

LAURA S. RUBERTO
lruberto@bsk.com
P: 315.738.1223
F: 315.724.2074

February 10, 2020

To the Parties on the
Attached Distribution List

*Re: City of Utica Industrial Development Agency 2019 Real Estate Lease
(DePaul Utica, LP Facility)*

Ladies and Gentlemen:

It recently came to our attention that the attached PILOT Agreement was not received by all parties on the attached distribution list. To avoid any doubt, we are enclosing a copy herewith.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,



Laura S. Ruberto
Paralegal

Enclosures

Distribution List

County:

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Anthony R. Carvelli
Commissioner of Finance
Oneida County Finance Department
800 Park Avenue
Utica NY 13501

Kathy Pilbeam, Director
Real Property Tax Services
Oneida County
800 Park Avenue
Utica, New York 13501

County of Oneida
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

City:

Robert Palmieri, Mayor
City of Utica
One Kennedy Plaza
Utica, New York 13502

Receiver of Taxes
City of Utica
Attn: Brian McClusky, Accountant
One Kennedy Plaza
Utica, New York 13502

William Morehouse, Comptroller
City of Utica
One Kennedy Plaza
Utica, New York 13502

School District:

Louis D. LaPolla, President
Board of Education
Utica City School District
106 Memorial Parkway
Utica, New York 13501

Bruce J. Karam, Superintendent
Utica City School District
106 Memorial Parkway
Utica, New York 13501

Receiver of Taxes
Utica City School District
Attn.: Pamela Backman, District
Treasurer
106 Memorial Parkway
Utica, New York 13501

LAURA S. RUBERTO
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July 31, 2019

HAND-DELIVERED

Lonnie Stedman, Assessor
City of Utica
One Kennedy Plaza
Utica NY 13502

*Re: City of Utica Industrial Development Agency 2019 Real Estate Lease
(DePaul Utica, LP Facility)*

Dear Mr. Stedman:

Enclosed you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced transaction. Attached to the Application is a copy of the Payment in Lieu of Tax Agreement, which is effective August 1, 2019.

We direct your attention to the fact that all PILOT bills should be delivered directly to the Company.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,



Laura S. Ruberto
Paralegal

Enclosures

c: Attached Distribution List (w/enclosures)

FILED

JUL 31 2019

Department of
Assessment & Taxation
Utica, NY

Distribution List

County:

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Anthony R. Carvelli
Commissioner of Finance
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**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX 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) **2. OCCUPANT (IF OTHER THAN IDA)**
(If more than one occupant attach separate listing)

Name City of Utica Industrial Development Agency
Street One Kennedy Plaza
City Utica NY 13502
Telephone no. Day (315) 792-0195
Evening () _____
Contact Jack Spaeth
Title Executive Director

Name DePaul Utica, LP
Street 1931 Buffalo Road
City Rochester NY 14624
Telephone no. Day () _____
Evening () _____
Contact Mark H. Fuller
Title President

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) _____
- b. Street address 1914 Dwyer Avenue, 309 Gilbert
Street and (no number assigned) Gilbert Street
- c. City, Town or Village Utica
- d. School District Utica City School District
- e. County Oneida
- f. Current assessment _____
- g. Deed to IDA (date recorded; liber and page)
Memo of Lease 07/23/19 #R2019- 000967

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

- a. Brief description (include property use) demolition of existing structure and construction of a 3-story, multi-family residential development consisting of 60 rental units with amenities, offices and parking
- b. Type of construction _____
- c. Square footage 63,000±
- d. Total cost See attached
- e. Date construction commenced _____
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
June 30, 2050

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 The Company will pay as PILOT Payments an amount equal to 8.50% of the Effective Gross Income of the Facility. See PILOT Agreement attached hereto.
- b. Projected expiration date of agreement June 30, 2050

c. Municipal corporations to which payments will be made

	Yes	No
County _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name DePaul Utica, LP
 Title Mark H. Fuller, President
 Address 1931 Buffalo Road
Rochester NY 14624

e. Is the IDA the owner of the property? Yes No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement. IDA owns leasehold interest.

