

**HARRIS BEACH MURTHA**  
ATTORNEYS AT LAW

January 23, 2026

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WHITE PLAINS, NEW YORK 10601  
914.683.1200

**ADRIANA M. BARANELLO**  
ASSOCIATE  
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ABARANELLO@HARRISBEACHMURTHA.COM

VIA CERTIFIED MAIL  
#70200090000093694601  
Mr. Lloyd P. Tasch, IAO  
City of White Plains Department of Assessment  
255 Main Street  
White Plains, New York 10601

RE: Expiration of Tax Agreements for KRG White Plains City Center, LLC (the "Company") and The Tower at City Place Condominium (f/k/a Trump Tower at City Center Condominium) ("Tower") as ultimate successors in interest to LC White Plains, LLC with the County of Westchester Industrial Development Agency (the "Agency")

Properties: Section 125.76, Block 1, Lot 3..6002;  
Section 125.76, Block 1, Lot 3..6031 (f/k/a p/o Section 125.76, Block 1, Lot 3..6003; f/k/a p/o Section 125.76, Block 1, Lot 3); and  
Section 125.76, Block 1, Lot 3..6032 (f/k/a p/o Section 125.76, Block 1, Lot 3..6003; f/k/a p/o Section 125.76, Block 1, Lot 3 (the "Parcels"))

Dear: Mr. Tasch:

On behalf of the Agency, please be advised that the above-captioned, Agency-sponsored Tax Agreement transactions, by and between the Agency and the Company and/or by and between the Agency and Tower, which were previously filed with your office, have expired. As set forth in greater detail below, we ask that your office please immediately move the Parcels off the tax-exempt rolls to the extent each is currently thereon pursuant to the Agency's real property interests in the Parcels. We ask that your office categorize each of the Parcels on the assessment rolls as appropriate to their applicable tax status.

It is our understanding that the Company and/or Tower have been making tax payments, if and to the extent applicable, for their respective Parcels since the expiration of the applicable Tax Agreements, and will continue to do so going forward.

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

Very truly yours,



Adriana M. Baranello

Schedule A

**Via Certified Mail**

**#70200090000093694618**

The Honorable Kenneth Jenkins  
Westchester County Executive  
148 Martine Avenue, 9<sup>th</sup> Floor  
White Plains, New York 10601

**Via Certified Mail**

**#70200090000093694588**

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

**Via Certified Mail**

**#70200090000093694564**

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**

**#70200090000093694540**

Dr. Joseph Ricca  
Superintendent of Schools  
White Plains Public Schools  
5 Homeside Lane  
White Plains, New York 10605

**Via Certified Mail**

**#70200090000093694595**

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

**Via Certified Mail**

**#70200090000093694571**

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

**Via Certified Mail**

**#70200090000093694557**

The Honorable Justin Brasch  
Mayor of the City of White Plains  
255 Main Street  
White Plains, New York 10601

**Via Certified Mail**

**#70200090000093694533**

Rosemarie Eller  
President of the Board of Education  
White Plains Public Schools  
5 Homeside Lane  
White Plains, New York 10605

## OMNIBUS TERMINATION OF AGREEMENTS

THIS OMNIBUS TERMINATION OF AGREEMENTS, dated as of January 23, 2026 (this "Termination Agreement") is made by and between the **COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a public benefit corporation of the State of New York, having its principal office at 148 Martine Avenue, White Plains, New York 10601 (the "Agency"), **THE TOWER AT CITY PLACE CONDOMINIUM (f/k/a TRUMP TOWER AT CITY CENTER CONDOMINIUM)** a New York unincorporated association, with an address at 10 City Place, White Plains, New York 10601, for itself and as successor in interest to The Lofts at City Center Condominium ("Tower"), and **KRG WHITE PLAINS CITY CENTER, LLC**, a Delaware limited liability company, having an office at 30 South Meridian Street, Indianapolis, Indiana 46204 (the "Company"), as successor in interest to Inland Diversified White Plains City Center, LLC ("Inland") (each of the Agency, Tower, and the Company, a "Party" and collectively, the "Parties").

