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ATTORNEYS AT LAW

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PITTSFORD, NY 14534
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RACHEL C. BARANELLO

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RBARANELLO@HARRISBEACH.COM

November 10, 2025

TO ALL ON THE ATTACHED DISTRIBUTION LIST:

Re: County of Monroe Industrial Development Agency
Cascade District LLC Project located in the City of Rochester, NY
(as more particularly described in the PILOT Agreement, the "Property")

Ladies and Gentlemen:

Enclosed herewith please find a copy of the Payment In Lieu of Tax Agreement (the PILOT 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 Memorandum of Lease and Memorandum of Leaseback which are simultaneously being sent to the Monroe County Clerk for recording.

Very truly yours,



Rachel C. Baranello

RCB/lap
Enclosures

cc: **COMIDA**
Michael M. Spoleta
Anthony Mastrodonato, Esq.
Rich Rogers, Esq.
Attached Distribution List

DISTRIBUTION LIST

Hon. Adam J. Bello, County Executive
County Office Building
39 West Main Street, Room 110
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6663 1158 97

Hon. Malik Evans, Mayor
City Hall
30 Church Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6663 1159 10

Ms. Enza Mineo, Assessor
City Hall, Room 101-A
30 Church Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6663 1159 34

Ms. Camille Simmons, Board President
Rochester City School District
131 West Broad Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6663 1159 58

Ms. Katharine Holland, Sr. Delinquent
Tax Collector
County Office Building – B-3
39 West Main Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6663 1159 03

Mr. Randy Webb
Bureau of Accounting
30 Church Street, Room 106-A
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6663 1159 27

Dr. Eric Rosser, Superintendent
Rochester City School District
131 West Broad Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6663 1159 41

District Clerk
Rochester City School District
131 West Broad Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6663 1159 65

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

AND

CASCADE DISTRICT LLC

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Properties:

<u>Property Address</u>	<u>Tax Account No.</u>
69 Cascade Drive	121.21-1-31
36 Industrial Street	121.21-1-51.001
40 Industrial Street	121.21-1-52.001
52-54 Cascade Drive	121.1.27
72-78 Cascade Drive	121.21-1-24
23 N. Washington Street	121.22-1-64
96-98 Cascade Drive	121.29-1-12
62 Cascade Drive	121.21-1-26
35 N. Washington Street	121.21-1-23.001
43 N. Washington Street	121.21-1-21.001
34 Cascade Drive	121.21-1-22.001

Affected Tax Jurisdictions:

County of Monroe
City of Rochester

Dated as of October 1, 2025

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "PILOT Agreement") made as of October 1, 2025, 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 **CASCADE DISTRICT LLC**, a limited liability company formed and existing under the laws of the State of New York with offices at c/o Spoleta Construction, 7 Van Auker Street, Rochester, New York 14608 (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 land located in the City of Rochester, New York (as more particularly described on the cover page hereto) and all other lands in the City of Rochester where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (collectively, the "Land") together with the approximately 230,000 square-foot buildings located thereon, comprised of the Knowlton Building, the Boise Building and the Nichols Building (individually, an "Improvement" and collectively, the "Existing Improvements"); (B) the renovation and modernization of the Existing Improvements into a mixed-use development containing (i) approximately 90 residential apartments including, but not limited to, new flooring, updated kitchens and bathrooms, new mechanical systems, updates to the existing elevators, an exercise facility, and renovations to the underground parking garage and (ii) commercial and industrial space (collectively, the "Improvements"); and (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, the Agency has agreed to lease the Facility to the Company; 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 October 1, 2025 (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 October 1, 2025 (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, 2026**) (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 **2027** County tax year and the **2026-2027** City 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 **2026-2027** City tax year and the invoice for the **2027** 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 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 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 shall be made to the building or buildings included in the Facility, or any additional building or improvement shall be constructed on the Land that is not contemplated by this PILOT Agreement (but excluding the replacement of equipment, if any) (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.

1.5 Period of Benefits. Prior to the completion of an Improvement, the PILOT Payment shall be based on the Base Valuation associated therewith, as defined and described on Schedule A attached hereto. The real property tax abatement provided for herein shall commence upon the first tax year following the first taxable status date following the date of issuance of a certificate of occupancy ("COO") by the City of Rochester or other appropriate municipal agency for an Improvement and shall continue thereafter for a period of ten (10) years unless earlier terminated in accordance with the terms of the Leaseback Agreement (the "Term"). In no event shall the Company be entitled to receive exemption from Real Property Taxes relative to an Improvement 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 exemption from Real Property Taxes 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.

1.6 **Notice of COO.** Within thirty (30) days after the receipt of a COO for an Improvement, the Company shall: (1) complete and execute the form attached hereto as **Appendix A** and (2) send the executed form to the Agency. Notwithstanding the foregoing, the City of Rochester has the right but not the obligation to notice the County that a COO has been issued for an Improvement.

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, the Agency and/or Affected Tax Jurisdictions, individually or collectively, shall be entitled to pursue any and all remedies afforded them at law or in equity.

