

REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (this “Agreement”) dated as of the ___ day of February, 2025 (the “Effective Date”), is by and between the **TROY COMMUNITY LAND BANK CORPORATION**, a not-for-profit corporation organized and existing under the laws of the State of New York, with a business address at 415 River Street, Suite 101, Troy NY 12180 (“Seller”), and **[Insert]**, having an address of **[Insert]** (“Purchaser”). Individually, Purchaser and Seller may be referred to herein as a “party” and, collectively, as the “parties”.

RECITALS

WHEREAS, Seller acquired title by quitclaim deed from the County of Rensselaer to that certain real property commonly known as **[Insert]**, Rensselaer County, State of New York, and further identified as **[Insert]**, with improvements thereon, if any; and

WHEREAS, the Purchaser desires to acquire all of Seller’s right, title and interest in and to the Property, if any, and Seller desires to transfer and convey all of Seller’s right, title and interest in and to the Property, if any, to Purchaser; and

WHEREAS, Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions upon which Seller will sell and the Purchaser will acquire Seller’s interest in the Property.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1 Definitions. The parties agree that the following terms shall have the meanings set forth below, such definitions to be applicable equally to the singular and plural forms, and to the masculine and feminine forms, of such terms:

“Affiliate” means any entity, which directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control of Purchaser or in which Purchaser is the manager or managing member. For the purposes of this definition, “control” of an entity means the ownership of more than fifty percent (50%) of the outstanding voting securities of a corporation or more than fifty percent (50%) of the ownership of any other entity.

“Agreement” shall mean this Agreement, as the same may be amended, modified, or supplemented from time to time in writing by the parties hereto.

“Business Day” means any business day other than (a) a Saturday or Sunday or (b) a day on which commercial lending institutions in New York State are required or authorized by law to close.

“Closing” shall have the meaning ascribed in Section 8.1.

“Closing Date” shall have the meaning ascribed in Section 8.1.

“Deed” shall have the meaning ascribed in Section 8.2.1.

“Deposit” shall have the meaning ascribed in Section 8.2.1.

“Due Diligence Period” shall have the meaning ascribed in Section 3.1.

“Effective Date” shall mean the date set forth in the introductory paragraph of this Agreement.

“Environmental Laws” means all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any Governmental Entity and in effect as of the date of this Agreement with respect to or which otherwise pertain to or affect the Property or the Improvements, or any portion thereof, the use, ownership, occupancy or operation of the Property or the Improvements, or any portion thereof, or any owner of the Property, and as same have been amended, modified or supplemented from time to time prior to the date of this Agreement, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), the Superfund Amendment Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.), the Occupational Safety & Health Act (29 U.S.C. § 651 et seq.), analogous, comparable or related New York state and local laws, including, without limitation, the New York State Environmental Conservation Law and the New York State Navigation Law, and any and all rules and regulations which have become effective prior to the date of this Agreement under any and all of the aforementioned laws.

“Escrow Agent” shall mean **[Insert]**.

“Forms TP-584 and RP-5217” shall have the meaning ascribed in Section 8.2.2.

“Governmental Entity” means the various governmental and quasi-governmental bodies or agencies having jurisdiction over Seller, Purchaser, the Property or any portion thereof.

“Hazardous Materials” means any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, radon, asbestos and

asbestos containing materials, polychlorinated biphenyls (“PCBs”), PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde), as such terms are used in any Environmental Laws (excluding solvents, cleaning fluids and other lawful substances used in the ordinary operation and maintenance of the Property, to the extent in closed containers).

“Improvements” shall mean the buildings, improvements, and structures located on the Land.

“Indemnified Parties” shall have the meaning ascribed in Section 6.5.

“Inspections” shall have the meaning ascribed in Section 4.1.

“Land” shall mean those certain parcels of land and appurtenances thereto identified as **[Insert]** in the City of Troy, Rensselaer County, State of New York, including the appurtenances, if any, including without limitation, any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof; and all the estate and other rights of the grantor in and to the Land.

“Permitted Exceptions” shall mean and include all of the following: (i) applicable zoning and building ordinances and land use regulations; (ii) the lien of taxes and assessments which are being transferred with the Property, if any, as well as those not yet due and payable, subject to any apportionments as provided for in this Agreement; (iii) any exclusions from coverage set forth in the jacket of any Owner’s Policy of Title Insurance or any standard printed exceptions; (iv) any exceptions caused by Purchaser, its agents, representatives or employees; (v) such other exceptions as the Title Company shall commit to insure over, without any additional cost to Purchaser, whether such insurance is made available in consideration of payment, bonding, indemnity of Seller or otherwise; (vi) any state of facts that an accurate survey of the Land would show; (vii) easements, encumbrances, covenants and restrictions of record, including without limitation, utility, water and sewer easements; (viii) exceptions arising from a tax foreclosure prior to Seller’s ownership of the Property; and (viii) any matters deemed to constitute Permitted Exceptions under Article 5 hereof, if any.

“Property” means the Land and any other improvements on the Land, the Personal Property and all utility and other deposits, and all leases, warranties and contracts (but only to the extent accepted by Purchaser) relating to the ownership and operation of the Property including, but not limited to, privileges, easements, licenses, hereditaments, appurtenances and all the estate and other rights of the grantor in and to the Land.

“Property Purchase Application” shall have the meaning ascribed in Section 9.1.

“Proration Items” shall have the meaning ascribed in Section 8.5.

“Proration Time” shall have the meaning ascribed in Section 8.5.

“Purchase Price” shall have the meaning ascribed in Section 2.2.

“Restrictive Covenant” shall have the meaning ascribed in Section 9.1.

“Termination Notice” shall have the meaning ascribed in Section 3.1.

“Title Commitment” shall have the meaning ascribed in Section 5.2.

“Title Company” shall mean any title insurance company, selected by Purchaser, which is otherwise authorized and licensed to do business in New York State.

ARTICLE 2

AGREEMENT OF PURCHASE AND SALE; PURCHASE PRICE

Section 2.1 Agreement of Purchase and Sale. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase, accept and assume, subject to the terms and conditions stated herein, the Property or the right to acquire the Property.

Section 2.2 Purchase Price. The purchase price (“Purchase Price”) to be paid by Purchaser to Seller for the Property shall be the sum of **[Insert]**, payable as follows: (1) **[Insert]** to be paid on the Effective Date and held by the Escrow Agent in escrow (the “Deposit”), and (2) **[Insert]** to be paid at Closing by official bank check, good certified check or federal wire transfer of immediately available funds in the manner prescribed in Section 8.1, subject to all adjustments and credits as may be specified in this Agreement or otherwise agreed to by the parties in writing.

ARTICLE 3

DUE DILIGENCE

Section 3.1 Purchaser’s Due Diligence. Beginning on the Effective Date and continuing until the date that is thirty (30) days thereafter (the “Due Diligence Period”), Purchaser shall be entitled to perform Purchaser’s due diligence on the Property, as provided in this Section 3.1.

(a) Purchaser may terminate this Agreement at any time on or prior to the expiration of the Due Diligence Period by providing written notice to Seller (a “Termination Notice”). If Purchaser timely delivers a Termination Notice to Seller prior to the expiration of the Due Diligence Period, then this Agreement will terminate, the Escrow Agent will promptly return the Deposit, and neither party shall have any further rights or liability to the other party, except as otherwise expressly provided in this Agreement.

(b) In the event Purchaser elects to proceed with the purchase of the Property, as provided in this Section 3, the Deposit shall become non-refundable, except in the case of a Seller default.

(c) Purchaser may, at its sole expense, conduct such Inspections and title examinations as Purchaser determines are necessary or desirable.

Notwithstanding anything in this Agreement to the contrary notwithstanding, in no event shall Purchaser submit any application for rezoning, land-use change, subdivision or re-subdivision, plat or re-plat of the property, site plan approval, other Approvals, any other permanent change to the

Property's existing status without Seller's prior written approval. Purchaser shall provide Seller with a copy of Purchaser's Inspections.

ARTICLE 4 PROPERTY ACCESS

Section 4.1 Purchaser's Access. At any time prior to the Closing, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "Purchaser's Representatives") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable invasive tests, studies, investigations, and surveys to assess utility availability, environmental conditions, physical condition, and the like of the Property (collectively, the "Inspections"). Purchaser shall (i) promptly restore the Property to the condition it existed in immediately preceding Purchaser's Inspections, (ii) keep the Property free and clear of any mechanic's liens or materialmen's liens in connection with Purchaser's Inspections, and (iii) at all times may be accompanied by a representative of Seller when at the Property, at Seller's election. Prior to the commencement of any Inspections on the Property, Purchaser shall furnish Seller with evidence of liability insurance as required in Section 4.2.

Section 4.2 Insurance; Indemnification.

(b) Purchaser shall not enter, or permit its agents, professional consultants or contractors to enter, the Property except upon prior notice to Seller in each instance. Purchaser shall obtain Seller's consent for the performance of any Invasive Tests (as defined below), and said request for consent shall set forth (i) a reasonably detailed description of the nature of such Inspection and, if Purchaser desires to conduct any Invasive Tests, a description of the exact procedures Purchaser desires to perform, and (ii) the identity of each consultant who shall be conducting such Inspection. The term "Invasive Tests" shall mean any physical inspection or testing pertaining to the Property other than mere visual examination, and shall include, without limitation, sampling of soils, other media, building materials or the like. Purchaser shall, and shall cause its agents, professional consultants and contractors to, exercise reasonable care at all times that Purchaser and/or such agents, professional consultants and contractors shall be present upon the Property and in the performance of all Inspections (including any Invasive Tests). Seller shall have the right, at Seller's expense, to have a representative of Seller accompany Purchaser or Purchaser's agents, professional consultants or contractors during any Inspection. Purchaser shall repair and restore any portion of the surface of the Property disturbed by Purchaser, its agents, professional consultants or contractors during the conduct of any of the Invasive Tests and Inspections to the same condition as existed prior to such disturbance. Purchaser shall observe and comply with, and shall cause its agents, professional consultants and contractors, to observe and comply with, at Purchaser's expense, all applicable laws, rules and regulations, and will not engage in or permit such agents, professional consultants or contractors to engage in any activities which would violate the provisions of any permit or license pertaining to the Property of which Purchaser has received prior notice or of which Purchaser is aware.

