

HARRIS BEACH PLLC
ATTORNEYS AT LAW

March 25, 2024

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ALBANY, NEW YORK 12207
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JUSTIN S. MILLER
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VIA CERTIFIED MAIL

To: Assessor and Affected Taxing Jurisdiction
Officials on Schedule A

**Re: Village of Port Chester Industrial Development Agency (the "Agency")
G&S Port Chester Unit 2A DE, LLC (the "Company")
10-14 Waterfront Place, Port Chester, New York (Town of Rye)
TMID Numbers 142.39-1-71
Termination of Unit 2A Lease, as of December 11, 2023**

Ladies and Gentlemen:

On behalf of the Village of Port Chester Industrial Development Agency (the "Agency"), please be advised that the above-captioned Agency-sponsored sale-leaseback transaction has been terminated as of December 11, 2023. This letter is being sent to the Town of Rye Assessor and all applicable Affected Taxing Jurisdictions as a notice of termination of the Agency's involvement and to confirm that the subject tax parcels are fully taxable as of December 12, 2023 pursuant to Section 520 of the Real Property Tax Law ("RPTL") of the State of New York. As set forth in greater detail below, we ask that the Assessor please immediately place the subject tax parcels on Taxable Roll Section 1, with no restoration or omitted tax bills issued per the below details and payment confirmations provided.

For your reference and records, please find enclosed the following project termination documents, each dated as of December 11, 2023:

- 1) Quitclaim Deed;
- 2) Termination of Lease and Discharge of Memorandum of Lease; and
- 3) Omnibus Termination Agreement.

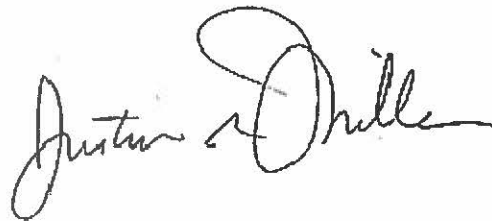
The Agency, Village of Port Chester (the "Village") and G&S Port Chester Unit 2A, LLC entered into that certain Payment in Lieu of Taxes Agreement, dated as of December 15, 2003 (the "Original PILOT Agreement"), as amended by that certain Amended Payment in Lieu of Tax Agreement, dated January 12, 2012 (the "Amendment"), as assigned by that certain Assignment and Assumption Agreement with Acknowledgment, dated March 24, 2015, from G&S Port Chester Unit 2A, LLC to the Company, with the acknowledgement of the Agency (the "Assignment", and together with the Original PILOT Agreement and Amendment, collectively, the "PILOT Agreement"). In accordance with the PILOT Agreement and RPTL Section 520, and pursuant to the Omnibus Termination Agreement, the above-captioned tax parcels are fully taxable as of December 12, 2023 (the "Termination Date").

As outlined within the enclosed Omnibus Termination Agreement, the Village previously generated and issued an invoice to the Company for the Final Pro-rated PILOT Payment and the Company has remitted same to the Village on or before September 1, 2023 in satisfaction of same and the Company's obligations under Section 2.4 of the PILOT Agreement. The Village has also generated and issued an invoice to the Company for the combined full taxes that would otherwise be assessed against the Unit Realty for the following tax years: (i) the remaining days within the 2023 Town and County Tax years; and (ii) the remaining days within the 2023-2024 Village and School Tax years (herein, the "Restoration Period Payment"). The Company has paid the Restoration Period Payment for remittance to the Town as of the date hereof in satisfaction of same and the Company's obligations under Section 4(d) of the Original PILOT Agreement.

In furtherance of the foregoing, the Agency and Village have coordinated the full payment by the Company for the Restoration Period Payment, and we respectfully request that the Town not issue omitted tax bills for: (i) Town and County taxes retroactively from the Termination Date to the end of the 2023 fiscal year, (ii) Village taxes prospectively for remaining portions of fiscal year 2023-2024, and (iii) School taxes prospectively for remaining portions of fiscal year 2023-2024. The Village and Agency hereby confirm that the Restoration Period Payment was paid as of the date hereof to assure that no PILOT Payment or Restoration Period Payment is made by the Company that is duplicative of any taxes paid to the Town of Rye either before or after the Termination Date.

We appreciate your attention to the above. Please do not hesitate to contact the undersigned with any questions or for additional information.