Notwithstanding anything contained herein to the contrary, upon the occurrence of (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) the breach of covenants or 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, 1.5. 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. Except pursuant to a transaction permitted by the Leaseback Agreement, no portion of any interest in this PILOT Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld, conditioned or delayed.

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.

8.2 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective party at the following address (or at such other address for a party as shall be specified in a notice given in accordance with this Section:

To the Agency: County of Monroe Industrial Development Agency
50 West Main Street, Suite 1150
Rochester, New York 14614
Attn: Executive Director
Email: analiss@monroecounty.gov

With a Copy to: Harris Beach Murtha Cullina PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Rachel C. Baranello, Esq.
Email: rbaranello@harrisbeachmurtha.com

To the Company: Cascade District LLC
c/o Spoleta Construction
7 Van Auker Street
Rochester, New York 14608
Attention: Michael M. Spoleta, Manager
Email: mmspoleta@spoleta.com

With a Copy to: Kaman, Berlove, Marafioti, Jacobstein & Goldman, LLP
135 Corporate Woods, Suite 300
Rochester, New York 14623
Attention: Anthony J. Mastrodonato, Esq.
Email: ajm@kamanesq.com

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 shall maintain its present impacted job level of 1.5 full-time jobs at the Facility and the Company shall create, at the Facility, one (1) new full-time/full-time equivalent job(s) in three (3) years and maintains those new full-time/full-time equivalent job(s) for the balance of the ten (10) year term hereof.

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

9.3 **Job Failure.** If the 1.5 full-time jobs at the Facility are not maintained and the one (1) new full-time/full-time equivalent job(s) are not created or not continuously maintained 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 the Disqualifying Year under this PILOT Agreement and the tax benefits which would have been received in 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.

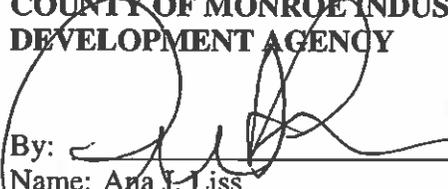
9.4 **Waiver Process.** The payments required hereunder for any non-compliance shall be paid by the Company to any and all Affected Tax Jurisdictions whether or not billed. However, if the Company has made a good faith effort to achieve the job creation requirement, it may apply in writing for relief 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 an Improvement for more than ten (10) consecutive years. The Company agrees that it will not seek any tax exemption for an Improvement which would provide benefits for more than ten (10) 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.

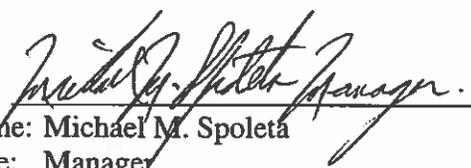
[Remainder of Page Intentionally Left Blank]

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

CASCADE DISTRICT LLC

By: 
Name: Michael M. Spoleta
Title: Manager

**SCHEDULE A TO
PILOT AGREEMENT DATED AS OF OCTOBER 1, 2025
BY AND BETWEEN THE
COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY
AND CASCADE DISTRICT LLC**

"Total PILOT Payment" shall be calculated as follows:

<u>Tax Year</u>	<u>Total Taxable Valuation</u>
Year 1	Base Valuation, plus (Added Value x .10)
Year 2	Base Valuation, plus (Added Value x .20)
Year 3	Base Valuation, plus (Added Value x .30)
Year 4	Base Valuation, plus (Added Value x .40)
Year 5	Base Valuation, plus (Added Value x .50)
Year 6	Base Valuation, plus (Added Value x .60)
Year 7	Base Valuation, plus (Added Value x .70)
Year 8	Base Valuation, plus (Added Value x .80)
Year 9	Base Valuation, plus (Added Value x .90)
Year 10	Full Taxes

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 an Improvements (the "Base Valuation"). Within thirty (30) days after the receipt of a certificate of occupancy from the City of Rochester or other appropriate municipal agency ("COO") for an Improvement, the Company shall: (1) complete and execute the form attached hereto as Appendix A and (2) send the executed form to the Agency. 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 1, with such exemption being eliminated in 10% increments in PILOT Years 2-10.

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 9, the Facility shall be subject to full taxation by the Affected Tax Jurisdictions.

$$\begin{aligned} \text{Total Taxable Valuation} &= \text{Base Valuation} + (\text{Added Value} \times \text{Abatement Factor}) \\ \text{Total PILOT Payment} &= \text{Total Taxable Valuation (after equalization)} \times \text{Tax Rate} \end{aligned}$$

APPENDIX A

NOTICE OF CERTIFICATE OF OCCUPANCY

This notice is to confirm that the Facility received a Certificate of Occupancy on _____, 20___. The Certificate of Occupancy is attached hereto.

IN WITNESS WHEREOF, CASCADE DISTRICT LLC has executed this Notice of Certificate of Occupancy as of the day _____, 20__.