(c) Purchaser shall not disclose to any third party other than Purchaser's consultants and/or attorneys any information with respect to the Property or Seller's operations therein that is provided to Purchaser or discovered by Purchaser during its Inspections (except as

may be required by applicable law). Purchaser shall cause its agents, professional consultants and contractors to agree to such non-disclosure prior to any entry on the Property.

(d) Purchaser hereby indemnifies and shall hold Seller harmless from and against any and all loss, harm, damages, claims and/or causes of action associated with Purchaser or its agents performing any tests or inspections. Furthermore, Purchaser agrees to maintain and/or to cause all of its representatives or agents conducting any Inspections to maintain and have in effect workers' compensation insurance, with statutory limits of coverage, and commercial general liability insurance with (i) appropriate coverages, (ii) waiver of subrogation, (iii) limits of not less than Two Million and 00/100 (\$2,000,000.00) for personal injury, including bodily injury and death, and property damage (or such lesser reasonable amount for low risk vendors as is industry standard), and (iv) for the vendors providing professional services; appropriate coverages of professional liability insurance (including pollution coverage) with limits of no less than One Million and 00/100 (\$1,000,000.00) per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate and contractor's pollution liability with limits of no less than Five Million and 00/100 (\$5,000,000.00) per occurrence and Five Million and 00/100 (\$5,000,000.00) in the aggregate. Such insurance shall be an "occurrence policy," covering claims that shall arise during the policy period no matter, covering claims whenever made, shall name Seller, its lenders and any Seller affiliates of which Seller has provided Purchaser written notice of the name as additional insured parties and shall be with companies, with deductibles and otherwise in form reasonably acceptable to Seller. Purchaser shall deliver to Seller prior to commencing any of the activities described in this Article 4, evidence reasonably satisfactory to Seller that the insurance required hereunder is in full force and effect with respect to the activity. Furthermore, any coverage written on a "Claims-Made" basis shall be kept in force, either by renewal or the purchase of an extended reporting period, for a minimum period of one (1) year following the Closing or other termination of this Agreement.

(e) Purchaser shall deliver to Seller copies of all reports, plans and studies prepared by Purchaser's consultants.

(f) The indemnity and hold harmless provisions of this Section 4.2 shall survive the Closing or any termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, in addition to any other rights and remedies of Seller hereunder, Seller shall have the right to seek and collect damages for the breach of any of Purchaser's covenants, agreements and obligations under this Section 4.2.

ARTICLE 5

TITLE AND SURVEY

Section 5.1 Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that any title insurance company which is otherwise authorized and licensed to do business in New York State (the "Title Insurance Company") would be willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) the Permitted Exceptions; and

(b) such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property

Section 5.2 Title to Property. As soon as practicable after the Effective Date, Purchaser shall order from the Title Company a commitment to issue an owner's policy of title insurance with respect to the Property (the "Title Commitment"). Purchaser shall deliver copies of the Title Commitment, including copies of the exception documents referenced in the Title Commitment, to Seller promptly after receipt of such item by Purchaser. Purchaser may also order an update of an existing survey or a new survey of the Property, prepared by a surveyor licensed by New York State ("Survey"), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently. Purchaser shall be solely responsible for all costs associated with Title Commitment and any title insurance. Seller shall make available to Purchaser in a timely manner any prior or existing surveys of the Property in its possession.

Section 5.3 Certain Exceptions to Title.

(a) Purchaser acknowledges that Seller obtained title to the Property following a municipal foreclosure proceeding and, as such, Seller makes no representations or warranties as to title to the Property.

(b) Unless Purchaser shall object in writing to any encumbrance set forth in the Title Commitment or Purchaser's Survey on or prior to the expiration of the Due Diligence Period, all such encumbrances, liens and restrictions shall be deemed to constitute additional Permitted Exceptions. Any exceptions which are timely objected to by Purchaser in writing and which are not otherwise herein described as Permitted Exceptions shall be herein collectively called the "Title Objections". If, after giving the Title Objection, Purchaser receives any amendment or update to the Title Commitment showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller promptly after the date Purchaser receives such evidence (unless an additional matter shown on such subsequent update first arises on the Closing Date, in which event notice of same may be given on the Closing Date and the Closing Date shall be extended day for day without need for additional action by either party). Seller may elect (but shall not be obligated) to remove or cause to be removed, or insured over, at its expense, any Title Objections, and shall be entitled to a reasonable adjournment of the Closing for the purpose of such removal, which removal will be deemed effected by the issuance of title insurance eliminating or insuring against the effect of the Title Objections. Seller shall notify Purchaser in writing ("Seller's Title Response") within ten (10) Business Days after receipt of Purchaser's notice of Title Objections whether Seller elects to remove, cause to be removed or be endorsed over, the Title Objections. If Seller is unable or elects not to remove, cause to be removed, or endorsed over, any Title Objections prior to the Closing, Purchaser may elect, as its sole and exclusive remedy to either (a) terminate this Agreement by giving written notice to Seller within five (5) Business Days after Purchaser's receipt of Seller's Title Response and, thereafter, the parties shall have no further rights or obligations hereunder except for those obligations which expressly survive the termination of this Agreement, or (b) waive such Title Objections, in which event such Title Objections shall be

deemed additional “Permitted Exceptions” and the Closing shall occur as herein provided without any reduction of or credit or set-off against the Purchase Price. If before the end of such five (5) Business Day period, Purchaser fails to give Seller such written notice, then Purchaser shall be deemed to have elected to waive such Title Objections and its right to terminate this Agreement pursuant to this Section.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

Section 6.1 Purchaser’s Representations and Warranties. Purchaser represents and warrants to Seller the following:

(a) **[Status. Purchaser is a limited liability company duly formed and validly existing under the laws of the State of New York.]**

(b) Authority. The execution and delivery of this Agreement and the performance of Purchaser’s obligations hereunder have been or will be duly authorized by all necessary action on the part of Purchaser.

(c) Non-Contravention. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or conflict with, result in a breach of, or constitute a default under **[the organizational documents of Purchaser,]** any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Purchaser is a party or by which it is bound.

(d) Consents. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transactions contemplated hereby.

(e) Bankruptcy. Purchaser has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its property, or (iii) made an assignment for the benefit of creditors.

Section 6.2 Seller’s Representations and Warranties. Seller represents and warrants to Purchaser the following:

(a) Status. Seller is a not-for-profit corporation duly formed and validly existing under the laws of the State of New York.

(b) Authority. The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or will be duly authorized by all necessary action on the part of Seller.

(c) Non-Contravention. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or conflict with, result in a breach of, or constitute a default under the organizational documents of Seller, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Seller is a party or by which it is bound.

(d) Consents. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transactions contemplated hereby.

(h) Service Contracts. Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "Service Contracts") which will be binding upon the Purchaser after the Closing. Each of the Service Contracts will be terminated by Seller on or before the Closing Date.

Section 6.3 Purchaser's Independent Investigation.

6.3.1 On or prior to the Closing Date, Purchaser acknowledges and agrees that it shall have been given a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Purchaser's choosing, including, without limitation:

(a) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements, and building codes;

(b) The physical condition and aspects of the Property, including, without limitation, the structure, the paving, the utilities, and all other physical and functional aspects of the Property, including, without limitation, an examination for the presence or absence of Hazardous Materials;

(c) Any easements and/or access rights affecting the Property;

(d) All other matters of material significance affecting the Property.

6.3.2 (a) Purchaser has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any of Seller's agents or representatives, and Purchaser acknowledges that no such representations have been made. Seller specifically disclaims, and neither it nor any other person is making, any representation, warranty or assurance whatsoever to Purchaser and no warranties or representations of any kind or character, either express or implied, are made by Seller or relied upon by Purchaser with respect to the

status of title to or the maintenance, repair, condition, environmental condition, design or marketability of the Property, or any portion thereof, including but not limited to (a) any implied or express warranty of merchantability, (b) any implied or express warranty of fitness for a particular purpose, (c) any rights of Purchaser under appropriate statutes to claim diminution of consideration, (d) any claim by Purchaser for damages because of defects, whether known or unknown, with respect to the Improvements, (e) the financial condition or prospects of the Property, (f) the quality, accuracy and content of any materials, reports or studies provided to Purchaser, and (g) the compliance or lack thereof of the Property or the Improvements with governmental regulations, and Purchaser hereby waives any right to make any claim based on any of the foregoing, it being the express intention of Seller and Purchaser that, except as expressly set forth in this Agreement, the Property will be conveyed and transferred to Purchaser in its present condition and state of repair, **“AS IS”** and **“WHERE IS”**, with all faults.

(b) Purchaser represents that it is a knowledgeable and experienced user of real estate, and that it is relying solely on its own expertise and that of Purchaser’s consultants in purchasing the Property. Purchaser acknowledges and agrees that it has been given the opportunity to conduct such inspections, investigations and other independent examinations of the Property and related matters, including but not limited to the physical and environmental conditions thereof, and will rely upon same and not upon any statements of Seller or of any officer, director, employee, agent or attorney of Seller. Purchaser acknowledges that all information obtained by Purchaser has been obtained from a variety of sources and Seller will not be deemed to have represented or warranted the completeness, truth or accuracy of any information relating to the Property heretofore or hereafter furnished to Purchaser. Purchaser acknowledges and agrees that upon Closing, Seller will sell and convey to Purchaser, and Purchaser will accept the Property, **“AS IS, WHERE IS,”** with all faults. Purchaser further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property, by Seller, any agent of Seller or any third party. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to in this Agreement. Purchaser acknowledges that the Purchase Price reflects the **“AS IS, WHERE IS”** nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property.