Telephone _____

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 _____

7. A copy of this application, including all attachments, has been mailed or delivered on 7/31/19 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Vincent J. Gilroy, Jr., Chairman of
 Name Title
City of Utica Industrial Development Agency hereby certify that the information
 Organization

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

July 23, 2019
Date



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

Exhibit A

Application for Real Property Tax Exemption
(Form RP-412-a)
City of Utica Industrial Development Agency
(DePaul Utica, L.P. Facility)

4(d). Total Cost of Facility:

Acquisition of Land	\$ 113,000.00
Acquisition of Buildings	\$400,000.00
New Construction of Buildings	\$12,432,000.00
Furniture and Fixtures	\$254,970.00
Architectural/Engineering Fees	\$640,900.00
Interest on Interim Financings	\$384,000.00
Other (legal, environmental, consultants, Application fees, financing closing costs, developer fee)	\$5,129,206.00
Total Project Cost	\$19,354,076.00

DEPAUL UTICA, L.P.

and

CITY OF UTICA INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

City of Utica Industrial Development Agency
2019 Real Estate Lease
(DePaul Utica, LP Facility)

Oneida County, City of Utica, Utica City School District

Tax Account No.: 319.15-1-8

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of July 18, 2019, is by and among **DEPAUL UTICA, L.P.**, a limited partnership duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 1931 Buffalo Road, Rochester, New York 14624, as beneficial owner, (the "Company") and **DEPAUL UTICA HOUSING DEVELOPMENT FUND CORPORATION** (the "HDFC"), as fee owner and nominee for the Company, and **CITY OF UTICA INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at One Kennedy Plaza, Utica, New York 13502 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 710 of the Laws of 1981 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company desires to (i) acquire one parcel of land measuring 5.31± acres in the aggregate located at 1914 Dwyer Avenue in the City of Utica, Oneida County, New York (Tax No. 319.15-1-8) (collectively, the "Land") and the 40,000± square foot commercial building located thereon (the "Existing Improvements"); (ii) demolish the Existing Improvements; (iii) construct on the Land a three-story, 63,000± square foot multi-family residential development consisting of sixty (60) rental units, and amenities, offices and parking facilities to service the same (collectively, the "Improvements"); and (iv) acquire and install furniture, fixtures and equipment in the Improvements (the "Equipment"), all to be used for the purpose of providing low income and supported housing (the Land, the Existing Improvements, the Improvements and the Equipment are referred to collectively as the "Facility" and the acquisition, demolition, construction and equipping of the Facility is referred to collectively as the "Project"); and

WHEREAS, New York State Housing Finance Agency, a corporate governmental agency established pursuant to Article III of the New York State Private Housing Finance Law, constituting a public benefit corporation, having its principal place of business at 641 Lexington Avenue, New York, New York 10022 (the "HFA") intends to finance a portion of the costs of the Facility by issuing: (a) certain tax-exempt bonds to fund a mortgage loan in the principal amount of \$9,600,000 ("HFA Senior Loan") to be secured by a Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 18, 2019 from the Company and HDFC to HFA ("HFA Senior Mortgage"); and (b) a subordinate mortgage loan in the principal amount of \$6,306,960 ("HFA SHOP Subsidy Loan") to be secured by a certain HCR Subsidy 1 Mortgage dated as of July 18, 2019 from

the Company and HDFC to HFA (“HFA SHOP Subsidy Mortgage”); and (c) a subordinate mortgage loan in the principal amount of \$900,000 (“HFA Federal HTF Subsidy Loan”; collectively with the HFA SHOP Subsidy Loan, the “HFA Subsidy Loans”) to be secured by a certain HCR Subsidy 2 Mortgage dated as of July 18, 2019 from the Company and HDFC to HFA (“HFA Federal HTF Subsidy Mortgage”; collectively with the HFA SHOP Subsidy Mortgage, the “HFA Subsidy Mortgages”); and

WHEREAS, the HDFC is the fee owner of the Facility, as nominee for the Company pursuant to a Nominee Agreement dated January 25, 2019 (the “Nominee Agreement”) between the HDFC and the Company, and is entering into this PILOT Agreement for the limited purpose of its capacity as fee owner of the Facility; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to accept a leasehold interest in the Facility pursuant to a Lease Agreement dated of even date herewith and lease the Facility back to the Company and HDFC pursuant to the terms and conditions contained in a Leaseback Agreement dated of even date herewith; and

WHEREAS, the Company intends to further sublease individual residential units comprising the Facility to residential tenants (each a “Residential Sublessee” and collectively the “Residential Sublessees”); and

WHEREAS, the Agency has agreed to accept a leasehold interest to the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility is exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company commencing August 1, 2019, the taxable status date, (the “Exempt Taxes”), because the Agency has a leasehold interest in the Facility and the Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as sublessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the Leaseback Agreement from the first date of the Exemption Term (as that date is determined by the parties and described herein) through the term of the Leaseback Agreement (the “Exemption Term”); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an “Exemption Year”); and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the City of Utica, or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, Utica City School District and appropriate special districts described on Schedule A attached hereto (hereinafter each a “Taxing

Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, the PILOT Payments (as defined below) represent a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy"); and

WHEREAS, pursuant to Section 874 of the Act, the Agency sent a notice to the chief executive officer of each Taxing Authority providing a description of the PILOT Payments, the Agency's reasons for deviating from the Policy as well as the time and location of the meeting during which the Agency would consider a resolution approving the deviation from its Policy and the PILOT Payments; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:

(a) all taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Leaseback Agreement and the Leaseback Agreement for which the Facility is not exempt and, in all instances, using an assessed value calculated pursuant to 581-A of the Real Property Tax Law, no later than the last day during which such payments may be made without penalty.

2. (a) The Company shall pay to the City of Utica (the "City") an amount in lieu of the Exempt Taxes equal to 8.5% of the Effective Gross Income of the Facility (the "PILOT Payments") during each Exemption Year as described on Schedule B attached hereto. For the purposes of calculating PILOT Payments, "Effective Gross Income" or "EGI" shall be defined as actual collected rent from the Facility, including rental subsidies. The Company shall submit to the Agency annually, no later than February 28 (i) a certified statement attesting to the EGI for the Facility for the prior calendar year, including a calculation of the PILOT Payment based on the EGI; and (ii) a check payable to "City of Utica" for the full amount of the PILOT Payment. The City shall allocate the PILOT Payment among the Taxing Jurisdictions in the same pro-rata proportion that the Taxing Jurisdictions would have received taxes, if the Agency did not have a leasehold interest. For purposes of apportioning the PILOT Payment, the City shall use the tax rates for the prior Exemption Year. As an example, for Exemption Year 1, the Company shall submit a statement to the Agency no later than February 28, 2021 using the EGI for calendar year 2020. The PILOT Payment remitted with this statement will be applied to County year 2020, City year 2020-2021 and School District year 2020-2021.

(b) Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency

shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement. Notwithstanding anything to the contrary, the Company shall have the right to terminate this Agreement without penalty if the Company determines, in its sole discretion, that termination of this Agreement will result in a more beneficial tax treatment for the Company. The right of the Company to terminate this Agreement is subject in all respects to; (1) the provisions of Article 8 of the Leaseback Agreement, and the Lease Agreement and Leaseback Agreement shall terminate concurrently; and (2) prior written consent of the holder of the HFA Senior Mortgage or, upon full prepayment of the HFA Senior Loan anticipated at completion of construction of the Project, the holder of the HFA Subsidy Mortgages.

(c) Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, shall constitute an Event of Default under Section 7.1(a)(vi) of the Leaseback Agreement, and the Agency may take any one or all remedial steps afforded it in Section 7.2 of the Leaseback Agreement; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

(d) Anything herein to the contrary, notwithstanding, in the event of any default by the Company, the Company's Limited Partner (as defined in the Amended and Restated Limited Partnership Agreement of the Company) shall have fifteen (15) days for a monetary default and thirty (30) days in the case of any other default, after notice to the Company and the Limited Partner of such default, to cure or to cause to be cured the default complained of; and the Agency shall accept such performance by or at the instigation of the Limited Partner as if same had been done by the Company. If however such default cannot reasonably be expected to be cured within such period, then the Limited Partner will have reasonable additional time to cure such default provided the Limited Partner has commenced and continues to diligently pursue a cure.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to the City of Utica no later than February 28 of each Exemption Year. PILOT Payments that are delinquent under this Agreement shall be subject to a late penalty of five percent (5%) of the amount due which shall be paid by the Company to the City at the time the PILOT Payment is paid, and the City shall allocate the penalty among the Taxing Jurisdictions in the same pro-rata proportion that the Taxing Jurisdictions would have received taxes, if the Agency did not have a leasehold interest. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid to the affected Taxing Authority on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the payment is made.

4. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any

such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility using an assessed value calculated pursuant to 581-A of the Real Property Tax Law. The Company shall have the ability, in its sole discretion, to challenge such 581-A assessment.

6. This Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility with respect to any proposed assessment or change in assessment concerning the property (581-A or otherwise), or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will 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 taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company. The Company hereby unconditionally and irrevocably waives its rights, if any, to apply for and/or receive the benefit of, any other real property tax exemption including, without limitation, any real property tax exemptions that may be available under Section 485-b and Section 485-e of the Real Property Tax Law for so long as the PILOT Agreement is in effect, provided that nothing herein shall preclude the Company's rights pursuant to Section 581-a of the Real Property Tax Law. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, the Company shall not consolidate any other tax parcels into the tax parcels that are the subject of this Agreement, without the prior written consent of the Agency in each instance.