Very truly yours,



Justin S. Miller

JSM/

Enclosures

cc w/enclosures:

Frank Ferrara, Agency Chairman
Christopher Steers, Agency Administrative Director
Anthony Siligato, Village Treasurer and Agency CFO
Steven Klaiman, G&S Port Chester Unit 2A DE, LLC
Stephen Urban, Esq., Company Counsel
Daniel Tartaglia, Esq., Company Counsel

Schedule A

<u>Westchester County, New York</u>	
Westchester County Executive Michaelian Office Building 148 Martine Avenue White Plains, New York 10601 Cert. # 9589071052700100601548	Westchester County Board of Legislators Attn: Chairman Michaelian Office Building 148 Martine Avenue White Plains, New York 10601 Cert. # 9589071052700100600862
<u>Village of Port Chester, New York</u>	
Village of Port Chester Attn: Mayor 222 Grace Church Street Port Chester, New York 10573 Cert. # 9589071052700100601425	Village of Port Chester Attn: Village Manager 222 Grace Church Street Port Chester, New York 10573 Cert. # 9589071052700100600879
<u>Port Chester School District</u>	
Port Chester School District Attn: Superintendent 113 Bowman Avenue Port Chester, New York 10573 Cert. # 9589071052700100600886	Port Chester School District Attn: President, BOE 113 Bowman Avenue Port Chester, New York 10573 Cert. # 9589071052700100600893
<u>Town of Rye, New York</u>	
Town of Rye Attn: Supervisor 222 Grace Church Street Port Chester, New York 10573 Cert. # 9589071052700100600909	Assessor's Office Town of Rye Attn: Charles J. Zaba, Assessor 222 Grace Church Street, Suite 303 Port Chester, New York 10573 Cert. # 9589071052700100600916

QUITCLAIM DEED

THIS INDENTURE, made as of December 11, 2023,

BETWEEN VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 222 Grace Church Street, Port Chester, New York 10573,

party of the first part,

and **G&S PORT CHESTER UNIT 2A DE, LLC**, a New York limited liability company having offices at c/o G&S Investors, 211 East 43rd Street, New York, New York 10017,

party of the second part.

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollars (\$1.00) and other consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL right, title and interest in that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester, and State of New York, as more particularly described on **Schedule "A"** attached hereto,

BEING AND INTENDED TO BE the same premises or portions thereof conveyed to the party of the first part by deed recorded in the Office of the Westchester County Clerk, on August 24, 2006, at Control No. 462160216.

SAID PREMISES being known as all or portions of the premises designated on the Town of Rye tax map as section 142.39, Block 1, Lot 71.

TOGETHER with the party of the first part's interest in and to any streets and roads abutting the above-described premises to the center lines thereof, if any, all appurtenances and all estate and rights of the party of the first part in and to said premises;

SUBJECT TO all easements and covenants of record as of the date hereof; and

AND FURTHER SUBJECT TO that certain Declaration of Covenants and Restrictions, dated as of November 10, 2010, from the part of the first part, and recorded in the Office of the Westchester County Clerk, on December 29, 2010, at Control No. 503083072; and

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of the indenture so requires.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

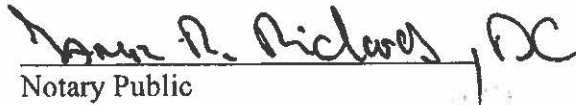
**VILLAGE OF PORT CHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

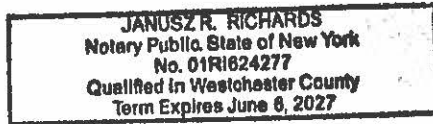
By: 

Name: Frank Ferrara
Title: Chairman

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On the 5 day of ~~DECEMBER~~ in the year 2023, before me, the undersigned, personally appeared **FRANK FERRARA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



QUITCLAIM DEED

VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY

TO

G&S PORT CHESTER UNIT 2A DE, LLC

Property:
142.39-1-71

Town of Rye
Westchester County

RETURN BY MAIL TO:

Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

SCHEDULE "A"

PROPERTY DESCRIPTION

ALL that certain plot, piece or parcel of land situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, known as Unit #2A as shown on a plan entitled "Unit 2 prepared for modified marina development" more particularly bounded and described according to a survey made by John Marano dated February 2, 2007, as follows:

BEGINNING at a point being the intersection of the westerly sideline of realigned Traverse Avenue with the northerly sideline of Purdy Avenue;

RUNNING thence along Purdy Avenue, North $82^{\circ} 11' 58''$ West, 189.33 feet to a point of curvature;

THENCE northwesterly, upon a curve to the right, having a radius of 25.00 feet, a central angle of $90^{\circ} 00' 00''$, an arc distance of 39.27 feet to a point of tangency on the easterly sideline of realigned Don Bosco Place;

THENCE along Don Bosco Place, North $07^{\circ} 48' 02''$ East, 88.32 feet to a point of curvature;

THENCE continuing along realigned Don Bosco Place, upon a curve to the left, having a radius of 327.00 feet, a central angle of $03^{\circ} 47' 31''$, an arc distance of 21.64 feet to a point;

THENCE leaving Don Bosco Place, North $83^{\circ} 08' 02''$ East, 173.87 feet to a point on the westerly side of realigned Traverse Avenue;

THENCE along the westerly sideline of Traverse Avenue, South $06^{\circ} 51' 58''$ East, a distance of 184.81 feet to a point or place of BEGINNING.

Together with the rights contained in that certain Parking Rights Agreement made and entered into as of March 24, 2015 by and among G&S Port Chester Retail I DE LLC ("Retail"), G&S Port Chester Unit 2A DE LLC ("2A"), G&S Port Chester Unit 2B LLC ("2B"), G&S Port Chester Unit 2C DE LLC ("2C"), and G&S Port Chester Unit III LLC ("III"), G&S Port Chester Unit 4A DE LLC ("4A") recorded in the Office of the Clerk of the County of Westchester on April 3, 2015 in Control Number 550763476 (the "PRA") excepting therefrom the rights of mortgagees of record as to the premises leased to 2B and III;

And subject to the rights of Qualified Users (as defined in the PRA) in and to the property.

TERMINATION OF LEASE AND DISCHARGE OF MEMORANDUM OF LEASE

This Termination of Lease and Discharge of Memorandum of Lease (herein, this “Agreement”), made as of December 11, 2023, between **VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with an address at 222 Grace Church Street, Port Chester, New York 10573 (“Agency”), and **G&S PORT CHESTER UNIT 2A DE, LLC**, a New York limited liability company, with an address at 211 E. 43rd Street, New York, New York, 10017 (“Company”).

W I T N E S S E T H:

WHEREAS, Agency and Company are parties to that certain Unit 2A Lease Agreement, dated as of December 11, 2003, between Agency and G&S Port Chester Unit 2A, LLC, relating to certain real property in the Village of Port Chester, County of Westchester, and State of New York, a memorandum of which, dated December 11, 2013, was recorded on April 3, 2015, in the Westchester County Clerk’s Office as Control No. 550653139, as amended and/or modified by the Assignment and Assumption Agreement with Acknowledgment, between G&S Port Chester Unit 2A, LLC and the Company, with acknowledgment of the Agency, dated March 24, 2015 (the “Assignment Agreement”), which was recorded on April 3, 2015, in the Westchester County Clerk’s Office at Control No. 550653169 (such Lease, as amended, being referred to as the “Unit Lease”); and

WHEREAS, Agency and Company desire to terminate the Unit Lease, as amended, assigned, and assumed and discharge and terminate the foregoing Lease Memoranda of record.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the receipt and sufficiency of which are hereby acknowledged by Agency and Company, Agency and Company hereby agree as follows:

1. The Unit Lease is terminated as of the date hereof.
2. The Memorandum of Lease is hereby cancelled and terminated of record.
3. 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.

Record and Return to: Harris Beach PLLC 677 Broadway, Suite 1101 Albany, New York 12207 Attn: Justin S. Miller, Esq.	Westchester County Village of Port Chester Town of Rye Tax Map Numbers: 142.39-1-71
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[Signature Page to Unit 2A Termination of Lease]

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Lease and Discharge of Memorandum of Lease to be executed the day and year first above written.

VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY

By: [Signature]
Name: Frank Ferrara
Title: Chairman

G&S PORT CHESTER UNIT 2A DE, LLC

By: _____
Name: Gregg Wasser
Title: Managing Member

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

SS.:

On the 5 day of DECEMBER, in the year 2023, before me, the undersigned, personally appeared **FRANK FERRARA**, 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.

