

July 3, 2024

445 HAMILTON AVENUE, SUITE 1206  
WHITE PLAINS, NY 10601  
(914) 683-1200

**ADRIANA M. BARANELLO**  
ATTORNEY  
DIRECT: 914.298.3023  
FAX: 914.683.1210  
ABARANELLO@HARRISBEACH.COM

**TAX AGREEMENT**

**VIA CERTIFIED MAIL**  
**#9589071052700100599784**

Ms. Lynette Thomas-Braggs, Assessor  
Assessment Department  
Yonkers City Hall  
40 South Broadway, Room 100  
Yonkers, New York 10701

Re: Main Street Lofts Yonkers LLC ("Company") and City of Yonkers Industrial Development Agency ("Agency"): Tax Agreement and NYS Form RP-412-a, "Application for Real Property Tax Exemption"  
Section 1, Lot 501, Lead Lot 1 and Lots 101, 201, and 202,  
City of Yonkers, New York

Dear Ms. Thomas-Braggs:

On behalf of the City of Yonkers Industrial Development Agency, I have enclosed for you, the Assessor of the jurisdiction within which the above-referenced Premises is located, a completed and signed original "Application for Real Property Tax Exemption" on NYS Form RP-412-a with a copy of the underlying executed Tax Agreement.

Should you have questions, please contact me at (914) 298-3023. Thank you.

Very truly yours,



Adriana M. Baranello

Enclosures

cc: Affected Taxing Jurisdiction Officials  
indicated on Schedule A attached hereto (w/encs. – copies)

Schedule A

**Via Certified Mail**

**#9589071052700100599777**

The Honorable George Latimer  
Westchester County Executive  
148 Martine Avenue, 9<sup>th</sup> Floor  
White Plains, New York 10601

**Via Certified Mail**

**#9589071052700100599760**

Chairman Vedat Gashi  
Westchester County Board of Legislators  
800 Michaelian Office Building  
148 Martine Avenue, 8<sup>th</sup> Floor  
White Plains, New York 10601

**Via Certified Mail**

**#9589071052700100599753**

County Attorney  
Westchester County Attorney's Office  
Contracts and Real Estate Bureau  
148 Martine Avenue, 6<sup>th</sup> Floor  
White Plains, New York 10601

**Via Certified Mail**

**#9589071052700100599746**

Westchester County Department of Finance  
Attn: Commissioner of Finance  
148 Martine Avenue, Suite 720  
White Plains, New York 10601

**Via Certified Mail**

**#9589071052700100599739**

Westchester County Tax Commission  
Attn: Executive Director  
110 Dr. Martin Luther King Jr. Blvd.  
Room L-222  
White Plains, New York 10601

**Via Certified Mail**

**#9589071052700100599722**

The Honorable Michael Spano  
Mayor of the City of Yonkers  
Yonkers City Hall  
40 South Broadway, Room 200  
Yonkers, New York 10701

**Via Certified Mail**

**#9589071052700100599715**

Yonkers Corporation Counsel  
Yonkers City Hall  
40 South Broadway #300  
Yonkers, New York 10701

**Via Certified Mail**

**#9589071052700100599265**

Assessment Department  
Yonkers City Hall  
40 South Broadway, Room 100  
Yonkers, New York 10701  
Attn: Assistant Assessor



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)

Name City of Yonkers IDA  
Street 470 Nepperhan Ave., Suite 200  
City Yonkers, New York 10701  
Telephone no. Day (914) 609-8651  
Evening ( ) \_\_\_\_\_  
Contact Jaime McGill  
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Main Street Lofts Yonkers LLC  
Street c/o Kohl Partners LLC, 225 Route 303  
City Congers, New York 10920  
Telephone no. Day ( 845 ) 450-5121  
Evening ( ) \_\_\_\_\_  
Contact Eric Wolf  
Title Member