CASCADE DISTRICT LLC

By: _____
Name: Michael M. Spoleta
Title: Manager



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 Cascade District LLC
Street c/o Spoleta Construction, 7 Van Auker St.
City Rochester, New York 14608
Telephone no. Day (585) 943-7506
Evening ()
Contact Michael M. Spoleta
Title Manager

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 \$3,707,600
g. Deed to IDA (date recorded; liber and page)
Lease Agreement, a memorandum of which was
recorded on or about October 31, 2025.

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

a. Brief description (include property use) renovation of an approximately 230,000 sq. ft. building
into mixed use.
b. Type of construction
c. Square footage 230,000+/- sf
d. Total cost \$22,718,000
e. Date construction commenced Summer 2025
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 _____		X
Village _____		X
School District <u>Rochester City SD</u>	X	

d. Person or entity responsible for payment

Name Cascade District LLC
Title _____

Address c/o Spoleta Construction, 7 Van Auker St.
Rochester, New York 14608

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 585-943-7506

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 Real Property Tax Law assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 11/10/25 (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.

October 31, 2025
Date

Rachel 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 to Form RP-412a

<u>Property Address</u>	<u>Tax Account No.</u>
69 Cascade Drive	121.21-1-31
36 Industrial Street	121.21-1-51.001
40 Industrial Street	121.21-1-52.001
52-54 Cascade Drive	121.1.27
72-78 Cascade Drive	121.21-1-24
23 N. Washington Street	121.22-1-64
96-98 Cascade Drive	121.29-1-12
62 Cascade Drive	121.21-1-26
35 N. Washington Street	121.21-1-23.001
43 N. Washington Street	121.21-1-21.001
34 Cascade Drive	121.21-1-22.001

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

THIS MEMORANDUM, dated as of October 1, 2025 (the "Memorandum of Lease"), is by and between **CASCADE DISTRICT LLC**, a limited liability company formed and existing under the laws of the State of New York with offices at c/o Spoleta Construction, 7 Van Auken Street, Rochester, New York 14608 (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 October 1, 2025 (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 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 October 1, 2025 and ending December 31, 2038.
4. **Date of Commencement:** October 1, 2025.
5. **Date of Termination:** December 31, 2038.
6. **Rights of Extension or Renewal:** None.
7. **Lease Subordinate.** The Lease Agreement (excepting the Agency's Unassigned Rights as set forth in the Leaseback Agreement) is subject and subordinate to (i) a certain Mortgage, dated October 31, 2025, from the Company and the Agency to Community Bank, National Association (the "Mortgagee") which is intended to be recorded in the office of the Monroe County Clerk subsequent to the recording of this Memorandum; and (ii) that certain Leaseback Agreement, dated as of October 1, 2025, between the Agency and the Company (the "Leaseback Agreement").

Property Address	Tax Account No.
69 Cascade Drive	121.21-1-31
36 Industrial Street	121.21-1-51.001
40 Industrial Street	121.21-1-52.001
52-54 Cascade Drive	121.1.27
72-78 Cascade Drive	121.21-1-24
23 N. Washington Street	121.22-1-64
96-98 Cascade Drive	121.29-1-12
62 Cascade Drive	121.21-1-26
35 N. Washington Street	121.21-1-23.001
43 N. Washington Street	121.21-1-21.001
34 Cascade Drive	121.21-1-22.001

Record and Return to:
Harris Beach Murtha Cullina PLLC
Attention: Lori A. Palmer, Paralegal
99 Gamsey Road
Pittsford, New York 14534

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.

CASCADE DISTRICT LLC

By: [Signature]
Name: Michael M. Spoleta
Title: Manager

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

By: [Signature]
Name: Ana J. Liss
Title: Executive Director

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

On the 29 day of October, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael M. Spoleta, 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.

[Signature]
Notary Public

CINDY J. POLITO
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Dec. 12, 2026

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

On the 27th day of October, 2025, 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.

[Signature]
Notary Public

LORI A. PALMER
Notary Public, State of New York
No. 01PA4848797
Qualified in Monroe County
Commission Expires May 31, 2027

SCHEDULE A

Legal Description of the Leased Premises

PARCEL I - 69 CASCADE DRIVE, ROCHESTER, NEW YORK~ TAX MAP NO. 121.21-1-31.

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 118, 122 through 128 inclusive, parts of Lots 117, 121 and Lyman Place (abandoned by O.C.P. 1918) of the Canal Tract. A map of same is filed in Monroe County Clerk's Office in. Miscellaneous Records 1, page 171.

Said Lots, parts of lots and abandoned street, combined, form a single parcel and is described as follows:

Beginning at the intersection of the northerly line of Industrial Street with the westerly line of Cascade Drive f/k/a Clarissa Street; thence

- (1) westerly along the northerly line of Industrial Street a distance of 222.23 feet to a point; thence
- (2) northerly on a line forming an interior angle of 116° 05' 56" with the last described course a distance of 78.47 feet to a point; thence
- (3) northerly on a line forming an interior angle of 173° 04' 50" with last described course a distance of 50.83 feet to a point in the southerly line of Bemis Alley; thence
- (4) easterly along the southerly line of Bemis Alley and forming an interior angle of 97° 45' 24" with the last described course a distance of 190.13 feet to a point in the west line of said Cascade Drive; thence
- (5) southerly along the west line of Cascade Drive and forming an interior angle of 89° 59' 45" with the last described course a distance of 229.50 feet to the point of beginning. Said last course forming an interior angle of 63° 04' 05" with the first course herein, all as shown on a survey map made by Ronald W. Staub, L.S., dated May 29, 1998.