[Signature]
Notary Public
JANUSZ R. RICHARDS
Notary Public, State of New York
No. 01R1624277
Qualified in Westchester County
Term Expires June 8, 2027

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

On the ____ day of _____, in the year 2023, before me, the undersigned, personally appeared **GREGG WASSER**, 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

[Signature Page to Unit 2A Termination of Lease]

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Lease and Discharge of Memorandum of Lease to be executed the day and year first above written.

VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Frank Ferrara
Title: Chairman

G&S PORT CHESTER UNIT 2A DE, LLC

By: _____
Name: Gregg Wasser
Title: Managing Member

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

On the ___ day of _____, in the year 2023, before me, the undersigned, personally appeared **FRANK FERRARA**, 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)
COUNTY OF WESTCHESTER) SS.:

On the 6th day of December, in the year 2023, before me, the undersigned, personally appeared **GREGG WASSER**, 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.

Monica Draser
Notary Public



OMNIBUS TERMINATION AGREEMENT

This Omnibus Termination Agreement (herein, this "Agreement"), is made as of December 11, 2023, between **VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with an address at 222 Grace Church Street, Port Chester, New York 10573 (the "Agency"), and **G&S PORT CHESTER UNIT 2A DE, LLC**, a New York limited liability company, with an address at 211 E. 43rd Street, New York, New York, 10017 (the "Company"), and with acknowledgment by **VILLAGE OF PORT CHESTER**, a municipal corporation duly organized under the laws of the State of New York with offices at 222 Grace Church Street, Port Chester, New York 10573 (the "Village").

W I T N E S S E T H:

WHEREAS, Agency and Company are parties to that certain Unit 2A Lease Agreement, dated as of December 11, 2003, between Agency and G&S Port Chester Unit 2A, LLC, relating to certain real property in the Village of Port Chester, County of Westchester, and State of New York, a memorandum of which, dated December 11, 2013, was recorded on April 3, 2015, in the Westchester County Clerk's Office as Control No. 550653139, as amended and/or modified by the Assignment and Assumption Agreement with Acknowledgment, between the Agency and the G&S Port Chester Unit 2A, LLC and the Company, dated March 24, 2015 with acknowledgment of the Agency (the "Assignment Agreement"), which was recorded on April 3, 2015, in the Westchester County Clerk's Office at Control No. 550653169 (such Lease, as amended, being referred to as the "Unit Lease"); and

WHEREAS, the Agency, Village and the Company are parties to that certain Payment in Lieu of Taxes Agreement, dated as of December 15, 2003 (the "Original PILOT Agreement"), as amended by that certain Amended and Restated Payment in Lieu of Tax Agreement, dated January 12, 2012 (the "Amendment"), as further amended by the Assignment Agreement, (collectively, the "PILOT Agreement"); and

WHEREAS, the Agency, Village and the Company desire to terminate the Unit Lease and PILOT Agreement subject to the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the receipt and sufficiency of which are hereby acknowledged by the Agency, the Village and the Company, the Agency, the Village and the Company hereby agree as follows:

Section 1. The Unit Lease is hereby terminated as of the date hereof (the "Termination Date"), provided that nothing herein shall be deemed to terminate any provision of the Unit Lease which survives such termination pursuant to the terms of the Unit Lease.

Section 2. The PILOT Agreement is hereby terminated as of the Termination Date, subject to (i) the Company's continuing obligations under Section 2.4 of PILOT Agreement to pay pro-rated PILOT Payments through the Termination Date (the "Final Pro-rated PILOT Payment"), and (ii) the Company's obligation under Section 4(d) of the Original PILOT Agreement to pay 100% of taxes and assessments that would have been levied upon the Facility Realty and Unit during the Restoration Period (as defined within the Original PILOT