### RECITALS

WHEREAS, the New York State Industrial Development Agency Act, 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") authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, any building or other improvement, and all real and personal properties, including but not limited to machinery and equipment, deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, industrial or civic purposes, to the end that such agencies may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the Agency was established by Chapter 788 of the Laws of 1976 of the State of New York, as amended by Chapter 564 of the Laws of 1983 (together with the Enabling Act, the "Act") for the benefit of the County of Westchester and the inhabitants thereof; and

WHEREAS, in furtherance of a certain project (the "Municipal Garage Project") relating to the redevelopment of a Municipal Parking Garage located at 237 Martine Avenue (Section 125.76, Block 1, Lot 3..6001, f/k/a p/o Section 125.76, Block 1, Lot 3) (the "Municipal Parking Garage Lot") in the downtown area of the City of White Plains ("City"), and in accordance with the City's Phase I of the Main-Mamaroneck Urban Renewal Project, the Agency, LC White Plains, LLC ("LCWP"), the City, and the White Plains Urban Renewal Agency (the "WPURA,") entered into various agreements, including: (i) a certain Bargain and Sale Deed with Covenant Against Grantor's Acts dated April 24, 2002 from the City to the WPURA conveying fee title of the Municipal Parking Garage Lot with an eventual reversion to the City, such Deed recorded in the Office of the Westchester County Clerk on July 11, 2002 as Control Number 421780264, as corrected by that

Correction Bargain and Sale Deed with Covenant Against Grantor's Acts dated February 4, 2003 and recorded in the Office of the Westchester County Clerk on May 28, 2003 as Control Number 431321103; and

WHEREAS, in connection with the Municipal Garage Project, the Agency issued its \$27,245,000 Taxable Industrial Revenue Bonds, Series 2003 (the "Series 2003 Bonds") under that certain Indenture of Trust, dated as of July 1, 2003, as amended from time to time (the "Indenture") by and between the Agency and Hudson Valley Bank (the "Initial Trustee"); and

WHEREAS, in connection with the issuance of the Series 2003 Bonds, ACA Financial Guaranty Corporation ("ACA") issued a Bond Insurance Policy, dated as of July 1, 2003 (the "Bond Insurance"); and

WHEREAS, as security for the Series 2003 Bonds, LCWP and the Agency executed a Leasehold Mortgage and Security Agreement, dated July 1, 2003, in favor of the Initial Trustee and ACA, encumbering the Municipal Parking Garage Project, recorded in the Office of the Westchester County Clerk on February 2, 2004, as Control Number 433010108 (the "Bond Mortgage"); and together with the Indenture, the Bond Insurance, the Pledge and Assignment (as defined below) and the URA Lease (as defined below), collectively, the "Bond Documents"); and

WHEREAS, pursuant to that certain Second Amended Contract for Sale dated April 24, 2002, recorded on July 11, 2002 in the Office of the Westchester County Clerk as Control Number 421780143 (the "Second Amended Contract for Sale"), the City and the Agency granted LCWP the option to acquire an easement for light, air and view that precludes the City from developing a certain "air parcel", (Section 125.76, Block 1, Lots 3..6003; f/k/a p/o Section 125.76, Block 1, Lot 3) (the "Air Parcel"), located above the Municipal Parking Garage Lot, and the option to acquire development rights to the Air Parcel; and

WHEREAS, LCWP exercised its rights under the Second Amended Contract for Sale as evidenced by that certain, Grant of Development Rights and Easement Agreement dated May 22, 2003, and pursuant to which the City, WPURA, the Agency, LCWP and the WPLDC entered into an Elevated Retail Easement Agreement (the "Elevated Easement Agreement") dated November 10, 2003, and recorded in the Office of the Westchester County Clerk on May 7, 2004 as Control Number 440850065, pursuant to which LCWP was granted the easement necessary to develop the Air Parcel; and

