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January 13, 2022

Hon. Adam Bello
Monroe County Executive
39 West Main Street, Suite 110
County Office Building
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6389 3832 66

Ms. Susan Buck
Monroe County Treasury
B-3 County Office Building
39 West Main Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6389 3832 73

Hon. Malik Evans, Mayor
City of Rochester
City Hall, 30 Church Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6389 3832 80

Mr. Randy Webb
Bureau of Accounting
30 Church Street, Room 106-A
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6389 3832 97

Mr. Michael Zazzara, Assessor
City Hall, Room 101A
30 Church Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6389 3833 03


Dr. Lesli Myers-Small, Superintendent
Rochester City School District
131 West Broad Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6389 3833 10

Re: County of Monroe Industrial Development Agency ("COMIDA") and
A50EB LLC Project;
Various Properties located in the City of Rochester, New York

Ladies and Gentlemen:

Enclosed herewith please find a copy of the Payment In Lieu of Tax Agreement and the Application for Real Property Tax Exemption with respect to the above-captioned matter. Also enclosed for your perusal are copies of the as-recorded Memorandum of Lease and Memorandum of Leaseback.

Very truly yours,


Rachel C. Baranello

RCB/lap

Enclosures

cc: COMIDA
Peter J. Landers
W. Stephen Tierney, Esq.
Dana Wood, Esq.
Matthew Carrigg, Esq.

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

AND

A50EB LLC

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Tax Map Nos.

121.230-0001-024.000
121.230-0001-026.000
121.230-0001-029.000
121.230-0001-033.000
121.230-0001-034.001
121.230-0001-034.002
121.230-0001-034.003
121.230-0001-034.004
121.310-0001-002.001
121.310-0001-002.002
121.310-0001-002.003

Affected Tax Jurisdictions:

County of Monroe
City of Rochester

Dated as of December 1, 2021

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "PILOT Agreement") made as of December 1, 2021, is by and between the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 50 West Main Street, Rochester, New York 14614 (the "Agency"), and **A50EB LLC**, a New York limited liability company with offices at 50 East Broad Street, Rochester, New York 14604 (the "Company").

WITNESSETH:

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

WHEREAS, the Company has requested the Agency to assist in a certain project (the "Project") consisting of: (A) the acquisition of a leasehold interest in a portion of a certain parcel of land located at 50 East Broad Street in the City of Rochester, New York 14614 (the "Land") together with the existing buildings thereon known as the Aqueduct (the "Existing Improvements"); (B) the renovation of the Existing Improvements including, but not limited to, new signage, windows, sustainable energy systems, state-of-the-art access to broadband, information technology equipment and security systems (collectively, the "Improvements"); and (C) the acquisition and installation therein, thereon or thereabout by the Company and the Tenant (as defined below) of certain machinery, equipment and related personal property (the "Equipment" and, together with the Land, the Existing Improvements and the Improvements, the "Facility"), for sublease to Constellation Brands, Inc. (the "Tenant") for use as its corporate headquarters; and

WHEREAS, the Agency has agreed to lease the Facility to the Company; and

WHEREAS, the City of Rochester has confirmed its support for the Project and the PILOT Agreement, as evidenced by correspondence, dated August 25, 2021, signed by the Mayor; and

WHEREAS, the Agency and the Company have entered into a Project Agreement, dated as of December 1, 2021, with regards to the Project; and

WHEREAS, in order to induce the Company to acquire, renovate and equip the Facility, the Agency is willing to take a leasehold interest in the Land and the Facility pursuant to a certain Lease Agreement, dated as of December 1, 2021 (the "Lease Agreement"), and thereafter lease said Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of December 1, 2021 (the "Leaseback Agreement"); and

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

service charges against real property, which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the County of Monroe (the "County") and the City of Rochester (the "City" and, collectively with the County, the "Affected Tax Jurisdictions").

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

Section 1 - Payment in Lieu of Ad Valorem Taxes.

Section 1.1 A. Subject to the completion and filing by the taxable status date (**February 1, 2022**) (the "Taxable Status Date") of New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law (the "RPTL") and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes commencing with the **2022-2023** City tax year and the **2023** County tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County and City. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Facility is leased to the Agency or under its jurisdiction, control or supervision, the Company agrees to pay annually directly to the Affected Tax Jurisdictions, as a payment in lieu of taxes, within thirty (30) days of receipt of the invoice for payment of taxes (the "Payment Date"), commencing with the invoice for the **2022-2023** City tax year and the invoice for the **2023** County tax year, an amount equal to the Total PILOT

Payment, as set forth on **Schedule A** attached hereto and made a part hereof. The Company shall remit payment to the applicable Affected Tax Jurisdiction in accordance with instructions provided on the respective invoice. The Company shall make all payments due hereunder without further notice or invoicing from the Agency, any Affected Tax Jurisdiction or any other party.

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

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

1.3 **Tax Rates.** For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Affected Tax Jurisdictions shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, City and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the Total PILOT Payment due date. For City purposes, the tax rates used to determine the Total PILOT Payment shall be the rate relating to the school year which includes the Total PILOT Payment due date.

1.4 **Valuation of Future Additions to the Facility.** In the event that any structural addition that alters the footprint of the Facility shall be made to the building or buildings included in the Facility, or any additional building or improvement shall be constructed on the Land (such structural additions, buildings and improvements being referred to hereinafter as "Future Addition"), the Company agrees to make additional payments in lieu of taxes to the Affected Tax Jurisdictions in amounts equal to the then current ad valorem tax rates which would be levied upon or with respect to the Future Addition by the Affected Tax Jurisdictions if the Future Addition were owned by the Company exclusive of the Agency's leasehold interest multiplied by the assessment or assessments established for that tax year by the appropriate Affected Tax Jurisdiction. Notwithstanding the foregoing, the Agency and the Company acknowledge a parking garage that is not part of the Facility shall be constructed on the Land and shall be subject to a separate payment-in-lieu-of-tax agreement, and is not considered a "Future Addition".

1.5 **Period of Benefits.** The tax benefits provided for herein should be deemed to include (i) the **2023-2024** City tax year through the **2037-2038** City tax year, and (ii) the **2024** County tax year through the **2038** County tax year. This PILOT Agreement shall expire on **December 31, 2038**; *provided, however*, the Company shall pay the **2038-2039** City tax bill and the **2039** County tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. For the avoidance of doubt, for the **2022-2023** City tax year and the **2023** County tax year, the Project will be under construction, with an

anticipated completion on or about [December 31, 2023], therefore, an amount equal to full taxes will be due for the **2022-2023** City tax year and the **2023** County tax year. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this PILOT Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility while this PILOT Agreement is in effect which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York RPTL. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

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

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

Section 4 - Assessment Challenges.

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

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

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments, and (ii)

file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

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

Section 6 - Events of Default.

6.1 If payments are not made as provided for herein, and such failure continues thirty (30) days after the Company's receipt of written notice of such failure, the Agency and/or the Affected Tax Jurisdictions, individually or collectively, shall be entitled to pursue any and all remedies afforded them at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the Company under this PILOT Agreement.