Agreement). For purposes of the foregoing, the Company has paid to the Village on or before September 1, 2023 an amount equal to the Final Pro-rated PILOT Payment, and as of the date hereof shall pay the combined full taxes that would otherwise be assessed against the Unit Realty for the following tax years: (i) the remaining days within the 2023 Town and County Tax years; and (ii) the remaining days of the 2023-2024 Village and School Tax years (herein, the "Restoration Period Payment"). The Village previously generated and issued an invoice to the Company for the Final Pro-rated PILOT Payment and the Company has remitted same to the Village on or before September 1, 2023 in satisfaction of same and the Company's obligations under Section 2.4 of the PILOT Agreement. The Village has also generated and issued an invoice to the Company for the Restoration Period Payment and the Company has remitted same to the Town as of the date hereof in satisfaction of same and the Company's obligations under Section 4(d) of the Original PILOT Agreement. Notwithstanding the foregoing, in the event that the Town of Rye issues tax bills for: (i) Town and County taxes retroactively from the Termination Date to the end of the 2023 fiscal year, (ii) Village taxes prospectively for remaining portions of fiscal year 2023-2024, and (iii) School taxes prospectively for remaining portions of fiscal year 2023-2024, the Village and Agency will confirm payment by the Company of the Restoration Period Payment paid as of the date hereof to assure that no PILOT Payment or Restoration Period Payment is made by the Company hereunder that is duplicative of any taxes paid to the Town of Rye either before or after the Termination Date.


Section 3. In accordance with the PILOT Agreement, the parties hereto agree that the Unit and Facility Realty shall be fully taxable as of the date hereof pursuant to Section 520 of the Real Property Tax Law of the State of New York.

Section 4. 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.

[Signature Page to Unit 2A Omnibus Termination]

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Termination Agreement to be executed the day and year first above written.

**VILLAGE OF PORT CHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Frank Ferrara
Title: Chairman

**G&S PORT CHESTER
UNIT 2A DE, LLC**

By: _____
Name: Gregg Wasser
Title: Managing Member

WITH ACKNOWLEDGMENT BY:

VILLAGE OF PORT CHESTER

By: _____
Name: Stuart Rabin
Title: Village Manager

[Signature Page to Unit 2A Termination of Lease]

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Lease and Discharge of Memorandum of Lease to be executed the day and year first above written.

VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY

By: [Signature]
Name: Frank Ferrara
Title: Chairman

G&S PORT CHESTER UNIT 2A DE, LLC

By: _____
Name: Gregg Wasser
Title: Managing Member

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

On the 5 day of DECEMBER, in the year 2023, before me, the undersigned, personally appeared **FRANK FERRARA**, 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.

[Signature]
Notary Public **JANUSZ R. RICHARDS**
Notary Public, State of New York
No. 01RI824277
Qualified in Westchester County
Term Expires June 6, 2027

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

On the ____ day of _____, in the year 2023, before me, the undersigned, personally appeared **GREGG WASSER**, 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

[Signature Page to Unit 2A Omnibus Termination]

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Termination Agreement to be executed the day and year first above written.

**VILLAGE OF PORT CHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Frank Ferrara

Title: Chairman

**G&S PORT CHESTER
UNIT 2A DE, LLC**

By:  _____

Name: Gregg Wasser

Title: Managing Member

WITH ACKNOWLEDGMENT BY:

VILLAGE OF PORT CHESTER

By: _____

Name: Stuart Rabin

Title: Village Manager

[Signature Page to Unit 2A Termination of Lease]

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VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Name: Frank Ferrara

Title: Chairman

G&S PORT CHESTER UNIT 2A DE, LLC

By: _____

Name: Gregg Wasser

Title: Managing Member

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

SS.:

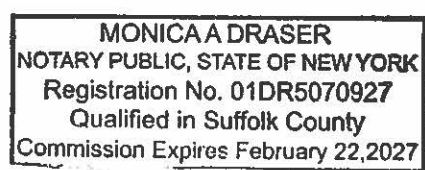
On the ___ day of _____, in the year 2023, before me, the undersigned, personally appeared **FRANK FERRARA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the 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)
COUNTY OF WESTCHESTER) SS.:

On the 6th day of December, in the year 2023, before me, the undersigned, personally appeared **GREGG WASSER**, 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.

Monica Draser
Notary Public



[Signature Page to Unit 2A Omnibus Termination]

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Termination Agreement to be executed the day and year first above written.

**VILLAGE OF PORT CHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Frank Ferrara
Title: Chairman

**G&S PORT CHESTER
UNIT 2A DE, LLC**

By: _____
Name: Gregg Wasser
Title: Managing Member

WITH ACKNOWLEDGMENT BY:

VILLAGE OF PORT CHESTER

By: _____
Name: Stuart Rabin
Title: Village Manager