

# 2026-219

**HARRIS BEACH MURTHA**  
ATTORNEYS AT LAW

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

**ADRIANA M. BARANELLO**  
ASSOCIATE  
DIRECT: (914).298.3023  
FAX: 914.683.1210  
ABARANELLO@HARRISBEACHMURTHA.COM

April 24, 2026

**VIA FEDERAL EXPRESS**

**#8710-3828-6205**

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

RE: City of Yonkers Industrial Development Agency and Miroza T4 LLC –  
NYS Form RP-412-a and Tax Agreement

Dear Ms. Thomas-Braggs:

On behalf of the City of Yonkers Industrial Development Agency (the "Agency"), please find enclosed a completed and signed NYS Form RP-412-a, "Application for Real Property Tax Exemption" (the "Application") along with a copy of that certain Tax Agreement, dated as of April 16, 2026 (the "Tax Agreement"), by and between the Agency and Miroza T4 LLC.

This letter is being transmitted to you and each Affected Taxing Jurisdiction associated with the Property described within Tax Agreement. Please do not hesitate to contact the undersigned with any questions or for additional information.

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

Very truly yours,



Adriana M. Baranello

Enclosures

Ms. Lynette Thomas-Braggs, Assessor  
April 24, 2025  
Page 2

Schedule A

**Via Certified Mail**

**#9489-0090-0027-6768-9065-36**

The Hon. Kenneth W. Jenkins  
County Executive  
Michaelian Office Building  
148 Martine Avenue, 9<sup>th</sup> Floor  
White Plains, New York 10601

**Via Certified Mail**

**#9489-0090-0027-6768-9065-50**

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**

**#9489-0090-0027-6768-9065-74**

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**

**#9489-0090-0027-6768-9065-98**

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

**Via Certified Mail**

**#9489-0090-0027-6768-9065-43** ✓

The Hon. Vedat Gashi, Chairman  
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**

**#9489-0090-0027-6768-9065-67**

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

**Via Certified Mail**

**#9489-0090-0027-6768-9065-81**

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



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 Industrial Development Agency  
Street 470 Nepperhan Avenue, Ste. 200  
City Yonkers, New York 10701  
Telephone no. Day (904) 509-8659  
Evening ( ) \_\_\_\_\_  
Contact Jamie McGill  
Title Executive Director

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name Miroza T4 LLC  
Street PO Box 155  
City Lawrence, NY 11559  
Telephone no. Day ( 516) 568-5259  
Evening ( ) \_\_\_\_\_  
Contact Jacob Klein  
Title Authorized Representative

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year) Section 4; Block 4076; Lot 10 (f/k/a p/o Lot 9)
- b. Street address 599 Ridge Hill Boulevard  
(f/k/a p/o 601 Ridge Hill Boulevard)
- c. City, Town or Village Yonkers
- d. School District City of Yonkers
- e. County Westchester
- f. Current assessment \_\_\_\_\_
- g. Deed to IDA (date recorded; liber and page)  
Lease to IDA (pending; pending)  
Leaseback (pending; pending)

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

- a. Brief description (include property use) Property is a new lot partitioned from an existing IDA project. Presently vacant.
- b. Type of construction \_\_\_\_\_
- 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, 2038

**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 Please see attached Tax Agreement for Lot 10.  
\_\_\_\_\_  
\_\_\_\_\_

- b. Projected expiration date of agreement December 31, 2038

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 type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Miroza T4 LLC  
 Title Authorized Representative  
 Address PO Box 155  
Lawrence, NY 11559

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

If "No" identify owner and explain IDA rights or interest Telephone (516)568-5259  
in an attached statement. NO - IDA HAS A LEASEHOLD INTEREST IN THE PROPERTY.

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

If yes, list the statutory exemption reference and assessment roll year on which granted:  
exemption RP-412-a assessment roll year 2024

7. A copy of this application, including all attachments, has been mailed or delivered on 04/24/2026 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, Susan Gerry, Secretary of \_\_\_\_\_

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

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

2/20/26  
Date

[Signature]  
Signature

**FOR USE BY ASSESSOR**

- Date application filed \_\_\_\_\_
- Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
- Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
- Special assessments and special as valorem levies for which the parcel is liable:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's signature

**CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**MIROZA T4 LLC**

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**TAX AGREEMENT**

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**Dated as of April 16, 2026**  
**Effective as of February 18, 2022**

**Affected Tax Jurisdictions:**

**Westchester County**  
**City of Yonkers**

**Street Address:**

**599 Ridge Hill Boulevard**  
**(f/k/a p/o 601 Ridge Hill Boulevard)**  
**City of Yonkers, NY 10710**  
**County of Westchester**