WHEREAS, as contemplated by the Elevated Easement Agreement, WPURA and the City, as grantors, conveyed the Air Parcel to LCWP in a certain Bargain and Sale Deed Without Covenants Against Grantor's Acts, dated November 10, 2003 and recorded in the Office of the Westchester County Clerk on May 7, 2004, as Control Number 440850076 (the "First Air Parcel Deed"); and

WHEREAS, contemporaneously with execution of the First Air Parcel Deed, LCWP conveyed fee title to the Air Parcel to the Agency in a certain Bargain and Sale Deed Without Covenants Against Grantor's Acts, dated November 10, 2003, and recorded in the Office of the Westchester County Clerk on May 7, 2004, as Control Number 440850080 (the "Second Air Parcel Deed"); and

WHEREAS, in furtherance of a certain project benefitting development of the Air Parcel (the "Air Parcel Project"): (i) the Agency leased the Air Parcel to LCWP pursuant to a certain Supplemental Agreement of Lease (Retail Component) dated as of November 10, 2003 (the "Agency Air Parcel Lease"), a memorandum thereof was recorded in the Office of the Westchester County Clerk on May 7, 2004 as Control Number 440850086; (ii) the Agency and LCWP made provisions for payments in lieu of real property taxes pursuant to that certain Payment in Lieu of Tax Agreement (the "Air Parcel PILOT Agreement"); and (iii) the Agency and LCWP entered into a PILOT Lien and Security Agreement (Project Elevated Retail Component/ Project Outdoor Recreation Component) dated as of November 10, 2003 to the City, which was recorded on May 7, 2004 in the Office of the Westchester County Clerk as Control Number 440850101 (the "Air Parcel PILOT Lien," collectively, with the Air Parcel Lease and the Air Parcel PILOT Agreement, the "Air Parcel Project Documents"); and

WHEREAS, LCWP subleased its interest in a portion of the Air Parcel (the "Outdoor Recreation Premises") to LC White Plains Recreation, LLC ("Recreation") pursuant to that certain Sublease ("Recreation Sublease") dated as of November 10, 2003 a memorandum thereof was recorded in the Office of the Westchester County Clerk on May 7, 2004 as Control Number 440850094, such Recreation Sublease was modified by that certain First Amendment to Sublease ("First Amendment to Recreation Sublease") dated May 8, 2007, a memorandum thereof was recorded in the Office of the Westchester County Clerk on June 1, 2007 as Control Number 471450210; Recreation further subleased its interest in the Recreation Sublease to LC White Plains Outdoor Recreation, LLC ("Outdoor Recreation") pursuant to that certain Sub-Sublease dated as of December 1, 2006 ("Recreation Sub-Sublease"), a memorandum thereof was recorded in the Westchester County Clerk's Office on February 9, 2007 as Control Number 470190688; and then, pursuant to that Contract for Sale, dated April 8, 2008 between Outdoor Recreation and City Place Parking, LLC ("Parking"), as sellers, and Tower and The Lofts at City Center Condominium ("Lofts") as purchasers, Outdoor Recreation assigned its rights and interest in the Recreation Sub-Sublease to Tower and Lofts by way of that certain Assignment and Assumption of Recreation Sub-Sublease dated as of May 29, 2008, recorded in the Office of the Westchester County Clerk on August 8, 2008 as Control Number 482120522; the Recreation Sublease and First Amendment to Recreation Sublease were then terminated pursuant to that Termination of Memorandum of Lease dated September 28, 2012 by and between Recreation and the Company, and recorded in the Office of the Westchester County Clerk on January 24, 2013 as Control Number 522713429; and

WHEREAS, LCWP assigned its rights in the Air Parcel Project Documents to Recreation pursuant to that Assignment and Assumption of Project Documents, dated as of September 28, 2012, which assignment was recorded in the Office of the Westchester County Clerk on February 28, 2013 as Control Number 522713310; Recreation then assigned its interest in the Air Parcel Project Documents to Inland pursuant to that Assignment and Assumption of Project Documents, dated as of September 28, 2012 and recorded in the Office of the Westchester County Clerk on January 24, 2013 as Control Number 522713347; the Agency and Inland thereafter executed that certain Amended and Restated Memorandum of Lease dated as of September 28, 2012, and recorded in the Office of the Westchester County Clerk on January 24, 2013 as Control Number 522723324 (the "Inland A&R Memorandum of Lease"); and

