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July 9, 2019

Hon. Cheryl Dinolfo
Monroe County Executive
39 West Main Street
County Office Building
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
91 7199 9991 7039 6462 8852

Ms. Susan Buck
Monroe County Treasury
B-3 County Office Building
39 West Main Street
Rochester, New York 14614
CERTIFIED MAIL RECEIPT #:
91 7199 9991 7039 6462 8869

Mr. Stephen L. Schultz, Supervisor
Town of Henrietta
475 Calkins Road
Henrietta, New York 14467
CERTIFIED MAIL RECEIPT#:
91 7199 9991 7039 6462 8876

Mr. Lawrence Bo Wright, Superintendent
Rush-Henrietta Central School District
2034 Lehigh Station Road
Henrietta, New York 14467
CERTIFIED MAIL RECEIPT#:
91 7199 9991 7039 6462 8883

Ms. Amy Jorstad, Assessor
Henrietta Town Hall
475 Calkins Road
Henrietta, New York 14467
CERTIFIED MAIL RECEIPT#:
91 7199 9991 7039 6462 8890

Re: County of Monroe Industrial Development Agency d/b/a Imagine Monroe Powered
By COMIDA ("COMIDA") - Townline Partners LLC Project; 2921 Brighton-Henrietta
Town Line Road in the Town of Henrietta, New York

Ladies and Gentlemen:

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

Very truly yours,

Rachel C Baranello
Rachel C. Baranello

RCB/lap
Enclosures

cc: Imagine Monroe Powered By COMIDA
Sanford R. Abbey
Robert Zogas, Esq.

**COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY
D/B/A IMAGINE MONROE POWERED BY COMIDA**

AND

TOWNLINE PARTNERS LLC

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Tax Map No.

149.190-0001-002.110

Affected Taxing Jurisdictions:

County of Monroe
Town of Henrietta
Rush-Henrietta Central School District

Dated as of June 1, 2019

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "PILOT Agreement") made as of June 1, 2019, is by and between the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY D/B/A IMAGINE MONROE POWERED BY COMIDA**, a public benefit corporation of the State of New York, having its offices at 8100 CityPlace, 50 West Main Street, Rochester, New York 14614 (the "Agency"), and **TOWNLINE PARTNERS LLC**, a corporation duly organized and validly existing under the laws of the State of New York with offices at 3055 Brighton-Henrietta Town Line Road, Rochester, New York 14623 (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 approximately 8±-acre parcel of land located at 2921 Brighton-Henrietta Town Line Road in the Town of Henrietta, New York (the "Land") together with the existing approximately 129,000± square-foot manufacturing building thereon (the "Existing Improvements"); (B) the renovation of the Existing Improvements, including, but not limited to, build-out of bathrooms and a break room, upgrading the building's electrical systems, upgrading the lighting and adding parking (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"), to be subleased to **Fieldtex Products Inc.** (hereinafter referred to as, the "Tenant", as defined in the PILOT Addendum attached hereto); and

WHEREAS, the Agency has agreed to lease the Facility to the Company; 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 Legislature of the County of Monroe by Resolution No. 154 of 1989 has adopted a revised tax abatement policy which was modified and readopted by the Agency in June 2000 (the "JobsPlus Tax Abatement Policy," sometimes hereinafter referred to as "JobsPlus") for industrial and/or commercial property leased, licensed and/or owned by the Agency; and

WHEREAS, the Facility meets the criteria of the JobsPlus Tax Abatement Policy; 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 Henrietta (the "Town") and the Rush-Henrietta Central School District (the "School District" and, collectively with the County and the Town, the "Affected Taxing Jurisdictions").

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

Section 1 - Payment in Lieu of Ad Valorem Taxes.

