



County of Monroe Industrial Development Agency

APPLICATION FOR ASSUMPTION

Each applicant seeking assumption of an existing Project must complete this form and provide additional information if requested. A non-refundable application fee of \$350 must be included with this application. Make check payable to COMIDA. If assumption is approved, assumption will require preparation of legal documentation and a fee of \$2,000 plus legal costs.

Please answer all questions. Use "None" or "Not Applicable" where necessary. Information in this application may be subject to public review under New York State Law, except for information that is considered deniable by the Freedom of Information Law. This form is available online at www.monroecountyida.org.

I. PROJECT

- a. Address 1200 Lexington Avenue
 City/State/Zip Greece, NY 14606
 TAX Map No 090.03-1-8
- b. Current Project Owner
South Park Development, LLC
- c. Does Applicant contemplate any changes in use or tenancy of the project? YES NO

If YES, provide information on additional pages.

II. APPLICANT

- a. Name RLP III Greece, LLC
 Address 9830 Colonnade Blvd. Suite 600
 City/State/Zip San Antonio, Texas 78230-2239
 TAX ID No 85-3885680
 Contact Name Lange Allen
 Title Managing Director, U.S. Industrial/Logistics Development
 Telephone # (210) 315 - 8683
 Email Lange.Allen@usrealco.com
- b. Owners of 20% or more Applicant Company
US RLP III Holdings, LLC (100% owner)

Do any of these owners currently own property within Monroe County New York? YES NO

III. APPLICANT Legal Counsel

- Name Susan Saslow
- Firm Hunton Andrews Kurth LLP
- Address 200 Park Ave. 52nd Floor
- City/State/Zip New York, NY 10166
- Telephone # 212-309-1034
- Email SSaslow@hunton.com

IV. CERTIFICATION

Current Project Owner represents that (i) it is not in default under any documents executed in connection with the Project being assigned; (ii) Assignee must agree to assume Current Project Owner's rights, interest, duties, obligations and liability set forth in any documents executed in connection with the Project being assigned; and (iii) Assignee will pay all fees of the Agency and its counsel in connection with the assignment of said Project.

Signed:

Current Project Owner:

Name, Title _____ Date _____

Assignee:

See attached page.

Name, Title _____ Date _____

Signature Page to Application for Assumption

RLP III GREECE, LLC,
a Delaware limited liability company

By: US RLP III Holdings, LLC,
a Delaware limited liability company,
its sole member

By: US Regional Logistics Program III, L.P.,
a Delaware limited partnership
its managing member

By: US RLP GP III, LLC,
a Delaware limited liability company,
its general partner

By: USAA Equity Advisors, LLC,
a Texas limited liability company,
its sole member

By: USAA Real Estate Company, LLC,
a Delaware limited liability
company, its sole member

By: Steven A. Waters
Name: Steven A. Waters
Title: SECRETARY

Motion By:
Seconded By:

J. Allocco
A. Meleo

RESOLUTION

(Assignment of South Park Development, LLC Project)

A regular meeting of the County of Monroe Industrial Development Agency (the "Agency"), was held at the Agency's offices at 50 West Main Street, Suite 1150, Rochester, New York 14614, on December 15, 2020, in accordance with Executive Order Number 202.1, as extended by subsequent executive orders.

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain Project more particularly described below.

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING THE ASSIGNMENT BY SOUTH PARK DEVELOPMENT, LLC OF CERTAIN FINANCIAL ASSISTANCE IN CONNECTION WITH A CERTAIN PROJECT LOCATED AT 1200 LEXINGTON AVENUE IN THE TOWN OF GREECE, NEW YORK, TO RLP III GREECE, LLC, OR A RELATED ENTITY FORMED OR TO BE FORMED, AND ITS TENANT, AMAZON.COM SERVICES LLC, AND THE EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, South Park Development, LLC ("South Park") owns a fee interest in property located at 1200 Lexington Avenue in the Town of Greece, New York and the Agency, by resolution dated November 17, 2020 (the "November Resolution"), approved certain Financial Assistance to South Park in connection with a certain project (the "Project") consisting of: (A) the acquisition of a leasehold interest in a portion of an approximately 73±-acre parcel of land located at 1200 Lexington Avenue in the Town of Greece, New York (the "Land"); (B) the construction on the Land of a one-story approximately 180,000 square-foot building (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"); for use by its tenant, Amazon.com Services LLC (the "Tenant"), as a distribution facility; and