WHEREAS, in connection therewith, Inland executed that certain Declaration of Covenants and Restrictions dated as of September 28, 2012, and recorded on April 9, 2013 in the Office of the Westchester County Clerk as Control Number 523423371 and that certain Declaration of Restrictions dated March 8, 2013 and recorded on April 4, 2013 as Control Number 530953104; and

WHEREAS, LCWP conveyed fee title to a certain Subterranean Parking Garage (Section 125.76, Block 1, Lots 3..6002 f/k/a p/o Section 125.76, Block 1, Lot 3) (the "Subterranean Parking Garage") to the Agency in a certain Bargain and Sale Deed with Covenants Against Grantor's Acts, dated April 24, 2002, and recorded in the Office of the Westchester County Clerk, on July 11, 2002, at Control Number 421780540, as corrected by Correction Bargain and Sale Deed with Covenant Against Grantor's Acts dated February 4, 2003, and recorded in the Office of the Westchester County Clerk on September 9, 2004 as Control Number 440290435, as corrected by Correction Bargain and Sale Deed with Covenant Against Grantor's Acts, dated September 28, 2012, and recorded in the Office of the Westchester County Clerk on December 14, 2012, at Control Number 522703373 (collectively, the "Subterranean Parking Garage Deed"); and

WHEREAS, in furtherance of a certain project benefitting development of the Subterranean Parking Garage (the "Subterranean Parking Garage Project"), the Agency Leased the Subterranean Parking Garage to LCWP pursuant to that certain Lease Agreement, dated as of November 10, 2003, a memorandum of which was recorded in the Office of the Westchester County Clerk on May 7, 2004, as Control Number 421780600, as amended by a certain Lease Amendment, dated April 24, 2004, a memorandum of which was recorded in the Office of the Westchester County Clerk on April 29, 2004 as Control Number 440200014 (collectively, the "Subterranean Parking Garage Lease"); LCWP then subleased the Subterranean Parking Garage to City Place Parking LLC ("Parking") pursuant to a certain Sublease ("Subterranean Sublease") dated as of June 20, 2006, a memorandum thereof was recorded in the Office of the Westchester County Clerk on September 5, 2006 as Control Number 462300163; and then Parking assigned its rights under the Subterranean Sublease to Tower and Lofts pursuant to a certain Assignment and Assumption of Parking Sublease dated May 29, 2008, and recorded in the Office of the Westchester County Clerk on August 8, 2008 as Control Number 482120526 (collectively, the "Subterranean Parking Garage Project Documents"); and

WHEREAS, pursuant to a certain Agreement, dated April 6, 2012, by and between Tower and Lofts, the equity interest held by Lofts was converted to nonrecourse ownership participation, and fee ownership of the Subterranean Parking Garage and Air Parcel will be held by Tower, pursuant to the actions contemplated herein; and

WHEREAS, in 2012, Air Parcel the was expressly excluded from the Garage Project, pursuant to a certain Second Amendment to Lease Agreement, by and between the City, WPURA and the Agency, dated October 2, 2012, and recorded in the Office of the Westchester County Clerk on March 22, 2013, at Control Number 523123101, which Second Amendment to Lease Agreement a certain Lease Agreement, dated as of April 24, 2002, between WPURA, LCWP and the City, and recorded in the Office of the Westchester County Clerk on May 7, 2004, at Control Number 421780303, as previously amended by a certain First Amendment to Lease, dated August 31, 2011, and recorded in the Office of the Westchester County Clerk on September 14, 2012 at Control Number 521723419 (collectively, "URA Lease"); and

