

## **AGENT AND FINANCIAL ASSISTANCE AND PROJECT AGREEMENT**

THIS AGENT AND FINANCIAL ASSISTANCE AND PROJECT AGREEMENT (hereinafter, the "Agent Agreement"), made as of the 28th day of February, 2017, by and among the **TROY INDUSTRIAL DEVELOPMENT AUTHORITY**, a public benefit corporation of the State of New York, with offices at 433 River Street, 5<sup>th</sup> Floor, Troy, New York (the "Authority"), **MLK HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and private housing development fund company formed pursuant to Article XI of the New York Private Housing Finance Law and the Not-for-Profit Corporation Law having offices at 1 Eddy's Lane, Troy, New York 12180 (the "HDFC") and **MLK TROY ASSOCIATES L.P.**, a New York Limited Partnership having an address of c/o Beacon Communities LLC, Two Center Plaza, Suite 700, Boston, MA 02108 (the "Beneficial Owner", and together herein collectively with the HDFC, the "Company").

### **WITNESSETH:**

WHEREAS, the Authority was created by Title 11 of Article 8 of the Public Authorities Law of the State of New York ("PAL"), as amended, and Chapter 759 of the Laws of 1967 of the State of New York, as amended (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Beneficial Owner, on its own behalf and/or on the behalf of the Company previously requested the Authority's assistance with a certain project (the "Project") consisting of (i) the acquisition by the Authority of a leasehold or other interest in all or portions of a certain parcel of real property owned by the Troy Housing Authority and located on Eddys Lane, Troy, New York 12180 (the "Land", being comprised of an approximately 8.278 acre portion of TMID No. 90.55-7-1 and identified as TMID No. 90.55-7-1.1) and the existing improvements located thereon, including various building structures and related improvements located thereon that contain 54 rental apartment units and related amenities (the "Existing Improvements"); (B) the selective demolition, renovation, reconstruction, refurbishing and equipping by the Company as agent of the Authority of portions of the Existing Improvements, including 6 existing buildings containing 54 units of residential housing for a net result of 8 structures containing 46 residential units that, in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and applicable regulations promulgated by the United States Department of Housing and Urban Development ("HUD") and New York State Division of Housing and Community Renewal ("DHCR"), will be leased to households satisfying applicable median gross income restrictions, along with renovations to building structure, common areas, kitchen areas, laundry areas, heating systems, plumbing, roofs, elevators, windows, and other onsite and offsite parking, curbage and infrastructure improvements (collectively, the "Improvements"); (C) the acquisition of and installation in and around the Land, Existing Improvements and Improvements of certain machinery, fixtures, equipment and other items of tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); and (D) the lease of the Authority's interest in the Facility back to the Company; and

WHEREAS, by Resolution adopted on December 20, 2015 (the "Resolution"), the Authority authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agent Agreement; and

WHEREAS, by its Resolution, the Authority has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of a partial abatement from real property taxes benefit conferred through a certain Payment in Lieu of Tax Agreement to be entered into as of the date hereof (the "PILOT Agreement") requiring the Company to make payments in lieu of taxes ("PILOT Payments") for the benefit of each municipality and school district having taxing jurisdiction over the Project, (collectively, the "Financial Assistance"); and

WHEREAS, pursuant to and in accordance with Chapter 563 of the Laws of 2015 and sections 859-a and 874 of the General Municipal Law ("GML"), the Authority requires, as a condition and as an inducement for it to provide any Financial Assistance, that the Company enter into this Agent Agreement for the purposes of, among other things, to govern administration of and to provide assurances with respect to the provision and recapture of said Financial Assistance upon the terms herein set forth; and

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

WHEREAS, no agent status in favor of the Company or any subagent thereof, nor any amount of Financial Assistance shall be provided to the Company by the Authority prior to the effective date of this Agent 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:

1. Purpose of Project and Scope of Authority. The purpose of the Authority's provision of 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 Project facility to advance job opportunities, health, general prosperity and economic welfare of the people of the City of Troy, and to specifically promote the investment commitment, employment commitment, and other commitments of the Company contained herein and within the Company's Application.

The parties hereto acknowledge and agree that neither the Company nor the Beneficial Owner have requested financial assistance from the Authority in the form of sales and use tax exemptions or mortgage recording tax exemptions. The parties hereto further acknowledge and agree that the financial assistance conferred by the Authority to the Company and Beneficial Owner shall be limited to a partial abatement from real property taxes benefit conferred through the PILOT Agreement. As a material commitment and inducement for the Authority to enter into this Agent Agreement and the PILOT Agreement, the Company shall complete the Project on or before June 30, 2018, unless extended as contemplated by the Resolution.

2. Representations and Covenants of the HDFC and Beneficial Owner.

The HDFC and Beneficial Owner make the following representations and covenants, each as to and for themselves only, as the basis for the undertakings on their part herein contained:

(a) The HDFC is a New York not-for-profit corporation and private housing development fund company formed pursuant to Article XI of the New York Private Housing Finance Law and the Not-for-Profit Corporation Law and the Beneficial Owner is a New York limited partnership and each have the authority to enter into and/or perform obligations under this Agent Agreement and have duly authorized the execution and delivery dated as of the date hereof of this Agent Agreement pursuant to and in accordance with the HDFC's Certificate of Incorporation and the Beneficial Owner's Amended and Restated Limited Partnership Agreement (the "Limited Partnership Agreement"), respectively.