**Tax Map No.:**

**Section: 4, Block 4076, Lot 10**  
**(f/k/a p/o Section: 4, Block 4076, Lot 9)**

## TAX AGREEMENT

THIS TAX AGREEMENT (the “Agreement”), dated as of April 16, 2026 and effective as of February 18, 2022, 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 **MIROZA T4 LLC**, a New York limited liability company having offices PO Box 155, Lawrence, New York 11559 (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, by resolutions previously adopted by the Agency, the Agency appointed the Company the true and lawful agent of the Agency to undertake a certain project (the “Original Project”) consisting of: (i) the acquisition of approximately 2.95 acres of vacant land located 601 Ridge Hill Boulevard (Section: 4, Block 4076, Lot 9) (the “Original Land”); (ii) the construction of a 14 story, 225,000 square foot, 184 unit residential apartment building, of which 166 units shall be “market rate” housing units and 18 units shall be income restricted “affordable” units, along with related amenities (“Tower 3”), including an underground parking garage on the Land (the “Tower 3 Parking Garage,” collectively with Tower 3, the “Improvements”); and (iii) the acquisition and installation in and around the Improvements of certain items of equipment and other tangible personal property (the “Equipment,” which together with the Land and Improvements are the “Original Facility”); and

WHEREAS, by correspondence dated November 11, 2025, the Company notified the Agency that the City of Yonkers, at the request of the Company, subdivided and reapportioned Original Lot 9 to: (i) remove the Tower 3 Parking Garage from Original Lot 9 and move it to an existing adjoining lot known Section 4, Block 4076, Lot 7 (f/k/a p/o Section 4, Block 4076, Lot 9) (as so reapportioned, “Lot 7”); and (ii) subdivide the remaining portion of Lot 9 to create (x) a new lot containing approximately 1.5817 acres of land (“New Lot 9”) (as so reapportioned, the “Reapportioned Facility”) and (y) a new lot containing approximately 1.3652 acres of unimproved land lot to be identified as Section 4, Block 4076, Lot 10 (f/k/a p/o Section 4, Block 4076, Lot 9) as more fully described in Exhibit A attached hereto (the “Land”) (items (i) and (ii) are collectively, the “Reapportionment”); and

WHEREAS, pursuant to that Resolution dated November 18, 2025 (the “Resolution”), the Agency agreed to release Lot 7 and Lot 10 from the Original Project Documents, and execute new project documents for the Land (in substantially the same form as the Original Project Documents”) pursuant to Section 1.4 of the Original Tax Agreement; and

WHEREAS, of even date herewith, Lot 10 will be transferred to the Company; and

WHEREAS, the Agency and the Company intend enter into new project documents to continue the real property tax abatement until Lot 10 is developed as a separate project, at a later time; and

WHEREAS, for the time the Land remains vacant, the Agency is willing to take title to or a leasehold interest in the Land, any improvements that may be affixed thereon the (“Improvements”) and personal property any personal property located thereon (the “Equipment,” and collectively with the Land and the Improvements, the “Facility”) constituting the Facility and lease its interest in said Land, Improvements and Equipment back to the Company pursuant to the terms and conditions contained herein (the “Project”); and

WHEREAS, the Agency has determined that providing the Facility will accomplish, in part, its public purposes; 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, 2026** (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.

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, 2023 (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) The Company hereby waives any and all rights it may have to any refund of prior tax payments 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 parties hereto acknowledge that the Company shall have all of the rights and remedies of a taxpayer, including the right to institute a grievance with respect to Real Estate Taxes as provided below. The 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 periods prior to the periods described in Section 1.3.

(iii) 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, 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.

(iv) Right to Grieve Assessed Value of the Property for Purposes of Calculating Special Charges. At any time during the term of this Agreement, 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.

(v) 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 taxes paid or to be paid.

(vi) 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 2024 County tax year through the 2038 County tax year and (ii) the 2023-2024 City tax year through the 2037-

2038 City tax year. **This Tax Agreement shall expire on December 31, 2038** (with the understanding that the Company will be making a payment hereunder for the 2039 County tax year and the 2038-2039 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.

1.4 Creation of Additional Tax Lots. The Parties hereto acknowledge and agree that the Company may seek to divide the Facility into additional tax lots. The mere division of the Facility into additional tax lots, without further improvements, shall not be deemed to add or decrease the overall assessed value of the Facility, such that the creation of said tax lots shall neither increase, nor decrease the Tax Payments set forth herein or the provision of additional "financial assistance", as such term is defined in the Act.

## 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.

## 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 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 Leaseback 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 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 Mortgagee, as defined in the Leaseback Agreement dated the date hereof, between the Agency and the Company, 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  
Attention: President/CEO

With Copy To: Harris Beach Murtha Cullina PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attention: Shawn M. Griffin, Esq. and Adriana Baranello, Esq.

