-37	2036-37	2037	\$56,398
17	2037-38	2037-38	2038	\$57,964
18	2038-39	2038-39	2039	\$59,531
19	2039-40	2039-40	2040	\$61,097
20	2040-41	2040-41	2041	\$62,664
Year 21 and Thereafter ... Full Taxes				