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ATTORNEYS AT LAW

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PITTSFORD, NY 14534  
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RACHEL C. BARANELLO, ESQ.

DIRECT: (585) 419-8769  
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RBARANELLO@HARRISBEACH.COM

January 30, 2024

TO ALL ON THE ATTACHED DISTRIBUTION LIST:

Re: County of Monroe Industrial Development Agency ("COMIDA") and  
MCROC Associates LLC in connection with a Project located at  
216-224 East Main Street (a/k/a 1-5 North Clinton Avenue) in the City of  
Rochester, NY

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 related Memorandum of Lease and Memorandum of Leaseback, which have been sent to the Monroe County Clerk for recording.

Very truly yours,



Rachel C. Baranello

RCB/lap

Enclosures

cc: COMIDA  
Megan Houppert  
Susan S. Jennings, Esq.

DISTRIBUTION LIST

Hon. Adam J. Bello  
Monroe County Executive  
39 West Main Street, Suite 110  
County Office Building  
Rochester, New York 14614  
FED EXPRESS TRACKING NO.:  
2703 7239 9025

Ms. Susan Buck  
Collector of Fees and Taxes  
B-3 County Office Building  
39 West Main Street  
Rochester, New York 14614  
FED EXPRESS TRACKING NO.:  
2703 7255 0258

Hon. Malik Evans, Mayor  
City Hall, Room 307A  
30 Church Street  
Rochester, New York 14614  
FED EXPRESS TRACKING NO.:  
2703 7265 3812

Mr. Randy Webb  
City Hall, Room 106-A  
30 Church Street  
Rochester, New York 14614  
FED EXPRESS TRACKING NO.:  
2703 7287 3327

Mr. Michael Zazzara, Assessor  
City Hall, Room 101-A  
30 Church Street  
Rochester, New York 14614  
FED EXPRESS TRACKING NO.:  
2703 7296 1028

Dr. Carmine Peluso, Superintendent  
Rochester City School District  
131 West Broad Street  
Rochester, New York 14614  
FED EXPRESS TRACKING NO.:  
2703 7307 1844

District Clerk  
Rochester City School District  
131 West Broad Street  
Rochester, New York 14614  
FED EXPRESS TRACKING NO.:  
2703 7333 4734

Ms. Cynthia Elliott, Board President  
Rochester City School District  
131 West Broad Street  
Rochester, New York 14614  
FED EXPRESS TRACKING NO.:  
2703 7341 1780

**COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**MCROC ASSOCIATES LLC**

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**PAYMENT-IN-LIEU-OF-TAX AGREEMENT**

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<b><u>PROPERTY ADDRESSES</u></b>	<b><u>TAX ID NOS.</u></b>
216-218 East Main Street, Rochester, NY 14604	121.23-2-17
220-222 East Main Street, Rochester, NY 14604	121.23-2-18
224-226 East Main Street, Rochester, NY 14604	121.23-2-19
5-7 North Clinton Avenue, Rochester, NY 14604	121.23-2-16
Collectively, the above four parcels are to be known as:	
216-224 East Main Street, aka 1-5 North Clinton Avenue, Rochester, NY 14604	121.23-2-18.1

**Affected Tax Jurisdictions:**

County of Monroe  
City of Rochester

**Dated as of January 1, 2024**

## PAYMENT IN LIEU OF TAX AGREEMENT

**THIS PAYMENT IN LIEU OF TAX AGREEMENT** (the "PILOT Agreement") made as of January 1, 2024, 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 **MCROC ASSOCIATES LLC**, a limited liability company formed and existing under the laws of the State of New York with offices at 75 S. Clinton Avenue, Suite 700, 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 an aggregate approximately 0.12-acre parcel of land located at 216-218, 220-222 and 224-226 East Main Street and 5-7 North Clinton Avenue, all in the City of Rochester, New York 14604 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 four existing commercial buildings located thereon (the "Existing Improvements"); (B) the renovation and rehabilitation of the Existing Improvements into a mixed-use facility, consisting of ground-floor commercial space and approximately 11 residential apartment units located on the upper floors, with such units restricted for qualifying households earning 80% or less of the area median income (the "Improvements"); and (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property including on-site laundry, air conditioning and new appliances (the "Equipment" and, together with the Land, the Existing Improvements 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 January 1, 2024 (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 January 1, 2024 (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.**

1.1 A. Subject to the completion and filing by the taxable status date (**February 1, 2024**) (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. 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 Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date, or otherwise results from the negligence or misconduct of the Agency.