WHEREAS, by the November resolution, the Agency approved (i) the negotiation a project agreement (the "Project Agreement"), pursuant to which the Agency would appoint South Park as its agent for the purpose of undertaking the Project, (ii) the negotiation and execution of a lease agreement (the "Lease Agreement"), leaseback agreement (the "Leaseback Agreement") and payment-in-lieu-of-tax agreement (the "PILOT Agreement") with South Park, (iii) taking a leasehold interest in the Facility (once the Lease Agreement, Leaseback Agreement and PILOT

Agreement have been negotiated), and (iv) providing financial assistance (the "Financial Assistance") to South Park in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Facility, (b) a mortgage recording tax exemption for financing relating to the Project and (c) a partial real property tax abatement structured through the PILOT Agreement; and

WHEREAS, by Application for Assumption, dated December 14, 2020, South Park has requested the Agency's approval of the assignment of the Financial Assistance to RLP III Greece, LLC, or a related entity formed or to be formed (collectively, the "Company"), and the Tenant; and

WHEREAS, South Park represents that the sale of its assets to the Company will not in any way change the use of the Facility and that the Facility will continue to constitute a "project" as such quoted term is defined in the Act; and

WHEREAS, the Agency now desires to adopt a resolution: (i) approving the assignment of the Financial Assistance to the Company and the Tenant and (ii) approving the execution of any and all documents necessary to effectuate the assignment of the Financial Assistance.

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby consents to the assignment of the Financial Assistance from South Park to the Company and the Tenant.

Section 2. Subject to the Company and the Tenant executing Project Agreements and the delivery by the Company to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company and the Tenant to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company and the Tenant as the true and lawful agent of the Agency to acquire, construct and equip the Facility, and such appointment includes the following activities as they relate to the construction, erection, completion, use, repair and maintenance of the Improvements and the purchase, use, lease, placement, installation, repair, maintenance and replacement of the Equipment, whether or not any materials or supplies described below are incorporated into or become an integral part of the Improvements or the Equipment: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, constructing, equipping, repairing and maintaining the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with acquiring, constructing, equipping, repairing and maintaining the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Improvements, Land or the Equipment, including all repairs, maintenance and replacement of all such property. Said agents are authorized to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf. As agent of the Agency, the Company and the Tenant are authorized to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company and Tenant choose;

provided, however, the Project Agreements shall expire on **December 31, 2021** (unless extended for good cause by the Executive Director, Chairman or Vice Chairman of the Agency) if the Lease Agreement, Leaseback Agreement and PILOT Agreement contemplated have not been executed and delivered. The Executive Director, Chairman or Vice Chairman of the Agency are authorized and directed to execute and deliver to said agent an appropriate letter on Agency letterhead describing the authority granted under this resolution.

Section 3. Based upon the representations and warranties made by South Park in its application for financial assistance, as assumed by the Company and the Tenant, the Agency hereby authorizes and approves (i) the Company and the Tenant as its agents, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$29,621,497**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$2,369,720**. The Agency agrees to consider any requests by the Company and/or the Tenant for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services; (ii) a mortgage (or mortgages), in connection with the financing of the Facility or portions thereof and including any refinancing thereof, securing an aggregate principal amount not to exceed **\$54,248,454**, resulting in a mortgage tax exemption not to exceed **\$406,863**; and (iii) a partial real property tax abatement.

Section 4. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company and/or the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company and/or the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company and/or Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company and/or the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company and/or Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company and the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 5. The form and substance of the Lease Agreement, the Leaseback Agreement and the PILOT Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 6. The Executive Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to negotiate and execute (A) the Lease Agreement

whereby the Company leases the Project to the Agency, (B) the related Leaseback Agreement conveying the Project back to the Company, and (C) the PILOT Agreement; provided, that, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project; and (ii) the terms of the PILOT Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 7. The Executive Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance equipment and other personal property and related transactional costs (hereinafter, with the Lease Agreement, Leaseback Agreement and PILOT Agreement are collectively referred to as, the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency (if any) to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the Executive Director, Chairman or Vice Chairman of the Agency shall approve, the execution thereof by the Executive Director, Chairman or Vice Chairman of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 8. The Executive Director, Chairman or Vice Chairman of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of such Executive Director, Chairman or Vice Chairman of the Agency acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency

Section 9. This resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Jay Popli	X			
Anthony Meleo	X			
Troy Milne	X			
Lisa Bolzner	X			
Joseph Alloco	X			
Rhett King	X			
Ann L. Burr	X			

The Resolutions were thereupon duly adopted.

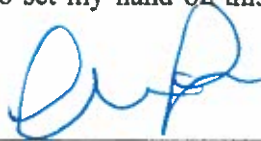
STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on December 15, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 15th day of December, 2020.



Ana J. Liss, Executive Director