Section 1.1 A. Subject to the completion and filing by the taxable status date (**March 1, 2020**) (the "Taxable Status Date") of New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law (the "RPTL") and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes commencing with the **2021** Town and County tax year and the **2020-2021** School tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the Town, County and School. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Facility is leased to the Agency or under its jurisdiction, control or supervision, the Company agrees to pay annually to the Agency for the benefit of the Affected Taxing Jurisdictions (or directly to the Affected Taxing Jurisdictions), as a payment in lieu of taxes, within thirty (30) days of receipt of the invoice for payment of taxes (the "Payment Date"), commencing with the invoice for the **2020-2021** School tax year and the invoice for the **2021** 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 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 Taxing Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. The Agency shall remit to the Affected Taxing Jurisdictions amounts received hereunder (if any) within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Taxing Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Taxing 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 Taxing Jurisdictions, the Agency 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 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. If there shall be a future addition to the Facility constructed or added in any manner after the date of this PILOT Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Total PILOT Payment until a different Total PILOT Payment shall be established. If a lesser Total PILOT Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2020-2021 School tax year through the 2029-2030 School tax year, and (ii) the 2021 County and Town tax year through the 2030 County and Town tax year. This PILOT Agreement shall expire on **December 31, 2030**; *provided, however*, the Company shall pay the 2030-2031 School tax bill and the 2031 County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. 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 RPTL. It is hereby agreed and understood that the Affected Taxing Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

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

Section 3 - Transfer of Facility. In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Taxing 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 Taxing Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

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

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

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments, and (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

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

Section 6 - Events of Default.

6.1 If payments are not made as provided for herein, the Agency and/or Taxing Jurisdictions, individually or collectively, shall be entitled to pursue any and all remedies afforded them at law or in equity.

Notwithstanding anything contained herein to the contrary, upon the occurrence of (i) the sale or closure of the Facility; (ii) a significant unapproved change in use of the Facility; (iii) a significant reduction in employment at the Facility (as defined below); (iv) the Company abandons or otherwise vacates the County of Monroe; (v) the failure by the Company to make any payments required under this PILOT Agreement; or (vi) the breach of covenants or event of default (singularly or collectively an "Event of Default") under the Leaseback Agreement, dated as of the date hereof, by and between the Agency and the Company (the "Leaseback Agreement"), the Agency shall have the right to recapture real property tax abatements provided hereunder pursuant to the following schedule:

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

Any such recapture is at the sole and exclusive discretion of the Agency. The Agency shall notify the Company in writing of such Event of Default and of its intent to recapture the PILOT benefits (or any portion thereof). For purposes of this Section only, a "significant reduction in employment" shall mean more than twenty percent (20%) of the employment as stated in the Company's Application, to wit, 205. Any and all recaptured payments received pursuant to this provision shall be remitted to the Taxing Jurisdictions on a pro rata basis within sixty (60) days of receipt of payment.

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 Taxing Jurisdictions.

Section 7 - Assignment. 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, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: County of Monroe Industrial Development Agency
d/b/a Imagine Monroe Powered By COMIDA
8100 CityPlace, 50 West Main Street
Rochester, New York 14614
Attn: Executive Director

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

To the Company: Townline Partners LLC
2921 Brighton-Henrietta Town Line Road
Rochester, New York 14623
Attention: Sanford R. Abbey, Manager

With a Copy to: Phillips Lytle LLP
28 East Main Street, Suite 1400
Rochester, New York 14614
Attention: Robert F. Zogas, Esq.

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

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

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

Section 9 - JobsPlus Tax Abatement Policy.

9.1 **Jobs Requirement.** The Company shall maintain its present impacted job level of 205 full-time jobs in Monroe County, New York, and the Company or its Tenant creates twenty (20) new full-time/full-time equivalent jobs in three (3) years and maintains those new full-time/full-time equivalent jobs for the balance of the ten (10) year term hereof.

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

9.3 **Job Failure.** If the twenty (20) new full-time/full-time equivalent jobs are not created by the end of the three (3) year period or not continuously maintained during the balance of the term hereof, the exemption schedule will revert back to Section 485-b of the New York RPTL and the Company agrees to pay in any year for which the job creation requirements are not met (a "Disqualifying Year"), as an additional payment in lieu of taxes, an amount equal to the difference between the tax benefits received in years one through the Disqualifying Year under this PILOT Agreement and the tax benefits which would have been received in years one through the Disqualifying Year under Section 485-b of the New York RPTL. Under extenuating circumstances, the Agency Board may waive the above penalties after reviewing a written request from the Company for waiver of the penalties.