36 & 40 INDUSTRIAL STREET, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-51.001 and 121.21-1-52.001.

ALL THAT TRACT OR PARCEL OF LAND, being part of the Canal Tract, situated in the City of Rochester, County of Monroe, State of New York and being more particularly bounded and described as follows:

Commencing at a point in the southerly highway boundary line of Industrial Street (60' ROW), said point measuring 211.91 feet northwesterly from the intersection of the said southerly highway boundary of Industrial Street with the westerly highway boundary line of Cascade Drive (60' ROW);

Thence (1) Continuing northwesterly along the southerly highway boundary line of Industrial Street Extended northwesterly, a distance of 24.87 feet to a point, said point being on the easterly highway boundary line of Interstate 490 (R O W varies),

Thence (2) Northerly along the easterly highway boundary line of Interstate 490 forming an interior angle of 125-54-30 with the last course described, a distance of 74.08 feet to a point,

Thence (3) Southeasterly along a line forming an interior angle of 54-05-30 with the last course described, said line being the northerly highway boundary line of Industrial Street extended northwesterly, a distance of 68.32 feet to a point, said point measuring 153.91 feet northwesterly from the intersection of

the northerly highway boundary of Industrial Street with the westerly highway boundary line of Cascade Drive,

Thence (4) Southwesterly along a line forming an interior angle of 90-00-00 with the last course described, a distance of 60 feet to the point of beginning, said course four forms an interior angle of 90-00-00 with said course one, containing .064 acres of land.

PARCEL II- 52-54 CASCADE DRIVE, ROCHESTER, NEW YORK, TAX MAP NO. 121-1-27, 72-78 CASCADE DRIVE, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-24 AND 23 NORTH WASHINGTON STREET, ROCHESTER, NEW YORK, TAX MAP NO. 121.22-1-64.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, being a part of Lots Nos. 223, 224, 225 and 226 of the 100 Acre Tract and Lots Nos. 145, 148, 149 and 150 and part Lot 146 of the Canal Tract, bounded and described as follows:

COMMENCING at a point in the southwest line of North Washington Street, said point being northwesterly 380.18 feet from the north line of West Main Street as measured along said southwesterly line of North Washington Street; thence (1) southwesterly, at an interior angle of 90° 22' 10" with the southwest line of North Washington Street and along a bearing of north 53° 12' 59" east a distance of 165.24 feet to a point; thence (2) northwesterly at an exterior angle of 90° 22' 10" and along a bearing of south 37° 09' 11" east a distance of 87.45 feet to a point; thence (3) westerly at an interior angle of 122° 51' 00" and along a bearing of north 85° 41' 49" east a distance of 120.00 feet to a point in the east line of Cascade Drive (formerly known as Clarissa Street); thence (4) southerly at an interior angle of 90° 00' 00" along the east line of Cascade Drive and along a bearing of south 04° 18' 11" east, a distance of 73.00 feet to a set iron pin; thence (5) easterly at an interior angle of 90° 00' 00" and along a bearing of north 85° 41' 49" east a distance of 120.00 feet to an iron pin; thence (6) southerly at an exterior angle of 90° 00' 00" and along a bearing of south 04° 18' 11" west a distance of 77.00 feet to a point; thence (7) westerly at an exterior angle of 90° 00' 00" and along a bearing of south 85° 41' 49" west a distance of 120.00 feet to a point in the east line of Cascade Drive; thence (8) southerly along the east line of Cascade Drive at an interior angle of 90° 00' 00" and along a bearing of south 04° 18' 11" east a distance of 121.20 feet to a point; thence (9) southeasterly continuing along the east line of Cascade Drive at an interior angle of 162° 16' 30" and along a bearing of south 22° 01' 41" east a distance of 27.80 feet to a point in the north line of Agate Alley; thence (10) northeasterly along the north line of Agate Alley at an interior angle of 90° 01' 20" and along a bearing of north 67° 59' 39" east a distance of 185.58 feet to a point; thence (11) southeasterly along the east line of Agate Alley at an exterior angle of 95° 49' 26" and along a bearing of south 27° 49' 47" east a distance of 10.05 feet to a point; thence (12) northeasterly at an interior angle of 95° 49' 26" and along a bearing of north 67° 59' 39" east a distance of 22.60 feet to a PIC nail; thence (13) northwesterly at an interior angle of 74° 51' 10" and along a bearing of north 37° 09' 11" west a distance of 61.65 feet to a point; thence northeasterly at an exterior angle of 89° 37' 50" and along a bearing of north 53° 12' 59" east a distance of 47.38 feet to a point; thence (15) northwesterly at an interior angle of 89° 37' 50" and along a bearing of north 37° 09' 11" west a distance of 4.40 feet to a point; thence (16) northeasterly at an exterior angle of 89° 57' 00" and along a bearing of north 52° 53' 49" east a distance of 173.71 feet to a point in the southwest line of North Washington Street; thence (17) northwesterly along the southwesterly line of North Washington Street at an interior angle of 89° 57' 00" and along a bearing of north 37° 09' 11" west a distance of 99.78 feet to the point of beginning.