To the Company: Miroza T4 LLC  
P.O. Box 155  
Lawrence, New York 11559  
Attention: Chaym Hersh Friedman and Ron Avidan

With Copy To: Zarin and Steinmetz  
81 Main Street, Suite 415  
White Plains, New York 10601  
Attention: David S. Steinmetz, 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, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

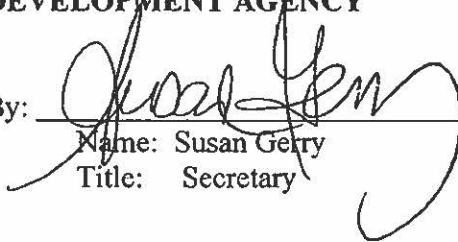
[Signature Page to Tax Agreement]

[Signature Page to T4 Tax Agreement – 1 of 3]

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: \_\_\_\_\_



A handwritten signature in cursive script, appearing to read "Susan Gerry", is written over a horizontal line. The signature is fluid and extends above and below the line.

Name: Susan Gerry

Title: Secretary


[Signature Page to T4 Tax Agreement – 2 of 3]

**MIROZA T4 LLC**  
A New York Limited Liability Company

By:   
Name: Chaym Hersh Friedman  
Title: Authorized Signatory

[Signature Page to T4 Tax Agreement – 3 of 3]

**MIROZA T4 LLC**  
A New York Limited Liability Company

By:   
Name: Jacob Klein  
Title: Authorized Signatory

**SCHEDULE A**

to

Tax Agreement

Dated as of April 16, 2026, Effective as of February 18, 2022

by and between

City of Yonkers Industrial Development Agency

And Miroza T4 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	Tax Agreement Payment *
2023-2024	2024	1	N/A
2024-2025	2025	2	N/A
2025-2026	2026	3	N/A
2026-2027	2027	4	100% of Land Taxes
2027-2028	2028	5	100% of Land Taxes
2028-2029	2029	6	100% of Land Taxes
2029-2030	2030	7	100% of Land Taxes
2030-2031	2031	8	100% of Land Taxes
2031-2032	2032	9	100% of Land Taxes
2032-2033	2033	10	100% of Land Taxes
2033-2034	2034	11	100% of Land Taxes
2034-2035	2035	12	100% of Land Taxes
2035-2036	2036	13	100% of Land Taxes
2036-2037	2037	14	100% of Land Taxes
2037-2038	2038	15	100% of Land Taxes

- The Agency interest in the Facility shall expire on **December 31, 2038**. The Company shall pay the 2039 County tax bill and the 2038-2039 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.
- The schedule of Estimated Tax Payment sums are estimates and are provided for illustrative purposes only.

**EXHIBIT A**

TOWER 4 – BLOCK 4076, LOT 10

DESCRIPTION OF A PARCEL OF PROPERTY LOCATED IN THE CITY OF YONKERS,  
COUNTY OF WESTCHESTER, STATE OF NEW YORK

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

Beginning at a point on the division line between Tower 3 (Section 4, Block 4076, Lot 9), Parcel U-3 (Section 4, Block 4076, Lot 4) and Future Tower 4 (Section 4, Block 4076, Lot 10), said point being the POINT OF BEGINNING and the beginning of a curve to the right, from which the radius point lies North 64 degrees 11 minutes 24 seconds West, a radial distance of 305.00 feet;

thence southwesterly along the arc, through a central angle of 5 degrees 48 minutes 38 seconds, a distance of 30.93 feet;

thence South 31 degrees 37 minutes 14 seconds West, a distance of 234.54 feet to the division line between Future Tower 4 (Section 4, Block 4076, Lot 10) and Parcel Q (Section 4, Block 4075, Lot 1);

thence along said division line, North 58 degrees 23 minutes 55 seconds West, a distance of 223.55 feet;

thence North 31 degrees 37 minutes 14 seconds East, a distance of 240.96 feet;

thence North 81 degrees 41 minutes 52 seconds East, a distance of 56.10 feet to a point on the face of Tower 3 building;

thence along said face of building, South 56 degrees 17 minutes 25 seconds East, a distance of 1.59 feet;

thence South 31 degrees 31 minutes 24 seconds West, a distance of 0.31 feet;

thence South 58 degrees 10 minutes 10 seconds East, a distance of 17.44 feet;

thence South 58 degrees 09 minutes 23 seconds East, a distance of 19.52 feet;

thence South 33 degrees 40 minutes 21 seconds West, a distance of 10.84 feet;

thence South 58 degrees 13 minutes 17 seconds East, a distance of 59.64 feet;

thence South 58 degrees 24 minutes 48 seconds East, a distance of 21.21 feet;

thence South 58 degrees 24 minutes 48 seconds East, a distance of 59.94 feet to the point and place of BEGINNING.

Containing 59,469 square feet or 1.3652 acres, more or less.