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

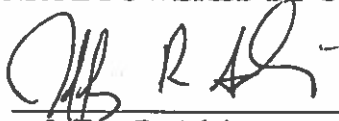
9.5 **Benefit Period.** In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than ten (10) consecutive years. The Company agrees that it will not seek any tax exemption for the Facility which would provide benefits for more than ten (10) consecutive years.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

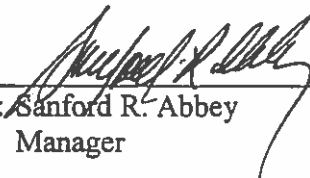
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IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the day and year first above written.

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY D/B/A IMAGINE
MONROE POWERED BY COMIDA**

By: 
Name: Jeffrey R. Adair
Title: Executive Director

TOWNLINE PARTNERS LLC

By: 
Name: Sanford R. Abbey
Title: Manager

SCHEDULE A TO

**PILOT AGREEMENT DATED AS OF JUNE 1, 2019
BY AND BETWEEN THE
COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY D/B/A
IMAGINE MONROE POWERED BY COMIDA
AND TOWNLINE PARTNERS LLC**

"Total Tax Payment" shall be calculated as follows:

<u>Tax Year</u>	<u>County and Town Tax Year</u>	<u>School Tax Year</u>	<u>Total Taxable Valuation</u>
Year 1	2021	2020/2021	Base Valuation, plus (Added Value x .00)
Year 2	2022	2021/2022	Base Valuation, plus (Added Value x .10)
Year 3	2023	2022/2023	Base Valuation, plus (Added Value x .20)
Year 4	2024	2023/2024	Base Valuation, plus (Added Value x .30)
Year 5	2025	2024/2025	Base Valuation, plus (Added Value x .40)
Year 6	2026	2025/2026	Base Valuation, plus (Added Value x .50)
Year 7	2027	2026/2027	Base Valuation, plus (Added Value x .60)
Year 8	2028	2027/2028	Base Valuation, plus (Added Value x .70)
Year 9	2029	2028/2029	Base Valuation, plus (Added Value x .80)
Year 10	2030	2029/2030	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 increased from time to time by the percentage increase in the assessed valuation in all taxable real property in the Town of Henrietta, 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 Tax 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 2-10.


Once the Total Taxable Valuation is established using the Abatement Factor, the Total Tax 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 Taxing Jurisdictions.

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


**PILOT ADDENDUM
(FIELDTEX PRODUCTS INC.)**

The County of Monroe Industrial Development Agency d/b/a Imagine Monroe Powered By COMIDA (the "Agency") and Townline Partners LLC (the "Applicant" or "Landlord"), agree and understand that the Applicant who filed the application for Agency benefits is not the party creating the jobs directly. The Agency and the Applicant agree and understand that Applicant is the landlord for Fieldtex Products Inc. (the "Tenant" and together with the Agency and the Applicant, the "Parties"). The Tenant executes this agreement to acknowledge and all Parties agree and understand that the Tenant is maintaining and creating the jobs in question. However, the Applicant is the one receiving benefits directly from the Agency. In the event the Tenant does not create the jobs, the Landlord is responsible for any and all penalties due as a result of Tenant's failure. The Applicant may attempt to find a substitute tenant and create the jobs with such new tenant provided the Agency is informed and consents to the new tenant's occupying the premises in question. The Agency's criteria for consent would be that the new tenant uses the Facility as a "project" as defined for purposes of General Municipal Law Article 18-A and is otherwise creditworthy. The Landlord may require the Tenant in its sublease to create the jobs as the Parties agreed and understood or, in the alternative, to reimburse it for any and all fees it pays to the Agency. However, the Agency takes no position with respect to this issue and will look solely and exclusively to the Applicant as the direct beneficiary of its tax abatement programs.

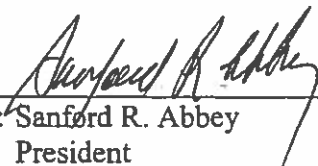
**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY D/B/A IMAGINE
MONROE POWERED BY COMIDA**

By: 
Name: Jeffrey R. Adair
Title: Executive Director

TOWNLIN PARTNERS LLC

By: 
Name: Sanford R. Abbey
Title: Manager

FIELDTEX PRODUCTS INC.