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) Block 501, Lots 101, 201 & 202
- b. Street address 66 Main Street
- c. City, Town or Village City of Yonkers
- d. School District Yonkers Public Schools
- e. County Westchester
- f. Current assessment \_\_\_\_\_
- g. Deed to IDA (date recorded; liber and page) Lease to IDA from CDA (06/28/2006; 461640472)

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

- a. Brief description (include property use) Critical maintenance, repairs and replacement of building systems, maintenance to elevators, parking garage and improvements to commercial tenant space at
- b. Type of construction Mixed Use (Residential / Retail)
- c. Square footage \_\_\_\_\_
- d. Total cost \_\_\_\_\_
- 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) December 31, 2040

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 Tax Agreement
- b. Projected expiration date of agreement December 31, 2040

c. Municipal corporations to which payments will be made

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

d. Person or entity responsible for payment

Name Main Street Lofts Yonkers LLC  
 Title Eric Wolf, Member  
 Address c/o Kohl Partners LLC  
225 Route 303, Congers, NY 10920

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.

Telephone (845) - 450-5121

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

Yes - Under PILOT Agreement dated as of December 1, 2005, as amended from time to time

If yes, list the statutory exemption reference and assessment roll year on which granted:

exemption NYS RP-412-a assessment roll year County: 2006 / City: 2006-07

7. A copy of this application, including all attachments, has been mailed or delivered on 07/03/24 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, Marlyn Anderson, Secretary of

Name	Title
<u>City of Yonkers Industrial Development Agency</u>	<u>Secretary</u>
Organization	

hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

June 6, 2024  
Date

X Marlyn Anderson  
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

**CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**MAIN STREET LOFTS YONKERS LLC**

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**TAX AGREEMENT**

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**Dated as of June 1, 2024**

**Affected Tax Jurisdictions:**

**Westchester County  
City of Yonkers**

**Street Address:**

**66 Main Street  
City of Yonkers  
Westchester County, New York**

**Tax Map No.:**

**Section: 1  
Block: 501  
Lots: 101, 201 and 202**

## TAX AGREEMENT

THIS TAX AGREEMENT (the "Agreement"), dated as of June 1, 2024, by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices located at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the "Agency") and **MAIN STREET LOFTS YONKERS LLC**, a Delaware limited liability company having offices at c/o Kohl Partners LLC, 225 Route 303, Congers, New York 10920 (the "Company").

### WITNESSETH:

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 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, for itself or on behalf of an entity to be formed has submitted an application (the "Application") to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (A) the acquisition or retention of the land commonly known as 66 Main Street, City of Yonkers (Section 1, Block 501, Lots 101, 201 and 202) (the "Land"); (B) the construction, improving and equipping on the Land of a residential facility containing (i) 170 residential rental units, of which 7 units are provided at or below 40% AMI and 28 units are provided at or below 50% AMI, (ii) related residential improvements and (iii) approximately 21,000 square feet of retail space (the "Improvements"); (C) the renovation, modernization and upgrading of the Improvements; and (D) the acquisition and installation in and around the Land and Improvements of certain items of equipment and other tangible personal property (the "Equipment", which together with the Land and Improvements are the "Facility"); and

WHEREAS, the Facility was first renovated and improved with the assistance of the Agency in 2007, and the Company is now seeking additional "financial assistance" as such term is defined in the Act for the purposes of completing critical maintenance, repairs and replacement of building systems, maintenance to elevators, the parking garage and improvements to the commercial tenant space; and

WHEREAS, pursuant to that certain Indenture of Trust dated December 1, 2005 (as amended and restated from time to time the "Indenture"), by and between the Agency as issuer, and Wells Fargo Bank, N.A. as trustee (the "Trustee"), the Agency issued its \$44,600,000 Original Principal Amount Variable Rate Demand Multi-Family Housing Revenue Bonds (Main Street Lofts Yonkers LLC Project), Series 2005 (the "Bonds"), for the benefit of the Company; and