Notwithstanding anything contained herein to the contrary, upon the occurrence of any of the following events which continue beyond any applicable notice and cure period (or if none, which continues thirty (30) days after the Company's receipt of written notice of such failure): (i) the sale or closure of the Facility; (ii) a significant unapproved change in use of the Facility; (iii) a significant reduction in employment at the Facility (as defined below); (iv) the Company abandons or otherwise vacates the County of Monroe; (v) the failure by the Company to make any payments required under this PILOT Agreement; or (vi) an "Event of Default" (singularly or collectively an "Event of Default") under the Leaseback Agreement, dated as of the date hereof, by and between the Agency and the Company (the "Leaseback Agreement"), the Agency shall have the right to recapture real property tax abatements provided hereunder pursuant to the following schedule:

Year of Recapture	Percent of Recapture, Applicable to Current Year and All Prior Years
1	100%
2	100%
3	50%
4	50%
5	25%
6	25%
After year 6	At Agency's Discretion, 25% or Less

Any such recapture is at the sole and exclusive discretion of the Agency. The Agency shall notify the Company in writing of such Event of Default and of its intent to recapture the

PILOT benefits (or any portion thereof). For purposes of this Section only, a "significant reduction in employment" shall mean more than twenty percent (20%) of the employment as stated in the Company's Application, to wit, 342. Any and all recaptured payments received pursuant to this provision shall be remitted to the Affected Tax Jurisdictions on a pro rata basis within sixty (60) days of receipt of payment.

Notwithstanding anything to the contrary contained herein, the provisions of this Section 6.1 shall survive termination of this PILOT Agreement, for any reason whatsoever.

6.2 If payments pursuant to Section 6.1 herein are not made by the due dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows: With respect to payments to be made pursuant to Section 6.1 herein, if said payment is not received by the due date defined in Section 6.1 herein, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus a late payment penalty, in an amount equal to one percent (1%) of the amount due per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest hereunder, or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section 7 - Assignment. (a) Except as permitted herein, this PILOT Agreement may not be assigned in whole or in part, and the Facility may not be subleased other than to the Tenant, in whole or in part, by the Company without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Agency hereby consents to (i) the assignment of this PILOT Agreement to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter, "Related Person"), (ii) the sublease of the Facility to a Related Person, with a sub-sublease to the Tenant, and (iii) the sublease of the Facility to an affiliated entity created to accommodate a historic tax credit structure, with a sub-sublease to the Tenant.

The Agency also hereby consents to any assignment if the following conditions are satisfied:

- (A) unless approved by the Agency, no assignment shall relieve the Company from primary liability for any of its obligations hereunder unless (1) the Facility has been completed and (2) the Tenant remains a subtenant in the Facility;
- (B) the assignee shall assume the obligations of the Company hereunder;
- (C) the Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to the Agency, a true and complete copy of such assignment; and

(D) the Facility shall continue to constitute a "project" as such quoted term is defined in the Act.

(b) Any other such assignment or sublease is subject to the review and approval by the Agency and its counsel, which approval shall not be unreasonably withheld, conditioned or delayed (at no cost to the Agency; any such cost to be paid by the Company, including reasonable attorneys' fees), and shall contain such terms and conditions as reasonably required by the Agency and its counsel.

Section 8 - Miscellaneous.

8.1 This PILOT Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument. The signatures of the Company and the Agency to this Project Agreement may be in the form of an image of its manually executed signature transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") or an electronic signature executed through DocuSign.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: County of Monroe Industrial Development Agency
50 West Main Street, Suite 1150
Rochester, New York 14614
Attn: Executive Director

With a Copy to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Rachel C. Baranello, Esq.

To the Company: A50EB LLC
P.O. Box 18554
Rochester, New York 14618
Attn: Peter J. Landers, Managing Member

With a Copy to: Woods Oviatt Gilman LLP
1900 Bausch and Lomb Place
Rochester, New York 14604
Attn: Mitchell S. Nusbaum, Esq.

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

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

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this PILOT Agreement on its behalf shall be liable personally under this PILOT Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this PILOT Agreement.

Section 9 - JobsPlus Tax Abatement Policy.

9.1 Jobs Requirement. The Company or the Tenant shall maintain, upon completion of the Facility, its present impacted job level of 342 full-time jobs at the Facility and the Company or the Tenant shall create, at the Facility, thirty-four (34) new full-time/full-time equivalent jobs in three (3) years commencing with the completion of the Facility and maintains those new full-time/full-time equivalent jobs at the Facility for the balance of the fifteen (15) year term hereof. Employees who are assigned to work at the Facility as their home office, but who may also work remotely consistent with flexible work policies of the Company or Tenant, shall count towards the job requirement set forth in this section. A "full-time/full-time equivalent job" means a job position, or a combination of job positions, in which the employees of Tenant or an affiliate of Tenant, employee of an employee leasing company, or combination of such employees, works at the Facility at least 35 hours per week. The Agency's recourse for failure to observe the covenant set forth in this Section 9.1 is provided in Sections 6.1 and 9.3 hereof.

9.2 Compliance Report. The Company shall report its compliance with these provisions as reasonably requested by the Agency, or its project compliance monitor.

9.3 Job Failure. If the thirty-four (34) new full-time/full-time equivalent jobs are not created at the Facility by the end of the three (3) year period commencing with completion of the Facility or not continuously maintained at the Facility during the balance of the term hereof, the

exemption schedule will revert back to Section 485-b of the New York RPTL and the Company agrees to pay in any year for which the job creation requirements are not met (a "Disqualifying Year"), as an additional payment in lieu of taxes, an amount equal to the difference between the tax benefits received in years one through the Disqualifying Year under this PILOT Agreement and the tax benefits which would have been received in years one through the Disqualifying Year under Section 485-b of the New York RPTL. Under extenuating circumstances, the Agency Board may waive the above penalties after reviewing a written request from the Company for waiver of the penalties.

9.4 Waiver Process. The payments required hereunder for any non-compliance shall be paid by the Company to any and all Affected Tax Jurisdictions whether or not billed. However, if the Company has made a good faith effort to achieve the job creation requirement, it may apply in writing for relief from the obligation for repayment of taxes abated, based on a showing of unforeseen economic circumstances, fiscal hardship, or other good cause. Application for relief from the repayment obligation shall be made to the Agency, which shall examine the application and grant relief, in whole or in part, from the repayment obligation or grant an alternate schedule for attaining the job creation requirement.

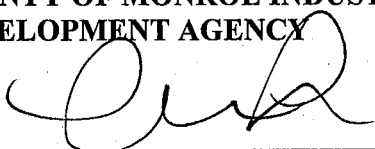
9.5 Benefit Period. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than fifteen (15) consecutive years. The Company agrees that it will not seek any tax exemption for the Facility which would provide benefits for more than fifteen (15) consecutive years. Notwithstanding the foregoing, nothing contained in this PILOT Agreement shall render the Company ineligible for a continued tax exemption under Real Property Tax Law Section 485-b or any other applicable statute if this PILOT Agreement is terminated prior to the expiration of the exemption schedule set forth herein.

9.6 Force Majeure. If either party is in any way delayed or prevented from performing any obligation hereunder due to an act of God, governmental act or failure to act (which shall include, without limitation, business closures and social distancing measures mandated by federal, state and local authorities including those implemented to halt the spread of the COVID-19 virus in the United States), pandemic, labor dispute, inability to procure materials or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events and each event being referred to herein as "*Force Majeure*"), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for the time necessary to compensate for the period of such delay or prevention, provided, however, that the parties shall make commercially reasonable endeavors to mitigate the consequences and effects of such Force Majeure.

