

May 24, 2024

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NEW YORK 10601
914.683.1200

TAX AGREEMENT

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

CERTIFIED MAIL

#9589071052700100599630

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

Re: Warburton Avenue Apartments, LLC ("Company") and City of Yonkers
Industrial Development Agency: Tax Agreement and NYS Form RP-412-a,
"Application for Real Property Tax Exemption"

247 Woodworth Avenue (Section 2, Block 2115, Lot 38); 249 Woodworth Avenue
(Section 2, Block 2115, Lot 37); 247 (a/k/a 251) Woodworth Avenue (Section 2,
Block 2115, Lot 36); 253 Woodworth Avenue (Section 2, Block 2115, Lot 35); 255
Woodworth Avenue (Section 2, Block 2115, Lot 34); 248 Woodworth Avenue
(Section 2, Block 2116, Lot 16); 250 Woodworth Avenue (Section 2, Block 2116,
Lot 17); 254 Woodworth Avenue (Section 2, Lot 2116, Lot 18); 262-A Woodworth
Avenue (Section 2, Block 2116, Lot 21); 32 Point Street (Section 2, Block 2116,
Lot 22); 305 Warburton Avenue (Section 2, Block 2116, Lot 32); 309 Warburton
Avenue (Section 2, Block 2116, Lot 28); 317 Warburton Avenue (Section 2, Block
2116, Lot 27); 319 Warburton Avenue (Section 2, Block 2116, Lot 26); and 321
Warburton Avenue (Section 2, Block 2116, Lot 24)

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) 298-3026. Thank you.

Very truly yours,



Adriana M. Baranello

Enclosures

Schedule A

Via Certified Mail

#9589071052700100599623

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

Via Certified Mail

#9589071052700100599609

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

Via Certified Mail

#9589071052700100599586

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

Via Certified Mail

#9589071052700100599562

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

Via Certified Mail

#9589071052700100599616

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

Via Certified Mail

#9589071052700100599593

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

Via Certified Mail

#9589071052700100599579

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

#9589071052700100599555

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) 509-8651
Evening () _____
Contact Jaime McGill
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Warburton Avenue Apartments, LLC
Street 1000 University Avenue, Suite 500
City Rochester, New York 14607
Telephone no. Day (585) 324-0500
Evening () _____
Contact Barbara Ross
Title Chief Administrative Officer

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
Please see attached Schedule A
- b. Street address Please see attached Schedule A
- 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)
Deed to IDA (pending; pending)

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

- a. Brief description (include property use) Construction, reconstruction, renovation and equipping of an approx. 93 income restricted studio and one-bedroom housing rental units for seniors aged 62 and over, with one manager's unit
- b. Type of construction _____
- c. Square footage _____
- d. Total cost _____
- e. Date construction commenced Immediately
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2055

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, 2055

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 Warburton Avenue Apartments, LLC
 Title Attn: Barbara Ross, Chief Administrative Officer
 Address 1000 University Avenue, Suite 500, Rochester, NY 10607

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 (585) 324-0500

6. Is the property receiving or has the property ever received any other exemption from real property taxation?

(check one) Yes No see attached

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 5/24/24 (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
City of Yonkers Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

5/15/24
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

Question 6 Addendum:

Property has prior statutory exemption:

