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WHITE PLAINS, NEW YORK 10601
914.683.1200

ADRIANA M. BARANELLO
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June 30, 2025

TAX AGREEMENT

VIA CERTIFIED MAIL

#9489-0090-0027-6674-8637-25

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

Re: Verus McLean LLC, 345 McLean Housing Development Fund Corporation, and
City of Yonkers Industrial Development Agency ("Agency");

Tax Agreement and NYS Form RP-412-a, "Application for Real Property Tax
Exemption"

Property: Section 1; Block 59; Lot 75 and Section 1; Block 59; Lot 76, 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 Property 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

#9489-0090-0027-6674-8637-32

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

Via Certified Mail

#9489-0090-0027-6674-8637-56

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

#9489-0090-0027-6674-8637-70

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

#9489-0090-0027-6674-8637-94

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

Via Certified Mail

#9489-0090-0027-6674-8637-49

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

Via Certified Mail

#9489-0090-0027-6674-8637-63

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

Via Certified Mail

#9489-0090-0027-6674-8637-87

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

Via Certified Mail

#9489-0090-0027-6674-8638-00

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 Avenue, 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 Verus McLean LLC
Street 117 Washington Street
City Pleasantville, New York 10570
Telephone no. Day (914) 789-5000
Evening () _____
Contact John B. Saraceno
Title Primary Contact

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
1.-59-75 and 1.-59-76
- b. Street address 345 McLean Avenue and
347 McLean Avenue
- 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 (pending; pending)

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

- a. Brief description (include property use) Construction of a 110,000 square-foot 12-story residential building as more fully described on Page 1 of the attached Tax Agreement
- b. Type of construction Residential Building
- c. Square footage 110,000 sf
- 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, 2046

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, 2046

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 Verus McLean LLC
 Title Attn: John B. Saraceno
 Address 117 Washington Street
Pleasantville, New York 10570

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

If "No" identify owner and explain IDA rights or interest Telephone (914) 789-5000
 in an attached statement. IDA has leasehold interest in property.

6. Is the property receiving or has the property ever received any other exemption from real property taxation?
 (check one) ☒ Yes ☐ No Yes - Owned by City of Yonkers

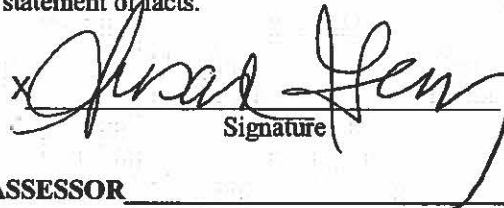
If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption 13350 - CITY OWNED assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on June 30, 2025 (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
City of Yonkers Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

June 26, 2025
 Date

x 
 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

VERUS MCLEAN LLC

AND

345 MCLEAN HOUSING DEVELOPMENT FUND CORPORATION

TAX AGREEMENT

Date:

June 1, 2025

Street Address:

345 and 347 McLean Avenue
City of Yonkers
Westchester County, New York

Tax Map No(s):

Section 1; Block 59; Lot 75
Section 1; Block 59; Lot 76

TAX AGREEMENT

THIS TAX AGREEMENT (the "Agreement"), dated as of June 1, 2025, 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"), **VERUS MCLEAN LLC**, a New York limited liability company, having offices at 117 Washington Street, Pleasantville, New York 10570 ("Verus") and **345 MCLEAN HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation, having offices at 2150 Central Park Avenue, Yonkers, New York 10710 (the "HDFC" and together with Verus, 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 (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, including, but not limited to, all easements, licenses, and other real property interests owned or controlled by the Company where improvements benefitting the Project are situated, commonly known as 345 and 347 McLean Avenue (Section 1, Block 59, Lot 75, and Section 1; Block 59; Lot 76), City of Yonkers (the "Land"); (ii) the construction, renovation, improving, maintaining and equipping on the Land of a 110,000 square foot, 12 story residential building including: (A) approximately 105 studio, one-bedroom and two-bedroom rental units; (B) 47 covered and uncovered parking spaces; (C) associated amenities, including a community room equipped with computers, a library, recreational space, property managers office, Supportive Housing office, laundry room and bike storage; and (D) building services including trash, utility, and mechanical and superintendent workshop (the "Improvements"); (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 June 1, 2025 (as amended, supplemented and/or modified 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 pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of June 1, 2025 (as amended, supplemented and/or modified 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:

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, 2025** (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. The Agency shall provide courtesy notice to the Lender and Investor Member that the RP-412-a has been filed. 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 of each year beginning on September 1, 2026 (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 for the periods prior to the periods described in Section 1.3.