B. Payee/PILOT Payments. Prior to the Effective Date (as hereinafter defined in clause (i) below), the Company agrees to pay full taxes on the Land and any partial improvements and/or Improvements directly to the Affected Tax Jurisdiction within thirty (30) days of receipt of the invoice for payment of taxes. The Company shall remit payment to the applicable Affected Tax Jurisdiction in accordance with instructions provided on the applicable 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.

(i) The Company agrees to pay the lessor of (i) the PILOT Payment (as hereinafter defined) and (ii) the amount that the Company would have paid in real property taxes

for such year if the Agency were not in title, no exemption was available and the property were on the non-exempt side of the tax roll, annually to the City, as a payment in lieu of taxes, within thirty (30) days of receipt of the invoice for payment of taxes (the "Payment Date"), commencing on May 15 immediately following the issuance of a certificate of occupancy (conditional or otherwise) or the assessment of the Facility at full value, whichever occurs first (the "Effective Date") and continuing each May 15 thereafter. The period of Shelter Rent (as defined below) benefits under this PILOT Agreement shall be thirty (30) years from the Effective Date (the "PILOT Term"). The PILOT Payment shall be made to the City, in arrears, pursuant to the terms and conditions of the invoice the City shall send to the Company on an annual basis. The City shall distribute to the County its respective pro rata share of the PILOT Payment pursuant to Section 858(15) of the General Municipal Law.

(ii) (a) For purposes of this PILOT Agreement, each payment hereunder ("PILOT Payment") shall be an amount equal to Shelter Rent multiplied by ten percent (10%). The term "Shelter Rent" shall mean the total rents received from the occupants of the Facility minus the cost of providing electricity, gas, heat and other utilities but shall not include (a) the cost of any insurance in connection with the Facility or (b) any utility or related costs incurred by any tenants or other occupants residing at the Facility.

(b) The PILOT Payment shall be calculated on a calendar year.

(c) The PILOT Payments required hereunder shall be made in arrears to the City Assessor each May 15 during the term hereof. In order to calculate the PILOT Payments, the Company agrees to provide annual audited financial statements to the City by March 15 of each year of the PILOT Term.

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 City 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 PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT Payment due date.

1.4 Valuation of Future Additions to the Facility. Following the Effective Date, in the event that any additional building shall be constructed on the Land (such buildings 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 Effective Date, the Company shall pay full taxes on the Land and any partial improvements and/or Improvements directly to the Affected Tax Jurisdictions. The Shelter Rent benefits provided for herein shall commence from the Effective Date and continue for the PILOT Term of thirty (30) years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this 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 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 Real Property Tax Law ("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 this PILOT Agreement terminates and the property is not timely transferred back to the Company (each, a "Loss of Eligibility Event"), the Company agrees, beginning with the tax year in which such Loss of Eligibility Event occurs, 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 Premises 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. Notwithstanding the foregoing, the amount of taxes due to each of the Affected Tax Jurisdictions shall be prorated for the year in which the Loss of Eligibility Event occurs, and in no event shall the Company be required to pay any taxes for any tax years prior to the Loss of Eligibility Event, except pursuant to Section 6 of this PILOT Agreement.

Notwithstanding the foregoing, the Agency will permit this PILOT Agreement to transfer to the Lender upon foreclosure upon 60 days' notice to the Agency, provided that the Lender agrees to (i) comply with the terms of the Lease Agreement, the Leaseback Agreement and this PILOT Agreement, and (ii) continue to operate the project as a "project" as defined by Article 18-A of the New York General Municipal Law.