Y/N	Type	Parcel
YES	13350 – City Owned	247 Woodworth Avenue (Section 2, Block 2115, Lot 38)
YES	13350 – City Owned	249 Woodworth Avenue (Section 2, Block 2115, Lot 37)
YES	13350 – City Owned	247 (a/k/a 251) Woodworth Avenue (Section 2, Block 2115, Lot 36)
YES	13350 – City Owned	253 Woodworth Avenue (Section 2, Block 2115, Lot 35)
YES	13350 – City Owned	255 Woodworth Avenue (Section 2, Block 2115, Lot 34)
YES	13350 – City Owned	248 Woodworth Avenue (Section 2, Block 2116, Lot 16)
YES	13350 – City Owned	250 Woodworth Avenue (Section 2, Block 2116, Lot 17)
YES	13350 – City Owned	254 Woodworth Avenue (Section 2, Lot 2116, Lot 18)
YES	13350 – City Owned	262-A Woodworth Avenue (Section 2, Block 2116, Lot 21)
YES	13350 – City Owned	32 Point Street (Section 2, Block 2116, Lot 22)
NO		305 Warburton Avenue (Section 2, Block 2116, Lot 32)
NO		309 Warburton Avenue (Section 2, Block 2116, Lot 28)
YES	13350 – City Owned	317 Warburton Avenue (Section 2, Block 2116, Lot 27)
YES	13350 – City Owned	319 Warburton Avenue (Section 2, Block 2116, Lot 26)
NO		321 Warburton Avenue (Section 2, Block 2116, Lot 24)

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

WARBURTON AVENUE APARTMENTS, LLC

TAX AGREEMENT

Dated:

As of May 22, 2024

Street Addresses and Tax Map Nos.:

247 Woodworth Avenue (Section 2, Block 2115, Lot 38)
249 Woodworth Avenue (Section 2, Block 2115, Lot 37)
247 (a/k/a 251) Woodworth Avenue (Section 2, Block 2115, Lot 36)
253 Woodworth Avenue (Section 2, Block 2115, Lot 35)
255 Woodworth Avenue (Section 2, Block 2115, Lot 34)
248 Woodworth Avenue (Section 2, Block 2116, Lot 16)
250 Woodworth Avenue (Section 2, Block 2116, Lot 17)
254 Woodworth Avenue (Section 2, Lot 2116, Lot 18)
262-A Woodworth Avenue (Section 2, Block 2116, Lot 21)
32 Point Street (Section 2, Block 2116, Lot 22)
305 Warburton Avenue (Section 2, Block 2116, Lot 32)
309 Warburton Avenue (Section 2, Block 2116, Lot 28)
317 Warburton Avenue (Section 2, Block 2116, Lot 27)
319 Warburton Avenue (Section 2, Block 2116, Lot 26)
321 Warburton Avenue (Section 2, Block 2116, Lot 24)

City of Yonkers
Westchester County, New York

TAX AGREEMENT

THIS TAX AGREEMENT (the “Agreement”), dated as of May 22, 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 **WARBURTON AVENUE APARTMENTS, LLC**, a limited liability company organized and existing under the laws of the State of New York, having its principal office at 1000 University Avenue, Suite 500, Rochester, New York 14607 (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 has submitted an application dated March 17, 2022 (the “Application”) to the Agency requesting the Agency's assistance with respect to a certain project (the “Project”) consisting of: (i) the acquisition or retention of the land commonly known as (i) 317 Warburton Avenue (Section 2, Block 2116, Lot 27); 319 Warburton Avenue (Section 2, Block 2116, Lot 26); 321 Warburton Avenue (Section 2, Block 2116, Lot 24); 262-A Woodworth Avenue (Section 2, Block 2116, Lot 21); 250 Woodworth Avenue (Section 2, Block 2116, Lot 17); 248 Woodworth Avenue (Section 2, Block 2116, Lot 16); 255 Woodworth Avenue (Section 2, Block 2115, Lot 34); 253 Woodworth Avenue (Section 2, Block 2115, Lot 35); 247 Woodworth Avenue (Section 2, Block 2115, Lot 36) (which may also be known as 251 Woodworth Avenue); 249 Woodworth Avenue (Section 2, Block 2115, Lot 37); and 247 Woodworth Avenue (Section 2, Block 2115, Lot 38), and 32 Point Street (Section 2, Block 2116, Lot 22) (collectively, the “Subject Property”); 305 Warburton Avenue (Section 2, Block 2116, Lot 32), 309 Warburton Avenue (Section 2, Block 2116, Lot 28), and 254 Woodworth Avenue (Section 2, Lot 2116, Lot 18) (collectively the “Private Property” which together with the Subject Property is the “Land”), City of Yonkers, New York; (ii) the construction, renovation, improving, maintaining and equipping on the Land of approximately 93 income restricted studio and one-bedroom affordable housing rental units for seniors aged 62 and over and one manger’s unit, to be known as the James L. Simmons Senior Apartments (the “Improvements”); and (iii) 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, in order to induce the Company to acquire, renovate, construct, reconstruct and equip the Facility, the Agency is willing to take title to or a leasehold interest in the Facility pursuant to a certain lease agreement, dated as of May 22, 2024 (as may be amended, restated and/or supplemented from time to time, the “Company Lease Agreement”), by and between the Company, as lessor, and the Agency; as lessee; and