(ii) 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 set for in Schedule A hereto, as a percentage of the full tax payments that would otherwise be due, if the Agency were not the holder of a leasehold interest in the Facility. 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. 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. Any grievance the Company institutes shall only cause an adjustment in the Special District Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving Special Charges.

(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.

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 2027 County tax year through the 2046 County tax year and (ii) the 2026-2027 City tax year through the 2046-2047 City tax year. **This Tax Agreement shall expire on December 31, 2046** (with the understanding that the Company will be making a payment hereunder for 2047 County tax year and the 2047-2048 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 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 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: (A) 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.

(B) 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: (a) 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; and (b) 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.

(C) If there is any failure by the Company to observe or perform any other covenant, condition or agreement required by this PILOT Agreement to be observed or performed (except as set forth in Section 6.1(i), 6.1(ii) and 6.2 immediately above) and such failure shall have continued for a period of thirty (30) days after the Agency gives written notice to the Company specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, the Company's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence.

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: Executive Director

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

To the Company: Verus McLean LLC
117 Washington Street
Pleasantville, New York 10570
Attention: John B. Saraceno

With Copy To: Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207
Attention: Anthony E. Bargnesi, Esq.

To the Lender: Bank of America
Community Development Banking
One Bryant Park, NY1-100-34-05
New York, New York 10036
Attn: Lisa Awaya
Email: lisa.awaya@bofa.com

With a copy to: Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attn: Aviva Yakren, Esq.
Email: ayakren@sidley.com

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. Failure by the Agency to provide notice to the Investor Member shall not waive the Agency's rights and remedies under this PILOT Agreement and shall not subject the Agency to any liability whatsoever.

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.

Section 9 – Rights of Lender and Investor Member

9.1 The Company shall grant and convey to the Agency a performance mortgage to be recorded and be a lien upon the Land and Improvements (the "Tax Agreement Mortgage"). The Tax Agreement Mortgage shall at all times be subject and subordinate in right of lien to any Approved Lien (as defined in the Leaseback Agreement); *provided, however*, said subordination of the lien of the Tax Agreement Mortgage is expressly conditioned upon the Section 3.3 Obligations, as defined therein, having a priority right of payment over amounts payable under such Approved Lien. The Agency shall reasonably cooperate with any lender(s) regarding the subordination of its Tax Agreement Mortgage by entering into a written subordination agreement in recordable form, provided that such subordination agreement excludes the Company's obligation to make each Tax Payment as and when due in accordance with the terms and conditions of this Agreement, which covenants shall remain superior to the lender's mortgage and other security instruments following the recording of such subordination. Upon the expiration of this Agreement, the Agency shall discharge, in a writing in recordable form, the Tax Agreement Mortgage.

9.2 (a) The Agency will deliver to the Lender (as defined in the Leaseback Agreement) simultaneously with the Agency's delivery of same to the Company, a true and correct copy of each notice demand, complaint or request made by the Agency under or with respect to this Agreement.

(b) The Agency will at all times perform, observe and comply with all other terms, covenants and conditions of this Agreement to be performed, observed or complied with by the Agency under the Leaseback Agreement.

(c) At any time after the Lender receives notice from the Agency of a default by the Company under this Agreement, the Lender may (but will not be obligated to) promptly make any payment, perform any obligation, or take any other action the Company would have the right to pay, perform, or take under the Agreement which the Lender deems necessary or desirable to cure such default. The Lender may exercise its rights under this paragraph (c) immediately after receipt of notice of a default by the Company under this Agreement and without regard to any grace period provided to the Company in this Agreement to cure such default. For purposes of exercising its rights under this paragraph (c), the Lender will not be liable to the Company or the Agency for any action taken or omitted to be taken by the Lender, in good faith, in reliance on any written notice from the Agency stating that a default by the Company under this Agreement has occurred and is continuing even though the Company may question or deny the existence or nature of such default. Notwithstanding anything to the contrary in this Agreement, in the case of an Event of Default, if the Agency serves a notice of default upon the Company, the Company shall serve a copy of such notice upon the Lender. In the case of an Event of Default by the Company under this Agreement or the Leaseback Agreement, Lender shall have thirty (30) days for a monetary default and sixty (60) days in the case of any other default, after notice to Lender of such default, to cure or cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of such Lender as if the same had been done by