(b) Neither the execution and delivery of this Agent Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agent 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 HDFC or Beneficial Owner 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 HDFC or Beneficial Owner under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will 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 Authority harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (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 HDFC or Beneficial Owner, threatened against or affecting the HDFC or Beneficial Owner, to which the HDFC or Beneficial Owner is a party, and in which an adverse result would in any way diminish or adversely impact on the HDFC or Beneficial Owner's ability to fulfill its obligations under this Agent Agreement.

(e) The HDFC and Beneficial Owner covenant that the Facility will comply in all material 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) the HDFC and Beneficial Owner 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 or disposed of on the Facility by the HDFC and Beneficial Owner, (iv) that no underground storage tanks will be located on the Facility, following completion of the Improvements, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The HDFC and Beneficial Owner, upon receiving any information or notice contrary to the representations contained in this Section shall promptly notify the Authority in writing with full details regarding the same. The HDFC and

Beneficial Owner hereby releases the Authority from liability with respect to, and agrees to defend, indemnify, and hold harmless the Authority, its executive director, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all actual claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or material inaccuracy of the representations contained in this Section, except to the extent caused by the gross negligence or willful misconduct of the Authority and/or such executive director, directors, members, officers, employees, agents, representatives, successors, and assigns. In the event the Authority 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 HDFC and Beneficial Owner agree to pay the actual expenses of same to the Authority upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent under the Leaseback Agreement. The HDFC and Beneficial Owner hereby agree that at all times during which it is operating the Project, and whether or not this Agent Agreement is in effect, to comply with, and endeavor to ensure compliance by its subtenants or sublessees with, the provisions of the Environmental Compliance and Indemnification Agreement dated on or about the date hereof, by and between the Authority and the HDFC and Beneficial Owner (the "Environmental Compliance Agreement").

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

(g) To the extent applicable, and in accordance with Section 1963-B of the PAL and Section 875(3) of the GML, the policies of the Authority, and the Resolution, the Company covenants and agrees that it may be subject to a Recapture Event Determination (as hereinafter defined) resulting in the potential recapture and/or termination of any and all Financial Assistance, as described below, if the Company receives, or any duly appointed subagents receives any Financial Assistance from the Authority, and it is determined by the Authority that:

(1) 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

(2) the Company fails to meet and maintain the thresholds and requirements representing certain material terms and conditions, said Material Term Commitment #1, and Material Term Commitment #2, all as further defined below, being the purposes to be achieved by the Authority with respect to its determination to provide Financial Assistance to the Project and required by the Authority to be complied with and adhered to, as evidenced by submission, as so required by the Authority, of written confirmation certifying and confirming on an annual basis beginning in the first year in which Financial Assistance is so claimed, through the conclusion of the later of either: (i) two (2) years following the construction completion date or (ii) the termination of this Agent Agreement or the PILOT Agreement) (said date hereinafter referred to as the "Project Completion Date" and the time period so referenced being hereinafter defined as the "Material Terms and Conditions Monitoring Period") confirming:

(a) Material Term Commitment #1 Company Capital Expenditures of no less than \$13,242,927; and

(b) Material Term Commitment #2 Company Full Time Job Minimum (“FTA”) of 4, Part Time 15 and Seasonal 8;

In order to certify and verify the foregoing, the Company shall provide annually, to the Authority, a certified statement and documentation: i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the financial assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the project location, (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created, and (iii) such other information, as so requested from time to time, to enable the Authority to assess the progress of the Project toward achieving the investment, job retention, job creation, or other objectives of the Project indicated in the Application for Financial Assistance.

The Company shall annually complete and submit to the Authority the Annual Certification Report in the form attached hereto as Exhibit B. Failure by the Company to complete and submit said form to the Authority by February 15 of each year during the Material Terms and Conditions Monitoring Period shall constitute an Event of Default hereunder, whereby the Authority, in its sole and absolute discretion, may terminate this Agent Agreement, the Leaseback Agreement and/or the PILOT Agreement and undertake a Recapture Event Determination.

The findings made by the Authority with respect to Section 2(g)(1) and/or failure to provide the written confirmation as required by Section 2(g)(2) with respect to the thresholds and requirements as identified in Section 2(g)(2), above, and/or failure to meet the thresholds and requirements as identified in Section 2(g)(2) above, may potentially be determined by the Authority, in accordance with the Authority’s “Project Recapture and Termination Policy”, following expiration of all applicable notice, hearing and cure periods, to constitute a failure to comply with Section 875(3) of the New York General Municipal Law, and/or a failure to comply with a material term or condition to use property or services or Authority Financial Assistance in the manner approved by the Authority in connection with the Project, and/or a failure to comply with the Authority’s policies and Resolution (collectively, findings and determinations made as described herein with respect to Section 2(g)(1) and/or the failure under Section 2(g)(2) to submit the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 2(g)(2) are hereby defined as a “Recapture Event Determination”). If the Authority makes a Recapture Event Determination, the Company agrees and covenants that it will (i) cooperate with the Authority in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Authority that the Authority demands in connection therewith. Upon receipt of such amounts, the Authority shall then redistribute such amounts to the appropriate affected tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Authority, the New York State Tax

Commissioner and/or local taxing authorities may assess and determine the Financial Assistance due from the Company, together with any relevant penalties and interest due on such amounts.