**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, subject to applicable notice and cure periods, 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 material unapproved change in use of the Facility; (iii) the Company abandons or otherwise vacates the County of Monroe; (iv) the failure by the Company to make any payments required under this PILOT Agreement (after any applicable notice and cure period); or (v) the breach of covenants (after any applicable notice and cure period) or event of default (singularly or collectively an "Event of Default") under the Project Agreement or the Leaseback Agreement, the Agency shall have the right to recapture real property tax abatements provided hereunder, for the period following the Event of Default, pursuant to the following schedule:



<b>Year of Recapture</b>	<b>Percent of Recapture, Applicable to Current Year and All Prior Years</b>
1	100%
2	100%
3	100%
4	75%
5	75%
6	75%
7	50%
8	50%
9	50%
10	50%
11	25%
12	25%
13	25%
14	25%
After year 15	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).

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.

6.3 Upon the occurrence of an Event of Default as defined pursuant to this Section 6, the Company shall have thirty (30) days after the receipt of notice from the Agency regarding

such default to cure such default. Copies of any notice sent to the Company shall also be sent to Bank on Buffalo, a division of CNB Bank, the Company's investor member (the "Investor Member") at the address shown below. The Investor Member shall have the opportunity (but not the obligation) to cure any Event of Default on behalf of the Company and such cure shall be accepted as if made by the Company.

**Section 7 - Assignment.** Except as permitted in 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 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) one (1) day after delivery to a nationally recognized overnight courier (receipt requested); or (c) 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  
Attention: Executive Director  
Email: [analiss@monroecounty.gov](mailto:analiss@monroecounty.gov)

With a Copy to: Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attention: Rachel C. Baranello, Esq.  
Email: [rbaranello@harrisbeach.com](mailto:rbaranello@harrisbeach.com)

To the Company: MCROC Associates LLC  
75 S. Clinton Avenue, Suite 700  
Rochester, New York 14604  
Attention: Megan Houppert, Authorized Manager  
Email: [meganho@homeleasing.net](mailto:meganho@homeleasing.net)

With a Copy to: Cannon Heyman & Weiss, LLP  
726 Exchange Street, Suite 500  
Buffalo, New York 14210  
Attention: Susan S. Jennings, Esq.  
Email: [sjennings@chwattys.com](mailto:sjennings@chwattys.com)

To the Investor: Bank on Buffalo, a division of CNB Bank  
c/o CNB Bank  
31 South Second Street  
Clearfield, Pennsylvania 16830  
Attention:  
Email:

With a Copy to: Cannon Heyman & Weiss, LLP  
726 Exchange Street, Suite 500  
Buffalo, New York 14210  
Attention: Timmon M. Favaro, Esq.  
Email: [tfavaro@chwattys.com](mailto:tfavaro@chwattys.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. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

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.

8.5 Benefit Period. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than thirty (30) consecutive years. The Company agrees that it will not seek any tax exemption for the Facility which would provide benefits for more than thirty (30) 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 its expiration.

8.6 Job Requirement.

(A) The Company must create one (1) new full-time/full-time equivalent job(s) at the Facility in three (3) years and maintain those full-time/full-time equivalent job(s) at the Facility for the balance of the thirty (30) year term hereof. The benefits provided for herein and the three-year job creation period commence when the Facility is substantially complete such that it is reassessed by the City Assessor at full value for the Facility.

(B) Compliance Report. The Company shall report its compliance with these provisions as requested by the Agency.

(C) Job Failure. If the one (1) new full-time/full-time equivalent job(s) is not created at the Facility by the end of the three (3) year period 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 Real Property Tax Law 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 Real Property Tax Law. Under extenuating circumstances, the Agency Board may waive the above penalties after reviewing a written request from the Company for waiver of the penalties.