the Company, provided that if said non-monetary default can be cured with due diligence but not within such sixty (60) day period, said time period shall be extended as long as Lender continues to exercise due diligence to cure said non-monetary default but in no event shall such extension exceed one hundred twenty (120) days. Notwithstanding the foregoing, in the event of a default or event of default which is not susceptible of cure by the Lender, or which is not susceptible of cure by the Lender without first obtaining possession of the Project, Lender shall have a reasonable time after notice thereof (a) to obtain possession of the Project (including, at Lender's option, (i) possession by a receiver, (ii) possession of the Project in connection with a deed in lieu of foreclosure or (iii) possession of the Project through a referee's deed in connection with a foreclosure proceeding) and, in the case of a default or event of default susceptible of being cured by the Lender, to cure such default after obtaining possession or (b) in the case of a default or event of default not susceptible of being so cured, to institute, prosecute and complete foreclosure proceedings or otherwise acquire the Company's interest in the Project or to this Agreement; provided, however, the Lender shall not be obligated to continue such possession or to continue such foreclosure proceedings. Any default by the Company not susceptible of being cured by the Lender shall be deemed to have been waived by the Agency upon completion of such foreclosure proceedings or upon such acquisition of the Company's interest in the Project and this Agreement, it being understood and agreed that the Lender, or its designee, or any purchaser in foreclosure proceedings (including, without limitation, a corporation or other entity formed by the Lender or any affiliate of any Lender) may become the legal owner and holder of the Company's interest in the Project and to this Agreement through such foreclosure proceedings or by deed in lieu of foreclosure, subject to the provisions of Section 9.2(d) hereof. Each notice of default given by the Agency or any applicable governmental authority will state the amounts of any payments that are then claimed to be in default. If the interest of Company in the Project or to this Agreement shall be transferred by reason of any foreclosure, trustee's sale, deed in lieu of foreclosure, or other proceedings, to Lender for the enforcement of Lender's rights under any of the Mortgages, then the Agency shall be bound to Lender and, so long as this Agreement is in full force and effect, Lender shall be bound to Agency, under all of the terms, covenants and conditions of this Agreement for the unexpired balance of the term thereof remaining (including any extensions), with the same force and effect as if Lender were the Company, and Agency does hereby (a) agree to attorn to Lender, and (b) affirm its obligations under this Agreement in writing and promptly provide Lender with a copy of same, said attornment, affirmation and agreement to be effective and self-operative without the execution of any further instruments, upon Lender succeeding to the interest of the Company under this Agreement.

(d) Notwithstanding any provision of this Agreement to the contrary, neither (i) the foreclosure of a mortgage or any sale to an Affiliate of Lender of the Company's interest in this Tax Agreement and/or the Facility by Lender, in connection with a foreclosure, whether by judicial proceedings, or any conveyance of the Company's interest in this Agreement and/or the Facility to Lender by virtue of or in lieu of foreclosure or other appropriate proceedings nor (ii) the transfer by Lender to an Affiliate following such foreclosure or transfer-in-lieu (either of the foregoing sub-clauses (i) or (ii), a "Lender Transfer") shall require the consent of the Agency so long as (A) the Lender or Affiliate continues to exercise due diligence to cure any and all defaults under the Project Documents and (B) the Lender or Affiliate is diligently seeking a third-party purchaser for the Project. Notwithstanding the foregoing, permanent disposition of

the Company's interest in this Agreement from the Lender or its Affiliate to any such third-party purchaser shall require the consent of the Agency. If the duration of the Lender Transfer is for a period of greater than one hundred twenty (120) days, the Lender or Affiliate shall provide written confirmation to the Agency of compliance with the Project Documents not less than every one hundred twenty (120) days, while the Lender or its Affiliate holds the Company's interest in this Agreement.

As used in this Section 9.2(d): (i) "Affiliate" shall mean a Person which directly or indirectly through one or more intermediaries controls, or is under common control with, or is controlled by, such Person (which includes the Lender); (ii) "Person" shall mean any individual, limited liability company, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other entity; (iii) the term "control" (including the related terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (including the Lender), whether through the ownership of voting securities, by contract or otherwise; and (iv) Prohibited Person shall mean (i) any Person identified on the OFAC List, (ii) any other Person or foreign country or agency thereof with whom a U.S. Person may not conduct business or transactions by prohibition of Federal law or Executive Order of the President of the United States of America or (iii) any Person whom is prohibited from doing business with the party or parties to the Loans and the municipality in which the Land is located.