(h) In accordance with the Resolution and the Cost-Benefit Analysis (the "CBA") disclosed by the Authority at its public hearing for the Project (the "Public Hearing"), the Company confirms that real property tax abatement benefits 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 PILOT Agreement, a copy of such CBA is and PILOT Agreement shall be attached hereto as Exhibit A.

(i) The Company acknowledges and agrees that, except to the extent of bond proceeds (to the extent bonds are issued by the Authority with respect to the Project), the Authority 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.

(j) The Company covenants and agrees that at all times during the Material Terms and Conditions Monitoring Period, it will (i) maintain its existence and not dissolve, (ii) continue to be a limited partnership or not-for-profit corporation, as applicable, 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 Agreement may not be assigned in whole or part without the prior written consent of the Authority

(k) 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 Authority 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 Agent 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(n). In such event, the Company, with the prior written consent of the Authority (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 Authority shall notify the Company that it must comply with such requirement or requirements.

3. Hold Harmless Provision. The Company hereby releases the Authority from, agrees that the Authority shall not be liable for, and agrees to indemnify, defend and hold the Authority and its executive director, directors, members, officers, employees, agents (except 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 Agent Agreement or (ii) liability arising from or expense incurred by the Authority's financing, acquiring, constructing, rehabilitating, renovating, 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 Authority, 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 Authority or any other person or entity to be indemnified.

4. Insurance Required. Effective as of the date hereof and until the Authority consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto. Such insurance shall be provided, in whole or in part, either through insurance carriers meeting the requirements of this Agent Agreement or through a funded self-insurance program, and shall include, but not necessarily be limited to:

(a) (i) 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 (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well.

(b) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the Authority 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 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, and \$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 worker's compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

5. Additional Provisions Respecting Insurance. (a) 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 for payment of the losses of the Company and the Authority as their respective interests may appear. The Company shall cause all contractors and agents of the Company undertaking the Project to carry and provide evidence of insurance as required within Section 4(a) and 4(c) of this Agent Agreement, with the Authority named as an additional insured on the insurance required under Section 4(c).

(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 Authority on the date hereof. At least thirty (30) days prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Authority evidence that the policy has been renewed or replaced or is no longer required by this Agent Agreement.

6. This Agent 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.

7. 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, or by a nationally-recognized overnight courier, addressed as follows:

To the Authority: Troy Industrial Development Authority  
433 River Street, 5th Floor  
Troy, New York 12180  
Attn: Chief Executive Officer

With a copy to: Harris Beach PLLC  
677 Broadway, Suite 1101  
Albany, New York 12207  
Attn: Justin S. Miller, Esq.

To the Company: MLK Housing Development Fund Company, Inc.  
c/o Troy Housing Authority  
1 Eddy's Lane  
Troy, New York 12180

To the Beneficial Owner: MLK Troy Associates L.P.  
c/o Beacon Communities LLC  
Two Center Plaza, Suite 700  
Boston, MA 02108

With copies to:

Cannon Heyman & Weiss, LLP  
54 State Street, 5th Floor  
Albany, New York 12207

Attn: Steven S. Heyman, Esq.

And to:

Key Community Development Corporation  
Mailcode: OH-01-27-0859  
127 Public Square  
Cleveland, Ohio 44114  
Attn: Asset Manager

And to:

Squire Patton Boggs LLP  
2000 Huntington Center  
41 South High Street  
Columbus, Ohio 43215  
Attn: Thomas F. Kibbey, Esq.

And to:

KeyBank National Association  
Community Development Lending Department  
Mailcode OH-01-51-0311  
4910 Tiedeman Road  
Brooklyn, Ohio 44144

And to:

Troy Housing Authority  
1 Eddys Lane  
Troy, New York 12180  
Attn: Executive Secretary

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. This Agent 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 Rensselaer County, New York.

9. The warranties, representations, obligations and covenants of the Company under this Agent Agreement shall be absolute and unconditional and shall remain in full force and effect during the term of this Agent Agreement, shall be deemed to have been relied upon by the Authority, and shall survive the delivery and termination of this Agent Agreement to the Authority, regardless of any investigation made by the Authority. This Agent Agreement shall

survive any termination or expiration of the Leaseback Agreement or the PILOT Agreement, as described below.

10. The parties are contemplating that unless the Authority and Company enter into a Lease Agreement (the "Lease Agreement"), and related Leaseback Agreement (the "Leaseback Agreement"), the Company agrees not to take title to any real property as agent for the Authority.