(c) Purchaser, with Purchaser’s counsel, has fully reviewed the disclaimers and waivers set forth in this Agreement, and understands the significance and effect thereof. Purchaser acknowledges and agrees that the disclaimers and other agreements set forth in this Agreement are an integral part of this Agreement, and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimer and other agreements set forth in this Agreement.

Section 6.4 Purchaser’s Release of Seller From Liability. Seller is hereby released from all responsibility and liability to Purchaser regarding the condition (including its physical condition and its compliance with applicable laws, including without limitation Environmental Laws, and the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or

removed from the Property under current or future federal, state and local laws, regulations or guidelines), valuation, saleability or utility of the Property, or its suitability for any purpose whatsoever.

Section 6.5 Indemnity. Purchaser hereby presently, unconditionally, irrevocably and absolutely agrees to pay, indemnify, defend with counsel acceptable to Seller and release and save harmless Seller, its members, officers, employees, affiliated companies, agents, successors and assigns (the "Indemnified Parties") for, from and against any and all damages, losses, liabilities, obligations, claims, litigation, demands, defenses, judgments, suits, proceedings, fines, penalties, costs, disbursements and expenses (including without limitation, attorneys' and experts' fees and expenses, loss of use, cleanup costs, waste disposal costs and all costs, expenses, penalties and fines), of any kind or nature whatsoever which may at any time be imposed upon, incurred by, asserted, or awarded against any of the Indemnified Parties, whether known or unknown, whether involving the negligence of Seller, that arise from any violation or alleged violation of Environmental Laws, environmental problem, or other environmental matter described herein or that in any way relates to or results from operations in connection with the Land, including without limitation, releases or threatened releases of Hazardous Materials from the Land or from equipment, containers, tanks or vehicles used in connection with the Land except to the extent the same is incurred due to action or inaction prior to the transfer of the Property to Purchaser. Purchaser does further agree and covenant that none of the Indemnified Parties shall assume any liability or obligation for loss, damage, fines, penalties, claims or duty to investigate, remove, remediate, or dispose of Hazardous Materials in any way related to or resulting from the Land or operations in connection therewith, including, without limitation to the extent the same is incurred after the transfer of the Property to Purchaser. Purchaser shall give Seller prompt written notice of any claims threatened or made or suit instituted against it that could result in a claim for defense and indemnity hereunder.

Section 6.6 Discharge. Notwithstanding any other provisions contained in this Agreement, or in any document or instrument delivered in connection with the transfer contemplated hereby, to the contrary (including, without limitation, any language providing for survival of certain provisions hereof or thereof), Purchaser acknowledges and agrees that Seller shall, upon consummation of Closing, be deemed to have satisfied and fulfilled all of Seller's covenants, indemnities, and obligations contained in this Agreement and the documents delivered pursuant hereto, and Seller shall have no further liability to Purchaser or otherwise with respect to this Agreement, the transfers contemplated hereby, or any documents delivered pursuant hereto.

Section 6.7 Survival. The provisions of this Article 6 shall survive Closing, or, if the purchase and sale is not consummated, any termination of this Agreement.

ARTICLE 7
COVENANTS
[Intentionally omitted]

ARTICLE 8 CLOSING

Section 8.1 Closing.

(a) The closing hereunder (“Closing”) shall take place on or about the date that is thirty (30) days after the expiration of the Due Diligence Period (the “Closing Date”) (i) at the office of Seller’s counsel; (ii) through escrow with the Title Company; or (iii) at such other time and place mutually agreed to by the parties. On the Closing Date, Purchaser shall pay the Purchase Price to Seller, or its designee, as set forth in Section 2.2 (subject to adjustments described in Section 8.4), together with all other costs and amounts to be paid by Purchaser at the Closing pursuant to the terms of this Agreement, by official bank check, good certified check or federal wire transfer of immediately available funds.

Section 8.2 Seller’s Closing Documents and Other Items. At Closing, Seller shall deliver to Purchaser the following items:

8.2.1 A duly executed and acknowledged Quitclaim Deed for the Property (the “Deed”);

8.2.2 To the extent applicable, a duly executed Combined Real Property Transfer Gains Tax Affidavit, Real Estate Transfer Tax Return, Credit Line Mortgage Certification (“Forms TP-584 and RP-5217”);

8.2.4 Any title affidavits, releases, satisfactions, or other instruments of conveyance reasonably necessary to clear title to the Property and to consummate the transaction contemplated by this Agreement; and

8.2.5 A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under Section 8.5 of this Agreement and the balance of the Purchase Price due Seller.

Section 8.3 Purchaser’s Closing Documents and Other Items. At Closing, Purchaser shall deliver to Seller the following items:

8.3.1 The Purchase Price and such additional funds as are necessary to close this transaction (to the extent specifically set forth in this Agreement);

8.3.2 To the extent applicable, duly executed Forms TP-584 and RP-5217;

8.3.4 Documentation to establish to the Title Company’s and Seller’s reasonable satisfaction the due authority of Purchaser’s acquisition of the Property and Purchaser’s delivery of the documents required to be delivered by Purchaser pursuant to this Agreement (including, but not limited to, the organizational documents of Purchaser, as they may have been amended from time to time, resolutions of Purchaser and incumbency certificates of Purchaser); and

8.3.5 Such other documents and/or recordable instruments reasonably required by Seller to secure and enforce Purchaser’s obligations under Article 9 of this Agreement.

Section 8.4 Escrow Instructions. Seller and Purchaser agree to execute such reasonable escrow and closing instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions or closing instructions, the terms of this Agreement shall control.

Section 8.5 Prorations and Closing Costs. Purchaser acknowledges and agrees that pursuant to Section 1608 of the Not-For-Profit Corporation Law, as a result of Seller's ownership of the Property, the Property is exempt from taxation by the State of New York and any of its political subdivisions, including, without limitation, (i) all special ad valorem levies and special assessments, (ii) sewer rents, and (iii) any and all user charges imposed by a Governmental Entity. Seller shall have no obligation to remove or discharge any real estate taxes, tax liens, ad valorem levies, special assessments, sewer or water rents, or any other tax or user charge imposed by a Governmental Entity and Purchaser shall accept the conveyance of the Property at Closing subject to such items. Fuel oil and natural gas charges shall not be prorated at Closing. Electric charges, if any, shall be prorated between Purchaser and Seller as of 11:59 p.m. on the date immediately preceding the Closing Date, with the effect that the Closing Date shall be a date of income and expense to Purchaser.

Section 8.6 Brokers. Purchaser and Seller represent and warrant to each other that no broker, other than **[Insert]** (together, the "Brokers"), was in any way instrumental or hand any part in bringing about this transaction. The Commission due the Brokers shall be paid by Seller at its sole cost and expense pursuant to a separate Agreement between Seller and the Brokers, and Purchaser shall indemnify, defend and hold Seller harmless from and against all claims, liability, expense or damage, including, without limitation, reasonable attorneys' fees, in connection therewith. Purchaser and Seller agree that should any claim be made for commissions by any other broker, arising by, through or on account of any act of Purchaser or of Purchaser's representatives or of Seller or Seller's representatives, respectively, each shall indemnify, defend and hold the other harmless from and against all claims, liability, expense or damage, including, without limitation, reasonable attorneys' fees, in connection therewith. The provisions of this paragraph shall not be deemed to be for the benefit of any third party. The provisions of this paragraph shall survive the delivery of the deed or earlier termination of this Agreement.

Section 8.7 Expenses. Each party hereto shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, except that Purchaser shall be responsible for its legal and accounting expenses, and shall pay all filing and recording fees and taxes, all fees for appraisals and searches, and will reimburse the Seller the fees and disbursements of the Seller's counsel in connection with the Closing (not to exceed Five Thousand Dollars (\$5,000)).

ARTICLE 9

ENFORCEMENT NOTE AND MORTGAGE; AFFORDABILITY COVENANT

Section 9.1 Affordability Covenant. Purchaser has agreed to maintain and operate the Property subject to certain affordability conditions as specified in that certain Property Purchase Application submitted by the Purchaser to Seller, a copy of which is attached hereto as Exhibit

A, the terms of which are expressly incorporated herein and made a part hereof (the “Property Purchase Application”). At Closing, Purchaser shall accept title to the Property subject to a covenant restricting the Property to the special project conditions attached hereto as Exhibit B (the “Restrictive Covenant”). The Restrictive Covenant may be included in the Deed or a regulatory agreement, the anticipated form of which is attached hereto at Exhibit C. The Purchaser acknowledges and agrees that Purchaser’s obligations under this Section 9.1 are a material term of this Agreement, and but for the Restrictive Covenant, Seller would not have agreed to convey the Property to Purchaser. Closing shall be contingent upon Seller obtaining approval from Enterprise Community Partner’s Inc. on the form of Restrictive Covenant.

Section 9.2 Enforcement Note and Mortgage. Purchaser has agreed to make certain improvements to the Property, including, without limitation, **[insert]** (the “Project”). To ensure Purchaser’s undertaking of the Project after Closing, Purchaser and Seller will execute a Development Note and Mortgage, a form of which is attached hereto as Exhibit D.

Survival. Purchaser acknowledges and agrees that Purchaser’s obligations under this Article 9 are a material term of this Agreement, and but for provisions of this Article 9, Seller would not have agreed to convey the Property to Purchaser pursuant to this Agreement. The provisions of this Article 9 shall survive Closing.