Together with the benefits and subject to the burdens of an easement agreement between the County of Monroe and Rochester Envelope Company Inc. dated December 9, 1939 and recorded in the Monroe County Clerk's Office January 12, 1940 in Liber 1992 of Deeds, page 72.

Together with a right of way 12 feet in width, the west line of said right of way being course (15) above described and said line extended southeasterly a total of approximately 32 feet to Bennett Alley.

Subject to and together with all the right, title and interest in and to a right of way which may exist along the north line of the above described premises which may be used in common with the owner of the premises next north thereof, which right of way has been formerly designated as Keeler Place.

PARCEL III - 96-98 CASCADE DRIVE, ROCHESTER, NY, TAX MAP NO. 121.29-1-12.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, being a part of Lot No. 151 of the Canal Tract bounded and described as follows: Commencing at a railroad spike set at the intersection of the east line of Cascade Drive (60' wide Right of Way formerly known as Clarissa Street) and the south line of Agate Alley (10' wide Right of Way), said spike also being northwesterly 149.18 feet from the north line of West Main Street as measured along said east line of Cascade Drive; thence (1) northeasterly along the south line of Agate Alley at an interior angle of 89° 58' 40" and along a bearing of north 67° 59' 39" east a distance of 63.00 feet to a point; thence (2) southeasterly at an interior angle of 90° 01' 20" and along a bearing of south 22° 01' 41" east a distance of 38.00 feet to a point; thence (3) southwesterly at an interior angle of 89° 58' 40" and along a bearing of south 67° 59' 39" west a distance of 63.00 feet to a point in the east line of Cascade Drive; thence (4) northwesterly along the east line of Cascade Drive at an interior angle of 90° 01' 20" and along a bearing of north 22° 01' 41" west a distance of 38.00 feet to the point of beginning.

PARCEL IV - 62 CASCADE DRIVE, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-26.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, known as the south part of Lot #146 situated on the east side of Elizabeth Street, also known as Clarissa Street and now known as Cascade Drive, in the City of Rochester, New York, being 27 feet in width and extending 120 feet to the west line of the One Hundred Acre Tract, and being bounded and described as follows:

Commencing at a railroad spike set at the intersection of the east line of Cascade Drive (60' wide Right of Way formerly known as Clarissa Street) and the north line of Agate Alley (10' wide Right of Way); thence (A) north 22° 01' 41" west and along the east line of Cascade Drive a distance of 27.80 feet to a point, thence (B) north 04° 18' 11" west and continuing along the east line of Cascade Drive a distance of 171.20 feet to the point of beginning of the parcel described herein; thence (1) north 04° 18' 11" west and continuing along the east line of Cascade Drive a distance of 27.00 feet to an iron pin; thence (2) north 85° 41' 49" east a distance of 120.00 feet to a point; thence (3) south 04° 18' 11" east a distance of 27.00 feet to a point; thence (4) south 85° 41' 49" west a distance of 120.00 feet to the point of beginning.

PARCEL V - 35 NORTH WASHINGTON STREET ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-23.001, 43 NORTH WASHINGTON STREET, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-21.001, AND 34 CASCADE DRIVE, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-22.001.

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

Beginning on the westerly street line of North Washington Street at a point 380.18 feet from the northerly line of West Main Street as measured along the westerly line of North Washington Street;

Thence (1) N 33° 07' 3 7" W, along the westerly right of way line of North Washington Street a distance of 213.45 feet more or less to the southerly line of the proposed widening of Cascade Drive;

Thence (2) N 77° 22' 21" W, along the proposed southerly line of Cascade Drive a distance of 26.39 feet to an angle point in said proposed right of way line;

Thence (3) S 66° 39' 55" W, along the proposed southerly line of Cascade Drive a distance of 162.30 feet to a second angle point in said proposed right of way;

Thence (4) S 30° 42' 00" W, continuing along the southerly line of said proposed right of way a distance of 30.29 feet (30.31 feet calc.) to the easterly line of the existing Cascade Drive;

Thence (5) S 00° 16' 37" E, along the easterly line of the existing Cascade Drive a distance of 10.52 feet (10.75 feet calc.) more or less to the northerly line of Lot 143 as shown on a subdivision of said Lot 50 shown as the Canal Tract and filed in the Monroe County Clerk's Office in miscellaneous records in Liber 1 at page 171;

Thence, (6) easterly along the northerly line of said Lot 143 a distance of 120 feet to the northeast corner of said Lot 143;

Thence (7) southerly along the easterly line of said Lot 143 and 144 of said Canal Tract a distance of 100 feet to the southeasterly corner of said Lot 144;

Thence (8) southeasterly along the easterly line of lands owned now or formerly by the County of Monroe Industrial Development Agency as per a deed filed in the Monroe County Clerk's Office in Liber 6714 of Deeds, at page 80 a distance of 87.45 feet to a point;

Thence (9) easterly along the northerly line of lands owned now or formerly by the County of Monroe Industrial Development Agency as per the above referenced deed a distance of 165.24 feet (164.81 feet calc.) to the point or place of beginning.