By: 
Name: Sanford R. Abbey
Title: President



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 Development Agency
d/b/a Imagine Monroe Powered by COMIDA
Street 8100 CityPlace, 50 West Main Street
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 Townline Partners LLC
Street 2921 Brighton-Henrietta Town Line Road
City Rochester, New York 14623
Telephone no. Day (585) 427-2940
Evening ()
Contact Sanford R. Abbey
Title Manager

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 149.190-0001-002.110
b. Street address 2921 Brighton-Henrietta Town Line Road
c. City, Town or Village Henrietta (Town)
d. School District Rush-Henrietta CSD
e. County Monroe
f. Current assessment \$4,590,000
g. Deed to IDA (date recorded; liber and page) Lease Agreement, a memorandum of which was recorded on or about July 1, 2019.

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

- a. Brief description (include property use) renovation of an existing approx. 129,000 sq. ft. manufacturing building
b. Type of construction
c. Square footage 129,000
d. Total cost \$6,379,910
e. Date construction commenced Summer 2019
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) See Attached PILOT Agreement

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

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

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

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Monroe</u>	X	
Town/City <u>Henrietta (Town)</u>	X	
Village _____		X
School District <u>Rush-Henrietta CSD</u>	X	

d. Person or entity responsible for payment

Name Townline Partners LLC
 Title _____
 Address 2921 Brighton-Henrietta TL Rd
Rochester, New York 14623

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 585-427-2940

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 Section 485-a of the NY assessment roll year _____
Real Property Tax Law

7. A copy of this application, including all attachments, has been mailed or delivered on 7/9/19 (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 County of Monroe

Industrial Development Agency d/b/a Imagine Monroe Powered By COMIDA hereby certify that the information
Organization

on this application and accompanying papers constitutes a true statement of facts.

7/11/19
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

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:
HARRIS BEACH PLLC
ATTN: LORI A PALMER, PARALEGAL
COUNTY CLERK BOX #18
ROCHESTER, NY 14604

Receipt # 2119565

Book Page D 12204 0093

No. Pages: 4

Instrument: MEMO OF LEASE

Control #: 201907010350

Ref #: TT0000021399

Date: 07/01/2019

Time: 10:18:22 AM

TOWNLIN PARTNERS LLC,
COUNTY OF MONROE INDUSTRIAL DEVELOPMENT
AGENCY,
IMAGINE MONROE POWERED BY COMIDA,

TOWNLIN PARTNERS LLC,
COUNTY OF MONROE INDUSTRIAL DEVELOPMENT
AGENCY,
IMAGINE MONROE POWERED BY COMIDA,

Recording Fee	\$26.00	
Pages Fee	\$15.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: HA
TP-584 Form Fee	\$5.00	
Total Fees Paid:	\$65.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$1.00

ADAM J BELLO

MONROE COUNTY CLERK



**MEMORANDUM OF LEASE PURSUANT TO
SECTION 291-c OF THE REAL PROPERTY LAW**

(Company to Agency)

THIS MEMORANDUM, dated as of June 1, 2019 (the "Memorandum of Lease"), is by and between **TOWNLINE PARTNERS LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 3055 Brighton-Henrietta Town Line Road, Rochester, New York 14623 (the "Company") and the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY D/B/A IMAGINE MONROE POWERED BY COMIDA**, a public benefit corporation of the State of New York, having its offices at 50 West Main Street, Suite 8100, Rochester, New York 14614 (the "Agency").

1. Reference to Lease: That certain Lease Agreement, dated as of June 1, 2019 (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 Henrietta, Monroe County, New York, as more particularly described on Schedule A attached hereto (the "Leased Premises").

3. Term of Lease Agreement: Commencing June 1, 2019 and ending **December 31, 2030**.

4. Date of Commencement: June 1, 2019.

5. Date of Termination: December 31, 2030.

6. Rights of Extension or Renewal: None.

7. Lease Subordinate. The Lease Agreement is subject and subordinate to (i) a certain Mortgage, dated June 28, 2019, from the Company and the Agency to The Canandaigua National Bank and Trust Company (the "Mortgagee") which is 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 Agency, the Company and the Mortgagee; and (iii) that certain Leaseback Agreement, dated as of June 1, 2019, between the Agency and the Company (the "Leaseback Agreement").