ARTICLE 10

MAINTENANCE OF PROPERTY

Section 10.1 Seller is not liable for any damage to the Property between the signing this Agreement and the Closing Date, except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York entitled “Uniform Vendor and Purchaser Risk Act”, said section shall apply to this Contract..

Section 10.2 Seller shall not, without in each instance first obtaining the written consent of the Purchaser: (a) voluntarily grant, create, modify, assume or permit to exist any lien, lease, encumbrance, easement, covenant, condition, right-of-way or restriction upon the Property other than the Permitted Exceptions; or (b) voluntarily take any action adversely affecting the title to the Property as it exists on the Effective Date.

ARTICLE 11

DEFAULT

Section 11.1 Permitted Termination; Seller Default. If the sale of the Property is not consummated due to Seller’s default hereunder, Purchaser shall be entitled, as its sole and exclusive remedy, to either (a) terminate this Agreement or (b) seek specific performance. Purchaser expressly waives its rights to seek any damages in the event of Seller’s default hereunder.

Section 11.2 Permitted Termination; Purchaser Default. Notwithstanding anything to the contrary hereof, including without limitation, the provisions of Article 9, if the sale of the

Property is not consummated due to Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and retain all funds paid by Purchaser pursuant to this Agreement.

ARTICLE 12

MISCELLANEOUS

Section 12.1 Amendment and Modification. This Agreement may be amended, modified, or supplemented only by a written agreement signed by Purchaser and Seller specifically referencing this Agreement.

Section 12.2 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to the Seller: Troy Community Land Bank
415 River Street, Suite 101
Troy, New York 12180
Attn: Executive Director

With a Copy to: Whiteman Osterman & Hanna LLP
One Commerce Plaza
Albany, New York 12260
Attn: Catherine D. Kemp, Esq.
Phone: (518) 487-7600
Facsimile: (518) 487-7777
Email: ckemp@woh.com

If to the Purchaser: **[Insert]**

With a Copy to: **[Insert]**

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered five (5) business days after deposit, postage prepaid in the U.S. mail, (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, or (c) electronic transmission (facsimile or email), provided that the transmission is completed no later than 5:00 pm on a Business Day. The above mailing addresses, email addresses, and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 12.3 Assignment. Purchaser may assign its rights and obligations under this Agreement to an Affiliate without first obtaining the prior written consent of Seller on the condition that Purchaser remains obligated to perform all of its duties and obligations under the terms of this Agreement if the assignee fails to perform. If Purchaser assigns its rights under this

Agreement, it shall promptly deliver an executed copy of the instrument of assignment to Seller. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns, and no other party will be conferred any rights by virtue of this Agreement or be entitled to enforce any of the provisions hereof. Whenever a reference is made in this Agreement to Seller or Purchaser, such reference will include the successors and permitted assigns of such party under this Agreement.

Section 12.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York where the Property is located without regard to any otherwise applicable principles of choice of or conflicts of laws.

Section 12.5 Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original, binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument. A facsimile signature shall be deemed an original signature for purposes of this Agreement.

Section 12.6 Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained in this Agreement. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.

Section 12.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

Section 12.8 Payment of Fees and Expenses. Except as otherwise provided in Section 8.7 hereof, each party to this Agreement will be responsible for, and will pay, all of its own fees and expenses, including those of its counsel and accountants, incurred in the negotiation, preparation, and consummation of this Agreement and the transaction contemplated hereunder.

Section 12.9 No Joint Venture. Nothing set forth in this Agreement shall be construed to create a joint venture between Purchaser and Seller.

Section 12.10 Limited Liability. Neither the members, managers, employees or agents of Seller, nor the shareholders, officers, directors, employees or agents of any of them shall be liable under this Agreement and all parties hereto shall look solely to the Property for the payment of any claim or the performance of any obligation by Seller.

Section 12.11 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 12.12 Rules of Construction. Article and Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. All references to “Article” or “Sections” without reference to a document other than this Agreement, are intended to designate articles and Sections of this Agreement, and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Article or Section, unless specifically designated otherwise. The use of the term “including” shall mean in all cases “including but not limited to,” unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

Section 12.13 Survivability. Only the Sections specifically referenced herein to survive Closing shall, in fact, survive Closing indefinitely; all others shall be deemed merged into the Deed upon the consummation of the transaction contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:
TROY COMMUNITY LAND BANK CORPORATION

By: Brad Lewis
Its: Authorized Agent

PURCHASER:
[Insert]

By:
Its:

EXHIBIT A

PROPERTY PURCHASE APPLICATION

[attached]

EXHIBIT B

SPECIAL PROJECT CONDITIONS

1. Residential Unit Requirements:
 - a. Two two-bedroom units which are to have rents not to exceed rents affordable to Moderate Income Households.
 - b. Occupancy of all residential units is limited to households with a minimum of two persons and a maximum of five person.
2. Rent Limits: As to all residential units:
 - a. All residential units shall have rents affordable to Moderate Income Households.
 - b. Definitions: For purposes of this section:
 - (i) Moderate Income Households: households with incomes not exceeding 100% of AMI;
 - (ii) AMI is Area Median Gross Income as determined from time to time by the US Department of Housing and Urban Development for Albany-Schenectady-Troy MSA; and
 - (iii) Affordable means gross rents, excluding Section 8 payments, utility allowance, and other amounts excluded under federal or state regulations, not to exceed 30% of the tenant's income, adjusted for unit size.
 - c. The current Rent Limit for the Residential Units are as follows:
 - (i) For a family of two persons, \$2,355 per month.
 - (ii) For a family of three persons, \$2,650.00 per month.
 - (iii) For a family of four persons, \$2,945 per month.
 - (iv) For a family of five persons, \$3,180 per month.
3. Income Limits: The Residential Units shall only be occupied by households with an income no greater than 100% of AMI. Current Income Limits for the Albany-Schenectady-Troy Metro Statistical Area are as follows:
 - a. Two persons, \$94,200.
 - b. Three persons, \$106,000.
 - c. Four persons, \$117,800.
 - d. Five persons, \$127,200.

EXHIBIT C
FORM OF
REGULATORY AGREEMENT

This **REGULATORY AGREEMENT** (this “Agreement”), dated as of _____, 2025 (the “Effective Date”), is by and between the **TROY COMMUNITY LAND BANK CORPORATION**, a not-for-profit corporation organized and existing under the laws of the State of New York (the “State”) having an office for the transaction of business located at 415 River Street, Suite 101, Troy, New York 12180 (the “Agency”) and **[Insert]**, a **[Insert]** having an address of **[Insert]** (the “Company”);

WHEREAS, on even date herewith, the Agency conveyed to the Company fee title interest to that certain parcel of real property located at and commonly known as **[Insert]**, City of Troy, Rensselaer County, New York, and as more fully described in Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, the Property is improved with **[Insert]** (the “Residential Units”); and

WHEREAS, as a condition of acquiring fee title to the Property, the Company has agreed to enter into this Agreement which is to be recorded pursuant to State law as a restrictive covenant against the Property.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Company agree as follows:

1. Agreement to Run with the Land; Recording. This Agreement shall bind and run with the land and continue until terminated in accordance with the terms and conditions of this Agreement. This Agreement and all of the promises, agreements and covenants herein contained shall be recorded by the Company as a restrictive covenant and shall be binding on the Company and all successors of the Company.

2. Term.

(a) The term of this Agreement (the “Term”) shall begin on the Effective Date and shall terminate upon the earlier to occur of the following:

(i) the date which is the tenth (10th) anniversary of the Effective Date (the “Termination Date”), unless the Termination Date is otherwise adjourned in accordance with the provisions of Section 6 hereof; or

(ii) the date the Property is acquired by foreclosure or an instrument in lieu of foreclosure by a lender of a Permitted Mortgage (as hereinafter defined).

(b) In the event that this Agreement terminates pursuant to Section 2(a)(ii) hereof, no tenant shall be evicted except for good cause, nor shall any such tenant be subject to an increase in the gross rent of such Residential Unit in excess of the rent limit set forth in Exhibit B (the “Rent Limit”) before the close of the three (3) year period following a termination of this Agreement pursuant to Section 2(a)(ii) hereof.

(c) Notwithstanding anything in Section 3(a)(ii) to the contrary, this Agreement shall not be terminated if ownership of the Property is transferred by foreclosure or by a deed in lieu of foreclosure as a result of any action to collect debt which is owed to any entity which had any ownership interest in the Property prior to such foreclosure of deed in lieu of foreclosure.

3. Rent Limits; Tenant Selection Procedures.

(a) Rent for all Residential Units shall be limited to the Rent Limits, as set forth in Exhibit B.

(b) The tenants for all Residential Units shall be limited to Applicants (as hereinafter defined): (i) whose income, at the time of initial occupancy, does not exceed the income limit for the applicable Residential Unit, as specified in Exhibit B (the "Income Limit"); and (ii) who will occupy such Residential Unit as their sole residence. The term "Applicant" means a person or household, including all proposed occupants, that applies for a tenancy in a Residential Unit at the Property. Prior to accepting an Applicant, the Company shall require information or documentation (such as tax returns and/or W-2s) reasonably sufficient to verify that the income of the Applicant, including any person(s) intending to occupy the Residential Unit, does not exceed the Income Limit for such Residential Unit ("Income Documentation").

(c) The Company shall not refuse to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

(d) In the event that during the course of a tenant's occupancy in a Residential Unit, such tenant's income exceeds the Income Limit for said Residential Unit, such continued occupancy shall not be deemed a Material Default (as hereinafter defined), provided, however, that the Term of this Agreement, including, without limitation, the Rental Limits for such Residential Unit, shall automatically extend, on a day-for-day basis, for the period in which the Residential Unit was occupied by a tenant whose income exceeded the Income Limit for such Residential Unit.