WHEREAS, in connection with the issuance of the Bonds, the Agency and Yonkers Community Development Agency ("CDA") entered into a certain Agreement of Lease, dated December 1, 2005 (the "Original CDA Lease"), with the consent of the Company, a memorandum of which was recorded in the offices of the Westchester County Clerk on June 28,

2006, at Control Number 461640472, as amended by the First Amendment to Lease Agreement, dated December 1, 2011, a memorandum of which was recorded in the offices of the Westchester County Clerk on February 12, 2012, at Control Number 51093278 (the "First Amendment to CDA Lease" and together with the Original CDA Lease, the "CDA Lease"); and

WHEREAS, subject to the CDA Lease, the Company acquired fee title to the Land from CDA by Bargain and Sale Deed with Lien Covenant, dated October 3, 2014 (the "Original Deed"), which was recorded in the offices of the Westchester County Clerk on November 13, 2014, at Control Number 543163473, for which a Correction Deed, dated August 24, 2017 (the "Correction Deed" and together with the Original Deed, the "Deed"), which was recorded in the offices of the Westchester County Clerk on October 17, 2017, at Control Number 572343447; and

WHEREAS, in connection with the issuance of the Bonds, the Company and the Agency entered into a certain Lease Agreement, dated December 1, 2005 (the "Original Lease"), from the Agency to the Company, a memorandum of which was recorded in the offices of the Westchester County Clerk on June 28, 2006, at Control Number 461640513, as amended and restated by that certain Amended and Restated Lease Agreement, dated May 1, 2012 (the "First Amendment to Lease"), which was not recorded, as further amended and restated by that certain Second Amended and Restated Lease Agreement, dated August 29, 2017 (the "Second Amendment to Lease"), a memorandum of which was recorded in the offices of the Westchester County Clerk on October 13, 2017, at Control Number 572353204, as further amended by that certain Third Amendment to Lease Agreement, dated as of June 1, 2024 (the "Third Amendment to Lease", which together with the Original Lease, First Amendment to Lease, and Second Amendment to Lease are the "Lease Agreement"); and

WHEREAS, (i) the significant percentage of affordable units in the Facility promotes economic diversity among residents of the downtown area of the City, (ii) the residents of the "affordable" units include many low income seniors tenants, and (iii) many residents of the "affordable" units have been residents of the building for five or more years, which supports residential stability in the downtown area; and

WHEREAS, the Agency has determined that providing the Facility will accomplish, in part, its public purposes; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct, equip and renovate the Facility in accordance with the Application filed with the Agency; 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 charges as defined by Section 2.1 which shall be paid by the Company outside this Tax Agreement as billed by the respective third parties; 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 Agency for the benefit of Westchester County (the "County") and the City of Yonkers (the "City), inclusive



of the City of Yonkers Dependent School District (the “Dependent School District”, which together with the City and the County are collectively, the “Affected Tax Jurisdictions”); and

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 I - Payment in lieu of Ad Valorem Taxes.

Section 1.1 Exemption Application. A.) Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date **October 15, 2024** (the “Taxable Status Date”) of New York State Form RP-412-a Application For Real Property Tax Exemption (the “Exemption Application”) under Section 412-a of the New York State Real Property Tax Law (“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 for the periods set forth in Section 1.3. For purposes of the foregoing, “Real Estate Taxes” means all general levy real estate taxes levied against the Facility by the County and City, including Real Estate Taxes levied by the City for its Dependent School District, the Yonkers Public Schools. The Company shall provide 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, specifically including but not limited to Real Estate Taxes for years prior to and after the tax years covered by this Tax Agreement. 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 assessor or Board of Assessment Review by the Taxable Status Date.