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

12. Payment and Performance Obligations. Notwithstanding any other provision contained herein to the contrary, and pursuant to the Nominee Agreement, the Beneficial Owner shall have the sole responsibility to undertake all payment and performance obligations contained herein (other than any such obligation which: (1) can only be paid or performed by the HDFC, its affiliates, employees, agents, representatives, contractors and/or subcontractors; (2) is intended by the express terms of this Agent Agreement to be paid or performed exclusively by the HDFC, its affiliates, employees, agents, representatives, contractors and/or subcontractors; or (3) arises due to the acts or omissions of the HDFC, its affiliates, employees, agents, representatives, contractors and/or subcontractors; including, but not limited to, the obligations contained in Section 2(a), 2(b), 2(d), 2(e), 2(g), 2(m) and 2(n) of this Agent Agreement).

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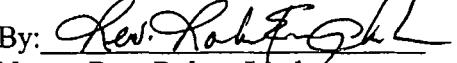
*[Signature Page to Agent and Financial Assistance and Project Agreement]*

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

**TROY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By:   
Name: Steven Strichman  
Title: Executive Director

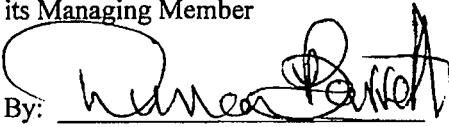
**MLK HOUSING DEVELOPMENT  
FUND COMPANY, INC.**

By:   
Name: Rev. Robert Linder  
Title: Vice President

**MLK TROY ASSOCIATES L.P.**

By: OHD – MLK LLC,  
its Managing General Partner

By: Beacon Communities Corp.,  
its Managing Member

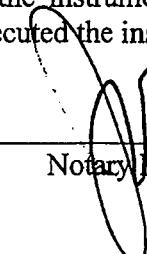
By:   
Name: Duncan Barrett  
Title: Authorized Signatory

*[Acknowledgment Page to Agent and Financial Assistance and Project Agreement]*

State of New York )  
County of Albany ) ss.:

On the 27th day of February in the year 2017, before me, the undersigned, personally appeared STEVEN STRICHMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

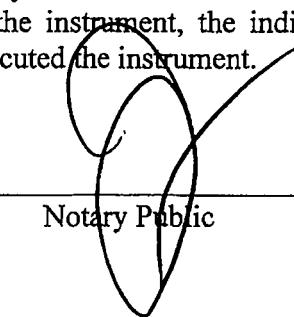
JUSTIN S. MILLER  
Notary Public, State of New York  
No. 02MI6020242  
Qualified in Albany County  
Commission Expires June 8, 2019

  
Notary Public

State of New York )  
County of Albany ) ss.:

On the 27th day of February in the year 2017, before me, the undersigned, personally appeared REV. ROBERT LINDER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

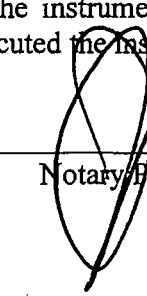
JUSTIN S. MILLER  
Notary Public, State of New York  
No. 02MI6020242  
Qualified in Albany County  
Commission Expires June 8, 2019

  
Notary Public

State of New York )  
County of Albany ) ss.:

On the 27th day of February in the year 2017, before me, the undersigned, personally appeared DUNCAN BARRETT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JUSTIN S. MILLER  
Notary Public, State of New York  
No. 02MI6020242  
Qualified in Albany County  
Commission Expires June 8, 2019

  
Notary Public

**EXHIBIT A**

**COST BENEFIT ANALYSIS AND PILOT AGREEMENT**

[attached]

## OHD/MLK PHASE I

Tax Year		PILOT		HCA	Estimated Taxes No PILOT \$9,200,000 FMV
		46 Units		46 Units	
		\$400 Per unit		\$150 Per unit	
2017		\$18,400		\$6,900.00	\$37,020.80
2018		\$18,768		\$7,038.00	\$37,761.22
2019		\$19,143		\$7,178.76	\$38,516.44
2020		\$19,526		\$7,322.34	\$39,286.77
2021		\$19,917		\$7,468.78	\$40,072.50
2022		\$20,315		\$7,618.16	\$40,873.95
2023		\$20,721		\$7,770.52	\$41,691.43
2024		\$21,136		\$7,925.93	\$42,525.26
2025		\$21,559		\$8,084.45	\$43,375.77
2026		\$21,990		\$8,246.14	\$44,243.28
2027		\$22,429		\$8,411.06	\$45,128.15
2028		\$22,878		\$8,579.28	\$46,030.71
2029		\$23,336		\$8,750.87	\$46,951.33
2030		\$23,802		\$8,925.89	\$47,890.35
2031		\$24,278		\$9,104.40	\$48,848.16
2032		\$24,764		\$9,286.49	\$49,825.12
2033		\$25,259		\$9,472.22	\$50,821.63
2034		\$25,764		\$9,661.67	\$51,838.06
2035		\$26,280		\$9,854.90	\$52,874.82
2036		\$26,805		\$10,052.00	\$53,932.32
2037		\$27,341		\$10,253.04	\$55,010.96
2038		\$27,888		\$10,458.10	\$56,111.18
2039		\$28,446		\$10,667.26	\$57,233.40
2040		\$29,015		\$10,880.60	\$58,378.07
2041		\$29,595		\$11,098.22	\$59,545.63
2042		\$30,187		\$11,320.18	\$60,736.55
2043		\$30,791		\$11,546.58	\$61,951.28
2044		\$31,407		\$11,777.52	\$63,190.30
2045		\$32,035		\$12,013.07	\$64,454.11
2046		\$32,676		\$12,253.33	\$65,743.19

