

FIRST AMENDMENT OF UNIFORM PROJECT AGREEMENT

THIS FIRST AMENDMENT OF UNIFORM PROJECT AGREEMENT (this “Amendment”) dated as of May 5, 2023, by and between the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at One West Street, 4th floor, Mineola, NY 11501 (the “Agency”), and ROCKVILLE MILL RIVER, L.P. a limited partnership duly organized and existing under the laws of the State of New York, having its principal office c/o Nuveen Real Estate, 730 Third Avenue, 4th Floor, New York, NY 10017 (the “Company”).

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”), and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, on or about June 17, 2005, Mill River Residences, L.P., a limited partnership organized and existing under the laws of the State of New York (the “Original Applicant”), presented an application to the Agency, which requested that the Agency consider undertaking a project (the “Original Project”) consisting of the following: (A) (1) the acquisition of an interest in (a) a parcel of land located at 40 Maine Avenue, Village of Rockville Centre, Town of Hempstead, County of Nassau, New York (the “Maine Parcel”), and (b) a parcel of land located at 1-20 Meehan Lane, Village of Rockville Centre, Town of Hempstead, County of Nassau, New York (the “Meehan Parcel” and together with the Maine Parcel, collectively, the “Land”), which Land is more particularly described on Schedule A attached hereto, (2) the renovation of the existing apartment building on the Maine Parcel and the existing four (4) garden apartment buildings on the Meehan Parcel (collectively, the “Building”), together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the “Equipment”), all of the foregoing to constitute a housing complex comprised of approximately 175 affordable housing units, together with associated parking areas (collectively, the “Facility”); (B) the financing of all or a portion of the costs of the foregoing by the issuance of tax-exempt and/or taxable revenue bonds of the Agency in one or more series; (C) the granting of certain “financial assistance” (within the meaning of Section

854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes, mortgage recording taxes and real property taxes (but not including special assessments and ad valorem levies) (together with the bonds, collectively, the “Original Financial Assistance”); and (D) the lease (with an obligation to purchase) or sale of the Facility to the Original Applicant or such other entity as may be designated by the Original Applicant and agreed upon by the Agency; and

WHEREAS, in order to finance a portion of the costs of the acquisition, renovation, installation and equipping of the Original Project, the Agency issued its Multifamily Housing Revenue Bonds (Mill River Residences Project), Series 2005, in the aggregate principal amount not to exceed \$14,725,000 (collectively, the “2005 Bonds”), and the Agency and the Original Applicant entered into a Payment in Lieu of Taxes Agreement dated December 1, 2005 by and between the Original Applicant and the Agency (the “Original PILOT”); and

WHEREAS, in 2017, the Original Applicant refinanced the Original Project through a mortgage loan made by KeyBank National Association, and the 2005 Bonds were redeemed (the “KeyBank Mortgage Loan”); and

WHEREAS, on or about December 16, 2020, the Original Applicant, with the consent of the Agency, transferred the Original Applicant’s interest in the Facility to the Company, and assigned the Original PILOT and certain other transaction documents related thereto (the “2020 Transaction Documents”) to the Company in connection with the repayment of the KeyBank Mortgage Loan and new acquisition financing made by Merchants Bank of Indiana (the “Merchants Mortgage Loan”) to the Company; and

WHEREAS, on or about May 20, 2021, the Company presented an application (the “Application”) to the Agency, which Application requested that the Agency consider undertaking an amendment of the Original Project (as so amended, hereinafter referred to as the “Project”) consisting of the following: (A) (1) the retention of the Land, (2) the renovation and upgrading of the Building, together with related improvements to the Land and (3) the acquisition and installation therein and thereon of certain new furniture, fixtures, machinery and equipment (the “Equipment”), all of the foregoing to continue to constitute the Facility; (B) the financing of all or a portion of the costs of the foregoing and refinancing the Merchants Mortgage Loan by the issuance of tax-exempt and/or taxable revenue bonds or notes of the Agency in one or more series; (C) the granting of certain additional “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential additional exemptions or partial exemptions from sales and use taxes, mortgage recording taxes and real property taxes (but not including special assessments and ad valorem levies) (together with the bonds, collectively, the “Financial Assistance”); and (D) the lease (with an obligation to purchase) or sale of the Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Agency and the Company entered into the various transactions contemplated by the Application on or about November 24, 2021; and