4. Certification; Records and Reporting.

(a) Within thirty (30) days of entering into a lease agreement for a Residential Unit, the Company shall certify to the Agency under penalty of perjury, in the form attached hereto as Exhibit D (the "Compliance Certification"), that all Residential Units are being rented in compliance with the Rent Limits and tenant selection procedures set forth in Section 3.

(b) The Company shall obtain and maintain copies of all Income Documentation, for a period of not less than three (3) years. The Company shall maintain records of occupancy, tenant rents and required Rent Limits for each unit for a period of not less than seven (7) years. The Company shall make copies of the Income Documentation and any and all other records regarding tenant income, selection, rents, tenant agreements, and unit vacancies available to the Agency or its designee for audit purposes upon request.

(c) If the Company has been notified by any governmental authority having jurisdiction over the Company, the Property or the use and occupancy thereof ("Governmental Authority"), that the Property or the use and occupancy thereof, is being conducted in violation of the provisions of any law, ordinance, rule, regulation or requirements of such Governmental Authority, the Company shall additionally certify that the Company has cured such violation within ninety (90) days of receipt of such notification or if such violation could not with due diligence be cured within such period, that Company has commenced to cure within such period and, having so commenced, shall thereafter proceed and

complete such cure with due diligence.

5. Management. During the Term hereof, the Company shall:

(a) conduct its business and maintain its books and records to assure that the management, operation and maintenance and any sale of the Property and the Residential Units are carried out in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, requirements and policies including, but not limited to all Federal and State fair housing laws;

(b) complete and attach the summary of this agreement, attached hereto as Exhibit C, to the lease of each Residential Unit and shall provide a copy of this Agreement, free of charge, to any tenant who requests a copy;

(c) disclose the Rent Limit for a dwelling to an Applicant prior to the execution of a lease for that Residential Unit;

(d) not retaliate against any tenant or lawful occupant of the Property who notifies the Agency or other governmental authority of alleged violations of this Agreement;

(e) prohibit sublets unless the proposed occupants are selected in compliance with the tenant selection procedures in Section 3; and

(f) submit a copy of an independent audit of compliance to the Agency if an independent audit is required by any financing entity or NYS ABO or recommended by the Agency's independent auditor.

6. Defaults and Remedies:

(a) The following shall be "Events of Default" under this Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(1) Any lease of a Residential Unit to an Applicant in contravention of the requirements and procedures set forth in Section 3 of this Agreement, including, without limitation, charging rent in excess of the Rent Limits, leasing to an individual or family with an income greater than the Income Limit at the time of initial occupancy, failing to comply with the tenant selection procedures set forth herein, or any violation of fair housing laws (each, a "Material Default"); and

(2) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Agreement (other than those set forth in Section 3 hereof) and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

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

(1) Take any action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the

obligations, agreements, or covenants of the Company under this Agreement.

(2) The injury to the Agency arising from noncompliance with any of the terms of this Agreement would be great, and the effect of misrepresentations of fact and any violations by Company of warranties and covenants under this Agreement would be irreparable, and the amount of consequential damage would be difficult to ascertain and may not be compensable by money alone. Therefore, upon noncompliance with any of the material provisions of this Agreement, misrepresentation of any material fact, or violation of any material warranty or covenant under this Agreement by Company, the Agency at its option, may apply to any state or federal court, for specific performance of this Agreement, for an injunction against any noncompliance with or misrepresentation under this Agreement, or for such other relief as may be appropriate in addition to its right to foreclose or require foreclosure of any mortgage loan it holds, entirely or partially, pursuant to the terms of said mortgage and its respective components.

(3) For purposes of this Agreement, the date of noncompliance or misrepresentation shall be the date such noncompliance or misrepresentation was first discovered by Company or Agency or would have been first discovered by Company or Agency by the exercise of reasonable diligence.

(c) In addition to the remedies set forth in Section 6(b) above, in the event of a Material Default, the Company shall be liable to the Agency in an amount equal to Twenty-Five Thousand and No/100 Dollars (\$25,000.00) per infraction. Such amounts shall be paid to the Agency within thirty (30) days of demand. The Term of this Agreement shall automatically extend, on a day-for-day basis, for the period of any such Material Default.

(d) The Company shall bear the costs and reasonable attorneys' fees of the Agency to enforce the terms of this Agreement, which such costs and fees shall be paid to the Agency within thirty (30) days of demand. In the event the Company fails to pay to the Agency the amounts due and payable by the Company to the Agency in accordance with the terms hereof, then in addition to interest on said amounts at twelve percent (12%) per annum, the Agency shall have and is hereby given as security for such amounts, a valid and enforceable lien (a "Lien") upon the Property. The Agency shall have the right to foreclose its Lien in the manner provided by law, it being understood and agreed that such Lien shall be superior to any other lien or encumbrance created on the Property created or arising after the date of this Agreement excepting only a mortgage in favor of an institutional lender heretofore or hereafter placed upon the Property or any part thereof (a "Permitted Mortgage"), and as to any such Permitted Mortgage, the Lien, shall be subordinate. The Agency agrees that its Lien shall be subject and subordinate to any and all utility easements which encumber all or any portion of the Property. The Agency further agrees to execute and deliver any reasonable further assurances of such subordination as may be required by the holder of any Permitted Mortgage upon the Property.

7. Miscellaneous

(a) All notices, claims, certificates and other communications under this Agreement shall be in writing and shall be deemed to be duly given if, addressed as follows 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, when (1) delivered in person or by courier to the applicable address stated below, (2) mailed by registered or certified U.S. Mail, return receipt requested, postage prepaid three (3) business days after mailed, or (3) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery. All notices shall be in writing and shall be served on the parties at the following address:

If to the Agency: Troy Community Land Bank Corporation
 415 River Street, Suite 101
 Troy, New York 12180
 Attn: Executive Director

If to the Company: **[Insert]**

(b) The Company and any successor in interest shall inform the Agency of any change in Company's address, and of any change in ownership of the Project, and the full name(s), address(es), and Federal Tax I.D. Number(s) of the new owner(s), within thirty (30) days of any such change. Any transfer occurring without compliance with the above requirements is hereby prohibited.

(c) The Company shall also provide written notice to the Agency of any sale or transfer of an investor membership interest or limited partnership interest, upon any such sale or transfer.

8. Exhibits

The following exhibits are hereby incorporated into this Agreement and the Company, to the extent applicable, shall adhere to the provisions contained therein.

Exhibit A	Description of Property
Exhibit B	Special Project Conditions
Exhibit C	Summary of Regulatory Agreement
Exhibit D	Form of Compliance Certification

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the Agency and the Company have caused this Regulatory Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

TROY COMMUNITY LAND BANK CORPORATION

Name: Brad Lewis
Title: Executive Director

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

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Brad Lewis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Execution Page for Regulatory Agreement
Between Troy Community Land Bank Corporation, as Agency,
and **[Insert]**, as Company

IN WITNESS WHEREOF, the Agency and the Company have caused this Regulatory Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

[Insert]

Name:
Its:

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

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Execution Page for Regulatory Agreement
Between Troy Community Land Bank Corporation, as Agency,
and **[Insert]**, as Company

EXHIBIT A
PROPERTY DESCRIPTION

SPECIAL PROJECT CONDITIONS

4. Residential Unit Requirements:

- a. Two two-bedroom units which are to have rents not to exceed rents affordable to Moderate Income Households.
- b. Occupancy of all Residential Units is limited to households with a minimum of two persons and a maximum of five person.

5. Rent Limits: As to all Residential Units:

- d. All Residential Units shall have rents affordable to Moderate Income Households.
- e. Definitions: For purposes of this section:
 - (iv) Moderate Income Households: households with incomes not exceeding 100% of AMI;
 - (v) AMI is Area Median Gross Income as determined from time to time by the US Department of Housing and Urban Development for Albany-Schenectady-Troy MSA; and
 - (vi) Affordable means gross rents, excluding Section 8 payments, utility allowance, and other amounts excluded under federal or state regulations, not to exceed 30% of the tenant's income, adjusted for unit size.
- f. The current Rent Limit for the Residential Units are as follows:
 - (i) For a family of two persons, \$2,355 per month.
 - (ii) For a family of three persons, \$2,650.00 per month.
 - (iii) For a family of four persons, \$2,945 per month.
 - (iv) For a family of five persons, \$3,180 per month.

6. Income Limits: The Residential Units shall only be rented to households with an income no greater than 100% of AMI. Current Income Limits for the Albany-Schenectady-Troy Metro Statistical Area are as follows:

- a. Two persons, \$94,200.
- b. Three persons, \$106,000.
- c. Four persons, \$117,800.
- d. Five persons, \$127,200.

EXHIBIT C
SUMMARY OF REGULATORY AGREEMENT

1. TERM OF REGULATION

Your apartment is rent restricted pursuant a Regulatory Agreement (the “Agreement”) between **[Insert]** (“Landlord”) and the Troy Community Land Bank Corporation (the “Land Bank”). The rent restriction will end on **[to be inserted based on 10 years after Effective Date]**, subject the terms and conditions contained in the Agreement.

2. AVAILABILITY OF THE AGREEMENT/RENT DISCLOSURE

Your landlord must attach a copy of this Summary to your lease and you may obtain a copy of the entire Agreement upon request. Your landlord must disclose the restricted rent to you prior to the signing of a lease.

3. RETALIATION PROHIBITED

Your landlord cannot retaliate against you or any lawful occupant of your unit who notifies the Agency or other governmental authority of alleged violations of this Summary or the Agreement.

4. INCOME CERTIFICATION REQUIRED

Prior to occupancy, you must submit a statement regarding your income and the income of all other persons occupying your apartment (or intending to occupy the apartment unit as the case may be) and any other information and/or documentation your landlord determines is reasonably necessary to verify the information contained in that statement.

5. SECTION 8 TENANTS

You cannot be refused an apartment because of your status as a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937.