B.) Agreement to Make Payments. The parties agree and acknowledge that payments made under this Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the RPTL and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on September 1 (“Payment Date”) of each year beginning on September 1, 2025 (for the benefit of the Affected Tax Jurisdictions), as an in lieu of tax payment, an amount equal to the Tax Payments as set forth on Schedule A (the “Tax Payments”) for the periods described in Section 1.3. **All Tax Payments shall be mailed to the Agency at: 470 Nepperhan Avenue,**



**Suite 200, Yonkers, New York 10701**, or as otherwise directed by the Agency. The Company hereby agrees to make all such Tax Payments without further notice or invoice from the Agency or the Affected Tax Jurisdictions. All checks shall be made payable as directed by the Agency from time to time.

(i) Except as provided herein, Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for the periods prior to the periods described in Section 1.3 and expressly waives and releases any and all rights it may have to any and all such refunds.

(ii) Notwithstanding the foregoing, on or after the date hereof through and including the Termination Date (as defined below), the Company shall have a one-time right to grieve the assessed value of the Facility for purposes of determining the amount of the Full Taxes (as defined in Schedule A hereto) on which basis the Tax Payments are calculated.

(iii) The Agency and the Company intend to establish a payment schedule of Tax Payments that are in lieu of real estate taxes with respect to the Facility that, absent a default by the Company or a change in law, shall provide tax certainty for the Company and revenue certainty for the Affected Tax Jurisdictions. The Tax Payments shall be calculated as provided for in Schedule A hereto.

(iv) Right to Grieve Assessed Value of the Property for Purposes of Calculating Full Taxes. Notwithstanding the foregoing, the Company shall, have the right to institute a judicial or other review of the assessed value of the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time; provided, however, other than the one-time right to grieve, pursuant to Section 1.1(B)(ii), that no such judicial or other review or settlement thereof shall have any effect on the Company's obligations under this Agreement, including, without limitation, the Company's obligation to make the Tax Payments when due. Such judicial or other review shall only be for purposes of setting the assessed value of the Facility as though the Facility was on the tax rolls of each Affected Tax Jurisdiction as taxable real property but shall have no effect on the other terms of this Agreement or the tax-exempt status of the Facility during the term of this Agreement. Furthermore, the Company shall not seek a refund of any Tax Payments or taxes paid or to be paid and expressly waives and releases its right to seek such refund on the basis of judicial or other review or settlement except in connection with any successful grievance pursuant to 1.1(B)(ii).

(v) Right to Grieve Assessed Value of the Property for Purposes of Calculating Special Charges. At any time during the term of this Agreement, other than as provided for in Section 1.1(B)(ii) above, the Company shall only be entitled to institute a grievance which would cause an adjustment of the Special Charges (as defined in Section 2.1) and the Company shall be limited to the right to refunds related to grievances involving Special Charges.

(vi) Except as set forth herein, the Tax Payments as set forth in Schedule A shall not

be contested, grieved or refuted during and for the term of this Agreement and the Company shall not seek a refund of any Tax Payments or taxes paid or to be paid.

(vii) Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.2 Valuation of Future Additions to the Facility. If there shall be a future addition to the Facility that has not been described in the Application constructed or added in any manner after the date of this 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 evidence 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 Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax 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 Tax Payment until a different Tax Payment shall be established. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax 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 Tax Payment(s).

### 1.3 Period of Benefits.

The tax benefits provided for herein shall be deemed to include: (i) the 2026 County tax year through the 2040 County tax year and (ii) the 2025-2026 City tax year through the 2039-2040 City tax year. **This Tax Agreement shall expire on December 31, 2040** (the "Termination Date") (with the understanding that the Company will be making a payment hereunder for the 2041 County tax year and the 2040-2041 City tax year in the amounts as if the Agency were not in title on the tax lien 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 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 RPTL; provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the Agency and the Company. 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 II - Special District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments:* Special district charges, special assessments, special ad valorem levies specifically including but not limited to charges imposed by the City of Yonkers for frontage feet (“CC001”); Housing Units (“CC002”); ETPA Charge (“CC003”); and a Safety Inspection Fee (“CC004”) and district charges including but not limited to pure water charges and Westchester County sewer district charges (collectively the “Special Charges”), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

2.2 The Company agrees to pay, as the same respectively become due, (i) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other property installed or brought by the Company therein or thereon, including without limiting the generality of the foregoing any taxes levied upon or with respect to the income or revenues of the Agency from the Facility; (ii) all utility and other charges, including “service charges”, incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Facility, and (iii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated to pay only such installments as are required to be paid during the Lease Term (as such term is defined in the Lease Agreement).