[Remainder of Page Intentionally Left Blank]

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

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Ana J. Liss
Title: Executive Director

A50EB LLC


By: _____
Name: Peter J. Landers
Title: Managing Member

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

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Ana J. Liss
Title: Executive Director

A50EB LLC

By:  _____
Name: Peter J. Landers
Title: Managing Member

SCHEDULE A TO
PILOT AGREEMENT DATED AS OF DECEMBER 1, 2021
BY AND BETWEEN THE
COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY
AND A50EB LLC

"Total PILOT Payment" shall be calculated as follows:

<u>Tax Year</u>	<u>County Tax Year</u>	<u>City Tax Year</u>	<u>Total Taxable Valuation</u>
Year 1	2023	2022/2023	Construction Year (full taxes)
Year 2	2024	2023/2024	Base Valuation, plus (Added Value x .10)
Year 3	2025	2024/2025	Base Valuation, plus (Added Value x .10)
Year 4	2026	2025/2026	Base Valuation, plus (Added Value x .10)
Year 5	2027	2026/2027	Base Valuation, plus (Added Value x .10)
Year 6	2028	2027/2028	Base Valuation, plus (Added Value x .10)
Year 7	2029	2028/2029	Base Valuation, plus (Added Value x .10)
Year 8	2030	2029/2030	Base Valuation, plus (Added Value x .10)
Year 9	2031	2030/2031	Base Valuation, plus (Added Value x .20)
Year 10	2032	2031/2032	Base Valuation, plus (Added Value x .30)
Year 11	2033	2032/2033	Base Valuation, plus (Added Value x .40)
Year 12	2034	2033/2034	Base Valuation, plus (Added Value x .50)
Year 13	2035	2034/2035	Base Valuation, plus (Added Value x .60)
Year 14	2036	2035/2036	Base Valuation, plus (Added Value x .70)
Year 15	2037	2036/2037	Base Valuation, plus (Added Value x .80)
Year 16	2038	2037/2038	Base Valuation, plus (Added Value x .90)

For the term of this PILOT Agreement, the Company shall continue to pay full taxes based on the assessed value of the Land and any existing improvements before the completion of any Improvements (the "Base Valuation"). During the term of this PILOT Agreement, the Base Valuation shall be revised from time to time by the change in the assessed valuation in all taxable real property in the City of Rochester, Monroe County, New York, as of the respective tax status date for the tax year for which the recalculation is being made. The Total Taxable Valuation for each Total PILOT Payment shall be calculated such that a graduated abatement factor (the "Abatement Factor") shall be applied to the increased assessed valuation attributable to the Improvements made to the Facility by the Company, as an agent of the Agency, for the Project (the "Added Value"). The abatement schedule shall allow for a 90% exemption from taxation for the Added Value in Year 2 through and including Year 8, with such exemption being eliminated in 10% increments in PILOT Years 9-16.

Once the Total Taxable Valuation is established using the Abatement Factor, the Total PILOT Payment shall be determined by multiplying the Total Taxable Valuation by the respective tax rate for each Affected Tax Jurisdiction (after application of any applicable equalization rate). After Year 16, the Facility shall be subject to full taxation by the Affected Tax Jurisdictions.

Total Taxable Valuation = Base Valuation + (Added Value x Abatement Factor)

Total PILOT Payment = Total Taxable Valuation (after equalization) x Tax Rate

**PILOT ADDENDUM
(CONSTELLATION BRANDS, INC.)**

The County of Monroe Industrial Development Agency, A50EB LLC (the "Applicant") and Constellation Brands, Inc. (the "Tenant") acknowledge and agree that the Tenant is responsible for maintaining its present impacted job level of three hundred forty-two (342) full-time/full-time equivalent jobs at the Facility and creating, at the Facility, the thirty-four (34) full-time/full-time equivalent job(s) required under this PILOT Agreement in accordance with Section 9.1 thereof. However, in the event the Tenant does not create the required job(s), the Applicant, as the direct beneficiary of the PILOT Agreement, is responsible for any and all penalties due as a result of Tenant's failure. The Applicant may, subject to the provisions of its lease with the Tenant, attempt to find a substitute tenant and create, at the Facility, the thirty-four (34) full-time/full-time equivalent job(s) with such new tenant, provided the Agency is informed and consents to the new tenant occupying the Facility.

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Ana J. Liss
Title: Executive Director

A50EB LLC

By: _____
Name: Peter J. Landers
Title: Managing Member

CONSTELLATION BRANDS, INC.

By: _____
Name: _____
Title: _____


**PILOT ADDENDUM
(CONSTELLATION BRANDS, INC.)**

The County of Monroe Industrial Development Agency, A50EB LLC (the "Applicant") and Constellation Brands, Inc. (the "Tenant") acknowledge and agree that the Tenant is responsible for maintaining its present impacted job level of three hundred forty-two (342) full-time/full-time equivalent jobs at the Facility and creating, at the Facility, the thirty-four (34) full-time/full-time equivalent job(s) required under this PILOT Agreement in accordance with Section 9.1 thereof. However, in the event the Tenant does not create the required job(s), the Applicant, as the direct beneficiary of the PILOT Agreement, is responsible for any and all penalties due as a result of Tenant's failure. The Applicant may, subject to the provisions of its lease with the Tenant, attempt to find a substitute tenant and create, at the Facility, the thirty-four (34) full-time/full-time equivalent job(s) with such new tenant, provided the Agency is informed and consents to the new tenant occupying the Facility.

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Ana J. Liss
Title: Executive Director

A50EB LLC

By: 
Name: Peter J. Landers
Title: Managing Member

CONSTELLATION BRANDS, INC.

By: _____
Name: _____
Title: _____

**PILOT ADDENDUM
(CONSTELLATION BRANDS, INC.)**

The County of Monroe Industrial Development Agency, A50EB LLC (the "Applicant") and Constellation Brands, Inc. (the "Tenant") acknowledge and agree that the Tenant is responsible for maintaining its present impacted job level of three hundred forty-two (342) full-time/full-time equivalent jobs at the Facility and creating, at the Facility, the thirty-four (34) full-time/full-time equivalent job(s) required under this PILOT Agreement in accordance with Section 9.1 thereof. However, in the event the Tenant does not create the required job(s), the Applicant, as the direct beneficiary of the PILOT Agreement, is responsible for any and all penalties due as a result of Tenant's failure. The Applicant may, subject to the provisions of its lease with the Tenant, attempt to find a substitute tenant and create, at the Facility, the thirty-four (34) full-time/full-time equivalent job(s) with such new tenant, provided the Agency is informed and consents to the new tenant occupying the Facility.

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Ana J. Liss
Title: Executive Director

A50EB LLC

By: _____
Name: Peter J. Landers
Title: Managing Member

CONSTELLATION BRANDS, INC.

By: _____
Name: James O. Bourdeau
Title: EVP and Chief legal Officer



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

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

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name County of Monroe Industrial Developmnt Agency
Street 50 West Main Street, Suite 1150
City Rochester, New York 14614
Telephone no. Day (585) 419-8769
Evening ()
Contact Rachel C. Baranello
Title Agency Counsel

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name A50EB LLC
Street 50 East Broad Street
City Rochester, New York 14604
Telephone no. Day (585) 738-1171
Evening ()
Contact Peter J. Landers
Title Managing Member

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
See Attached Schedule A
- b. Street address
See Attached Schedule A
- c. City, Town or Village Rochester (City)
- d. School District Rochester City SD
- e. County Monroe
- f. Current assessment
- g. Deed to IDA (date recorded; liber and page)
Lease Agreement, a memorandum of which was recorded on or about January 11, 2022.

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) renovation of existing buildings for use by Tenant as corporate headquarters.
- b. Type of construction
- c. Square footage
- d. Total cost \$70,449,101
- e. Date construction commenced Winter/Spring 2021-22
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
See Attached PILOT Agreement

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment See Attached PILOT Agreement
- b. Projected expiration date of agreement See Attached PILOT Agreement

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Monroe</u>	X	
Town/City <u>Rochester (City)</u>	X	
Village _____		X
School District _____		X

d. Person or entity responsible for payment

Name A50EB LLC
 Title _____
 Address 50 East Broad Street
Rochester, New York 14604

e. Is the IDA the owner of the property? Yes No (circle one)

If "No" identify owner and explain IDA rights or interest in an attached statement. The IDA has a leasehold interest in the property.