WHEREAS, as further confirmed by the following, the Air Parcel is not encumbered by the Bond Documents: (i) that certain Amended Settlement and Release Agreement dated April 23, 2025 between the Assured Capital and the Issuer; (ii) that certain Partial Release of Pledge and Assignment by Wilmington Trust, as successor to the Initial Trustee, dated April 22, 2025, and recorded in the Office of the Westchester County Clerk on May 2, 2025, as Control Number 651203368 (the "Partial Release of Pledge and Assignment"), releasing the Air Parcel from that certain Pledge and Assignment dated July 1, 2003 (the "Pledge and Assignment"), pursuant to which the Agency assigned its rights to rents under the Bond Documents to the Initial Trustee, such Pledge and Assignment was recorded in the Office of the Westchester County Clerk on February 2, 2004 as Control Number 433010120; and (iii) that certain Partial Release of Mortgage (the "Partial Release of Mortgage") dated April 22, 2025, by Wilmington Trust, as successor to the Initial Trustee and ACA, releasing the Air Parcel from the Bond Mortgage, recorded in the Office of the Westchester County Clerk on May 2, 2025 as Control Number 651203303; and

WHEREAS, this Termination Agreement shall not be construed to amend, supplement, modify, restate, terminate and/or release the Bond Documents to any extent whatsoever; and

WHEREAS, the Air Parcel PILOT Agreement has terminated as evidenced by the discharge of the Air Parcel PILOT Lien by a certain Satisfaction of Mortgage executed by the City on February 24, 2025, and recorded in the Office of the Westchester County Clerk on March 14, 2025, as Control Number 650723092; and

WHEREAS, pursuant to that certain Partial Satisfaction and Release, Banco Popular released the Air Parcel from that certain Mortgage, dated November 11, 2025 and recorded in the Office of the Westchester County Clerk on November 20, 2025, as Control Number 653243030; and

WHEREAS, on April 15, 2025, the Agency, Tower, Lofts, and the Company submitted a joint application for subdivision to the City, requesting the subdivision of the Air Parcel into Parcel 5A (Section 125.76, Block 1, Lot 3..6032) and Parcel 5B (Section 125.76, Block 1, Lot 3..6031) (the "Subdivision Application"); and

WHEREAS, as a condition to approval of the Subdivision Application, the Agency, Tower and Lofts, as Grantors, and the Company as Grantee, entered into that certain Easement Agreement (Emergency Egress), dated July 15, 2025 to provide KRG with an easement for emergency egress across Lot 5B, which Easement Agreement was recorded in the Office of the Westchester County Clerk on December 22, 2025, as Control Number 653103113; and

WHEREAS, the Agency now desires to convey Parcel 5A to Tower, and to convey Parcel 5B to KRG, as successor in interest to Inland; and

WHEREAS, given that the Pledge and Assignment, the Bond Mortgage, and the Air Parcel PILOT Lien have all been discharged with respect to the Air Parcel, the Agency now desires to terminate the leases encumbering the Air Parcel mentioned herein of record; and

WHEREAS, the Agency further desires to terminate the Subterranean Parking Garage Project Documents and convey fee title to the Subterranean Parking Garage to Tower.

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties hereto agree as follows:

Section 1. Definition of Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Leases.

Section 2. Termination of Leases.

(a) The Parties hereby agree that all covenants, agreements and other obligations of the Parties set forth in any of the agreements (the "Agreements") listed in Exhibit A attached hereto, with respect solely to the extent each lease encumbers the Air Parcel or the Subterranean Parking Garage, have ceased, terminated and become void and have been discharged and satisfied, except for provisions therein that specifically survive such termination.

(b) The Parties acknowledge that a separate Termination of Leases, dated as of the date hereof, will be executed by the Parties and delivered to the Westchester County Clerk's Office to effectuate the termination of the Agreements and the discharge of such Agreements as of record, with respect to the Air Parcel and the Subterranean Parking Garage.