**\$746,453**

**\$279,919.75**

**\$1,501,862.75**

**TROY INDUSTRIAL DEVELOPMENT AUTHORITY**

**AND**

**MLK HOUSING DEVELOPMENT FUND COMPANY, INC.**

**AND**

**MLK TROY ASSOCIATES L.P.**

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**PAYMENT IN LIEU OF TAX AGREEMENT**

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Dated as of February 28, 2017

**Address and Tax Map Number:**

**24-67, 78-87 Eddy's Lane**

**Troy, New York 12180**

**TMID No.: 90.55-7-1.1**  
**IDA Project Number 3806-17-02A**

***Affected Tax Jurisdictions:***  
**Rensselaer County**  
**City of Troy**  
**Enlarged City School District of Troy**

## **PAYMENT IN LIEU OF TAX AGREEMENT**

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "Agreement"), dated as of the 28th day of February 2017, by and among the **TROY INDUSTRIAL DEVELOPMENT AUTHORITY**, a public benefit corporation of the State of New York, having its offices at One Monument Square, Troy, New York 12180 (the "Authority") and **MLK HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and private housing development fund company formed pursuant to Article XI of the New York Private Housing Finance Law and the Not-for-Profit Corporation Law having offices at 1 Eddy's Lane, Troy, New York 12180 (the "HDFC") and **MLK TROY ASSOCIATES L.P.**, a New York Limited Partnership having an address of c/o Beacon Communities LLC, Two Center Plaza, Suite 700, Boston, MA 02108 (the "Beneficial Owner", and together herein collectively with the HDFC, the "Company").

### **WITNESSETH:**

WHEREAS, by Title 11 of Article 8 of the Public Authorities Law of the State of New York (the "State"), as amended, and Chapter 759 of the Laws of 1967 of the State of New York, as amended (hereinafter collectively called the "Act"), the Authority was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, the Beneficial Owner, on its own behalf and/or on the behalf of the Company previously requested the Authority's assistance with a certain project (the "Project") consisting of (i) the acquisition by the Authority of a leasehold or other interest in all or portions of a certain parcel of real property located on Eddys Lane, Troy, New York 12180 (the "Land", being comprised of an approximately 8.278 acre portion of TMID No. 90.55-7-1 and identified as TMID No. 90.55-7-1.1) and the existing improvements located thereon, including various building structures and related improvements located thereon that contain 54 rental apartment units and related amenities (the "Existing Improvements"); (B) the selective demolition, renovation, reconstruction, refurbishing and equipping by the Company as agent of the Authority of portions of the Existing Improvements including 6 existing buildings containing 54 units of residential housing for a net result of 8 structures containing 46 residential units that, in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and applicable regulations promulgated by the United States Department of Housing and Urban Development ("HUD") and New York State Division of Housing and Community Renewal ("DHCR"), will be leased to households satisfying applicable median gross income restrictions, along with renovations to building structure, common areas, kitchen areas, laundry areas, heating systems, plumbing, roofs, elevators, windows, and other onsite and offsite parking, curbage and infrastructure improvements (collectively, the "Improvements"); (C) the acquisition of and installation in and around the Land, Existing Improvements and Improvements of certain machinery, fixtures, equipment and other items of tangible personal property (the "Equipment")

and, collectively with the Land, the Existing Improvements and the Improvements, the “Facility”); and (D) the lease of the Authority’s interest in the Facility back to the Company; and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Authority is willing to take a leasehold interest in the land, improvements and personal property constituting the Facility pursuant to a Lease Agreement, dated as of the date hereof (the “Lease Agreement”), and lease said land, improvements and personal property back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement to be dated on or about the date hereof (the “Leaseback Agreement”); and

WHEREAS, pursuant to Section 1963 of the Act, the Authority 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 Authority 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 Authority for the benefit of the County of Rensselaer (the “County”), the City of Troy (the “City”), and the Enlarged City School District of Troy (hereinafter the “School District” or “School” 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- Prior Exemption Continued.

A. Prior to the date hereof, the Land and Existing Improvements were exempt from real property taxes pursuant to ownership thereof by the Troy Housing Authority (“THA”). In furtherance of the Project, the HDFC has acquired fee title to the Land and Existing Improvements from THA, as nominee for the Beneficial Owner, pursuant to a certain Bargain and Sale Deed, dated as of the date hereof (the “Deed”), with such Deed also granting the Authority a leasehold interest in the Land and Existing Improvements, with the terms and conditions of said leasehold interest being set forth within the Lease Agreement. The HDFC and Beneficial Owner further warrant that pursuant to a certain Declaration of Interest and Nominee Agreement, dated as of the date hereof (the “Nominee Agreement”), the Beneficial Owner possesses the entire equitable and beneficial ownership interest in the Leased Premises and the Project (as defined herein). Pursuant to Section 1963 of the Act, RPTL Section 412, and relevant opinions issued by the New York State Office of Real Property Tax Services, the Authority’s acquisition of such leasehold interest in the Land and Existing Improvements from THA shall have the effect of continuing and maintaining the exempt status (Section Roll 8) of the Land and Existing Improvements.