6. RENT INCREASES

- a. You and the other lawful occupants of your apartment cannot be evicted or otherwise have your tenancy terminated for other than good cause, nor can the landlord increase the rent for your apartment to a level that exceeds that permitted by the Agreement.
- b. Your Landlord may increase your rent, provided that such increase is not in violation of the rent restrictions set forth in the Agreement.

EXHIBIT D
DEVELOPMENT ENFORCEMENT NOTE AND MORTGAGE

THIS DEVELOPMENT ENFORCEMENT NOTE AND MORTGAGE (this “Mortgage”) is made as of this ____ day of _____, 202_ (the “Effective Date”) by and between **[purchaser]**, with an address of **[address]** (hereinafter referred to as “Developer”), and **TROY COMMUNITY LAND BANK CORPORATION**, a not-for-profit corporation organized and existing under the laws of the State of New York, with a business address at 415 River Street, Suite 101, Troy NY 12180 (the “Land Bank”).

RECITALS

WHEREAS, on even date herewith, the Land Bank, transferred and conveyed all of their respective right, title and interest to Developer in that certain parcel of real property located at and commonly known as **[property address]**, Rensselaer, New York (Town of **[insert]** SBL No. **[insert]**), and as more specifically described on Schedule A attached hereto and made a part hereof (the “Real Property”); and

WHEREAS, as material consideration for the purchase and sale of the Real Property and as an inducement for the Land Bank to convey title to the Real Property to Developer, Developer agreed to improve, rehabilitate, develop and use the Real Property (the “Project”) in a manner specified in a certain Property Purchase Application submitted by Developer to the Land Bank dated **[insert date]**, attached hereto as Schedule B and made a part hereof (the “Development Plan”); and

WHEREAS, Developer acknowledges that the Land Bank would not have otherwise transferred and conveyed title to the Real Property to Developer without Developer's commitment to complete Project in accordance with the Development Plan, and this Mortgage is intended to ensure that Developer fulfills the Development Plan and, until such time, Developer pledges the Property (as hereinafter defined) as security for the completion of the Development Plan and any indebtedness associated with the failure to complete the improvement, development and use of the Property in accordance with the Development Plan, upon the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and to secure the performance of the Developer hereunder and the payment of the Indebtedness (as hereinafter defined) with interest, and all other sums provided for in this Mortgage, and as further security for the full and faithful performance by Developer of its obligations under this Mortgage and the agreements, conditions, covenants, provisions and stipulations contained herein, and in certain other agreements and instruments made and given by Developer to the Land Bank in connection herewith (collectively, the “Transaction Documents”), Developer has granted, conveyed, bargained, sold, released, confirmed and mortgaged, and by these presents does hereby mortgage to the Land Bank, its successors and assigns the Real Property;

TOGETHER WITH all of Developer's right, title and interest no owned or hereafter acquired in:

(i) all buildings, structures and other improvements erected or hereafter erected thereon (the "Improvements"); and

(ii) all fixtures, appliances, machinery, fittings, apparatus, furniture, and equipment of any nature whatsoever, and other articles of Developer's personal property now or at any time hereafter installed in, attached to or situated in or upon the Real Property or any Improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Property, or in the operation of any Improvements now or hereafter erected thereon, or in the operation or maintenance of any such building or improvement, plant, or business situate thereon, whether or not the personal property is or shall be affixed thereto; and

(iii) any and all tenements, hereditaments and appurtenances belonging to the Real Property or any part thereof hereby mortgaged or intended so to be, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses, and all easements and covenants now existing or hereafter created for the benefit of Developer or any subsequent owner or tenant of the mortgaged Real Property over ground adjoining the mortgaged Real Property and all rights to enforce the maintenance thereof, and other rights, liberties and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issue and profits arising therefrom, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Developer in and to the Real Property or any part thereof; and

(iv) all building materials owned or to be owned by Developer delivered on site to the Real Property during the course of, or in connection with, any construction of Improvements; and

(v) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(vi) all monies due or to become due under, and all right, title and interest in, to and under, any lease or leases now or hereafter affecting the aforesaid Real Property and Improvements and all income, profits and monies due or to become due to Developer as a result of the operation of Developer's business at the aforesaid Real Property; and

(vii) all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking by a government or agency of the whole or part of the Real Property or Improvements or any easement in connection with the Real Property.

All of the above-mentioned Real Property and improvements, tenements, hereditaments and appurtenances, and other property interests are sometimes collectively referred to herein as the "Property."

TO HAVE AND TO HOLD the Developer's interest in the Property hereby conveyed or mentioned and intended so to be, unto the Land Bank, its successors and assigns to its own use forever.

PROVIDED ALWAYS, and this instrument is executed and delivered upon the express condition that, if Developer performs its obligations under this Mortgage, and the agreements, conditions, covenants, provisions and stipulations contained herein, and in certain other agreements and instruments made and given by Developer to the Land Bank in connection herewith, then this Mortgage and the estate hereby granted shall cease and become void, and Land Bank shall execute a discharge of this Mortgage in recordable form, upon such event.

MORTGAGOR REPRESENTS, COVENANTS AND WARRANTIES to and with the Land Bank as follows:

1. **Developer's Obligations.**

(a) **Completion Date.** Developer shall improve, develop, redevelop, and/or repair the Property in accordance with the Development Plan on or before **[insert date]** (the "Completion Date").

(b) **Occupancy, Repair and Maintenance.** Developer shall occupy and use the Property solely for the purpose(s) specified in the Development Plan. Developer will operate and maintain the Property in good order, repair and operating condition, will promptly make all necessary repairs, replacements and improvements thereto as necessary, including without limitation any fixtures or equipment which form a part of the Property, to insure that the same part of the security under this Mortgage shall in any way be diminished or impaired, and will not cause or allow any of the Property to be misused or suffer any waste, damage, disfigurement or injury.

(c) **Compliance with Legal Requirements.** Developer will perform and comply promptly with, and cause the Property to be maintained, used and operated in accordance with, any and all (i) all laws, ordinances, rules, regulations, orders, restrictions and other requirements of all federal, state, county or town having jurisdiction over the Property or Developer ("Governmental Authorities"), and any other applicable laws, ordinances, rules or regulations relating to the Property, or the use and occupancy of the Property, foreseen or unforeseen, ordinary or extraordinary, whether now or hereafter enacted or adopted; (ii) all present and future orders, rules and regulations of any national or local board of fire underwriters applicable to all or any portion or aspect of the Property or the operation thereof; and (iii) all present and future conditions and requirements of all insurance policies (including public liability, property damage and fire and extended coverage) at any time in force with respect thereto (clauses (i), (ii) and (iii) hereinafter collectively referred to as "Legal Requirements"). Developer will not use or occupy, or permit the Property or any portion thereof to be used or occupied in any manner which violates any Legal Requirements or insurance requirement, or which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Developer shall remedy any and all outstanding building and zoning code violations and any other violations of any Legal Requirements at the Property on or before the Completion Date.

(d) **Taxes and Other Charges.** Developer shall pay its debts and other obligations in accordance with their terms, and pay and discharge promptly all Impositions on the Property, and in

any event before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might give rise to a lien upon the Property or any part thereof, provided, however, that such payment and discharge shall not be required so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings which effectively stay the execution of any such lien and Developer shall set aside, on its books, adequate reserves in accordance with generally accepted accounting principles with respect thereto. For the purposes of this Mortgage, "Impositions" shall mean all taxes or payment in lieu of tax payments (including sales and use taxes), assessments, water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees, environmental cleanup costs and other fees or charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including all interest and penalties thereon), which at any time may be assessed, levied, imposed on, or be a lien upon (i) the Property, (ii) any occupancy, use or possession of or activity conducted on the Property, or (iii) the revenues or receipts from the Property or the use or occupancy thereof.

(e) Insurance.

(i) Developer shall maintain comprehensive fire and hazard insurance with extended coverage risks and comprehensive general public liability insurance, in amounts as reasonably determined by the Land Bank, with an insurance company or companies satisfactory to the Land Bank. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Land Bank, shall be in form satisfactory to the Land Bank, shall be maintained in full force and effect, shall be assigned to the Land Bank, with premiums prepaid, as collateral security for payment of the Indebtedness secured hereby. Such insurance shall also name the Land Bank as an additional insured and loss payee. The Land Bank's name and address on any policy or policies of insurance shall appear as: **Troy Community Land Bank Corporation, 415 River Street, Suite 101, Troy NY 12180**, unless otherwise directed in writing by the Land Bank. If the insurance, or any part thereof, shall expire, or be withdrawn, or become void or unsafe by reason of the failure or impairment of the capital of any company in which the insurance may then be carried, or if for any reason in the reasonable opinion of the Land Bank the insurance shall be unsatisfactory to the Land Bank, Developer shall replace said insurance with satisfactory insurance immediately. All renewal policies, with premiums paid, shall be delivered to the Land Bank at least thirty (30) days before expiration of the old policies. If the Land Bank becomes the owner of the Property or any part thereof by foreclosure or otherwise, such policies, including all right, title and interest of Developer thereunder, shall become the absolute property of the Land Bank.

(ii) In case of any damage to or destruction of the Property, Developer shall (A) promptly notify the Land Bank of such event and take such steps as shall be necessary to preserve any undamaged portion of the Property and (B) unless otherwise instructed by the Land Bank, shall promptly, regardless of whether the insurance proceeds, if any, shall be sufficient for the purpose or shall be otherwise applied by the Land Bank as provided herein, commence and diligently pursue to completion the restoration, replacement or rebuilding of the Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction and in

accordance with plans and specifications approved, and with other provisions for the preservation of the security hereunder established, by the Land Bank.