Section 3. Return of Fee Title. The Parties acknowledge that three separate Deeds, dated as of the date hereof, will be executed by the Agency and recorded in the Office of the Westchester County Clerk to effectuate the delivery of fee title as follows:

(a) Quitclaim Deed conveying Parcel 5A to Tower;

(b) Quitclaim Deed conveying Parcel 5B to KRG; and

(c) Quitclaim Deed conveying the Subterranean Parking Garage to Tower.

Section 4. Termination of Air Parcel PILOT Agreement. The Parties hereby agree that all covenants, agreements and other obligations of the Parties, pursuant to the Air Parcel PILOT Agreement with respect to the Air Parcel, have ceased, terminated and become void and have been discharged and satisfied, except for provisions therein that specifically survive such termination.

Section 5. Binding Effect. This Termination Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Section 6. Amendments, Changes and Modifications. This Termination Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of all of the parties hereto.

Section 7. Execution of Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8. Applicable Law. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof.

Section 9. Section Headings Not Controlling. The headings used herein are solely for convenience of reference and shall not constitute a part of this Termination Agreement, nor shall they affect its meaning, construction or effect.

Section 10. Other Actions Necessary. The parties hereto are authorized to execute any other documents or take any other actions necessary to effectuate this Termination Agreement and the consummation of the transactions contemplated herein.

Section 11. Subleases Not Altered. Notwithstanding anything to the contrary contained herein, the Parties hereto agree that any and all subleases, by and between the Company and its subtenants that are presently in full force and effect with respect to Parcel 5A, Parcel 5B and the Subterranean Parking Garage shall not be modified, restricted, amended or terminated by this Termination Agreement, nor any other termination document contemplated herein.

Section 12. Agency Release. The Company, and Tower, together with the past and present, employees, officers, agents, representatives, principals, directors, related entities, parent companies, subsidiary corporations, sister corporations and other affiliated business entities, primary insurers, excess insurers, affiliated corporations, assigns, affiliates, successors-in-interest, attorneys and agents of each, hereby fully and forever irrevocably release and discharge the Agency and its respective, trustees, employees, officers, agents, from and hereby waive, any and all claims, actions, causes of action of any kind or nature, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, claims, any and all liens, encumbrances, rights of recovery, and rights of subrogation that have been made, will be made and that are known and unknown, and demands whatsoever, in law, admiralty or equity, whether now known or unknown, foreseen or unforeseen, that the Company and Tower, the past and present, employees, officers, agents, representatives, principals, directors, related entities, parent companies, subsidiary corporations, sister corporations and other affiliated business entities, primary insurers, excess insurers, affiliated corporations, assigns, affiliates, successors-in-interest, attorneys and agents of each of the Company and Tower, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Termination Agreement, related directly or indirectly to this Termination Agreement or the Agreements.

[Remainder of Page Intentionally Left Blank]





IN WITNESS WHEREOF, the parties have executed this Omnibus Termination as of the day and year first above written.

**THE TOWER AT CITY PLACE  
CONDOMINIUM (f/k/a TRUMP TOWER AT  
CITY CENTER CONDOMINIUM)**

By: Anthony Schembri, Pres.  
Name: Anthony Schembri  
Title: President of the Board of Managers

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss.

On the 15<sup>th</sup> day of JAN in the year 2026 before me, the undersigned, personally appeared Anthony Schembri, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



**Exhibit A**

Agreements to be Discharged

1. Lease Agreement dated as of November 10, 2003 by and between the Agency as Lessor and the Company as Lessee, recorded in the Office of the Westchester County Clerk on May 8, 2004 as Control Number 440850086.
2. Amended and Restated Memorandum of Lease dated as of September 28, 2012 by and between the Agency and Inland and recorded in the Office of the Westchester County Clerk on January 24, 2013 as Control Number 522723324.
3. Memorandum of Lease Agreement, dated as of November 10, 2003, by and between the Agency as Lessor and LCWP as lessee, recorded in the Office of the Westchester County Clerk on May 7, 2004, as Control Number 421780600.
4. Lease Agreement dated April 24, 2004 by and between the Agency and the Company, a memorandum of which was recorded in the Office of the Westchester County Clerk on April 29, 2004 as Control Number 440200014.