WHEREAS, the Agency is the owner of the Land and is party to that certain Installment Sale Agreement, dated as of December 1, 2005, by and between the Agency and the Original

Applicant, as amended by that certain First Amendment to Installment Sale Agreement, dated as of April 28, 2017, by and between the Agency and the Original Applicant, as assigned, assumed and amended by that certain Assumption and Second Amendment of Installment Sale Agreement, dated as of December 16, 2020, by and among the Agency, the Original Applicant and the Company, and as further amended by Third Amendment of Installment Sale Agreement, dated as of November 24, 2021, by and between the Agency and the Company (as so assigned, assumed and amended to date, the “Sale Agreement”); and

WHEREAS, the Agency and the Company are parties to that certain Uniform Project Agreement dated as of November 1, 2021 (as amended, modified, supplemented and restated to date, the “Uniform Project Agreement”) between the Agency and the Company, pursuant to which the Agency granted the Financial Assistance to the Company with respect to the Project; and

WHEREAS, pursuant to a notification and consent request letter from the Company dated February 1, 2023, the Company requested that the Agency consent to the acquisition by Nuveen Global Investments, LLC, or a wholly-controlled affiliate of Nuveen Global Investments LLC (such entity, “Nuveen Purchaser”), of all of the issued and outstanding equity interests of Omni Holding Company LLC, a Delaware limited liability company (“Omni Holding”), resulting in Nuveen Purchaser becoming the indirect owner of a controlling interest in the Company (the “Transfer Transaction”); and

WHEREAS, the Transfer Transaction consists of (i) the assignment by Omni New York LLC, a New York limited liability company (“Omni New York”), of 100% of its interest in Mill River Apartments Developers, LLC, a New York limited liability company (“Mill River Developers”) to TGA GP HoldCo LLC, a Delaware limited liability company (“TGA GP Purchaser”); and (ii) the amendment, restatement or replacement of the Sale Agreement, the Uniform Project Agreement, the 2020 Transaction Documents and the Security Documents required to effectuate such transfer; and

WHEREAS, no additional Financial Assistance is being requested by the Company with respect to the Transfer Transaction and, therefore, no public hearing of the Agency is required pursuant to Section 859-a of the Act; and

WHEREAS, the members of the Agency approved the Transfer Transaction pursuant to a resolution adopted by the members of the Agency on February 23, 2023 and authorized the Agency to enter into, inter alia, this Amendment;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the Agency mutually covenant, warrant and agree as follows:

SECTION 1. DEFINITIONS.

SECTION 1.1 Interpretation. For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein including, but not limited to, those capitalized terms used and/or defined in the recitals hereto, shall have the respective meanings assigned to such terms in the Sale Agreement or the Uniform Project Agreement, as the case may be.

SECTION 2. AMENDMENTS.

SECTION 2.1 Schedule A to the Uniform Project Agreement is amended by deleting the defined term “Guarantor” or “Guarantors” and replacing it with the following:

“‘Guarantor’ or ‘Guarantors’ means T-C GA Real Estate Holdings LLC, a Delaware limited liability company.”

SECTION 2.2 Schedule A to the Uniform Project Agreement is amended by deleting the defined term “Replacement Obligor” and replacing it with the following:

“‘Replacement Obligor’ means T-C GA Real Estate Holdings LLC, a Delaware limited liability company.”

SECTION 2.3 The Uniform Project Agreement is hereby further amended by replacing all references to the Company’s address as follows:

“Rockville Mill River, L.P.
c/o Nuveen Real Estate
730 Third Avenue, 4th Floor
New York, NY 10017
Attn: Pamela West
Patrick Li
Nadir Settles”

SECTION 3. CONDITIONS.

SECTION 3.1 Conditions Precedent. This Amendment shall only become effective upon the fulfillment, prior to or contemporaneously with the delivery hereof, of the following conditions precedent:

(A) the execution and delivery by the Company and the Agency of an original or counterpart originals of this Amendment;

(B) the Company shall deliver such other consents, waivers, documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment;

(C) all other documents and legal matters in connection with this Amendment and the transactions contemplated by the Uniform Project Agreement as amended by this Amendment, shall be satisfactory in form and substance to the Agency; and

(D) the Company shall pay the Agency’s consent and amendment fee in the amount of \$6,000 and shall pay all reasonable fees and expenses (including reasonable attorneys’ fees and

expenses) incurred by the Agency in connection with the preparation, execution and delivery of this Amendment and the closing of the transactions contemplated hereby.