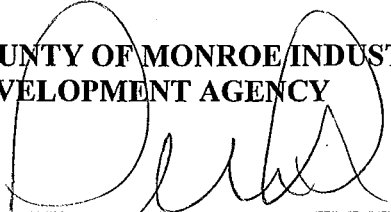
(D) Waiver Process. The payments required hereunder for any non-compliance shall be paid by the Company to any and all Affected Tax Jurisdictions whether or not billed. However, if the Company has made a good faith effort to achieve the job creation requirement, it may apply in writing for relief from 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.

8.7 Definitions. Capitalized terms not defined herein shall have the meanings given to them in the Leaseback Agreement.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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

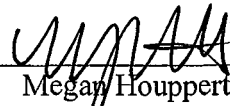
**COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY**

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

**MCROC ASSOCIATES LLC**, a New York  
limited liability company

By: MC Associates MM LLC, its Managing  
Member

By: Home Leasing, LLC, its sole Member

By:   
Name: Megan Houppert  
Title: Authorized Manager



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 MCROC Associates LLC
Street 75 S. Clinton Avenue, Suite 700
City Rochester, New York 14604
Telephone no. Day (585) - 287-5786
Evening ( )
Contact Megan Houppert
Title Authorized 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 CSD
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 30, 2024.

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

- a. Brief description (include property use) renovation of 4 existing commercial buildings into mixed-use with commercial space and residential space
b. Type of construction
c. Square footage
d. Total cost \$11,611,849
e. Date construction commenced Spring 2024
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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Rochester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____		
School District _____		

d. Person or entity responsible for payment

Name MCROC Associates LLC  
 Title \_\_\_\_\_  
 Address 75 S. Clinton Avenue, Ste 700  
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 585-287-5786

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 1/30/24 (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.

1/30/2024  
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 to RP-412-a**

<b><u>STREET ADDRESS</u></b>	<b><u>TAX MAP NUMBER</u></b>
216-218 East Main Street	121.23-2-17
220-222 East Main Street	121.23-2-18
224-226 East Main Street	121.23-2-19
5-7 North Clinton Avenue	121.23-2-16

Collectively, the above four parcels will be known as:  
216-224 East Main Street, aka 1-5 North Clinton Avenue, Rochester, NY 14604  
Tax Map No. 121.23-2-18.1



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

**THIS MEMORANDUM**, dated as of January 1, 2024 (the "Memorandum of Lease"), is by and between **MCROC ASSOCIATES LLC**, a limited liability company formed and existing under the laws of the State of New York with offices at 75 S. Clinton Avenue, Suite 700, 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 January 1, 2024 (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 January 1, 2024 and ending December 31, 2054.

4. **Date of Commencement:** January 1, 2024.

5. **Date of Termination:** December 31, 2054.

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 (a) the Regulatory Agreement to be entered into with the City of Rochester (the "Regulatory Agreement") and (b) those certain mortgages (collectively, the "Mortgage"), from the Company and MC Associates Housing Development Fund Corporation in favor Bank on Buffalo; New York State Homes and Community Renewal; Greater Rochester Housing Partnership, Inc.; and the City of Rochester (collectively, the "Mortgagee"), which are intended to be recorded in the office of the Monroe County Clerk subsequent to the recording of this Memorandum; (ii) a certain related Assignment of Leases and Rents, dated the date of the Mortgage (the "Assignment"), between the Company and the Mortgagee; and (iii) that certain Leaseback Agreement, dated as of January 1, 2024, between the Agency and the Company (the "Leaseback Agreement").

**PROPERTY ADDRESSES**

**TAX ID NOS.**

216-218 East Main Street, Rochester, NY 14604	121.23-2-17
220-222 East Main Street, Rochester, NY 14604	121.23-2-18
224-226 East Main Street, Rochester, NY 14604	121.23-2-19
5-7 North Clinton Avenue, Rochester, NY 14604	121.23-2-16

Collectively, the above four parcels to be known as:

216-224 East Main Street, aka 1-5 North Clinton Avenue, Rochester, NY 14604	121.23-2-18.1
---	---------------

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.