Telephone 585-738-1171

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

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

Real Property Tax Law

7. A copy of this application, including all attachments, has been mailed or delivered on 1/13/2022 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Rachel C. Baranello, Agency Counsel of
 Name Title
County of Monroe Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

12/30/2021
 Date

Rachel C Baranello
 Signature

FOR USE BY ASSESSOR

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

 Date

 Assessor's signature

SCHEDULE A

<u>Street Address</u>	<u>Tax Map Number</u>
47-59 East Main Street	121.230-0001-024.000
36-38 Graves Street	121.230-0001-026.000
28-32 Aqueduct Street	121.230-0001-029.000
11 Race Street	121.230-0001-033.000
24 Aqueduct Street	121.230-0001-034.001
38 Aqueduct Street	121.230-0001-034.002
40 Aqueduct Street	121.230-0001-034.003
44 Aqueduct Street	121.230-0001-034.004
52 Aqueduct Street	121.310-0001-002.001
40 East Broad Street	121.310-0001-002.002
50 East Broad Street	121.310-0001-002.003

Document Type: MEMO OF LEASE

Document Status: Indexing document with OCR

Recorded Date: 01/11/2022 08:44:00 AM

Control Number: 202201110024

T/T #: TT0000011375

Book / Page: D 12611 0521

Consideration: \$1.00

Notations:

Town Additional:

Legal Desc:

Land Notations:

Notes:

Submitter: MAIL

Name Information

Grantor:

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

Grantee:

A50EB LLC

**MEMORANDUM OF LEASE PURSUANT TO
SECTION 291-c OF THE REAL PROPERTY LAW
(Company to Agency)**

THIS MEMORANDUM, dated as of December 1, 2021 (the "Memorandum of Lease"), is by and between **A50EB LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 50 East Broad Street, Rochester, New York 14604 (the "Company") and the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 50 West Main Street, Suite 1150, Rochester, New York 14614 (the "Agency").

1. Reference to Lease: That certain Lease Agreement, dated as of December 1, 2021 (the "Lease Agreement"), whereby the Company leases certain real property to the Agency.

2. Description of the Leased Premises: Certain real property and improvements located in the City of Rochester, Monroe County, New York, as more particularly described on **Schedule A** attached hereto (the "Leased Premises").

3. Term of Lease Agreement: Commencing December 1, 2021 and ending **December 31, 2038**.

4. Date of Commencement: December 1, 2021.

5. Date of Termination: December 31, 2038.

6. Rights of Extension or Renewal: None.

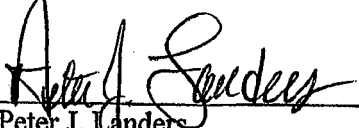
<u>Street Address</u>	<u>Tax Map Number</u>
47-59 East Main Street	121.230-0001-024.000
36-38 Graves Street	121.230-0001-026.000
28-32 Aqueduct Street	121.230-0001-029.000
11 Race Street	121.230-0001-033.000
24 Aqueduct Street	121.230-0001-034.001
38 Aqueduct Street	121.230-0001-034.002
40 Aqueduct Street	121.230-0001-034.003
44 Aqueduct Street	121.230-0001-034.004
52 Aqueduct Street	121.310-0001-002.001
40 East Broad Street	121.310-0001-002.002
50 East Broad Street	121.310-0001-002.003

Record and Return to:

Harris Beach PLLC
Attention: Lori A. Palmer, Paralegal
County Clerk Box #18

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Lease to be executed in their respective names, all as of the date first written above.

A50EB LLC

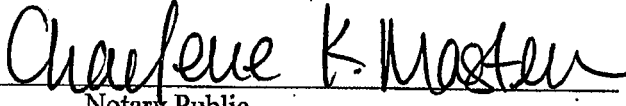
By: 
Name: Peter J. Landers
Title: Managing Member

COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: Ana J. Liss
Title: Executive Director

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 21 day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Peter J. Landers**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ana J. Liss**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

CHARLENE K. MASTEN
Notary Public-State of New York
No. 01MA6210510
Qualified in Livingston County
My Commission Expires August 24, 2025

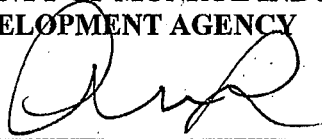
Notary Public

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Lease to be executed in their respective names, all as of the date first written above.

A50EB LLC

By: _____
Name: Peter J. Landers
Title: Managing Member

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Ana J. Liss
Title: Executive Director

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Peter J. Landers**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 16th day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ana J. Liss**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI A. PALMER
Notary Public, State of New York
No. 01PA4848797
Qualified in Monroe County
Commission Expires May 31, 2023

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A
DESCRIPTION OF PREMISES

PARCEL A:

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, described as follows:

COMMENCING at a point marked "A" on a map filed in the Office of the Auditor of the Canal Department of certain lands, Letters Patent of which were granted to Isaac Butts, deceased, dated March 18, 1869 and recorded in Monroe County Clerk's Office April 17, 1869 in Liber 227 of Deeds at Page 436, such point being in the east line of Aqueduct Street in said City and distant ten (10) links from the rear coping of Rochester Aqueduct as it existed at the date of said Letters Patent; thence running easterly along and parallel with said Aqueduct, following the south line of the lands described in said Letters Patent and such line extended to a point marked by an iron bolt at the bottom of the retaining wall along the west bank of the Genesee River, shown on a map filed in the Office of the Canal Board of certain lands, Letters Patent of which were granted to J. DeWitt Butts, dated November 27, 1901 and recorded in Monroe County Clerk's Office December 4, 1901 in Liber 647 of Deeds at Page 488; thence southerly along the bottom of said retaining wall to the Rochester Aqueduct as it existed December 9, 1901; thence easterly along the north line of said Aqueduct to the center of the Genesee River; thence northerly along the center line of said River to the intersection of such center line with the line of the north face of the main north wall of the building known as the Aqueduct Building on March 10, 1909, extended easterly in a straight line, said last mentioned line being the southerly line of the premises conveyed by Clara Andrews Hale and Kate R. Andrews to Aqueduct Building Company, by deed dated March 10, 1909 and recorded in said Clerk's Office in Liber 789 of Deeds at page 368; thence westerly along said last described line to the intersection of said line with the east line of Graves Street extended southerly; thence northerly in said extended east line of Graves Street to the south line of Butts Place as the same existed on December 9, 1901; thence westerly along the south line of Butts Place to the east line of Aqueduct Street and thence southerly along said east line of Aqueduct Street to the place of beginning.

Excepting, however, from said premises, any portions thereof or rights therein appropriated by the State of New York from Clara A. Hale and Kate R. Andrews by appropriation recorded in Monroe County Clerk's Office in Liber 988 of Deeds at Page 210 and Liber 988 of Deeds at Page 212.

PARCEL B

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York and particularly described as follows: Beginning at the point of intersection of easterly right of way line of Graves Street with the southerly right of way line of East Main Street, said point having coordinates referenced to Rochester City Coordinate Systems of X = -51,803.374; Y = 32,306.076; thence (1) north 70° 22' 09" east, along the southerly right of way line of East Main Street, a distance of 79.66 feet to a point in the east face of river wall at top of wall; thence (2) southeasterly, along the east face of river wall at top, about 127 feet to a sharp angle in said wall at Rochester, Carroll & Fitzhugh Race, said angle point having coordinates of X = -51,892.572; Y = 32,431.885; thence (3) south 71° 45' 04" west, along the south face of stone wall at top, 18.27 feet to an angle in said wall; thence (4) south 16° 01' 32" east, along the east face of concrete wall at top, 25.36 feet to a point in the north boundary of property conveyed by Gannett Co., Inc. to The Lawyers' Cooperative Publishing Company by deed recorded in Monroe County Clerk's Office in Liber 2915 of Deeds, Page 545; thence (5) south 73° 09'

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

08" west, along the north boundary of said The Lawyers' Cooperative Publishing Company property as conveyed by said deed, 74.97 feet to a point in the easterly right of way line of Graves Street; thence (6) north 17° 13' 11" west, along the easterly right of way line of Graves Street, 147.64 feet, more or less, to the point of beginning.