B. Pursuant to Section 1953(14) of the Act, and within fifteen days of the date hereof, the Authority shall cause this Agreement to be distributed to the Affected Tax

Jurisdictions and at the same time will transmit a New York State Form RP-412-a Application For Real Property Tax Exemption (the “Exemption Application”) under RPTL Sections 412 and 412-a and Section 1963 of the Act to the Assessor of the City for purposes of maintaining the exempt status of the Facility after the date hereof and continuing after the taxable status date of March 1, 2017 (the “Taxable Status Date”).

C. Continuing as of and after the date hereof, the Facility shall be exempt from Real Estate Taxes, including: (i) the remaining periods of the 2017 County and City tax years, and the remaining period of the 2016-2017 School tax year. For purposes of the foregoing “Real Estate Taxes” means all general levy real estate taxes levied against the Facility by the County, City and School. The Authority shall file the Exemption Application prior to the Taxable Status Date and the Company shall provide to the Authority 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 Lease Agreement and/or 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 Authority, 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 “commercial project” under the Act; (ii) neither the Facility nor any part of or interest therein has been declared in default under any document for which an interest in the Facility could be sold, forfeited or lost, and the Facility has not been declared to be in default with respect to the provisions of any applicable Authority Restrictions and/or any HUD and/or DHCR use restrictions encumbering the Facility and the Company is in compliance with any and all Authority and HUD and/or DHCR use restrictions relating to the Facility, specifically including but not limited to those contained within any regulatory agreement relating to the Facility (collectively, the “Regulatory Agreements”, as defined within the Leaseback Agreement); and (iii) neither the Company nor the Authority, 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 Authority, and releases the Authority 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 Authority to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

D. Payee. As long as the Facility is owned by the Authority or leased by the Company to the Authority, or under the Authority’s jurisdiction, control or supervision, the Company agrees to pay annually to the Affected Tax Jurisdictions as a payment in lieu of taxes, on or before **February 1** of each year (collectively, the “Payment Date”), commencing on **February 1, 2019**, an amount equal to the Total PILOT payment, as defined in Schedule A, 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 Authority 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 Authority'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 PILOT Payment among the Affected Tax Jurisdictions, the Authority shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, City and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the school year which includes the PILOT 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 Authority of such future addition ("Future Addition"). The notice to the Authority shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Authority 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 PILOT Payment. The Authority shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Authority, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Authority, the Company shall pay the increased PILOT payment until a different Total PILOT Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Authority's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the remaining periods of the 2017 County and City tax years through the 2048 County and City tax years and (ii) the remaining period of the 2016-2017 School tax year through the 2047-2048 School tax year. This PILOT Agreement shall expire on December 31, 2048; *provided, however,* the Company shall pay the 2049 County and City tax bill and the 2048-2049 School tax bill on the dates and in the amounts as if the Authority 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 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, 485-e and 581-a of the New York Real Property Tax Law (“RPTL”) and Section 577 of the Private Housing Finance Law. 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.

1.6 Interim Real Estate Tax Payments. The Company agrees to pay all Real Estate Taxes accruing against the Facility prior to the effective date of the Exemption Application, if any, including any and all Real Estate Taxes accruing for the 2017 County and City tax years and the 2016-2017 School tax year. The foregoing payments shall be made by the Company (i) notwithstanding the acquisition of the Land and Existing Improvements by the Company as of the date hereof, and (ii) on or before the dates due and payable to the County, City and/or School, as applicable.

#### 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, subject to any applicable exemptions afforded according to the laws of the State, County or City, as may be amended from time to time.

#### Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Authority to the Company (the Lease Agreement is 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 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 (taking into account any Total PILOT Payment previously made by the Company for the applicable PILOT year) 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 special district charge, special 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 proposed special district charge, special assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions. However, the Company shall in all events make timely payments of all Total PILOT Payments due hereunder and no assessment challenge

by the Company shall affect or cause to invalidate the amount of any tax equivalent provided for herein.

4.2 Where appropriate pursuant to the provisions of this Section IV, 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, (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 the payments described in Section I within thirty (30) days of the Payment Date, and such failure continues and remains uncured for a period of fifteen (15) days after written notice thereof is sent to the Company (the "Delinquency Date"); (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, and such failure continues and remains uncured for a period of fifteen (15) days after written notice thereof is sent to the Company; (iii) the occurrence and continuance of any events of default after the expiration of any applicable notice and cure periods under the Leaseback Agreement; (iv) the occurrence and continuance of any events of default after the expiration of any applicable notice or cure periods under any other contract or agreement entered into by the Authority and Company, including, but not limited to that certain Agent and Financial Assistance and Project Agreement, dated as of the date hereof and entered into by the Authority and the Company (the "Agent Agreement"), and the Host Community Agreement, dated as of the date hereof and entered into by the Company and the City; or (v) the occurrence and continuance of any events of default after the expiration of any applicable notice or cure periods under any of the Regulatory Agreements. Upon the occurrence and during the continuance beyond any applicable cure or grace period of any Event of Default hereunder, in addition to any other right or remedy the Authority and/or the Affected Tax Jurisdictions may have at law or in equity, the Authority and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Authority 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 Authority 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 applicable provisions of the Act and the Company shall immediately notify the Authority 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 I herein are not made by the Payment Dates, 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 any payments made after an applicable Payment 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, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

## 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 Authority, 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 Authority: Troy Industrial Development Authority  
433 River Street, 5th Floor  
Troy, New York 12180  
Attn: Chief Executive Officer

With a copy to: Harris Beach PLLC  
677 Broadway, Suite 1101  
Albany, New York 12207  
Attn: Justin S. Miller, Esq.