**MCROC ASSOCIATES LLC**, a New York  
limited liability company

By: MC Associates MM LLC, its Managing  
Member

By: Home Leasing, LLC, its sole Member

By:   
Name: Megan Houppert  
Title: Authorized Manager

**COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY**

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

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.

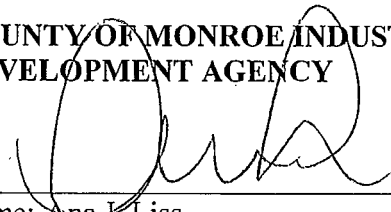
**MCROC ASSOCIATES LLC**, a New York limited liability company

By: MC Associates MM LLC, its Managing Member

By: Home Leasing, LLC, its sole Member

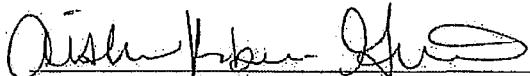
By: \_\_\_\_\_  
Name: Megan Houppert  
Title: Authorized Manager

**COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**

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

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

On the 26<sup>th</sup> day of January, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Megan Houppert**, 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

**AISHA ROBERTS-GRANT**  
Notary Public, State of New York  
Registration No. 01R06363025  
Qualified in Monroe County  
Commission Expires August, 14 20 25

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

On the \_\_\_\_\_ day of January, 2024, 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 \_\_\_\_\_ day of January, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Megan Houppert, 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 29<sup>th</sup> day of January, 2024, 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

**Schedule A**

Legal Description of Premises

216-218 East Main Street – SBL: 121.23-2-17

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

**COMMENCING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence. A.) South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 43.55 feet to the point of **BEGINNING**; thence,

1. South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 18.68 feet to a point; thence,
2. North 17°28'10" West, along the easterly line of lands now or formerly owned by Geddes Rochester LLC, (Tax Map #121.23-2-12.1), property line being the east wall of the former Ellison Building, as filed in the Monroe County clerk's office as liber 11890 page 411, a distance of 51.4 feet to a point; thence,
3. North 72° 13' 35" East, along the southerly line of lands now or formerly owned by Cho Chan Kil (TM #121.23-2-16) as filed in the Monroe County Clerk's office as liber 11372 Page 334, a distance of 18.68 feet to a point; thence
4. South 17°25'28" East, along the westerly line of lands now or formerly owned by Hopwood LLC (TM# 121.23-2-18) as filed in the Monroe County Clerk's office as liber 11912 page 304, a distance of 51.39 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 961 Sq.Ft.

5-7 N Clinton Ave – SBL: 121.23-2-16

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

**COMMENCING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence. A.) North 17°25'28" West, along the westerly highway boundary of North Clinton Avenue, a distance of 51.4 feet to the point of **BEGINNING**; thence

1. South 72°13'35" West, along the northerly line of lands now or formerly owned by Hopwood LLC (TM #121.23-2-19) as filed in the Monroe County Clerk's office as liber 11946 page 176, Hopwood LLC (TM#121.23-2-18) as filed in the Monroe County Clerk's office as liber 11912 page 304 and

Cho Chan Kil (TM#121.23-2-17) as filed in the Monroe County Clerk's office as liber 11372 page 334, a distance of 62.23 feet to a point; thence,

2. North 17°28'10" West, along the easterly line of lands now or formerly owned by Geddes Rochester LLC (Tax Map #121.23-2-12.1), property line being the easterly line of former Ellison Building, as filed in the Monroe County Clerk's office as liber 11890 page 411, a distance of 29.11 feet to a point; thence,
3. North 72° 28' 29" East, along the southerly line of lands now or formerly owned by Ren Square LLC (TM #121.23-2-15) as filed in the Monroe County Clerk's office as liber 11166 page 530, a distance of 62.29 feet to a point; thence
4. South 17°25'28" East, along the westerly highway boundary of North Clinton Avenue, a distance of 28.82 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 1804.5 Sq.Ft.