PARCEL C:

Tract 1

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known and distinguished as beginning at a point in the east line of Graves Street 15.34 feet south of the northwest corner of Mill Seat Lot No. 17 as laid down on the plat annexed to a partition deed made between Carroll, Fitzhugh and Rochester, dated August 13, 1817 and recorded in Monroe County Clerk's Office in Liber 2 of Deeds, Page 123 and running thence southerly along the east line of Graves Street and that line extended to a point 7.51 feet distant northerly from the main north wall of the brick building known as the Aqueduct Building; thence easterly in a line parallel with the north line of said building and in such line extended to the center of the Genesee River; thence northerly along the center line of said River to the intersection of said center line with a line or such line extended drawn parallel with and 15.34 feet distant southerly from the north line of said Mill Seat Lots 17 and 18; thence westerly along said line so drawn parallel with said north line or said Lots 17 and 18 to the place of beginning, together with a right of passage for all time across a strip of land 10 feet wide and the entire depth of said Lots 17 and 18 as reserved by one J. DeWitt Butts in two deeds to John F. Montgomery, one dated December 1, 1888 and recorded in said County Clerk's Office in Book 445 of Deeds at Page 337 and the other dated February 6, 1892 and recorded in said office in Book 501 of Deeds at Page 185, together with all the right, title and interest of the party of the first part in and to Graves Street and Butts Place where the premises above described abut thereon.

Tract 2

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known and distinguished as Lot No. 16 as laid down on a map of the Mill Seat Lots made by W. C. Gray, surveyor, and filed in Monroe County Clerk's Office in February, 1892 (See Liber 9 of Maps, Page 40), excepting a strip 5 feet in width extending across the entire north side of said lot.

Also, All that tract or parcel of land, being a strip of land 15 feet in width to be taken off the north side of Lots 17 and 18, as shown on said map, adjoining said Lot No. 16 on the south, making in all 55 feet front on the east side of Graves Street and extending back of equal width easterly to the Genesee River, the south line of the land above described being 319-55/100 feet south of the southeast corner of Main and Graves Street.

Also, the strip of land last above referred to, conveyed to Frank P. VanHoesen by deed from Macauley-Fien Milling Company, dated May 30, 1914 and recorded in Monroe County Clerk's office June 10, 1914 in Liber 925 of Deeds at Page 271, to which deed reference is hereby had for a more particular description.

Also, premises bounded and described as follows: Bounded on the north by the premises conveyed to the Rochester Printing Company by deed recorded in 1641 of Deeds at Page 215 on January 5, 1934; on the west by Graves Street; on the south by the premises conveyed to Lawyers Co-Operative

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

Publishing Company by deed recorded in 1805 of Deeds at Page 95 on February 6, 1937 and on the east by the Genesee River.

Tract 3

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, described as follows: Beginning at a point in the easterly line of Graves Street 253.11 feet southerly measured along the easterly line of Graves Street from the point of intersection of the easterly line of Graves Street and the south line of Main Street East as now monumented; thence easterly on a line drawn at right angles to the said easterly line of Graves Street to the bank of the Genesee River, being the boundary line established by Agreement between the grantor and the grantee herein dated November 3, 1944 and recorded in the Monroe County Clerk's Office November 4, 1944 in Liber 2216 of Deeds at Page 284; thence northerly along the bank of said river to a point where a line running along the south face of the building now on the premises of the grantor herein, extended easterly, would intersect the same; thence westerly along said line so extended and along the south face of said building to the easterly line of Graves Street; thence southerly along the easterly line of Graves Street about 2.21 feet to the place of beginning.

Being a strip of land a little over 2 feet wide on the west and less than 2 feet wide on the east, shown on the map of survey made by Smith and Fitzpatrick dated March 20, 1944 attached to said Boundary Line Agreement, lying between a line running along the extreme southerly face of the building of the grantor so extended in a straight line to the river bank, and the boundary line established by said Agreement dated November 3, 1944.

Tract 4

All that tract or parcel of land, situate in the City of Rochester, County of Monroe and State of New York, bounded and described as follows: Commencing at a point in the easterly line of Graves Street 2.21 feet north of the boundary line agreed upon by the parties herein by agreement recorded in the Monroe County Clerk's Office in Liber 2216 of Deeds at Page 284, said point also being the northwest corner of premises previously conveyed by the grantor herein to the grantee herein by deed recorded in the Monroe County Clerk's Office in Liber 2513 of Deeds at Page 506; thence (1) northerly along the easterly line of Graves Street a distance of 103.26 feet to a point, said point being the southwest corner of premises conveyed to the Rochester Printing Company by deed recorded in the Monroe County Clerk's Office in Liber 1419 of Deeds at Page 561; thence (2) easterly along the north face of a stone wall of a building and along the southerly line of the premises conveyed to the Rochester Printing Company by deed recorded in the Monroe County Clerk's Office in Liber 1419 of Deeds at Page 561 a distance of 81.57 feet to the westerly bank of the Genesee River; thence (3) southerly along the westerly bank of the Genesee River, a distance of 103.29 feet to the northeast corner of the premises previously conveyed by the grantor herein to the grantee herein by deed recorded in the Monroe County Clerk's Office in Liber 2513 of Deeds at Page 506; thence (4) westerly along the north line of said premises a distance of 76.75 feet to the place of beginning.

PARCEL D:

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known as Mill Seat Lots Nos. 7, 8 and 9 north of the Aqueduct according to the subdivision of Mill Seats and partition deeds of the same made by and between Charles Carroll, William Fitzhugh and Nathaniel Rochester dated September 19, 1822 and recorded in Monroe County Clerk's Office in Liber

Page 3 of 6

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

2 of Deeds at Page 117 and all the privileges and immunities connected with said lots and subject to all the limitations and reservation contained in said deed of partition; excepting that portion of said Lot No. 9 heretofore conveyed to the party of the second part by deed dated April 14, 1949 recorded in Monroe County Clerk's office in Liber 2541 of Deeds at Page 391.

PARCEL E:

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, being a portion of Mill Seat Lots No. 9 and 10 north of the aqueduct according to the subdivision of Mill lots and partition deeds of the same made by and between Charles Carroll, William Fitzhugh and Nathaniel Rochester, dated September 19, 1822 and recorded in Monroe County Clerk's Office in Liber 2 of Deeds at Page 117, being more particularly described as follows: Beginning at a point in the south line of said Lot No. 10, said point being the intersection of the north line of Butts Place with the west line of Graves Street; thence northerly along said west line of Graves Street 75 feet more or less to the south line of an alley 5 feet wide as laid out in the said partition deed for the convenience of passage and light to the adjoining Mill Seat lots, thence westerly thirty-eight (38) feet more or less to a point on an extension of the easterly face of the masonry foundation wall of the power plant building of Rochester Gas and Electric Corporation; thence southerly along such extension and the easterly face of said masonry foundation wall and said face extended to a point on the north line of Butts Place; thence easterly along the said north line of Butts Place forty-one (41) feet more or less to the place of beginning, being a portion of lands conveyed to the Rochester Light and Power Company by deed dated January 19, 1903 and recorded in the said Monroe County Clerk's Office in Liber 667 of Deeds at Page 104.