WHEREAS, the Agency will lease its interest in the Facility back to the Company and the HDFC pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of May 22, 2024 (as may be amended, restated and/or supplemented from time to time, the "Leaseback Agreement"; and, together with the Company Lease Agreement, the "Lease Agreements"), by and between the Agency, as sublessor, and the Company, as sublessee; 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 and the City of Yonkers, inclusive of the City of Yonkers Dependent School District (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 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 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 Leaseback 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 assessors or Board of Assessment Review by the Taxable Status Date.

The Company shall submit with each Tax Payment a certificate executed by the Company's managing member together with any applicable audit or other financial statements showing the Company's gross rental income at the Facility for the prior year (the "Tax Certificate"). The Company hereby agrees to provide any additional information requested by the Agency or its counsel not contained in the Tax Certificate as of its date of submission. The Company covenants to keep accurate records and books of account in accordance with generally accepted accounting principles consistently applied and to have its financial statements examined annually by an independent public accountant. At the request of the Agency or its counsel, the Company will provide the Agency with any such audited financial statements.

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 Real Property Tax Law 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: City of Yonkers Industrial Development Agency (Attn: Executive Director), 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) The Company hereby waives any and all rights it may have to any refund of prior tax payments or real estate taxes for the periods prior to the periods described in Section 1.3.

(ii) The Agency and the Company intend to establish a fixed 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 Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any tax payments or real estate taxes paid or to be paid for periods prior to the periods described in Section 1.3. Any grievance the Company institutes shall only cause an adjustment in the Special Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving the Special Charges. Notwithstanding the foregoing or any provision to the contrary, the right of the Company to institute a grievance with respect to Real Estate Taxes shall be strictly limited by the terms of this Agreement; and

any grievance the Company institutes shall only cause an adjustment in the Special Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving Special Charges. Notwithstanding any provision to the contrary, 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 paid or to be paid.

(iii) 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.

(iv) Notwithstanding anything to the contrary, in no event shall the Tax Payments in a given year exceed the amount that the Company would have paid in real property taxes for such year if the Agency were not in title, no exemption was available and the property were on the non-exempt side of the tax roll.

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 2055 County tax year and (ii) the 2025-2026 City tax year through the 2054-2055 City tax year. **This Tax Agreement shall expire on December 31, 2055** (with the understanding that the Company will be making a payment hereunder for 2056 County tax year and the 2055-2056 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 New York Real Property Tax Law ("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 fees ("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.

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 as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise 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.

4.2 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.

4.3 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 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 Agreements 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 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 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 Lender (as defined in the Leaseback Agreement dated the date hereof), and/or the Company's investor member, between the Agency and the Company, shall be afforded notice and the cure rights set forth in such Section 9.13 of the Leaseback Agreement, 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, except that an assignment to a Related Person, as defined in the Leaseback Agreement shall require prior notice to, but not prior written consent of, the Agency, 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, provided however, in the event of a foreclosure by a Lender (as defined in the Leaseback Agreement) or the acceptance by a Lender of a deed in lieu of foreclosure, this Agreement shall remain in full force and effect, provided that all Tax Payments are being made and there are no arrears due to the Agency, for eighteen (18) months following (i) commencement of such foreclosure, or (ii) acceptance of a deed in lieu of foreclosure, whichever is earlier, which period may be extended upon request by the Lender in the reasonable discretion of the Agency.

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
Attention: President/CEO

With Copy To: Harris Beach PLLC
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601
Attn: Shawn M. Griffin, Esq.