220-222 East Main Street – SBL: 121.23-2-18

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

**COMMENCING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence. A.)South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 21.78 feet to the point of **BEGINNING**; thence,

1. South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 22.08 feet to a point; thence,
2. North 17°25'28" West, along the easterly line of lands now or formerly owned by Cho Chan Kil (Tax Map #121.23-2-17) as filed in the Monroe County Clerk's office as liber 6699 page 113, a distance of 51.39 feet to a point; thence,
3. North 72° 13' 35" East, along the southerly line of lands now or formerly owned by Cho Chan Kil (TM #121.23-2-16) as filed in the Monroe County Clerk's office as liber 11372 page 334, a distance of 22.08 feet to a point; thence
4. South 17°25'28" East, along the westerly line of lands now or formerly owned by Hopwood LLC (TM# 121.23-2-19), a distance of 51.4 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 1,134.9 Sq.Ft.

224-226 East Main Street – SBL: 121.23-2-19

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

**BEGINNING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence,

1. South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 21.47 feet to a point; thence,
2. North 17°25'28" West, along the easterly line of lands now or formerly owned by Hopwood LLC (Tax Map #121.23-2-18) as filed in the Monroe County Clerk's office as liber 11912 page 304, a distance of 51.4 feet to a point; thence,
3. North 72°13'35" East, along the southerly line of lands now or formerly owned by Cho Chan Kil (TM #121.23-2-16) as filed in the Monroe County Clerk's office as liber 11372 page 334, a distance of 21.47 feet to a point; thence
4. South 17°25'28" East, along the westerly highway boundary of North Clinton Avenue, a distance of 51.4 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 1,103.6 Sq.Ft.

COLLECTIVELY, THE ABOVE FOUR PARCELS BEING MORE MODERNLY DESCRIBED AS:

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

**BEGINNING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence,

1. South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 62.23 feet to a point; thence,
2. North 17°28'10" West, along the easterly line of lands now or formerly owned by Geddes Rochester LLC (Tax Map #121.23-2-12.1), property line being the easterly line of former Ellison Building, as filed in the Monroe County Clerk's office as liber 11890 page 411, a distance of 80.51 feet to a point; thence,
3. North 72°28'29" East, along the southerly line of lands now or formerly owned by Ren Square LLC (TM #121.23-2-15) as filed in the Monroe County Clerk's office as liber 11337 page 363, a distance of 62.29 feet to a point; thence
4. South 17°25'28" East, along the westerly highway boundary of North Clinton Avenue, a distance of 80.24 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 5004.5 Sq.Ft.

To be known as 216-224 East Main Street, aka 1-5 North Clinton Avenue – SBL: 121.23-2-18.1



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

THIS MEMORANDUM, dated as of January 1, 2024 (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 **MCROC ASSOCIATES LLC**, a limited liability company formed and existing under the laws of the State of New York with offices at 75 S. Clinton Avenue, Suite 700, Rochester, New York 14604, as Lessee (the "Company").

1. Reference to Leaseback: That certain Leaseback Agreement, dated as of January 1, 2024 (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 January 1, 2024 and ending December 31, 2054.

4. Date of Commencement: January 1, 2024.

5. Date of Termination: December 31, 2054.

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 (a) the Regulatory Agreement to be entered into with the City of Rochester (the "Regulatory Agreement") and (b) those certain mortgages (collectively, the "Mortgage"), from the Company and MC Associates Housing Development Fund Corporation in favor Bank on Buffalo; New York State Homes and Community Renewal; Greater Rochester Housing Partnership, Inc.; and the City of Rochester (collectively, the "Mortgagee"), which are intended to be recorded in the office of the Monroe County Clerk subsequent to the recording of this Memorandum; and (ii) a certain related Assignment of Leases and Rents, dated the date of the Mortgage (the "Assignment"), between the Company and the Mortgagee.