Also, All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known and distinguished on a survey of Mill Lots made in September 1822 as Mill Lot No. 6 on the west side of the Genesee River; also all the premises, rights and privileges conveyed to Aaron Erickson and others by Jonathan Child and Edward Backus and wife by deed dated October 26, 1878 and recorded in Monroe County Clerk's Office in Liber 315 of Deeds at Page 253; and also all the right, title and interest of the party of the first part in and to the streets adjoining the said Mill Lot No. 6 and in and to the alley adjoining said lot on the south, including all the premises, rights and privileges conveyed to Ira S. Disbrow by William W. Parsells, Assignee by deed recorded in said Clerk's Office in Liber 408 of Deeds at Page 128.

PARCEL F:

All that tract or parcel of land situate in the City of Rochester, in the County of Monroe and State of New York, known and described in a deed of partition by and between Nathaniel Rochester and wife, Charles Carroll and wife, and William Fitzhugh and wife, dated the 19th day of September, 1822, as Mill Seat Lot Number five (5), reference being had to said deed of partition recorded October 7, 1822 and to the plot or plan annexed thereto for a further or more particular description of said Mill Seat Lot Number five (5). Together with all and singular the privileges and immunities expressed and provided for in said deed of partition (excepting, nevertheless, the right to use water from the mill race) and also the right of erecting on said mill seat lot across the raceway any building, provided that no part of the side or end thereof shall be placed west of a line drawn from the southwest corner of said mill seat lot at right angles with the south line thereof.

Excepting from said lot five (5) so much thereof as was conveyed to the City of Rochester for the opening of Graves Street by deed dated June 28, 1880, recorded in Monroe County Clerk's Office in

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

Liber 332 of Deeds at Page 380, but including in the premises hereby conveyed all of the interest of the party of the first part in and to Graves Street and Aqueduct Street where the premises above described abut thereon, and all of the right, title and interest of said first party in and to the alley lying between said lot five (5) and lot four (4) as laid down on said plot or plan as the said alley was altered and re-established by an agreement between Gideon W. Burbank and John H. Chase and Oliver B. Ford, dated August 25, 1870, recorded in said Clerk's Office in Liber 238 of Deeds at Page 234.

PARCEL G:

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known and described as Lots Ten and Eleven as laid down on a map of a subdivision of the old Millyard and Mill Lots Nos. 1, 2, 11, 12 and 13 of the 100 acre tract, as laid down on a map of said tract made by Silas Cornell and filed in Monroe County Clerk's Office in Liber 2 of Deeds at Page 122. Said Lot Ten is bounded on the north by Race Street, on the west by the east line of Lot Nine of said subdivision, on the south by an alley and on the east by the west line of Lot Eleven of said subdivision. Said Lot Eleven is bounded on the north by Race Street, on the west by the east line of Lot Ten of said subdivision, on the south by an alley, on the east by Graves Street.

PARCEL H:

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, beginning at the point of intersection of the northerly street line of Bank Place and the easterly street line of Aqueduct Street, thence

1. Southerly along the easterly street line of Aqueduct Street a distance of 28.60 feet to a point; thence
2. Easterly and forming an included angle of 81° 33' 58" a distance of 181.40 feet to the easterly street line of Graves Street; thence
3. Northerly along the easterly street line of Graves Street and forming an included angle of 87° 46' 52" a distance of 27.57 feet to a point; thence
4. Westerly forming an included angle of 92° 27' 30" and along the northerly street line of Bank place and its extension east a distance of 176.17 feet to the point or place of beginning.

Intending to convey all that part of portion of Bank Place situate east of Aqueduct Street.

Also, All that tract or parcel of land, beginning at the intersection of the south street line of Race Street and the west street line of Graves Street; thence

1. Easterly along the south street line of Race Street extended a distance of 30.00 feet to the easterly street line of Graves Street; thence
2. Southerly along the easterly street line of Graves Street and forming an included angle of 89° 59' 10" a distance of 279.13 feet to a point; thence

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

3. Westerly and forming an included angle of $87^{\circ} 32' 30''$ a distance of 30.03 feet to the westerly street line of Graves Street and on the northerly street line of Bank Place; thence
4. Northerly forming an included angle of $92^{\circ} 27' 30''$ and along the westerly street line of Graves Street a distance of 277.83 feet to the point or place of beginning.

Intending to convey all that part of portion of Graves Street situate south of the southerly street line of Race Street extended easterly and north of the northerly street line of Bank Place extended easterly.

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Notations:

Town Additional:

Legal Desc:

Land Notations:

Notes:

Submitter: MAIL

Name Information

Grantor:

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

Grantee:

A50EB LLC

MEMORANDUM OF LEASEBACK AGREEMENT
Section 291-c of the Real Property Law
(Agency to Company)

THIS MEMORANDUM, dated as of December 1, 2021 (the "Memorandum of Leaseback"), is by and between the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly organized and existing under the laws of the State of New York with offices at 50 West Main Street, Suite 1150, Rochester, New York 14614, as Lessor (the "Agency") and **A50EB LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 50 East Broad Street, Rochester, New York 14604, as Lessee (the "Company").

1. Reference to Leaseback: That certain Leaseback Agreement, dated as of December 1, 2021 (the "Leaseback Agreement"), whereby the Agency leases certain real property and improvements back to the Company.

2. Description of the Leased Premises: Certain real property and improvements located in the City of Rochester, Monroe County, New York, as more particularly described on **Schedule A** attached hereto (the "Leased Premises").

3. Term of Leaseback Agreement: Commencing December 1, 2021 and ending **December 31, 2038**.

4. Date of Commencement: December 1, 2021.

5. Date of Termination: December 31, 2038.

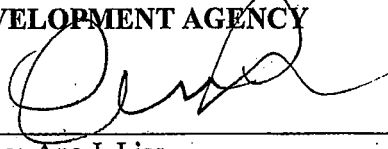
6. Rights of Extension or Renewal: None.

<u>Street Address</u>	<u>Tax Map Number</u>
47-59 East Main Street	121.230-0001-024.000
36-38 Graves Street	121.230-0001-026.000
28-32 Aqueduct Street	121.230-0001-029.000
11 Race Street	121.230-0001-033.000
24 Aqueduct Street	121.230-0001-034.001
38 Aqueduct Street	121.230-0001-034.002
40 Aqueduct Street	121.230-0001-034.003
44 Aqueduct Street	121.230-0001-034.004
52 Aqueduct Street	121.310-0001-002.001
40 East Broad Street	121.310-0001-002.002
50 East Broad Street	121.310-0001-002.003

Record and Return to:
Harris Beach PLLC
Attention: Lori A. Palmer, Paralegal
County Clerk Box #18

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Leaseback Agreement to be executed in their respective names as of the date first written above.

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Ana J. Liss
Title: Executive Director

A50EB LLC

By: _____
Name: Peter J. Landers
Title: Managing Member

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 16th day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ana J. Liss**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

LORI A. PALMER
Notary Public, State of New York
No. 01PA4848797
Qualified in Monroe County
Commission Expires May 31, 2023

On the _____ day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Peter J. Landers**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Leaseback Agreement to be executed in their respective names as of the date first written above.