Section III - Transfer of Facility.

3.1 In the event this 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.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.2 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as reasonably requested from time to time.

Section V - Changes in Law.

5.1 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 VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Lease Agreement after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Date, 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 I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, 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 the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 Prior to exercising any remedy hereunder, any Mortgagee, as defined in the Lease Agreement shall be afforded notice and the cure rights set forth in such section, as if such section were set forth in full herein.

Section VII - Assignment.

7.1 No portion of any interest in this 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 VIII – Miscellaneous.

8.1 This 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 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: City of Yonkers Industrial Development Agency  
470 Nepperhan Avenue, Suite 200  
Yonkers, New York 10701  
Attn: President/CEO

With Copy To: Harris Beach PLLC  
445 Hamilton Avenue, Suite 1206  
White Plains, New York 10601  
Attn: Michael V. Curti, Esq.

To the Company: Main Street Lofts Yonkers LLC  
c/o MONTICELLOAM  
600 Third Avenue, 21st Floor  
New York, New York 10016  
Attn: Jonathan Litt

With Copy To: Katten Muchin Rosenman LLP  
1919 Pennsylvania Avenue, Suite 800  
Washington, D.C. 20006  
Attn: Jeffrey S. Scharff, 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. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

8.3 This 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 Westchester 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 any member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this 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 (other than the Company), 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, (other than the Company) 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 Agreement.


[The Balance of This Page Intentionally Left Blank]



[Signature Page to Tax Agreement]

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

**CITY OF YONKERS INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Marlyn Anderson  
Title: Secretary

**MAIN STREET LOFTS YONKERS LLC**  
a Delaware Limited Liability Company

By: Kohl Managers, LLC, its Manager

By: \_\_\_\_\_  
Name: Alan Litt  
Title: Manager

[Signature Page to Tax Agreement]

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

**CITY OF YONKERS INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_

Name: Marlyn Anderson

Title: Secretary

**MAIN STREET LOFTS YONKERS LLC**  
a Delaware Limited Liability Company

By: Kohl Managers, LLC, its Manager

By:  \_\_\_\_\_

Name: Alan Litt

Title: Manager

**SCHEDULE A**

to

Tax Agreement

Dated as of June 1, 2024

by and between

City of Yonkers Industrial Development Agency  
and Main Street Lofts Yonkers, LLC

Pursuant to the terms of Section 1.1 of this Tax Agreement, "Tax Payments" shall mean an amount per annum equal to the following amounts for the period designated:

City Tax Year	County Tax Year	Tax Agreement Year	PILOT Baseline: Full Taxes + maximum 2% Annual Increase
2025-2026	2026	1	FULL TAXES <sup>1</sup>
2026-2027	2027	2	YEAR 1 PILOT + MAXIMUM of 2% Increase
2027-2028	2028	3	YEAR 2 PILOT + MAXIMUM of 2% Increase
2028-2029	2029	4	YEAR 3 PILOT + MAXIMUM of 2% Increase
2029-2030	2030	5	YEAR 4 PILOT + MAXIMUM of 2% Increase
2030-2031	2031	6	YEAR 5 PILOT + MAXIMUM of 2% Increase
2031-2032	2032	7	YEAR 6 PILOT + MAXIMUM of 2% Increase
2032-2033	2033	8	YEAR 7 PILOT + MAXIMUM of 2% Increase
2033-2034	2034	9	YEAR 8 PILOT + MAXIMUM of 2% Increase
2034-2035	2035	10	YEAR 9 PILOT + MAXIMUM of 2% Increase

<sup>1</sup> Full Taxes shall mean all property taxes, not including Special District Charges, payable with respect to the Facility calculated in an amount equal to the amounts that would have been paid if the Agency were not in title and no exemption was available.