**PROPERTY ADDRESSES**

**TAX ID NOS.**

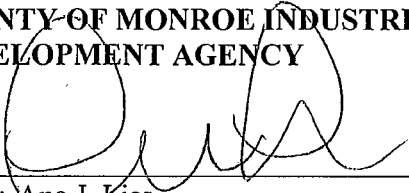
216-218 East Main Street, Rochester, NY 14604	121.23-2-17
220-222 East Main Street, Rochester, NY 14604	121.23-2-18
224-226 East Main Street, Rochester, NY 14604	121.23-2-19
5-7 North Clinton Avenue, Rochester, NY 14604	121.23-2-16

Collectively, the above four parcels to be known as:

216-224 East Main Street, aka 1-5 North Clinton Avenue, Rochester, NY 14604	121.23-2-18.1
---	---------------

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

**MCROC ASSOCIATES LLC**, a New York  
limited liability company

By: MC Associates MM LLC, its Managing  
Member

By: Home Leasing, LLC, its sole Member

By: \_\_\_\_\_  
Name: Megan Houppert  
Title: Authorized Manager

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

**MCROC ASSOCIATES LLC**, a New York  
limited liability company

By: MC Associates MM LLC, its Managing  
Member

By: Home Leasing, LLC, its sole Member

By: \_\_\_\_\_  
Name: Megan Houppert  
Title: Authorized Manager

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

On the 29<sup>th</sup> day of January, 2024, 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, 20 27

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

On the \_\_\_\_\_ day of January, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Megan Houppert, 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

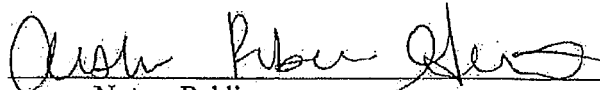
STATE OF NEW YORK )  
COUNTY OF MONROE ) ss.:

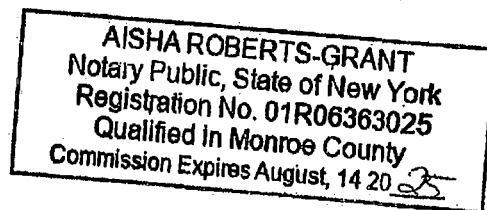
On the \_\_\_\_ day of January, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ana J. Liss**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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 26<sup>th</sup> day of January, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Megan Houppert**, 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



Schedule A

Legal Description of Premises

216-218 East Main Street – SBL: 121.23-2-17

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

**COMMENCING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence. A.) South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 43.55 feet to the point of **BEGINNING**; thence,

1. South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 18.68 feet to a point; thence,
2. North 17°28'10" West, along the easterly line of lands now or formerly owned by Geddes Rochester LLC, (Tax Map #121.23-2-12.1), property line being the east wall of the former Ellison Building, as filed in the Monroe County clerk's office as liber 11890 page 411, a distance of 51.4 feet to a point; thence,
3. North 72° 13' 35" East, along the southerly line of lands now or formerly owned by Cho Chan Kil (TM #121.23-2-16) as filed in the Monroe County Clerk's office as liber 11372 Page 334, a distance of 18.68 feet to a point; thence
4. South 17°25'28" East, along the westerly line of lands now or formerly owned by Hopwood LLC (TM# 121.23-2-18) as filed in the Monroe County Clerk's office as liber 11912 page 304, a distance of 51.39 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 961 Sq.Ft.

