HARRIS BEACH MURTHA
ATTORNEYS AT LAW

99 GARNSEY ROAD
PITTSFORD, NEW YORK 14534
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RACHEL C. BARANELLO
PARTNER
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September 11, 2026

TO ALL ON THE ATTACHED DISTRIBUTION LIST:

Re: County of Monroe Industrial Development Agency
WDG2 LLC Project located on Pittsford-Victor Road in the
Town of Perinton, New York 14534
Tax Accts. # 179.09-2-8, 179.09-2-9 and 179.09-10

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

Rachel C. Baranello

RCB/lap
Enclosures
cc: COMIDA
Attached Distribution List
Dennis Wilmot
Frank Pavia, Esq.
Amanda Fitzgerald, Esq.

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 6830 9527 13

Ms. Jenn Townsend, Supervisor
Town of Perinton
1350 Turk Hill Road
Fairport, New York 14450
CERTIFIED MAIL RECEIPT#:
9489 0090 0027 6830 9527 37

Ms. Shana Cutaia, Superintendent
Pittsford Central School District
75 Barker Road
Pittsford, New York 14534
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6830 9527 51

Ms. Deborah Carpenter, District Clerk
Pittsford Central School District
75 Barker Road
Pittsford, New York 14534
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6830 9527 75

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 6830 9527 20

Mr. Wayne Pickering, Assessor
Town of Perinton
1350 Turk Hill Road
Fairport, New York 14450
CERTIFIED MAIL RECEIPT#:
9489 0090 0027 6830 9527 44

Mr. Jeffrey Casey, President, BOE
Pittsford Central School District
75 Barker Road
Pittsford, New York 14534
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6830 9527 68

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

AND

WDG2 LLC

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Tax Map Nos.

179.09-2-8, 179.09-2-9 and 179.09-2-10

Affected Tax Jurisdictions:

County of Monroe
Town of Perinton
Pittsford Central School District

Dated as of August 1, 2026

OSC Code: 2602-26-025A
450795\4908-9257-1840\ v2

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "PILOT Agreement") made as of August 1, 2026, 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 **WDG2 LLC**, a New York limited liability company with offices at 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564 (the "Company").

WITNESSETH:

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

WHEREAS, the Company has requested the Agency to assist in a certain project (the "Project") consisting of: (A) the acquisition of a leasehold interest in a portion of an aggregate approximately 3.50-acre parcel of vacant land located on Pittsford-Victor Road in the Town of Perinton, New York 14534 and all other lands in the Town of Perinton where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land"); (B) the construction thereon of a market-rate apartment complex consisting of approximately nine (9) buildings containing, in the aggregate, 24 rental units (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, construct 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 August 1, 2026 (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 August 1, 2026 (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"), the Town of Perinton (the "Town") and the Pittsford Central School District (the "School District" and, collectively with the County and the Town, 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 Agency prior to the taxable status date **(March 1, 2027)** (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 with the Assessor of the Town (the "Assessor") and the acceptance of the Exemption Application by the Assessor, the Facility shall be classified as exempt from Real Property Taxes (as hereinafter defined) upon the assessment roll of the Town during the Term (as hereinafter defined) hereof, commencing with the **2028** Town and County tax year and the **2027-2028** School District tax year; provided, however, that the benefits period is subject to change in accordance with Section 1.5 below. For purposes of the foregoing "Real Property Taxes" means all general ad valorem real property taxes levied against the Facility by the Affected Tax Jurisdictions. The Company shall provide to the Agency with the information necessary for the completion and filing by the Agency of the Exemption Application and shall provide such additional information and take such actions as are required by the Assessor to process and accept the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Property Taxes is denied for any lawful reason, the Company shall pay (and hereby agrees to pay) all Real Property Taxes lawfully 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, except as permitted under the Leaseback Agreement; 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 Property Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the Assessor 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 after receipt of the invoice for payment of taxes (the "Payment Date"), commencing with the invoice for the **2027-2028** School District tax year and the invoice for the **2028** Town and 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 Taxing 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, Town 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 School District 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 Taxing Jurisdiction.

1.5 Period of Benefits. Prior to the completion of the Facility, the PILOT Payment shall be based on the Base Valuation, 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 substantial completion of the Facility or the date of issuance of a certificate of occupancy by the Town of Perinton or other appropriate municipal agency for the Facility 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 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 from Real Property Taxes relative to 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 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 (collectively, "Special District Taxes") are not covered by the exemption from Real Property Taxes pursuant to Section 412-a of the RPTL and Section 874 of the General Municipal Law. The Company shall pay all Special District Taxes lawfully levied and/or assessed against the Facility as they become due.

Section 3 - Transfer of Facility. In the event that the Agency's leasehold interest in 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 until the following tax due date, at which time the Facility would be classified as taxable and would have become obligated to pay Real Property Taxes as they become due.

Section 4 - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, 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, as if and to the same extent as if the Company were the owner of the Facility .

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, subject to any applicable cure provisions.