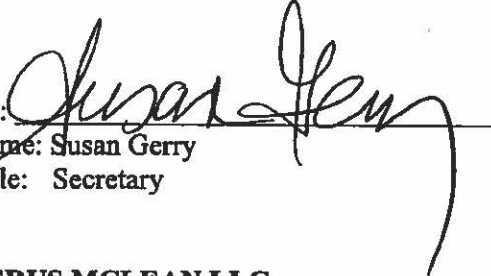
(e) The Agency will deliver to the Investor Member (as defined in the Leaseback Agreement) simultaneously with the Agency's delivery of same to the Company, a true and correct copy of each notice demand, complaint or request made by the Agency under or with respect to this Agreement. At any time after the Investor Member receives notice from the Company of a default by the Company under this Agreement, the Investor Member may (but will not be obligated to) promptly make any payment, perform any obligation, or take any other action the Company would have the right to pay, perform, or take under the Agreement which the Investor Member deems necessary or desirable to cure such default. The Investor Member may exercise its rights under this paragraph (e) immediately after receipt of notice of a default by the Company under this Agreement and without regard to any grace period provided to the Company in this Agreement to cure such default. For purposes of exercising its rights under this paragraph (e), the Investor Member will not be liable to the Company or the Agency for any action taken or omitted to be taken by the Investor Member, in good faith, in reliance on any written notice from the Agency stating that a default by the Company under this Agreement has occurred and is continuing even though the Company may question or deny the existence or nature of such default. Notwithstanding anything to the contrary in this Agreement, in the case of an Event of Default, if the Agency serves a notice of default upon the Company, the Company shall serve a copy of such notice upon the Investor Member; provided, however, that failure by the Agency to provide notice to the Investor Member shall not in any way waive the Agency's rights or remedies under this Agreement, nor shall it subject the Agency to any liability whatsoever. In the case of an Event of Default by the Company under this Agreement or the Leaseback Agreement, Investor Member shall have thirty (30) days for a monetary default and sixty (60) days in the case of any other default, after notice to Investor Member of such default, to cure or cause to be cured the default complained of and the Agency shall accept such

performance by or at the instigation of such Investor Member as if the same had been done by the Company, provided that if said non-monetary default can be cured with due diligence but not within such sixty (60) day period, at the sole discretion of the Agency, said time period shall be extended as long as Investor Member continues to exercise due diligence to cure said non-monetary default but in no event shall such extension exceed one hundred twenty (120) days.

[The Balance Of This Page Intentionally Left Blank]

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: Susan Gerry
Title: Secretary

VERUS MCLEAN LLC

By: Verus Manager LLC, its Managing Member

By: _____
Name: John V. Saraceno
Title: Authorized Signatory

**345 MCLEAN HOUSING DEVELOPMENT
FUND CORPORATION**

By: _____
Name: Kevin T. Cacace
Title: Authorized Signatory

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Title: Authorized Signatory

**345 MCLEAN HOUSING DEVELOPMENT
FUND CORPORATION**

By:  _____
Name: Kevin T. Cacace
Title: Authorized Signatory

SCHEDULE A

to

Tax Agreement

Dated as of June 1, 2025

by and between

City of Yonkers Industrial Development Agency,

Verus McLean LLC

and

345 McLean Housing Development Fund Corporation

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:

PILOT Year	County Tax Year	City and School District Tax Year	Percentage of Full Taxes	<u>Estimated</u> Tax Payment
1	2027	2026-2027	50	26,173
2	2028	2027-2028	50	79,304
3	2029	2028-2029	55	117,476
4	2030	2029-2030	57	122,965
5	2031	2030-2031	60	130,731
6	2032	2031-2032	65	143,042
7	2033	2032-2033	67	148,917
8	2034	2033-2034	70	157,141
9	2035	2034-2035	73	165,515
10	2036	2035-2036	75	171,750
11	2037	2036-2037	77	178,093
12	2038	2037-2038	80	186,882
13	2039	2038-2039	85	200,548
14	2040	2039-2040	90	214,468
15	2041	2040-2041	90	216,613

16	2042	2041-2042	90	218,779
17	2043	2042-2043	90	220,967
18	2044	2043-2044	90	223,176
19	2045	2044-2045	90	225,408
20	2046	2045-2046	100	252,958

- The Agency interest in the Facility shall expire on **December 31, 2046**. The Company shall pay the **2047** County tax bill and the **2046-2047** 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.
- The Net Annual Amounts Payable sums are estimated.