To the Company: Warburton Avenue Apartments, LLC
c/o Conifer LLC
1000 University Avenue, Suite 500
Rochester, New York 14607
Attn: General Counsel

With Copy To: Conifer Realty, LLC
1000 University Avenue, Suite 500
Rochester, New York 14607
Attn: General Counsel

And to: Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Attn: Christopher N. Ollinick, Esq.

To the Lender: TD Bank, N.A.
1701 Route 70 East
Cherry Hill, New Jersey 08034
Attn: Susan Taylor, Vice President

With Copy To: Phillips Lytle LLP
28 E. Main Street, Suite 1400
Rochester, New York 14614
Attn: Victoria L. Grady, Esq.

To the Investor
Member: RSE Warburton, LLC
c/o Red Stone Equity Partners, LLC
90 Park Avenue, 28th Floor
New York, NY 10016
Attn: General Counsel

With Copy To: Nixon Peabody LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attention: Roger W. Holmes, Esq.

To CDT: The Community Development Trust, LP
1350 Broadway, Suite 700
New York, New York 10018
Attention: Christopher Blair

With Copy To: Krooth & Altman LLP
1850 M Street NW, Suite 400
Washington, DC 20036
Attention: Andrew J. Rogers, 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 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 (except 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 (except 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: Marlyn Anderson
Name: Marlyn Anderson
Title: Secretary

**WARBURTON AVENUE
APARTMENTS, LLC**

By: Warburton Avenue Apartments Managing
Member, LLC
By: Conifer Realty, LLC

By: _____
Name: Barbara Ross
Title: Chief Administrative Officer

[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

**WARBURTON AVENUE
APARTMENTS, LLC**

By: Warburton Avenue Apartments Managing
Member, LLC

By: Conifer Realty, LLC

By: Barbara Ross

Name: Barbara Ross

Title: Chief Administrative Officer

SCHEDULE A

to

Tax Agreement

Dated as of May 22, 2024

by and between

City of Yonkers Industrial Development Agency
and Warburton Avenue Apartments, 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	Percent of Full Taxes	Estimated Tax Payments
2025-2026	2026	1	Land Tax	52,000
2026-2027	2027	2	Land Tax	53,000
2027-2028	2028	3	30%	61,012
2028-2029	2029	4	30%	62,049
2029-2030	2030	5	33%	69,414
2030-2031	2031	6	33%	70,594
2031-2032	2032	7	35%	76,145
2032-2033	2033	8	35%	77,440
2033-2034	2034	9	37%	83,257
2034-2035	2035	10	37%	84,672
2035-2036	2036	11	40%	93,093
2036-2037	2037	12	40%	94,676
2037-2038	2038	13	45%	108,321
2038-2039	2039	14	50%	122,403
2039-2040	2040	15	55%	136,932
2040-2041	2041	16	57%	144,324

2041-2042	2042	17	60%	154,502
2042-2043	2043	18	65%	170,223
2043-2044	2044	19	70%	186,434
2044-2045	2045	20	75%	203,146
2045-2046	2046	21	80%	220,373
2046-2047	2047	22	85%	238,127
2047-2048	2048	23	90%	256,420
2048-2049	2049	24	95%	275,267
2049-2050	2050	25	95%	279,947
2050-2051	2051	26	95%	284,706
2051-2052	2052	27	97%	295,642
2052-2053	2053	28	97%	300,667
2053-2054	2054	29	97%	305,779
2054-2055	2055	30	99%	317,389

- Land Tax shall mean Full Taxes assuming unimproved land at the Facility.
- The Estimated Tax Payments sums are estimated and provided for illustrative purposes only.
- The Agency interest in the Facility shall expire on **December 31, 2055**. The Company shall pay the 2056 County tax bill and the 2055-2056 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. Full Taxes means all property taxes payable with respect to the Facility calculated in an amount equal to the amounts that would be paid if the Agency were not in title and no exemption was available.
- Does NOT include Special District Charges - City will send separate bill.