To the Company: **MLK Housing Development Fund Company, Inc.**  
c/o Troy Housing Authority  
1 Eddy's Lane  
Troy, New York 12180

To the Beneficial Owner: MLK Troy Associates L.P.  
c/o Beacon Communities LLC  
Two Center Plaza, Suite 700  
Boston, MA 02108

With copies to:

Cannon Heyman & Weiss, LLP  
54 State Street, 5th Floor  
Albany, New York 12207  
Attn: Steven S. Heyman, Esq.

And to:

Key Community Development Corporation  
Mailcode: OH-01-27-0859  
127 Public Square  
Cleveland, Ohio 44114  
Attn: Asset Manager

And to:

Squire Patton Boggs LLP  
2000 Huntington Center  
41 South High Street  
Columbus, Ohio 43215  
Attn: Thomas F. Kibbey, Esq.

And to:

KeyBank National Association  
Community Development Lending Department  
Mailcode OH-01-51-0311  
4910 Tiedman Road  
Brooklyn, OH 44144

And to:

Troy Housing Authority  
1 Eddys Lane  
Troy, New York 12180  
Attn: Executive Secretary

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 courts located in the City of Albany, New York and/or state courts located in the City of Troy, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Authority hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Authority by the Company. Neither member of the Authority 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 Authority, or of any successor or political subdivision, either directly or through the Authority 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.

8.5 Project Performance Requirements; Recapture and Termination of Benefits. Notwithstanding anything contained herein and/or within the Agent Agreement to the contrary, the Authority, at its sole but reasonable discretion and on a case-by-case basis, may reasonably determine, (but shall not be required to do so) with respect to the Facility, that the Facility has failed to meet its intended goals and either terminate this Agreement or recapture the value of any or all exemptions from taxation granted with respect to the Facility by virtue of the Authority's involvement. Events that the Authority may determine will trigger recapture include (i) sale or closure of the Facility; (ii) material employment reduction (as defined within and subject to the terms of the Agent Agreement); (iii) significant change in use in the Facility; or (iv) significant change in business activities of the Company. If the Authority determines to provide for termination or recapture with respect to any Financial Assistance provided by the Authority to the Company in connection with the Facility, the Authority also shall, in its sole but reasonable discretion determine the timing and percentage of recapture in accordance with the Authority's PROJECT RECAPTURE AND TERMINATION POLICY and the terms of the Agent Agreement (which shall control).

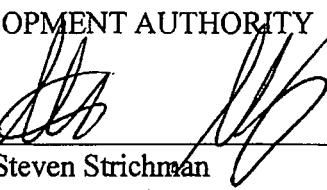
8.6 Payment and Performance Obligations. Notwithstanding any other provision contained herein to the contrary, and pursuant to the Nominee Agreement, the Beneficial Owner shall have the sole responsibility to undertake all payment and performance obligations contained herein (other than any such obligation which: (1) can only be paid or performed by the HDFC, its affiliates, employees, agents, representatives, contractors and/or subcontractors; (2) is intended by the express terms of this Agreement to be paid or performed exclusively by the HDFC, its affiliates, employees, agents, representatives, contractors and/or subcontractors; or (3) arises due to the acts or omissions of the HDFC, its affiliates, employees, agents, representatives, contractors and/or subcontractors; including, but not limited to, the obligations contained in Section 6.1 of this Agreement).

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

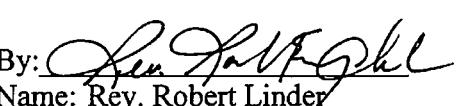
[Signature Page to PILOT Agreement]

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

TROY INDUSTRIAL  
DEVELOPMENT AUTHORITY

By:   
Name: Steven Strichman  
Title: Executive Director

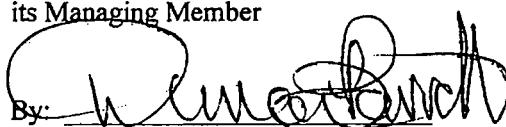
MLK HOUSING DEVELOPMENT  
FUND COMPANY, INC.

By:   
Name: Rev. Robert Linder  
Title: Vice President

MLK TROY ASSOCIATES L.P.