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

THIS MEMORANDUM, dated as of October 1, 2025 (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 **CASCADE DISTRICT LLC**, a limited liability company formed and existing under the laws of the State of New York with offices at c/o Spoleta Construction, 7 Van Auker Street, Rochester, New York 14608, as Lessee (the "Company").

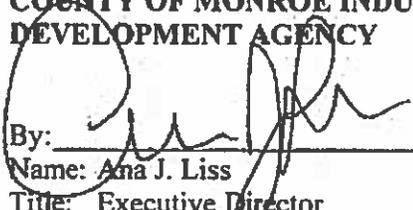
1. **Reference to Leaseback:** That certain Leaseback Agreement, dated as of October 1, 2025 (the "Leaseback Agreement"), whereby the Agency leases certain real property and improvements back to the Company.
2. **Description of the Leased Premises:** Certain real property and improvements located in 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 October 1, 2025 and ending **December 31, 2038**.
4. **Date of Commencement:** October 1, 2025.
5. **Date of Termination:** December 31, 2038.
6. **Rights of Extension or Renewal:** None.
7. **Leaseback Subordinate.** The Leaseback Agreement (excepting the Agency's Unassigned Rights as set forth in the Leaseback Agreement) is subject and subordinate to (i) a certain Mortgage, dated October 31, 2025 (the "Mortgage"), from the Company and the Agency to Community Bank, National Association (the "Mortgagee"), which is intended to be recorded in the office of the Monroe County Clerk subsequent to the recording of this Memorandum.

<u>Property Address</u>	<u>Tax Account No.</u>
69 Cascade Drive	121.21-1-31
36 Industrial Street	121.21-1-51.001
40 Industrial Street	121.21-1-52.001
52-54 Cascade Drive	121.1.27
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34 Cascade Drive	121.21-1-22.001

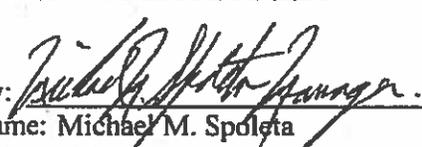
Record and Return to:
Harris Beach Murtha Cullina PLLC
Attention: Lori A. Palmer, Paralegal
99 Garnsey Road
Pittsford, New York 14534

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

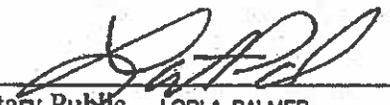
By: 
Name: Ana J. Liss
Title: Executive Director

CASCADE DISTRICT LLC

By: 
Name: Michael M. Spoleta
Title: Manager

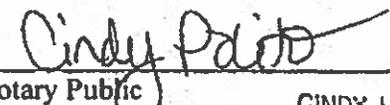
STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 27th day of October, 2025, 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, 2027

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

On the 29 day of October, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael M. Spoleta, 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
CINDY J. POLITO
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Dec. 12, 2026

SCHEDULE A

Legal Description of the Leased Premises

PARCEL I - 69 CASCADE DRIVE, ROCHESTER, NEW YORK- TAX MAP NO. 121.21-1-31.

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 118, 122 through 128 inclusive, parts of Lots 117, 121 and Lyman Place (abandoned by O.C.P. 1918) of the Canal Tract. A map of same is filed in Monroe County Clerk's Office in. Miscellaneous Records 1, page 171.

Said Lots, parts of lots and abandoned street, combined, form a single parcel and is described as follows:

Beginning at the intersection of the northerly line of Industrial Street with the westerly line of Cascade Drive f/k/a Clarissa Street; thence

- (1) westerly along the northerly line of Industrial Street a distance of 222.23 feet to a point; thence
- (2) northerly on a line forming an interior angle of $116^{\circ} 05' 56''$ with the last described course a distance of 78.47 feet to a point; thence
- (3) northerly on a line forming an interior angle of $173^{\circ} 04' 50''$ with last described course a distance of 50.83 feet to a point in the southerly line of Bemis Alley; thence
- (4) easterly along the southerly line of Bemis Alley and forming an interior angle of $97^{\circ} 45' 24''$ with the last described course a distance of 190.13 feet to a point in the west line of said Cascade Drive; thence
- (5) southerly along the west line of Cascade Drive and forming an interior angle of $89^{\circ} 59' 45''$ with the last described course a distance of 229.50 feet to the point of beginning. Said last course forming an interior angle of $63^{\circ} 04' 05''$ with the first course herein, all as shown on a survey map made by Ronald W. Staub, L.S., dated May 29, 1998.

36 & 40 INDUSTRIAL STREET, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-51.001 and 121.21-1-52.001.