2. **Satisfaction and Discharge.** Upon completion of the Project in accordance with the Development Plan, such completion to be determined by the Land Bank in its sole and absolute discretion, this Mortgage shall be satisfied and discharged. Developer and Land Bank have executed that certain Satisfaction and Discharge of Mortgage in the form attached hereto as Exhibit A (the "Satisfaction"). Land Bank shall hold the executed Satisfaction in escrow pending completion of the Project in accordance with the Development Plan.

3. **Certificate of Substantial Completion.**

(a) On or before the Completion Date, time being of the essence, Developer shall provide the Land Bank with copies of any and all building permits, certificates of completion, certificates of occupancy, certificates of adequacy, certificates of inspection and/or other similar permits or certificates obtained for the Property as may be required by any Legal Requirements or as may be reasonably requested by the Land Bank (the "Certificates") and any drawings, plans, receipts, photographs, specifications and/or other documentation reasonably requested by the Land Bank confirming that Developer has completed the Development Plan. Upon receipt thereof, the Land Bank shall determine whether the Developer has "Substantially Completed" (as defined herein) the Project in accordance with the Development Plan. At a mutually agreeable time, Developer will allow Land Bank employees and/or its agents access to the Property for the purpose of inspecting the Property to assist in the determination as to whether Developer has Substantially Completed the Project in accordance with the Development Plan. If the Land Bank determines in its reasonable discretion that the Developer has Substantially Completed the Project in accordance with the Development Plan, it shall issue Developer a Certificate of Substantial Completion, which Certificate shall be issued within twenty (20) business days from the date of such inspection.

(b) For the purpose of this Mortgage, the words "Substantially Completed" shall mean and the words "Substantial Completion" shall refer to the date when (i) Developer has substantially completed the work contemplated by the Project in accordance with the Development Plan; (ii) Developer has obtained, at Developer's cost and expense, a permanent certificate of occupancy or comparable governmental authorization permitting Developer's use and occupancy of the Property for the uses contemplated by the Development Plan; and (iii) the Land Bank receives written certification from Developer's architect for the Project that Developer has met its obligations under clauses (i) and (ii) of this Section 3(b).

4. **Event of Default.** The occurrence of any one or more of the following, and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Land Bank to the Developer, shall constitute an "Event of Default" under this Mortgage:

(a) Developer fails to achieve Substantial Completion of the Project as evidenced by a Certificate of Substantial Completion on or before the Completion Date, or Developer commences any

alteration, addition, improvement, restoration, demolition or removal of any part of the Property, without complying with the Development Plan.

(b) Developer fails to comply with any term, condition or covenant contained in this Mortgage or in any of the Transaction Documents, or Developer takes any action prohibited by this Mortgage or fails to take any action required by this Mortgage.

(c) Developer sells or transfers all of the Property or any interest in the Property during the Term without the prior written consent of the Land Bank. The prior written consent to any particular sale or transfer will in no way operate as a consent to any future sales or transfers occurring after such consent is given. Any transfer of a majority of the stock or membership interests of Developer (or the transfer of more than fifty percent (50%) in interest of Developer if Developer is a partnership) whether in one or a series of transactions, and any merger or consolidation of Developer with any other entity, shall be deemed to be a sale or transfer hereunder. Consent to such a transfer during the Term shall, however, not be unreasonably withheld as long as Developer (i) retains an ownership interest in the Property or in any business entity to which the Property shall be transferred, and (ii) retains control of, and responsibility for, implementing the Development Plan.

(d) An action shall be instituted for the foreclosure of an Imposition.

(e) Any representation or certification made by or on behalf of Developer in this Mortgage, the Development Plan or any of the other agreements and instruments made and given by Developer to Land Bank in connection herewith shall be false or misleading in any material respect.

(f) Developer shall commence steps or proceedings toward the dissolution, winding up, or other termination of the existence of the Developer or toward the liquidation of its assets; or Developer shall commence or have commenced against it a case under any chapter of the United States Bankruptcy Code, or the filing of a voluntary or involuntary petition proposing the adjudication of Developer as bankrupt or insolvent, or the reorganization of Developer or an arrangement by Developer with its creditors; or Developer shall make an assignment for the benefit of its creditors, or if in any other manner Developer's interest in the Property passes to another by operation of law, including, without limitation, by attachment, execution, or similar legal process; or Developer shall have a receiver or trustee appointed; or the Land Bank shall receive or discover evidence of the inability of Developer to pay its debts as they come due, such evidence to include but not be limited to an admission in writing by Developer or any member thereof of its inability to pay its debts when due or one or more judgments docketed against Developer or any such member.

5. **Right to Remedy Defaults.** In the event that Developer should fail to perform any term, condition or covenant contained in this Mortgage or in any of the Transaction Documents, the Land Bank, at its election, shall have the right to make any payment or expenditure and to take any action which Developer should have made or taken, or which the Land Bank deems advisable to protect the security of this Mortgage or the Property, without prejudice to any of the Land Bank's rights or remedies available hereunder or otherwise, at law or in equity. All such sums, as well as costs,

advanced by the Land Bank pursuant to this Mortgage shall be due immediately from Developer to the Land Bank, shall be secured hereby, and shall bear interest at the Default Rate from the date of payment by the Land Bank until the date of repayment.

6. **Value of Indebtedness.** Upon the occurrence of an Event of Default, Developer agrees that it will be indebted to and shall pay the Land Bank the sum of **[insert amount]** (the "Indebtedness") in cash or other good funds in form acceptable to the Land Bank within twenty (20) days after written notice that such Indebtedness is due and owing. Developer and Land Bank acknowledge that the damages to the Land Bank upon the occurrence of an Event of Default by Developer would be difficult or impossible to determine, that the amount of the Indebtedness represents the parties' best and most accurate estimate of the damages that would be suffered by the Land Bank in the Event of Default by Developer, that such estimate is reasonable under the circumstances existing as of the date of this Mortgage and under the circumstances that the Land Bank and Developer reasonably anticipate would exist at the time of such Event of Default. Accordingly, in lieu of actual damages for an Event of Default, Developer agrees that the Indebtedness may be assessed and recovered by the Land Bank as against Developer without the Land Bank being required to present any evidence of the amount or character of actual damages sustained by reason thereof.

7. **Remedies.**

(a) **Deed in Lieu of Foreclosure.** Upon the occurrence of any Event of Default, Developer hereby waives his/her right to any offset or claim or counterclaim for any improvements made to the Property against the Land Bank and shall deliver a deed in lieu of foreclosure within three (3) business days of the Land Bank's request. If Developer delivers to the Land Bank such deed in lieu of foreclosure within such three (3) business day period, Land Bank shall forgive the Indebtedness. Developer's failure to deliver said deed in lieu of foreclosure within three (3) business days of the Land Bank's request shall result in the assessment of a fine of \$100 a day until said deed in lieu of foreclosure or a referee's deed in a foreclosure action is delivered. Developer shall pay all closing costs, including, without limitation, Seller's attorneys' fees, title fees and recording fees with respect to said deed in lieu of foreclosure.

(b) **Other Remedies.** Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, if Developer fails to deliver a deed in lieu of foreclosure as provided in Section 7(a) above, then the Land Bank or an agent thereof may institute an action of mortgage foreclosure against the Property, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Indebtedness, with interest at the Default Rate, together with all other sums due by Developer in accordance with the provisions of this Mortgage, including all sums which may have been incurred by the Land Bank after the date of this Mortgage, and all sums which may have been advanced by the Land Bank for any Impositions or costs of repairs to the Property, all costs of suit, together with interest at such rate on any judgment obtained by the Land Bank from and after the date of any referee's sale until actual payment is made by the referee of the full amount due the Land Bank, and a reasonable attorney's fee;

(ii) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any term, covenant, condition or provision in this Mortgage, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy the Land Bank shall elect;

(iii) appoint a receiver, custodian, trustee, liquidator or conservator of the Property, to be invested with the fullest powers permitted under applicable law, and all earnings, revenues, rents, issues, profits and income thereof to the extent permitted by law, without giving notice to any other party and without regard to the adequacy or inadequacy of the security of the Property;

(iv) take all such other steps and to assert all such other rights and remedies as shall be permitted at law or in equity;

(v) take all actions permitted under the Uniform Commercial Code; and

(vi) to take any action, or pursue any other right or remedy, as the Land Bank may have under applicable law or under any other agreements and instruments made and given by Developer to Land Bank in connection herewith, and Developer does hereby grant the same to the Land Bank.

(c) Sale After Default.

In case of a foreclosure sale, the Property may be sold in one or more parcels, notwithstanding any provision of any statute, regulation or other law to the contrary. The proceeds of any sale made pursuant to this Section 7, together with all other sums which the Land Bank may then hold pursuant to this Mortgage, shall be applied as follows:

(A) First, to the payment of the costs, fees and expenses of sale and of any judicial proceedings pursuant to which such sale shall be made, including the cost of title searches and insurance and the reasonable attorneys' fees and expenses of the Land Bank, together with interest thereon from the date incurred by Mortgagee to the date of repayment thereof at the Default Rate;

(B) Second, to the payment of any and all sums expended by Land Bank, not then repaid, and all other sums required to be paid by Developer pursuant to this Mortgage, including all expenses, liabilities, advances and disbursements made or incurred by the Land Bank pursuant to this Mortgage or in connection with the enforcement hereof, together with interest thereon from the date incurred to the extent permitted by applicable law at the Default Rate;

(C) Third, to the payment of the Indebtedness, accrued and unpaid interest, and other indebtedness payable pursuant to this Mortgage in such order as the Land Bank may determine; and

D) Fourth, the remainder, if any, to the persons legally entitled thereto.

(ii) In connection with any such sale, the Land Bank may bid for and acquire Developer's interest in the Property or any part thereof and in lieu of paying cash therefore may make settlement for the purchase price by crediting upon the Indebtedness the amounts referred to in clauses "First," "Second" and "Third" of this Section 7(c)(i) to the extent necessary to cover such purchase price.