By: OHD – MLK LLC,  
its Managing General Partner

By: Beacon Communities Corp.,  
its Managing Member

By:   
Name: Duncan Barrett  
Title: Authorized Signatory

**SCHEDULE A**  
**TO**  
**PILOT AGREEMENT DATED AS OF FEBRUARY 28, 2017,**  
**TROY INDUSTRIAL DEVELOPMENT AUTHORITY**  
**MLK HOUSING DEVELOPMENT FUND COMPANY, INC.**  
“Total PILOT Payment” shall be calculated as follows:

For each PILOT Year and Payment Date commencing February 1, 2019, the Company shall pay to the Authority an amount equal to the Total PILOT Payment, as follows:

<b><u>PILOT Year</u></b>	<b><u>County and City Tax Years</u></b>	<b><u>School Tax Year</u></b>	<b><u>Total PILOT Payment</u></b>
Interim	2017-2018	2017/2018	\$-----
Year 1	2019	2018/2019	\$18,400
Year 2	2020	2019/2020	\$18,768
Year 3	2021	2020/2021	\$19,143
Year 4	2022	2021/2022	\$19,526
Year 5	2023	2022/2023	\$19,917
Year 6	2024	2023/2024	\$20,315
Year 7	2025	2024/2025	\$20,721
Year 8	2026	2025/2026	\$21,136
Year 9	2027	2026/2027	\$21,559
Year 10	2028	2027/2028	\$21,990
Year 11	2029	2028/2029	\$22,429
Year 12	2030	2029/2030	\$22,878
Year 13	2031	2030/2031	\$23,336
Year 14	2032	2031/2032	\$23,802
Year 15	2033	2032/2033	\$24,278
Year 16	2034	2033/2034	\$24,764
Year 17	2035	2034/2035	\$25,259
Year 18	2036	2035/2036	\$25,764
Year 19	2037	2036/2037	\$26,280
Year 20	2038	2037/2038	\$26,805
Year 21	2039	2038/2039	\$27,341
Year 22	2040	2039/2040	\$27,888
Year 23	2041	2040/2041	\$28,446
Year 24	2042	2041/2042	\$29,015
Year 25	2043	2042/2043	\$29,595
Year 26	2044	2043/2044	\$30,187
Year 27	2045	2044/2045	\$30,791
Year 28	2046	2045/2046	\$31,407
Year 29	2047	2046/2047	\$32,035
Year 30	2048	2047/2048	\$32,676

## **EXHIBIT B**

### **FORM OF ANNUAL EMPLOYMENT AND FINANCIAL ASSISTANCE CERTIFICATION LETTER**

Company name and address:

Project Name:

#### **Job Information**

Current number of full time equivalent employees ("FTE") retained at the project location, including FTE contractors or employees of independent contractors that work at the project location, by job category:

<b>Category</b>	<b>FTE</b>	<b>Average Salary and Fringe Benefits or Ranges</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____
Other	_____	_____

Current number of full time equivalent employees ("FTE") created at the project location, including FTE contractors or employees of independent contractors that work at the project location, by job category:

<b>Category</b>	<b>FTE</b>	<b>Average Salary and Fringe Benefits or Ranges</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____
Other	_____	_____

**A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created, an internal payroll report verifying the total jobs by employment category as outlined above at the location is required with this submission.**

**Financing Information**

Has the Authority provided project financing assistance (generally through issuance of a bond or note)

Yes      No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued \_\_\_\_\_
- Outstanding principal balance of such bond or note as of December 31 \_\_\_\_\_
- Outstanding principal balance of such bond or note as of December 31 \_\_\_\_\_

Final maturity date of the bond or note \_\_\_\_\_

**Sales Tax Abatement Information**

Did your Company or any appointed subagents receive Sales Tax Abatement for your Project

During the prior year?      Yes      No

If so, please provide the amount of sales tax savings received by the Company and all appointed subagents \_\_\_\_\_

(Attach copies of all ST-340 sales tax reports that were submitted to New York State by the Company and all subagents for the reporting period. Please also attach all ST-60's filed for subagents for the reporting period)

**Mortgage Recording Tax Information**

Did your company receive Mortgage Tax Abatement on your Project

During the prior year?      Yes      No

(note this would only be applicable to the year that a mortgage was placed upon the Project, so if the Authority did not close a mortgage with you during the reporting period, the answer should be no)

The amount of the mortgage recording tax that was exempted during the reporting period: \_\_\_\_\_

**PILOT INFORMATION:**

County Real Property Tax without PILOT	\$ _____
City/Town Property Tax without PILOT	\$ _____
School Property Tax without PILOT	\$ _____
<b>TOTAL PROPERTY TAXES WITHOUT PILOT</b>	\$ _____

Total PILOT Payments made for reporting period: \$ \_\_\_\_\_

Whether paid separately or lump sum to Authority for distribution, please provide break down of allocation of PILOT Payment to individual taxing jurisdictions:

County PILOT \$ \_\_\_\_\_

City/Town PILOT	\$ _____
Village PILOT	\$ _____
School PILOT	\$ _____
<b>TOTAL PILOTS</b>	\$ _____

Net Exemptions \$ \_\_\_\_\_  
(subtract Total PILOTS from TOTAL property taxes without PILOT)

I certify that to the best of my knowledge and belief all of the information on this form is correct. I further certify that the salary and fringe benefit averages or ranges for the categories of jobs retained and the jobs created that was provided in the Application for Financial Assistance is still accurate and if not, I hereby attach a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(authorized company representative)

Date: \_\_\_\_\_