8. All amounts payable by the Company hereunder will be paid to the City and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the

remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto. Notwithstanding anything to the contrary, the Company shall have the right to terminate this Agreement without penalty if the Company determines, in its sole discretion, that termination of this Agreement will result in a more beneficial tax treatment for the Company. The right of the Company to terminate this Agreement is subject in all respects to: (1) the provisions of Article 8 of the Leaseback Agreement, and the Lease Agreement and Leaseback Agreement shall terminate concurrently; and (2) prior written consent of the holder of the HFA Senior Mortgage or, upon full prepayment of the HFA Senior Loan anticipated at completion of construction of the Project, the holder of the HFA Subsidy Mortgages.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested or (ii) when delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, to the Agency, the HFA, the Limited Partner or the Company, as the case may be, addressed as follows:

If to the Agency:

City of Utica Industrial Development Agency
One Kennedy Plaza
Utica, New York 13502
Attn.: Executive Director

With a Copy to:

Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501
Attn.: Linda E. Romano, Esq.

If to the Company:

DePaul Utica, LP
1931 Buffalo Road
Rochester, New York 14624
Attn.: James Whalen, Chief Financial Officer

With a Copy to:

Cannon Heyman and Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207
Attn.: Geoffrey Cannon, Esq.

If to HFA:

New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
Attention: Senior Vice President, Finance & Development, and
Attention: Senior Vice President and Counsel

If to Limited Partner:

NEF Assignment Corporation, as nominee
10 South Riverside Plaza, Suite 1700
Chicago, Illinois 60606

With a Copy to:

Barnes & Thornburg LLP
41 S. High Street, Suite 3300
Columbus, OH 43215-6104

provided, that the Agency, HFA, the Limited Partner or the Company may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

SIGNATURE PAGE OF IDA
(PILOT AGREEMENT)

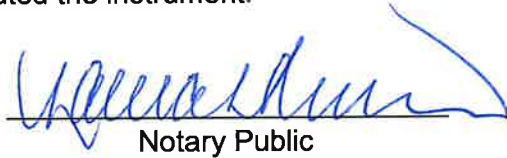
CITY OF UTICA INDUSTRIAL
DEVELOPMENT AGENCY

By:


Vincent J. Gilroy, Jr.
Chairman

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

On the 8th day of July 2019 before me, the undersigned a notary public in and for said state, personally appeared **Vincent J. Gilroy, Jr.**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



SCHEDULE A

COUNTY OF ONEIDA
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

City of Utica
Receiver of Taxes
City Hall
One Kennedy Plaza
Utica, New York 13502
Attn.: City Treasurer

UTICA CITY School District
Receiver of Taxes
106 Memorial Parkway
Utica, New York 13501
Attn.: Pamela Backman, Treasurer

SCHEDULE B

Exemption Year	EGI Certification Due	County Tax Year	City Tax Year	School Tax Year
1	2021	2020	2020-21	2020-21
2	2022	2021	2021-22	2021-22
3	2023	2022	2022-23	2022-23
4	2024	2023	2023-24	2023-24
5	2025	2024	2024-25	2024-25
6	2026	2025	2025-26	2025-26
7	2027	2026	2026-27	2026-27
8	2028	2027	2027-28	2027-28
9	2029	2028	2028-29	2028-29
10	2030	2029	2029-30	2029-30
11	2031	2030	2030-31	2030-31
12	2032	2031	2031-32	2031-32
13	2033	2032	2032-33	2032-33
14	2034	2033	2033-34	2033-34
15	2035	2034	2034-35	2034-35
16	2036	2035	2035-36	2035-36
17	2037	2036	2036-37	2036-37
18	2038	2037	2037-38	2037-38
19	2039	2038	2038-39	2038-39
20	2040	2039	2039-40	2039-40
21	2041	2040	2040-41	2040-41
22	2042	2041	2041-42	2041-42
23	2043	2042	2042-43	2042-43
24	2044	2043	2043-44	2043-44
25	2045	2044	2044-45	2044-45
26	2046	2045	2045-46	2045-46
27	2047	2046	2046-47	2046-47
28	2048	2047	2047-48	2047-48
29	2049	2048	2048-49	2048-49
30	2050	2049	2049-50	2049-50