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Ana J. Liss
Title: Executive Director

A50EB LLC

By: *Peter J. Landers*
Name: Peter J. Landers
Title: Managing Member

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ana J. Liss**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 21 day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Peter J. Landers**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Charlene K. Masten
Notary Public

CHARLENE K. MASTEN
Notary Public-State of New York
No. 01MA6210510
Qualified in Livingston County
My Commission Expires August 24, 2025

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

PARCEL A:

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, described as follows:

COMMENCING at a point marked "A" on a map filed in the Office of the Auditor of the Canal Department of certain lands, Letters Patent of which were granted to Isaac Butts, deceased, dated March 18, 1869 and recorded in Monroe County Clerk's Office April 17, 1869 in Liber 227 of Deeds at Page 436, such point being in the east line of Aqueduct Street in said City and distant ten (10) links from the rear coping of Rochester Aqueduct as it existed at the date of said Letters Patent; thence running easterly along and parallel with said Aqueduct, following the south line of the lands described in said Letters Patent and such line extended to a point marked by an iron bolt at the bottom of the retaining wall along the west bank of the Genesee River, shown on a map filed in the Office of the Canal Board of certain lands, Letters Patent of which were granted to J. DeWitt Butts, dated November 27, 1901 and recorded in Monroe County Clerk's Office December 4, 1901 in Liber 647 of Deeds at Page 488; thence southerly along the bottom of said retaining wall to the Rochester Aqueduct as it existed December 9, 1901; thence easterly along the north line of said Aqueduct to the center of the Genesee River; thence northerly along the center line of said River to the intersection of such center line with the line of the north face of the main north wall of the building known as the Aqueduct Building on March 10, 1909, extended easterly in a straight line, said last mentioned line being the southerly line of the premises conveyed by Clara Andrews Hale and Kate R. Andrews to Aqueduct Building Company, by deed dated March 10, 1909 and recorded in said Clerk's Office in Liber 789 of Deeds at page 368; thence westerly along said last described line to the intersection of said line with the east line of Graves Street extended southerly; thence northerly in said extended east line of Graves Street to the south line of Butts Place as the same existed on December 9, 1901; thence westerly along the south line of Butts Place to the east line of Aqueduct Street and thence southerly along said east line of Aqueduct Street to the place of beginning.

Excepting, however, from said premises, any portions thereof or rights therein appropriated by the State of New York from Clara A. Hale and Kate R. Andrews by appropriation recorded in Monroe County Clerk's Office in Liber 988 of Deeds at Page 210 and Liber 988 of Deeds at Page 212.

PARCEL B

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York and particularly described as follows: Beginning at the point of intersection of easterly right of way line of Graves Street with the southerly right of way line of East Main Street, said point having coordinates referenced to Rochester City Coordinate Systems of $X = -51,803.374$; $Y = 32,306.076$; thence (1) north $70^{\circ} 22' 09''$ east, along the southerly right of way line of East Main Street, a distance of 79.66 feet to a point in the east face of river wall at top of wall; thence (2) southeasterly, along the east face of river wall at top, about 127 feet to a sharp angle in said wall at Rochester, Carroll & Fitzhugh Race, said angle point having coordinates of $X = -51,892.572$; $Y = 32,431.885$; thence (3) south $71^{\circ} 45' 04''$ west, along the south face of stone wall at top, 18.27 feet to an angle in said wall; thence (4) south $16^{\circ} 01' 32''$ east, along the east face of concrete wall at top, 25.36 feet to a point in the north boundary of property conveyed by Gannett Co., Inc. to The Lawyers' Cooperative Publishing Company by deed recorded in Monroe County Clerk's Office in Liber 2915 of Deeds, Page 545; thence (5) south $73^{\circ} 09'$

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

08" west, along the north boundary of said The Lawyers' Cooperative Publishing Company property as conveyed by said deed, 74.97 feet to a point in the easterly right of way line of Graves Street; thence (6) north 17° 13' 11" west, along the easterly right of way line of Graves Street, 147.64 feet, more or less, to the point of beginning.

PARCEL C:

Tract 1

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known and distinguished as beginning at a point in the east line of Graves Street 15.34 feet south of the northwest corner of Mill Seat Lot No. 17 as laid down on the plat annexed to a partition deed made between Carroll, Fitzhugh and Rochester, dated August 13, 1817 and recorded in Monroe County Clerk's Office in Liber 2 of Deeds, Page 123 and running thence southerly along the east line of Graves Street and that line extended to a point 7.51 feet distant northerly from the main north wall of the brick building known as the Aqueduct Building; thence easterly in a line parallel with the north line of said building and in such line extended to the center of the Genesee River; thence northerly along the center line of said River to the intersection of said center line with a line or such line extended drawn parallel with and 15.34 feet distant southerly from the north line of said Mill Seat Lots 17 and 18; thence westerly along said line so drawn parallel with said north line or said Lots 17 and 18 to the place of beginning, together with a right of passage for all time across a strip of land 10 feet wide and the entire depth of said Lots 17 and 18 as reserved by one J. DeWitt Butts in two deeds to John F. Montgomery, one dated December 1, 1888 and recorded in said County Clerk's Office in Book 445 of Deeds at Page 337 and the other dated February 6, 1892 and recorded in said office in Book 501 of Deeds at Page 185, together with all the right, title and interest of the party of the first part in and to Graves Street and Butts Place where the premises above described abut thereon.

Tract 2

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known and distinguished as Lot No. 16 as laid down on a map of the Mill Seat Lots made by W. C. Gray, surveyor, and filed in Monroe County Clerk's Office in February, 1892 (See Liber 9 of Maps, Page 40), excepting a strip 5 feet in width extending across the entire north side of said lot.

Also, All that tract or parcel of land, being a strip of land 15 feet in width to be taken off the north side of Lots 17 and 18, as shown on said map, adjoining said Lot No. 16 on the south, making in all 55 feet front on the east side of Graves Street and extending back of equal width easterly to the Genesee River, the south line of the land above described being 319-55/100 feet south of the southeast corner of Main and Graves Street.

Also, the strip of land last above referred to, conveyed to Frank P. VanHoesen by deed from Macauley-Fien Milling Company, dated May 30, 1914 and recorded in Monroe County Clerk's office June 10, 1914 in Liber 925 of Deeds at Page 271, to which deed reference is hereby had for a more particular description.

Also, premises bounded and described as follows: Bounded on the north by the premises conveyed to the Rochester Printing Company by deed recorded in 1641 of Deeds at Page 215 on January 5, 1934; on the west by Graves Street; on the south by the premises conveyed to Lawyers Co-Operative

Stewart Title Insurance Company

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Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

Publishing Company by deed recorded in 1805 of Deeds at Page 95 on February 6, 1937 and on the east by the Genesee River.

Tract 3

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, described as follows: Beginning at a point in the easterly line of Graves Street 253.11 feet southerly measured along the easterly line of Graves Street from the point of intersection of the easterly line of Graves Street and the south line of Main Street East as now monumented; thence easterly on a line drawn at right angles to the said easterly line of Graves Street to the bank of the Genesee River, being the boundary line established by Agreement between the grantor and the grantee herein dated November 3, 1944 and recorded in the Monroe County Clerk's Office November 4, 1944 in Liber 2216 of Deeds at Page 284; thence northerly along the bank of said river to a point where a line running along the south face of the building now on the premises of the grantor herein, extended easterly, would intersect the same; thence westerly along said line so extended and along the south face of said building to the easterly line of Graves Street; thence southerly along the easterly line of Graves Street about 2.21 feet to the place of beginning.

Being a strip of land a little over 2 feet wide on the west and less than 2 feet wide on the east, shown on the map of survey made by Smith and Fitzpatrick dated March 20, 1944 attached to said Boundary Line Agreement, lying between a line running along the extreme southerly face of the building of the grantor so extended in a straight line to the river bank, and the boundary line established by said Agreement dated November 3, 1944.