Property Address: 2921 Brighton-Henrietta Town Line Road, Rochester, NY 14623

Tax Map No.: 149.190-0001-002.110

Record and Return to:

Harris Beach PLLC

Attention: Lori A. Palmer, Paralegal

County Clerk Box #18

Viewed Lease Agreement 7-1-19 HA

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.

TOWNLINER PARTNERS LLC

By: [Signature]
Name: Sanford R. Abbey
Title: Manager

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY D/B/A IMAGINE MONROE POWERED BY COMIDA

By: [Signature]
Name: Jeffrey R. Adair
Title: Executive Director

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

On the 28 day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Sanford R. Abbey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

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

JORDAN E. MORGENSTERN
NOTARY PUBLIC, State of New York
Reg. #02MO6123600
Registered in Monroe County
Commission Expires March 7, 2021

On the 27ⁿ day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey R. Adair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

Lori A. Palmer
Notary Public, State of New York
Qualified in Monroe County
Commission Expires May 31, 2023

stewart title

Title Number: 7146735 (4th Amended)

Date Created: June 28, 2019

SCHEDULE A - DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in Lot #4, 3rd Range, Township 12, Range 7 of the Phelps & Gorham Purchase, Town of Henrietta, County of Monroe, State of New York, bounded and described as follows: Beginning at a point in south line of Brighton-Henrietta Town Line Road, (County Road #85), marking the northeast corner of land now or formerly owned by M-W Envelope Company, Inc.; running thence the following courses and distances along the south line of Brighton-Henrietta Town Line Road, N 86° 20' 16" E, 287.93 feet to a point and N 84° 59' 41" E, 123.79 feet to a point marking the northwest corner of land owned now or formerly by Alleson of Rochester, Inc.; thence S 3° 12' 07" E, along the west line of land owned now or formerly by Alleson of Rochester, Inc., 699.06 feet to a point in the north line of land owned by Conrail Corp. (formerly New York Central Railroad); thence S 86° 37' 00" W, along the north line of land owned by Conrail Corp., 606.51 feet to a point, marking the southeast corner of land now or formerly owned by M-W Envelope Company, Inc., as heretofore mentioned; thence N 12° 30' 38" E, along the east line of land now or formerly owned by said M-W Envelope Company, Inc., 721.76 feet to the point and place of beginning, comprising an area of 8.1214 acres, according to a survey made by Global Land Solutions and dated March 21, 2019 and lastly revised June 28, 2019.

Together with and subject to the non-exclusive easement rights, as set forth in a certain Reciprocal Easement Agreement dated September 30, 1985, recorded November 8, 1985 in Book 6806, Page 105, and a 40' wide reciprocal easement, as set forth in a certain Correction Warranty Deed dated August 24, 1994, recorded August 25, 1994 in Book 8514, Page 244.

Excepting and Reserving All that tract or parcel of land conveyed by Warranty Deed made by County of Monroe Industrial Development Agency and Alleson of Rochester, Inc. to Monroe County dated December 4, 1992 and recorded August 5, 1993 in Liber 8369 of Deeds, page 513.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 2119565

Book Page D 12204 0097

No. Pages: 4

Instrument: MEMO OF SUB LEASE

Control #: 201907010351

Ref #: TT0000021400

Date: 07/01/2019

Time: 10:18:23 AM

Return To:
HARRIS BEACH PLLC
ATTN: LORI A PALMER, PARALEGAL
COUNTY CLERK BOX #18

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT
AGENCY,
IMAGINE MONROE POWERED BY COMIDA,
TOWNLIN PARTNERS LLC,

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT
AGENCY,
IMAGINE MONROE POWERED BY COMIDA,
TOWNLIN PARTNERS LLC,

Recording Fee	\$26.00	
Pages Fee	\$15.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: HA
TP-584 Form Fee	\$5.00	
Total Fees Paid:	\$65.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$1.00

ADAM J BELLO

MONROE COUNTY CLERK



MEMORANDUM OF LEASEBACK AGREEMENT
Section 291-c of the Real Property Law
(Agency to Company) D26

THIS MEMORANDUM, dated as of June 1, 2019 (the "Memorandum of Leaseback"), is by and between the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY D/B/A IMAGINE MONROE POWERED BY COMIDA**, 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 8100, Rochester, New York 14614, as Lessor (the "Agency"), and **TOWNLIN PARTNERS LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 3055 Brighton-Henrietta Town Line Road, Rochester, New York 14623, as Lessee (the "Company").