Notwithstanding anything contained herein to the contrary, upon the occurrence of (i) the sale or closure of the Facility, in breach of the Leaseback Agreement; (ii) a significant unapproved change in use of the Facility, in breach of the Leaseback Agreement; (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 and such failure shall have continued for a period of thirty (30) days after the Agency gives written notice of such failure to the Company (the "Applicable Cure Period"); or (v) the material breach of covenants or a material event of default (singularly or collectively an "Event of Default") under the Leaseback Agreement, the Agency shall have the right to recapture real property tax abatements provided hereunder pursuant to the following schedule:

Time from Completion of the Facility	Percent of Recapture, Applicable to Current Year and All Prior Years
1	100%
2	75%
3	50%
4	25%

Any such recapture is at the sole and reasonable 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). 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
Attention: Executive Director
Email: analiss@monroecounty.gov

With a Copy to:

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

To the Company:	WDG2 LLC 1501 Pittsford Victor Road, Suite 200 Victor, New York 14564 Attention: Dennis Wilmot, Member Email: dennis@wilmotdg.com
With a Copy to:	Barclay Damon LLP 2000 Five Star Bank Plaza 100 Chestnut Street Rochester, New York 14604 Attn: Frank C. Pavia, Esq. fpavia@barclaydamon.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 - Tax Abatement Policy.

9.1 Market Rate Requirement. The Company hereby acknowledges and agrees that the Facility shall be a market-rate residential complex, meaning that the rent for each unit shall be affordable to households earning up to 150% of the area median income, adjusted for household size.

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 Benefit Period. In no event shall the Company be entitled to receive real property tax benefits relative to the Facility for more than ten (10) consecutive years. The Company agrees that it will not seek any real property tax exemption for the Facility 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

WDG2 LLC

By: ______________________________
Name: James P. Barbato
Title: Manager

OSC Code: 2602-26-025A

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

WDG2 LLC

By: ______________________________
Name: James P. Barbato
Title: Manager

OSC Code: 2602-26-025A

SCHEDULE A TO
PILOT AGREEMENT DATED AS OF AUGUST 1, 2026
BY AND BETWEEN THE
COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY
AND WDG2 LLC

Prior to substantial completion of the Facility and/or receipt of a Certificate of Occupancy by the Town of Perinton, or other appropriate municipal agency for the Facility, the "Total PILOT Payment" shall be equal to the Base Valuation (as hereinafter defined). After substantial completion of the Facility and/or receipt of a Certificate of Occupancy by the Town of Perinton, or other appropriate municipal agency for the Facility, the "Total PILOT Payment" shall be calculated as follows:

Tax Year	Total Taxable Valuation
Year 1	Base Valuation, plus (Added Value x .00)
Year 2	Base Valuation, plus (Added Value x .10)
Year 3	Base Valuation, plus (Added Value x .20)
Year 4	Base Valuation, plus (Added Value x .30)
Year 5	Base Valuation, plus (Added Value x .40)
Year 6	Base Valuation, plus (Added Value x .50)
Year 7	Base Valuation, plus (Added Value x .60)
Year 8	Base Valuation, plus (Added Value x .70)
Year 9	Base Valuation, plus (Added Value x .80)
Year 10	Base Valuation, plus (Added Value x .90)

For the term of this PILOT Agreement, the Company shall continue to pay full taxes based on the assessed value of the Land and any existing improvements before the completion of any Improvements (the "Base Valuation"). During the term of this PILOT Agreement, the Base Valuation shall be revised from time to time by the change in the assessed valuation in all taxable real property in the Town of Perinton, 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 100% exemption from taxation for the Added Value in Year 1, with such exemption being eliminated in 10% increments in PILOT Years 2 through 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 Taxing Jurisdiction (after application of any applicable equalization rate). After Year 10, the Facility shall be subject to full taxation by the Affected Tax Jurisdictions.

Total Taxable Valuation = Base Valuation + (Added Value x Abatement Factor)
Total PILOT Payment = Total Taxable Valuation (after equalization) x Tax Rate

OSC Code: 2602-26-025A

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 WDG2 LLC
Street c/o 1501 Pittsford-Victor Road, Suite 200
City Victor New York 14564
Telephone no. Day (585) 721-7463
Evening (___)
Contact Dennis Wilmot
Title Member

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 179.09-2-8, 179.09-2-9 and 179.09-2-10
b. Street address Pittsford-Victor Road
c. City, Town or Village Perinton (Town)
d. School District Pittsford CSD
e. County Monroe
f. Current assessment aggregate $540,600
g. Deed to IDA (date recorded; liber and page) **Lease Agreement, a memorandum of which was recorded on or about September 4, 2026.**

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

a. Brief description (include property use) the construction of a market-rate apartment complex, consisting of nine (9) buildings containing in the aggregate, 24 rental units.
b. Type of construction
c. Square footage
d. Total cost $10,630,000
e. Date construction commenced Fall/Winter 2026
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	Monroe	X	
Town/City	Perinton	X	
Village			X
School District	Pittsford CSD	X	

d. Person or entity responsible for payment

Name WDG2 LLC
Title
Address c/o 1501 Pittsford-Victor Road, Suite 200, Victor, New York 14564

Telephone 585-721-7463

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.