2035-2036	2036	11	YEAR 10 PILOT + MAXIMUM of 2% Increase
2036-2037	2037	12	YEAR 11 PILOT + MAXIMUM of 2% Increase
2037-2038	2038	13	YEAR 12 PILOT + MAXIMUM of 2% Increase
2038-2039	2039	14	YEAR 13 PILOT + MAXIMUM of 2% Increase
2039-2040	2040	15	YEAR 14 PILOT + MAXIMUM of 2% Increase

- If Full Taxes are less than the PILOT + 2% increase then the full tax amount.
- The Company will pay Tax Payments in an amount equivalent to 100% of Full Taxes with no abatement, subject to a cap so that no annual payment is more than 2% higher than the prior year's payment. For example, if any year's payment is more than 2% greater than the prior year's, the Company will pay an amount equal to the prior year's payment, plus 2%.
- The Agency interest in the Facility shall expire on **December 31, 2040**. The Company shall pay the 2041 County tax bill and the 2040-2041 City tax bill and tax bills for all subsequent tax years 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. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement.
- Does NOT include Special District Charges - City will send separate bill.

## EXHIBIT A

### Legal Description Of Real Property

#### Block 501 Lead Lot 1 and Lots 101, 201 and 202 - (Formerly Lots 1, 3, 4, 5, 42, 44, 45, 46 and 47)

ALL that certain plot, piece or parcel of land, situate lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Northerly side of Hudson Street with the Easterly side of Hawthorne Avenue;

RUNNING THENCE Northerly along the Easterly side of Hawthorne Avenue 250.11 feet to the intersection of the said Easterly side of Hawthorne Avenue with the Southerly side of Main Street;

RUNNING THENCE Easterly along the Southerly side of Main Street which forms an interior angle of 90 degrees 16 minutes 40 seconds with the Easterly side of Hawthorne Avenue, a distance of 90.00 feet to an angle point;

THENCE continuing easterly along the southerly side of Main Street which forms an interior angle of 183 degrees 19 minutes 10 seconds with the last described course, a distance of 125.95 feet to the westerly line of land now or formerly of Valine Realty Corp.;

RUNNING THENCE southerly along said land now or formerly of Valine Realty Corp., in part through an old party wall, along a line which forms an interior angle of 85 degrees 52 minutes 40 seconds with the last described course, a distance 118.88 feet to the northerly line of land now or formerly of 35 Hudson St. Realty,

RUNNING THENCE westerly along the northerly line of said land now or formerly of 35 Hudson St. Realty, Inc. which forms an interior angle of 90 degrees 31 minutes 30 seconds with the last described course, a distance of 30.86 feet;

RUNNING THENCE southerly at right angles to the last described course, a distance of 1.57 feet to the northerly line of land now or formerly of Sayegh Auto Body, Inc.;

RUNNING THENCE along the northerly line of land now or formerly of Sayegh Auto Body, Inc. the following course and distances:

In a westerly direction at right angles to the last described courses, a distance of 43.75 feet,

In a northerly direction at right angles to the last described courses, a distance of 0.92 feet and

In the westerly direction at right angles to the last described courses, a distance of 25.00 feet;

RUNNING THENCE southerly at right angles to the last described courses, a distance of 138.92 feet to the northerly side of Hudson Street;

RUNNING THENCE westerly along the northerly side of Hudson Street and at right angles to the last described course, a distance of 115.00 feet to the corner formed by the intersection of the easterly side of Hawthorne Avenue with the northerly side of Hudson Street to the point and place of BEGINNING.