Tract 4

All that tract or parcel of land, situate in the City of Rochester, County of Monroe and State of New York, bounded and described as follows: Commencing at a point in the easterly line of Graves Street 2.21 feet north of the boundary line agreed upon by the parties herein by agreement recorded in the Monroe County Clerk's Office in Liber 2216 of Deeds at Page 284, said point also being the northwest corner of premises previously conveyed by the grantor herein to the grantee herein by deed recorded in the Monroe County Clerk's Office in Liber 2513 of Deeds at Page 506; thence (1) northerly along the easterly line of Graves Street a distance of 103.26 feet to a point, said point being the southwest corner of premises conveyed to the Rochester Printing Company by deed recorded in the Monroe County Clerk's Office in Liber 1419 of Deeds at Page 561; thence (2) easterly along the north face of a stone wall of a building and along the southerly line of the premises conveyed to the Rochester Printing Company by deed recorded in the Monroe County Clerk's Office in Liber 1419 of Deeds at Page 561 a distance of 81.57 feet to the westerly bank of the Genesee River; thence (3) southerly along the westerly bank of the Genesee River, a distance of 103.29 feet to the northeast corner of the premises previously conveyed by the grantor herein to the grantee herein by deed recorded in the Monroe County Clerk's Office in Liber 2513 of Deeds at Page 506; thence (4) westerly along the north line of said premises a distance of 76.75 feet to the place of beginning.

PARCEL D:

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known as Mill Seat Lots Nos. 7, 8 and 9 north of the Aqueduct according to the subdivision of Mill Seats and partition deeds of the same made by and between Charles Carroll, William Fitzhugh and Nathaniel Rochester dated September 19, 1822 and recorded in Monroe County Clerk's Office in Liber

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SCHEDULE A – Description of Premises

A.L.T.A 2006 OWNERS POLICY

TP-SPNY-199.02

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

2 of Deeds at Page 117 and all the privileges and immunities connected with said lots and subject to all the limitations and reservation contained in said deed of partition; excepting that portion of said Lot No. 9 heretofore conveyed to the party of the second part by deed dated April 14, 1949 recorded in Monroe County Clerk's office in Liber 2541 of Deeds at Page 391.

PARCEL E:

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, being a portion of Mill Seat Lots No. 9 and 10 north of the aqueduct according to the subdivision of Mill lots and partition deeds of the same made by and between Charles Carroll, William Fitzhugh and Nathaniel Rochester, dated September 19, 1822 and recorded in Monroe County Clerk's Office in Liber 2 of Deeds at Page 117, being more particularly described as follows: Beginning at a point in the south line of said Lot No. 10, said point being the intersection of the north line of Butts Place with the west line of Graves Street; thence northerly along said west line of Graves Street 75 feet more or less to the south line of an alley 5 feet wide as laid out in the said partition deed for the convenience of passage and light to the adjoining Mill Seat lots, thence westerly thirty-eight (38) feet more or less to a point on an extension of the easterly face of the masonry foundation wall of the power plant building of Rochester Gas and Electric Corporation; thence southerly along such extension and the easterly face of said masonry foundation wall and said face extended to a point on the north line of Butts Place; thence easterly along the said north line of Butts Place forty-one (41) feet more or less to the place of beginning, being a portion of lands conveyed to the Rochester Light and Power Company by deed dated January 19, 1903 and recorded in the said Monroe County Clerk's Office in Liber 667 of Deeds at Page 104.

Also, All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known and distinguished on a survey of Mill Lots made in September 1822 as Mill Lot No. 6 on the west side of the Genesee River; also all the premises, rights and privileges conveyed to Aaron Erickson and others by Jonathan Child and Edward Backus and wife by deed dated October 26, 1878 and recorded in Monroe County Clerk's Office in Liber 315 of Deeds at Page 253; and also all the right, title and interest of the party of the first part in and to the streets adjoining the said Mill Lot No. 6 and in and to the alley adjoining said lot on the south, including all the premises, rights and privileges conveyed to Ira S. Disbrow by William W. Parsells, Assignee by deed recorded in said Clerk's Office in Liber 408 of Deeds at Page 128.

PARCEL F:

All that tract or parcel of land situate in the City of Rochester, in the County of Monroe and State of New York, known and described in a deed of partition by and between Nathaniel Rochester and wife, Charles Carroll and wife, and William Fitzhugh and wife, dated the 19th day of September, 1822, as Mill Seat Lot Number five (5), reference being had to said deed of partition recorded October 7, 1822 and to the plot or plan annexed thereto for a further or more particular description of said Mill Seat Lot Number five (5). Together with all and singular the privileges and immunities expressed and provided for in said deed of partition (excepting, nevertheless, the right to use water from the mill race) and also the right of erecting on said mill seat lot across the raceway any building, provided that no part of the side or end thereof shall be placed west of a line drawn from the southwest corner of said mill seat lot at right angles with the south line thereof.

Excepting from said lot five (5) so much thereof as was conveyed to the City of Rochester for the opening of Graves Street by deed dated June 28, 1880, recorded in Monroe County Clerk's Office in

Page 4 of 6

SCHEDULE A – Description of Premises

Stewart Title Insurance Company

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Title No. WOG-3286

SCHEDULE A
DESCRIPTION OF PREMISES

Liber 332 of Deeds at Page 380, but including in the premises hereby conveyed all of the interest of the party of the first part in and to Graves Street and Aqueduct Street where the premises above described abut thereon, and all of the right, title and interest of said first party in and to the alley lying between said lot five (5) and lot four (4) as laid down on said plot or plan as the said alley was altered and re-established by an agreement between Gideon W. Burbank and John H. Chase and Oliver B. Ford, dated August 25, 1870, recorded in said Clerk's Office in Liber 238 of Deeds at Page 234.

PARCEL G:

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, known and described as Lots Ten and Eleven as laid down on a map of a subdivision of the old Millyard and Mill Lots Nos. 1, 2, 11, 12 and 13 of the 100 acre tract, as laid down on a map of said tract made by Silas Cornell and filed in Monroe County Clerk's Office in Liber 2 of Deeds at Page 122. Said Lot Ten is bounded on the north by Race Street, on the west by the east line of Lot Nine of said subdivision, on the south by an alley and on the east by the west line of Lot Eleven of said subdivision. Said Lot Eleven is bounded on the north by Race Street, on the west by the east line of Lot Ten of said subdivision, on the south by an alley, on the east by Graves Street.

PARCEL H:

All that tract or parcel of land situate in the City of Rochester, County of Monroe and State of New York, beginning at the point of intersection of the northerly street line of Bank Place and the easterly street line of Aqueduct Street, thence

1. Southerly along the easterly street line of Aqueduct Street a distance of 28.60 feet to a point; thence
2. Easterly and forming an included angle of 81° 33' 58" a distance of 181.40 feet to the easterly street line of Graves Street; thence
3. Northerly along the easterly street line of Graves Street and forming an included angle of 87° 46' 52" a distance of 27.57 feet to a point; thence
4. Westerly forming an included angle of 92° 27' 30" and along the northerly street line of Bank place and its extension east a distance of 176.17 feet to the point or place of beginning.

Intending to convey all that part of portion of Bank Place situate east of Aqueduct Street.

Also, All that tract or parcel of land, beginning at the intersection of the south street line of Race Street and the west street line of Graves Street; thence

1. Easterly along the south street line of Race Street extended a distance of 30.00 feet to the easterly street line of Graves Street; thence
2. Southerly along the easterly street line of Graves Street and forming an included angle of 89° 59' 10" a distance of 279.13 feet to a point; thence

Stewart Title Insurance Company

Policy No. O-0000-385577318

Title No. WOG-3286

SCHEDULE A

DESCRIPTION OF PREMISES

3. Westerly and forming an included angle of $87^{\circ} 32' 30''$ a distance of 30.03 feet to the westerly street line of Graves Street and on the northerly street line of Bank Place; thence
4. Northerly forming an included angle of $92^{\circ} 27' 30''$ and along the westerly street line of Graves Street a distance of 277.83 feet to the point or place of beginning.

Intending to convey all that part of portion of Graves Street situate south of the southerly street line of Race Street extended easterly and north of the northerly street line of Bank Place extended easterly.