ALL THAT TRACT OR PARCEL OF LAND, being part of the Canal Tract, situated in the City of Rochester, County of Monroe, State of New York and being more particularly bounded and described as follows:

Commencing at a point in the southerly highway boundary line of Industrial Street (60' ROW), said point measuring 211.91 feet northwesterly from the intersection of the said southerly highway boundary of Industrial Street with the westerly highway boundary line of Cascade Drive (60' ROW);

Thence (1) Continuing northwesterly along the southerly highway boundary line of Industrial Street Extended northwesterly, a distance of 24.87 feet to a point, said point being on the easterly highway boundary line of Interstate 490 (R O W varies),

Thence (2) Northerly along the easterly highway boundary line of Interstate 490 forming an interior angle of 125-54-30 with the last course described, a distance of 74.08 feet to a point,

Thence (3) Southeasterly along a line forming an interior angle of 54-05-30 with the last course described, said line being the northerly highway boundary line of Industrial Street extended northwesterly, a distance of 68.32 feet to a point, said point measuring 153.91 feet northwesterly from the intersection of

the northerly highway boundary of Industrial Street with the westerly highway boundary line of Cascade Drive,

Thence (4) Southwesterly along a line forming an interior angle of 90-00-00 with the last course described, a distance of 60 feet to the point of beginning, said course four forms an interior angle of 90-00-00 with said course one, containing .064 acres of land.

PARCEL II- 52-54 CASCADE DRIVE, ROCHESTER, NEW YORK, TAX MAP NO. 121-1-27, 72-78 CASCADE DRIVE, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-24 AND 23 NORTH WASHINGTON STREET, ROCHESTER, NEW YORK, TAX MAP NO. 121.22-1-64.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, being a part of Lots Nos. 223, 224, 225 and 226 of the 100 Acre Tract and Lots Nos. 145, 148, 149 and 150 and part Lot 146 of the Canal Tract, bounded and described as follows:

COMMENCING at a point in the southwest line of North Washington Street, said point being northwesterly 380.18 feet from the north line of West Main Street as measured along said southwesterly line of North Washington Street; thence (1) southwesterly, at an interior angle of 90° 22' 10" with the southwest line of North Washington Street and along a bearing of north 53° 12' 59" east a distance of 165.24 feet to a point; thence (2) northwesterly at an exterior angle of 90° 22' 10" and along a bearing of south 37° 09' 11" east a distance of 87.45 feet to a point; thence (3) westerly at an interior angle of 122° 51' 00" and along a bearing of north 85° 41' 49" east a distance of 120.00 feet to a point in the east line of Cascade Drive (formerly known as Clarissa Street); thence (4) southerly at an interior angle of 90° 00' 00" along the east line of Cascade Drive and along a bearing of south 04° 18' 11" east, a distance of 73.00 feet to a set iron pin; thence (5) easterly at an interior angle of 90° 00' 00" and along a bearing of north 85° 41' 49" east a distance of 120.00 feet to an iron pin; thence (6) southerly at an exterior angle of 90° 00' 00" and along a bearing of south 04° 18' 11" west a distance of 77.00 feet to a point; thence (7) westerly at an exterior angle of 90° 00' 00" and along a bearing of south 85° 41' 49" west a distance of 120.00 feet to a point in the east line of Cascade Drive; thence (8) southerly along the east line of Cascade Drive at an interior angle of 90° 00' 00" and along a bearing of south 04° 18' 11" east a distance of 121.20 feet to a point; thence (9) southeasterly continuing along the east line of Cascade Drive at an interior angle of 162° 16' 30" and along a bearing of south 22° 01' 41" east a distance of 27.80 feet to a point in the north line of Agate Alley; thence (10) northeasterly along the north line of Agate Alley at an interior angle of 90° 01' 20" and along a bearing of north 67° 59' 39" east a distance of 185.58 feet to a point; thence (11) southeasterly along the east line of Agate Alley at an exterior angle of 95° 49' 26" and along a bearing of south 27° 49' 47" east a distance of 10.05 feet to a point; thence (12) northeasterly at an interior angle of 95° 49' 26" and along a bearing of north 67° 59' 39" east a distance of 22.60 feet to a PIC nail; thence (13) northwesterly at an interior angle of 74° 51' 10" and along a bearing of north 37° 09' 11" west a distance of 61.65 feet to a point; thence northeasterly at an exterior angle of 89° 37' 50" and along a bearing of north 53° 12' 59" east a distance of 47.38 feet to a point; thence (15) northwesterly at an interior angle of 89° 37' 50" and along a bearing of north 37° 09' 11" west a distance of 4.40 feet to a point; thence (16) northeasterly at an exterior angle of 89° 57' 00" and along a bearing of north 52° 53' 49" east a distance of 173.71 feet to a point in the southwest line of North Washington Street; thence (17) northwesterly along the southwesterly line of North Washington Street at an interior angle of 89° 57' 00" and along a bearing of north 37° 09' 11" west a distance of 99.78 feet to the point of beginning.