SECTION 4. MISCELLANEOUS.

SECTION 4.1 Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Company contained in the Uniform Project Agreement and the other Transaction Documents, except as expressly modified hereby, are ratified, confirmed and reaffirmed by the Company as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Amendment.

(B) The Company represents and warrants to the Agency that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(C) The Company represents and warrants to the Agency that no Event of Default specified in the Uniform Project Agreement or in any of the other Transaction Documents has occurred and is continuing and no event has occurred and is continuing which with notice or lapse of time or both would become an Event of Default specified in Uniform Project Agreement or in any of the other Transaction Documents.

SECTION 4.2 Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Uniform Project Agreement as amended by this Amendment shall be satisfactory in form and substance to the Agency.

SECTION 4.3 Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other documents furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and no investigation by the Agency or any closing shall affect the representations and warranties or the right of the Agency to rely upon them.

SECTION 4.4 Reference to Uniform Project Agreement. The Uniform Project Agreement, the other Transaction Documents any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Uniform Project Agreement, as amended hereby, are hereby amended so that any reference to the "Uniform Project Agreement" in the Uniform Project Agreement, the other Transaction Documents such other agreements, documents or instruments executed in connection with the Uniform Project Agreement shall mean a reference to the Uniform Project Agreement, as amended hereby.

SECTION 4.5 Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws

of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

SECTION 4.6 Successors and Assigns. The Company and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties.

SECTION 4.7 Counterparts; Electronic Transmission. This Amendment may be executed in any number of counterparts and by the Company and the Agency on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or email shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment may be modified only by a written agreement signed by Authorized Representatives of the Company and the Agency. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or email shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment may be modified only by a written agreement signed by Authorized Representatives of the Company and the Agency.

SECTION 4.8 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

SECTION 4.9 Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Uniform Project Agreement, the terms and provisions of this Amendment shall govern.

SECTION 4.10 Entire Agreement. This Amendment constitutes the entire agreement and, understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Company:


Pre-Transfer:

ROCKVILLE MILL RIVER, L.P.,
a New York limited partnership

By: **ROCKVILLE MILL RIVER APARTMENTS GP, LLC**,
a Delaware limited liability company,
its General Partner

By: **MILL RIVER APARTMENTS DEVELOPERS, LLC**,
a New York limited liability company,
its Manager

By: **OMNI NEW YORK LLC**,
a New York limited liability company,
its Manager

By: 
Name: Eugene Schneur
Title: Authorized Signatory

Post-Transfer:

ROCKVILLE MILL RIVER, L.P., a New York
limited partnership

By: **ROCKVILLE MILL RIVER APARTMENTS GP,
LLC**, a Delaware limited liability company, its General
Partner

By: _____
Name: Patrick Li
Title: Authorized Signer

SECTION 4.10 Entire Agreement. This Amendment constitutes the entire agreement and, understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Company:

Pre-Transfer:

ROCKVILLE MILL RIVER, L.P.,
a New York limited partnership

By: **ROCKVILLE MILL RIVER APARTMENTS GP, LLC**,
a Delaware limited liability company,
its General Partner

By: **MILL RIVER APARTMENTS DEVELOPERS, LLC**,
a New York limited liability company,
its Manager

By: **OMNI NEW YORK LLC**,
a New York limited liability company,
its Manager

By: _____
Name: Eugene Schneur
Title: Authorized Signatory

Post-Transfer:

ROCKVILLE MILL RIVER, L.P., a New York
limited partnership

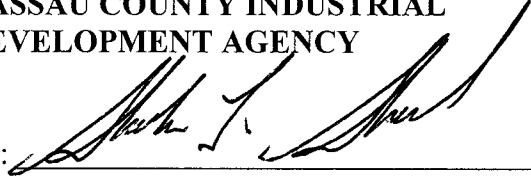
By: **ROCKVILLE MILL RIVER APARTMENTS GP,
LLC**, a Delaware limited liability company, its General
Partner

By: Patrick Li
Name: Patrick Li
Title: Authorized Signer

Agency:

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:



Sheldon L. Shrenkel
Chief Executive Officer / Executive Director

[Signature Page to First Amendment of Uniform Project Agreement]

STATE OF NEW YORK)
)SS.:
COUNTY OF NEW YORK)

On the 27th day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Schneur, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Simonne B. Isaac
Notary Public, State of New York
No. 02156379207
Qualified in Kings County
Commission Expires Aug 13 2026



Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF)

On the ___ day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Li, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF NASSAU)

On the ___ day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheldon L. Shrenkel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

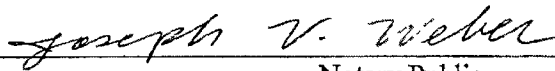
STATE OF NEW YORK)
)SS.:
COUNTY OF)

On the ___ day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Schneur, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF KINGS)

On the 26 day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Li, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JOSEPH V WEBER
Notary Public, State of New York
Registration No. 01WE6375325
Qualified in Kings County
Commission Expires May 14, 2026

STATE OF NEW YORK)
)SS.:
COUNTY OF NASSAU)

On the ___ day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheldon L. Shrenkel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to First Amendment of Uniform Project Agreement]

STATE OF NEW YORK)
)SS.:
COUNTY OF)

On the ___ day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Schneur, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF)

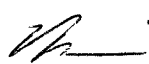
On the ___ day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Li, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF NASSAU)

On the 23rd day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheldon L. Shrenkel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Paul V O'Brien
Notary Public State of New York
No. 020B6235944
Qualified in Nassau County
Commission Expires February 14, 2025



Notary Public

SCHEDULE A

PROPERTY DESCRIPTION

As to Tax Lot 37:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Rockville Centre, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the West side of North Centre Avenue, said point being distant 100.00 feet Northerly from the corner formed by the intersection of the former North Side of Randall Avenue with the West side of North Centre Avenue:

RUNNING THENCE South 83 degrees 52 minutes 53 seconds West, 170.99 feet;

THENCE North 78 degrees 42 minutes 07 seconds West 488.88 feet to land now or formerly of Hempstead Lake State Park (formerly property of the City of New York);

THENCE North 06 degrees 07 minutes 07 seconds West, 190.23 feet;

THENCE South 74 degrees 47 minutes 28 seconds West, 14.60 feet;

THENCE North 11 degrees 22 minutes 36 seconds East, 75.01 feet;

THENCE South 78 degrees 42 minutes 07 seconds East, 579.44 feet to tax lot 36 land of the Inc. Village of Rockville Centre;

THENCE along aforesaid land South 6 degrees 27 minutes 07 seconds East 177.36 feet to Meehan Lane;

THENCE South 83 degrees 52 minutes 53 seconds West along said North line of Meehan Lane, 87.14 feet;

THENCE North 78 degrees 42 minutes 07 Seconds West, 378.55 feet;

THENCE Westerly along an arc having its center to the North, radius 20.00 feet, length 19.77 feet;

THENCE Westerly, Southerly and Easterly along an arc having its center to the South, radius 40.00 feet, length 207.08 feet;

THENCE Easterly along an arc having its center to the Southeast, radius 6.00 feet, length 6.28 feet;

THENCE South 78 degrees 42 minutes 07 seconds East along the South side of Meehan Lane 393.42 feet;

THENCE still along the South side of Meehan Lane, North 83 degrees 52 minutes 53 seconds East 167.01 feet to the West side of North Centre Avenue;

THENCE along the West side of North Centre Avenue, South 06 degrees 27 minutes 07 seconds East 25.00 feet to the point or place of BEGINNING.

As to Tax Lot 20:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Rockville Centre, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of Maine Avenue, said point being distant 150.02 feet Westerly from the corner formed by the intersection of the Westerly side of North Centre Avenue with the Southerly side of Maine Avenue;

RUNNING THENCE South 05 degrees 42 minutes 53 seconds West, 110.00 feet;

THENCE North 84 degrees 17 minutes 07 seconds West, 380.83 feet;

THENCE North 03 degrees 59 minutes 16 seconds West, 111.60 feet to the Southerly side of Maine Avenue;

THENCE along the Southerly side of Maine Avenue, South 84 degrees 17 minutes 07 seconds East, 399.19 feet to the point or place of BEGINNING.