1. Reference to Leaseback: That certain Leaseback Agreement, dated as of June 1, 2019 (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 Henrietta, Monroe County, New York, as more particularly described on Schedule A attached hereto (the "Leased Premises").

3. Term of Leaseback Agreement: Commencing June 1, 2019 and ending **December 31, 2030**.

4. Date of Commencement: June 1, 2019.

5. Date of Termination: December 31, 2030.

6. Rights of Extension or Renewal: None.

7. Leaseback Subordinate. The Leaseback Agreement is subject and subordinate to (i) a certain Mortgage, dated June 28, 2019 (the "Mortgage"), from the Company and the Agency to The Canandaigua National Bank and Trust Company (the "Mortgage"), which is 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").

Property Address: 2921 Brighton-Henrietta Town Line Road, Rochester, NY 14623

Tax Map No.: 149.190-0001-002.110

Record and Return to:

Harris Beach PLLC

Attention: Lori A. Palmer, Paralegal

County Clerk Box #18

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

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY D/B/A IMAGINE MONROE POWERED BY COMIDA

By: [Signature]
Name: Jeffrey R. Adair
Title: Executive Director

TOWNLINER PARTNERS LLC

By: [Signature]
Name: Sanford R. Abbey
Title: Manager

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

On the 27th day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey R. Adair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public
Lori A. Palmer
Notary Public, State of New York
Qualified in Monroe County
Commission Expires May 31, 2023

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

On the 28th day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Sanford R. Abbey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public
JORDAN E. MORGENSTERN
NOTARY PUBLIC, State of New York
Reg. #02MOA123600
Registered in Monroe County
Commission Expires March 7, 2021

stewart titleTitle Number: 7146735 (4th Amended)
Date Created: June 28, 2019

SCHEDULE A - DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in Lot #4, 3rd Range, Township 12, Range 7 of the Phelps & Gorham Purchase, Town of Henrietta, County of Monroe, State of New York, bounded and described as follows: Beginning at a point in south line of Brighton-Henrietta Town Line Road, (County Road #85), marking the northeast corner of land now or formerly owned by M-W Envelope Company, Inc.; running thence the following courses and distances along the south line of Brighton-Henrietta Town Line Road, N 86° 20' 16" E, 287.33 feet to a point and N 84° 59' 41" E, 123.79 feet to a point marking the northwest corner of land owned now or formerly by Alleson of Rochester, Inc.; thence S 3° 12' 07" E, along the west line of land owned now or formerly by Alleson of Rochester, Inc., 699.06 feet to a point in the north line of land owned by Conrail Corp. (formerly New York Central Railroad); thence S 86° 37' 00" W, along the north line of land owned by Conrail Corp., 606.51 feet to a point, marking the southeast corner of land now or formerly owned by M-W Envelope Company, Inc., as heretofore mentioned; thence N 12° 30' 38" E, along the east line of land now or formerly owned by said M-W Envelope Company, Inc., 721.76 feet to the point and place of beginning, comprising an area of 8.1214 acres, according to a survey made by Global Land Solutions and dated March 21, 2019 and lastly revised June 28, 2019.

Together with and subject to the non-exclusive easement rights, as set forth in a certain Reciprocal Easement Agreement dated September 30, 1985, recorded November 8, 1985 in Book 6806, Page 105, and a 40' wide reciprocal easement, as set forth in a certain Correction Warranty Deed dated August 24, 1994, recorded August 25, 1994 in Book 8514, Page 244.

Excepting and Reserving All that tract or parcel of land conveyed by Warranty Deed made by County of Monroe Industrial Development Agency and Alleson of Rochester, Inc. to Monroe County dated December 4, 1992 and recorded August 5, 1993 in Liber 8369 of Deeds, page 513.