Together with the benefits and subject to the burdens of an easement agreement between the County of Monroe and Rochester Envelope Company Inc. dated December 9, 1939 and recorded in the Monroe County Clerk's Office January 12, 1940 in Liber 1992 of Deeds, page 72.

Together with a right of way 12 feet in width, the west line of said right of way being course (15) above described and said line extended southeasterly a total of approximately 32 feet to Bennett Alley.

Subject to and together with all the right, title and interest in and to a right of way which may exist along the north line of the above described premises which may be used in common with the owner of the premises next north thereof, which right of way has been formerly designated as Keeler Place.

PARCEL III - 96-98 CASCADE DRIVE, ROCHESTER, NY, TAX MAP NO. 121.29-1-12.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, being a part of Lot No. 151 of the Canal Tract bounded and described as follows: Commencing at a railroad spike set at the intersection of the east line of Cascade Drive (60' wide Right of Way formerly known as Clarissa Street) and the south line of Agate Alley (10' wide Right of Way), said spike also being northwesterly 149.18 feet from the north line of West Main Street as measured along said east line of Cascade Drive; thence (1) northeasterly along the south line of Agate Alley at an interior angle of 89° 58' 40" and along a bearing of north 67° 59' 39" east a distance of 63.00 feet to a point; thence (2) southeasterly at an interior angle of 90° 01' 20" and along a bearing of south 22° 01' 41" east a distance of 38.00 feet to a point; thence (3) southwesterly at an interior angle of 89° 58' 40" and along a bearing of south 67° 59' 39" west a distance of 63.00 feet to a point in the east line of Cascade Drive; thence (4) northwesterly along the east line of Cascade Drive at an interior angle of 90° 01' 20" and along a bearing of north 22° 01' 41" west a distance of 38.00 feet to the point of beginning.

PARCEL IV - 62 CASCADE DRIVE, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-26.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, known as the south part of Lot #146 situated on the east side of Elizabeth Street, also known as Clarissa Street and now known as Cascade Drive, in the City of Rochester, New York, being 27 feet in width and extending 120 feet to the west line of the One Hundred Acre Tract, and being bounded and described as follows:

Commencing at a railroad spike set at the intersection of the east line of Cascade Drive (60' wide Right of Way formerly known as Clarissa Street) and the north line of Agate Alley (10' wide Right of Way); thence (A) north 22° 01' 41" west and along the east line of Cascade Drive a distance of 27.80 feet to a point, thence (B) north 04° 18' 11" west and continuing along the east line of Cascade Drive a distance of 171.20 feet to the point of beginning of the parcel described herein; thence (1) north 04° 18' 11" west and continuing along the east line of Cascade Drive a distance of 27.00 feet to an iron pin; thence (2) north 85° 41' 49" east a distance of 120.00 feet to a point; thence (3) south 04° 18' 11" east a distance of 27.00 feet to a point; thence (4) south 85° 41' 49" west a distance of 120.00 feet to the point of beginning.

PARCEL V - 35 NORTH WASHINGTON STREET ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-23.001, 43 NORTH WASHINGTON STREET, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-21.001, AND 34 CASCADE DRIVE, ROCHESTER, NEW YORK, TAX MAP NO. 121.21-1-22.001.

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

Beginning on the westerly street line of North Washington Street at a point 380.18 feet from the northerly line of West Main Street as measured along the westerly line of North Washington Street;

Thence (1) N 33° 07' 3 7" W, along the westerly right of way line of North Washington Street a distance of 213.45 feet more or less to the southerly line of the proposed widening of Cascade Drive;

Thence (2) N 77° 22' 21" W, along the proposed southerly line of Cascade Drive a distance of 26.39 feet to an angle point in said proposed right of way line;

Thence (3) S 66° 39' 55" W, along the proposed southerly line of Cascade Drive a distance of 162.30 feet to a second angle point in said proposed right of way;

Thence (4) S 30° 42' 00" W, continuing along the southerly line of said proposed right of way a distance of 30.29 feet (30.31 feet calc.) to the easterly line of the existing Cascade Drive;

Thence (5) S 00° 16' 37" E, along the easterly line of the existing Cascade Drive a distance of 10.52 feet (10.75 feet calc.) more or less to the northerly line of Lot 143 as shown on a subdivision of said Lot 50 shown as the Canal Tract and filed in the Monroe County Clerk's Office in miscellaneous records in Liber 1 at page 171;

Thence, (6) easterly along the northerly line of said Lot 143 a distance of 120 feet to the northeast corner of said Lot 143;

Thence (7) southerly along the easterly line of said Lot 143 and 144 of said Canal Tract a distance of 100 feet to the southeasterly corner of said Lot 144;

Thence (8) southeasterly along the easterly line of lands owned now or formerly by the County of Monroe Industrial Development Agency as per a deed filed in the Monroe County Clerk's Office in Liber 6714 of Deeds, at page 80 a distance of 87.45 feet to a point;

Thence (9) easterly along the northerly line of lands owned now or formerly by the County of Monroe Industrial Development Agency as per the above referenced deed a distance of 165.24 feet (164.81 feet calc.) to the point or place of beginning.