(d) Waiver of Marshalling. Developer, for itself and for all persons hereafter claiming through or under Developer, or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Property or any other property now or hereafter constituting security for the Indebtedness or the observance or performance of any of the terms, covenants, conditions or provisions hereof marshaled upon any foreclosure of this Mortgage or the foreclosure or sale of any other security for said Indebtedness or the observance or performance of any of the terms, covenants, conditions or provisions of this Mortgage.

(e) Remedies Cumulative. Each right and remedy of the Land Bank provided for in this Mortgage or the Transaction Documents shall be cumulative and shall be in addition to every other right or remedy provided for in this Mortgage or the Transaction Documents, or now or hereafter existing at law or in equity, by statute or otherwise.

(f) Waiver of Rights and Defenses. To the fullest extent permitted under applicable law, Developer will not at any time insist on, plead, claim or take the benefit or advantage of any statute or rule of law now or hereafter in force providing for any appraisalment, valuation, stay, extension, moratorium or redemption, or of any statute of limitations, and Developer, for itself and its heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming an interest in the Property, hereby waives and releases all rights of redemption, valuation, appraisalment, notice of intention to mature or declare due the whole of the Indebtedness.

8. **Intent and Enforceability.** It is the intent of Developer and Land Bank that this Mortgage secure the Developer's completion of the Development Plan and the Indebtedness, and that the Mortgage shall be a security on the Property. Developer acknowledges and agrees that this Mortgage is enforceable and hereby waives any argument that the Mortgage is invalid for lack of consideration or any other reason or defense at law or in equity.

9. **Indemnification by Developer.** Developer covenants to protect, indemnify and save Land Bank harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Land Bank, by reason of (a) any accident or injury to or death of persons or loss of or damage to property occurring on or about the Property or the adjoining sidewalks, curbs, vaults, streets or ways; (b) any use or condition of the adjoining sidewalks, curbs, vaults, streets or ways; (c) any failure on the part of Developer to perform or comply with any of the terms of this Mortgage or any of the other agreements and instruments made and given by Developer to Land Bank in connection herewith; (d) any negligence or act on the part of the Developer or any of its employees, agents, contractors, lessees, sublessees, licensees, permittees or

invitees; and/or (e) any violation or alleged violation of environmental laws, environmental problems, or other environmental matters or that in any way relates to or results from Developer's operations in connection with the Property, including without limitation, releases or threatened releases of hazardous materials from the Property or from equipment, containers, tanks or vehicles used in connection with the Property. In the event that any action, suit or proceeding is brought against the Land Bank or the Property by reason of any such occurrence, and upon the Land Bank's request, Developer covenants to defend such action, suit or proceeding with competent counsel approved by the Land Bank. This indemnification shall not include any claims resulting solely from the Land Bank's gross negligence or willful misconduct.

10. **Collection Costs and Fees.** Developer agrees to pay all costs, charges and expenses, including, reasonable attorneys' fees, which are: incurred by the Land Bank in connection with preserving or protecting the Land Bank's rights and interests under this Mortgage whether or not a legal action is filed; or incurred by the Land Bank in any action or proceeding to foreclose the Mortgage or to collect the Indebtedness and other amounts secured by the Mortgage. Such amounts together with interest as provided for herein shall be added to the Indebtedness then due and will be a lien on the Property, prior to any right or title to, interest in, or claim upon said Property attaching or accruing subsequent to the lien of the Mortgage, and will be deemed to be secured by the Mortgage.

11. **Interest.** Any payment due and owing from Developer to the Land Bank hereunder which is not made within ten (10) days of the date when due shall accrue interest at a rate of fifteen percent (15%) per annum (the "Default Rate").

12. **Right of Entry.** For the purpose of assuring compliance with this Mortgage, Land Bank agents, officers and employees shall have the right to enter on and inspect the Property at reasonable times upon prior notice to and with the consent of the Developer, which consent shall not be unreasonably delayed, conditioned or withheld. Any such entry shall not constitute possession of the Property by the Land Bank.

13. **Assignment of Leases and Rents.** Developer hereby assigns to the Land Bank the rents, issues and profits of the Property as further security for the payment of said Indebtedness, and all other amounts secured hereby. The Developer grants to the Land Bank the right to enter upon and to take possession of the Property for the purpose of collecting the same and to lease the Property or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said Indebtedness and all other amounts secured hereby. This assignment and grant will continue in effect until all sums secured hereunder are fully and irrevocably paid. The Land Bank hereby waives the right to enter upon and to take possession of said Property for the purpose of collecting said rents, issues and profits, and the Developers will be entitled to collect and receive said rents, issues and profits, until default under any of the covenants, conditions or agreements contained in this Mortgage, but such right of the Developer may be revoked by the Land Bank upon a default hereunder.

14. **Trust Fund Provisions.** This Mortgage is subject to the trust fund provisions of Section 13 of the Lien Law of the State of New York.

15. **Subordination.** This Mortgage is subordinate in all respects to that certain mortgage by and between [insert lender](the “Lender”) and the Developer dated [insert date] which finances the acquisition of the Property and/or the implementation of the Development Plan (the “Senior Indebtedness”). Notwithstanding anything herein to the contrary, unless and until the Senior Indebtedness comes into existence and is incurred by the Developer, the lien of this Mortgage shall be a first priority lien. At the time that the Senior Indebtedness, as specifically defined above, is incurred by the Developer, the lien of this Mortgage shall immediately become subordinate and junior in priority to the Senior Indebtedness. This Mortgage shall not be subordinate to any other mortgage, lien, line of credit or other intendedness secured against the Property. This Section 14 shall be self-operative, and no further instrument of subordination shall be required to effect the subordination of this Mortgage.

16. **Notices.** Any notice required or permitted to be given under or pursuant to the terms of this Mortgage, shall be in writing and shall be deemed to have been duly given if personally delivered, delivered by an overnight courier service or mailed by certified mail return receipt requested, postage and registry fees prepaid in the event of mailing, and in all events addressed to the party to receive such notice at the address set forth at the beginning of this Mortgage. By notice sent in accordance with this section, any party may change the address to which further notice shall be sent. All notices shall be deemed given when mailed or delivered in the manner provided in this section.

17. **Relationship of the Parties.** Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. The parties hereto do not intend to confer any benefit hereunder to any person other than the parties hereto.

18. **Joint and Several Liability.** If this Mortgage is executed by two or more entities or persons, they shall be jointly and severally liable, and all provisions of this Mortgage shall apply to each and all of them.

19. **Severability.** If any provision of this Mortgage or the application thereof to any party or circumstance is held invalid or unenforceable to any extent, the remainder of this Mortgage and the application of that provision to other parties or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

20. **Effect of Land Bank's Waiver.** No failure by the Land Bank to insist upon the strict performance of any term, covenant, condition or provision of or to exercise any right, power or remedy consequent upon a default under this Mortgage or the Transaction Documents shall constitute a waiver of any such default or of any such term, covenant, condition or provision. No waiver of any default under this Mortgage or the Transaction Documents shall affect or alter this Mortgage or the Transaction Documents, which shall continue in full force and effect, or the rights of the Land Bank

with respect to any other then existing or subsequent default under this Mortgage or the Transaction Documents.

21. **Covenants Running with the Land.** This Mortgage and all covenants and agreements herein contained or recited are intended to be, shall be construed as, covenants that shall run with the land and that shall inure to and bind the heirs, executors, administrators, devisees, trustees, successors and assigns of the parties hereto, except as otherwise provided herein.

22. **Governing Law.** This Mortgage and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York, without regard to principles of conflicts of laws.

23. **Venue.** DEVELOPER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS AGREEMENT SHALL BE BROUGHT IN THE SUPREME COURT, RENSSELAER COUNTY, NEW YORK AND CONSENTS TO THE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE COMPANY BY MAIL AT THE ADDRESS SET FORTH IN THIS AGREEMENT. DEVELOPER HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

24. **Authority to Enter into Agreement.** Each party hereto hereby warrants and represents that it has the necessary power and authority to enter into this Mortgage and that it has taken all necessary action in order to enter into this Mortgage.

25. **Representations.** The Land Bank has not made any representations, warranties or promises to Developer as to any matter or thing except as may be specifically set forth in this Mortgage, and Developer hereby acknowledges that Developer is not relying on any representation, warranty or promise of any kind or nature other than as may be set forth in this Mortgage.

26. **Entire Agreement.** This Mortgage constitutes the entire agreement of the parties concerning the subject matter hereof, and it may be amended only by a document signed by the party against whom any such change is sought to be enforced. This Mortgage supersedes all prior or contemporaneous understandings, agreements, and negotiations, all of which are merged into this Mortgage.

27. **Headings.** The headings used in this Mortgage are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Mortgage.

28. **Jury Waiver.** THE LAND BANK AND DEVELOPER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION INVOLVING OR PROCEEDING RELATING TO THIS MORTGAGE OR TO THE

PERFORMANCE OF EITHER PARTY'S OBLIGATIONS HEREUNDER IN WHICH THE LAND BANK AND DEVELOPER IS AN ADVERSE PARTY.

29. **Recording Tax.** The Land Bank will record or cause this Mortgage to be recorded in all offices where recordation hereof is necessary and Developer will pay, or cause to be paid, all mortgage recording taxes, if any, which may be imposed by the State of New York or other governmental authority upon this Mortgage.

30. **No Merger.** There shall be no merger of this Mortgage with the fee interest in the Property by reason of the fact that the same person may acquire, own or hold, directly or indirectly this Mortgage and the fee interest in the Property, unless and until such person shall join in a written instrument affecting such merger and shall duly record the same.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this development enforcement Note and Mortgage as of the day first set forth above.

DEVELOPER:

By: _____
Name:
Title

**LAND BANK:
TROY COMMUNITY
LAND BANK CORPORATION**

By: _____
Name:
Title: Executive Director