5-7 N Clinton Ave – SBL: 121.23-2-16

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

**COMMENCING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence. A.) North 17°25'28" West, along the westerly highway boundary of North Clinton Avenue, a distance of 51.4 feet to the point of **BEGINNING**; thence

1. South 72°13'35" West, along the northerly line of lands now or formerly owned by Hopwood LLC (TM #121.23-2-19) as filed in the Monroe County Clerk's office as liber 11946 page 176, Hopwood LLC (TM#121.23-2-18) as filed in the Monroe County Clerk's office as liber 11912 page 304 and

Cho Chan Kil (TM#121.23-2-17) as filed in the Monroe County Clerk's office as liber 11372 page 334, a distance of 62.23 feet to a point; thence,

2. North 17°28'10" West, along the easterly line of lands now or formerly owned by Geddes Rochester LLC (Tax Map #121.23-2-12.1), property line being the easterly line of former Ellison Building, as filed in the Monroe County Clerk's office as liber 11890 page 411, a distance of 29.11 feet to a point; thence,
3. North 72° 28' 29" East, along the southerly line of lands now or formerly owned by Ren Square LLC (TM #121.23-2-15) as filed in the Monroe County Clerk's office as liber 11166 page 530, a distance of 62.29 feet to a point; thence
4. South 17°25'28" East, along the westerly highway boundary of North Clinton Avenue, a distance of 28.82 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 1804.5 Sq.Ft.

220-222 East Main Street – SBL: 121.23-2-18

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

**COMMENCING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence. A.) South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 21.78 feet to the point of **BEGINNING**; thence,

1. South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 22.08 feet to a point; thence,
2. North 17°25'28" West, along the easterly line of lands now or formerly owned by Cho Chan Kil (Tax Map #121.23-2-17) as filed in the Monroe County Clerk's office as liber 6699 page 113, a distance of 51.39 feet to a point; thence,
3. North 72° 13' 35" East, along the southerly line of lands now or formerly owned by Cho Chan Kil (TM #121.23-2-16) as filed in the Monroe County Clerk's office as liber 11372 page 334, a distance of 22.08 feet to a point; thence
4. South 17°25'28" East, along the westerly line of lands now or formerly owned by Hopwood LLC (TM# 121.23-2-19), a distance of 51.4 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 1,134.9 Sq.Ft.

224-226 East Main Street – SBL: 121.23-2-19

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

**BEGINNING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence,

1. South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 21.47 feet to a point; thence,
2. North 17°25'28" West, along the easterly line of lands now or formerly owned by Hopwood LLC (Tax Map #121.23-2-18) as filed in the Monroe County Clerk's office as liber 11912 page 304, a distance of 51.4 feet to a point; thence,
3. North 72°13'35" East, along the southerly line of lands now or formerly owned by Cho Chan Kil (TM #121.23-2-16) as filed in the Monroe County Clerk's office as liber 11372 page 334, a distance of 21.47 feet to a point; thence
4. South 17°25'28" East, along the westerly highway boundary of North Clinton Avenue, a distance of 51.4 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 1,103.6 Sq.Ft.

COLLECTIVELY, THE ABOVE FOUR PARCELS BEING MORE MODERNLY DESCRIBED AS:

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

**BEGINNING** at a point of intersection of the northerly highway boundary of East Main Street (95.49 feet wide) with the westerly highway boundary of North Clinton Avenue (66 feet wide); thence,

1. South 72°13'35" West, along the northerly highway boundary of East Main Street, a distance of 62.23 feet to a point; thence,
2. North 17°28'10" West, along the easterly line of lands now or formerly owned by Geddes Rochester LLC (Tax Map #121.23-2-12.1), property line being the easterly line of former Ellison Building, as filed in the Monroe County Clerk's office as liber 11890 page 411, a distance of 80.51 feet to a point; thence,
3. North 72°28'29" East, along the southerly line of lands now or formerly owned by Ren Square LLC (TM #121.23-2-15) as filed in the Monroe County Clerk's office as liber 11337 page 363, a distance of 62.29 feet to a point; thence
4. South 17°25'28" East, along the westerly highway boundary of North Clinton Avenue, a distance of 80.24 feet to the **PLACE AND POINT OF BEGINNING**.

**BEING** 5004.5 Sq.Ft.

To be known as 216-224 East Main Street, aka 1-5 North Clinton Avenue – SBL: 121.23-2-18.1