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

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption ______________ assessment roll year ______________
Real Property Tax Law

7. A copy of this application, including all attachments, has been mailed or delivered on 9/11/26 (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.

09/04/2026
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

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

THIS MEMORANDUM, dated as of August 1, 2026 (the "Memorandum of Lease"), is by and between **WDG2 LLC**, a New York limited liability company with offices at 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564 (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 August 1, 2026 (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 Town of Perinton, Monroe County, New York, as more particularly described on **Schedule A** attached hereto (the "Leased Premises").

3. Term of Lease Agreement: Commencing August 1, 2026 and ending **December 31, 2038**.

4. Date of Commencement: August 1, 2026.

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, defined below) is subject and subordinate to (i) a certain Mortgage, dated September _____, 2026, 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 August 1, 2026, between the Agency and the Company (the "Leaseback Agreement").

Property Addresses: 589 Pittsford-Victor Road; Vacant Land on Pittsford-Victor Road; and 597 Pittsford-Victor Road, each in the Town of Perinton, New York 14534

Tax Map Nos.: 179.09-2-10, 179-09-2-9 and 179.09-2-8, respectively

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 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.

WDG2 LLC

By:________________________________
Name: James P. Barbato
Title: 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 1st day of ~~August~~ September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **James P. Barbato**, 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 A BAILEY
Notary Public - State of New York
NO. 01BA6213187
Qualified in Ontario County
My Commission Expires 1/10/2030

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

On the ______ day of August, 2026, 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.

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Notary Public

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WDG2 LLC

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Title: Manager

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

By:________________________________
Name: Ana J. Liss
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STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

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____
Notary Public

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

On the 12th day of August, 2026, 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.

JULIE T VISCA
Notary Public, State of New York
Reg. No. 01VI5065188
Qualified in Monroe County
Commission Expires September 3, 2026

____
Notary Public

Schedule A

Legal Description of the Leased Premises

All that tract or parcel of land situate in the Town of Perinton, County of Monroe and State of New York known as Lots 1, 2, and 3 of the Cliff-Lea Subdivision as shown of a map thereof filed in the Monroe County Clerk's Office in Liber 85 of Maps at page 18. Said premises are situate on the south side of the Pittsford-Victor Road and are of the dimensions as shown on said map.

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

THIS MEMORANDUM, dated as of August 1, 2026 (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 **WDG2 LLC**, a New York limited liability company with offices at 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564, as Lessee (the "Company").

1. Reference to Leaseback: That certain Leaseback Agreement, dated as of August 1, 2026 (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 Town of Perinton, Monroe County, New York, as more particularly described on **Schedule A** attached hereto (the "Leased Premises") and the Equipment set forth on **Schedule B** attached hereto (the "Equipment").

3. Term of Leaseback Agreement: Commencing August 1, 2026 and ending **December 31, 2038**.

4. Date of Commencement: August 1, 2026.

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 therein) is subject and subordinate to (i) a certain Mortgage, dated September ____, 2026 (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.

Property Addresses: 589 Pittsford-Victor Road; Vacant Land on Pittsford-Victor Road; and 597 Pittsford-Victor Road, each in the Town of Perinton, New York 14534

Tax Map Nos.: 179.09-2-10. 179-09-2-9 and 179.09-2-8, respectively

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

WDG2 LLC

By:______________________________
Name: James P. Barbato
Title: Manager

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

On the 12th day of August, 2026, 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

JULIE T VISCA
Notary Public, State of New York
Reg. No. 01VI5065188
Qualified in Monroe County
Commission Expires September 3, 2026

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

On the ______ day of August, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **James P. Barbato**, 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

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COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

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

WDG2 LLC

By:______________________________
Name: James P. Barbato
Title: Manager

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

On the _____ day of August, 2026, 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.

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Notary Public

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

On the 1 day of ~~August~~ September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **James P. Barbato**, 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.

Robin A. Estleford
Notary Public

ROBIN A ESTLEFORD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ES4968263
Qualified in Wayne County
Commission Expires July 22, 2026

SCHEDULE A

Legal Description of the Leased Premises

All that tract or parcel of land situate in the Town of Perinton, County of Monroe and State of New York known as Lots 1, 2, and 3 of the Cliff-Lea Subdivision as shown of a map thereof filed in the Monroe County Clerk's Office in Liber 85 of Maps at page 18. Said premises are situate on the south side of the Pittsford-Victor Road and are of the dimensions as shown on said map.

SCHEDULE B

Description of the Equipment

All the right, title and interest of the Company in and to all machinery, apparatus, construction materials, equipment, fittings, fixtures and articles of personal property installed in, attached to or used or usable in connection with the present or future use of the real estate described in **Schedule A** attached hereto, or the present or future operation or maintenance of the buildings, structures or other improvements now or hereafter erected on the Premises (collectively, the "Improvements"), whether now owned or hereafter acquired by the Company, including but not limited to, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, exhaust and heater fans, air-cooling and air-conditioning apparatus, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors (which machinery, apparatus, equipment, fittings, fixtures and articles of personal property, all replacements thereof, substitutions therefor and additions thereto, together with the proceeds thereof, are hereafter collectively referred to as the "Equipment").