AGENDA – October 18, 2016

PROCLAMATION
National Breast Cancer Awareness Month.

Every year, too many Americans are touched by the pain and hardship caused by breast cancer -- a disease that, among women, is not only one of the most common cancers, but also one of the leading causes of cancer-related death. During National Breast Cancer Awareness Month, we honor all those who lost their lives to breast cancer, and we recognize the courageous survivors who are still fighting it. For these individuals, and for their loved ones who give their unwavering support during the most trying times, we recommit ourselves to the essential and necessary work of forging a future free from cancer in all its forms.

Hundreds of thousands of Americans will be diagnosed with breast cancer this year, and tens of thousands will lose their battle with this disease. Although both women and men can have breast cancer, women are at higher risk. Women with a family history of breast cancer, or those who are older or obese, are also more likely to be diagnosed with breast cancer. I encourage all women to find out if they are at increased risk and to learn more about recommended screenings by speaking with their health care providers and by visiting www.Cancer.gov/Breast.

Early detection and treatment can save lives. Since I took office, I have worked to make quality, affordable health care a reality for more Americans. The Affordable Care Act has given millions of women expanded access to preventive services, including screening tests such as mammograms, with no out-of-pocket costs. Women can no longer be denied coverage because of a pre-existing condition, including a family history of breast cancer, and lifetime and annual limits on essential health benefits have been eliminated.

Critical research efforts over time have yielded great progress in how we diagnose and treat breast cancer, which has produced a steady increase in survival rates for those suffering from this disease -- and it is crucial that we keep building on these successes. This year, the National Cancer Institute launched the largest study of its kind to investigate the role of genetic and biological factors in breast cancer risk among African American women, who have a higher risk of dying from breast cancer. The White House Cancer Moonshot Task Force, also launched this year, is a new national effort striving to make a decade's worth of progress in preventing, diagnosing,

and treating cancer in just 5 years. And through the Precision Medicine Initiative -- a bold research effort aimed at delivering disease prevention and treatment based on an individual's unique traits and genetic information -- we are pursuing new oncology-focused efforts to advance personalized care through targeted cancer therapies.

This month, with bold pink ribbons displayed proudly across America, we stand in solidarity with breast cancer survivors and reaffirm our commitment to raising awareness of this disease and to advancing research efforts. Let us thank the countless advocates, medical professionals, researchers, and caregivers who dedicate their lives to fighting for a world without breast cancer, and together, let us carry out our mission to cure cancer once and for all.

NOW, THEREFORE, I, BARACK OBAMA, President of the United States of America, by virtue of the authority vested in me by the Constitution and the laws of the United States, do hereby proclaim October 2016 as National Breast Cancer Awareness Month. I encourage citizens, government agencies, private businesses, nonprofit organizations, and all other interested groups to join in activities that will increase awareness of what Americans can do to prevent breast cancer.

AGENDA – October 18, 2016

____ Does Board wish to have the minutes of the **Regular Meeting** on **October 4, 2016** be read aloud?

Moved by Trustee _____ that the reading of the minutes of the **Regular Meeting** on **October 4, 2016** be dispensed with and that they be accepted as reviewed.

Seconded by Trustee _____

AGENDA – October 18, 2016

____ Clerk wishes to report that Mayor Hall approved miscellaneous license and permit applications as reviewed.

Business License for approval

Cracker King Corp. 307 Peninsula Blvd.	Taxi Latino 176 Jackson St.
All Island 176 Jackson St.	Bakery El Monte Sinai Corp. 100-A North Franklin St.
Vasquez Beauty Salon 10 West Columbia St.	Danice Stores, Inc. 164 Fulton St.
Lesly Dominican Salon 425-A Jerusalem Ave.	Panda Nails Top Inc. 271 Fulton Ave.
Famouse Horse Inc. dba VIM 45 Main St.	El Nopal Restaurant Corp. 167 Main St.
H&R Block 42 North Franklin St.	T-Mobile 112 Fulton Ave.

AGENDA – October 18, 2016

Does the Board wish to approve the resolution granting the taxpayer Peninsula Realty Group, for the property known as 671 Peninsula Blvd, Hempstead, New York, a refund in the amount of **$39,000.00** for the tax years **2009/10** through **2016/17?**

WHEREAS, litigation was instituted against the Incorporated Village of Hempstead in the Supreme Court, County of Nassau, State of New York, under Consolidated Index No. 400112/2011, in case entitled "In the Matter of PENINSULA REALTY GROUP, Petitioner, against The Assessor and The Board of Assessment Review of the Village of Hempstead, Respondents" to resolve the issue of the true assessment, both retroactively and prospectively, for the 2009/10 through 2016/17 tax years, for real property tax purposes, for the premises described as Section 34, Block G, Lots 10-12, 585, 586, 642, known as 671 Peninsula Boulevard, Hempstead, New York 11550; and

WHEREAS, by proposed Stipulation of Settlement, subject to the approval of this Board, the Village has agreed to refund to Peninsula Realty Group, owner of 671 Peninsula Boulevard, a total of $39,000.00, to resolve the issue of the true tax assessment for the 2009/10 through 2016/17 tax years, payable in one lump sum within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to Peninsula Realty Group, owner of 671 Peninsula Boulevard, a total of $39,000.00, to resolve the issue of the true tax assessment for the 2009/10 through 2016/17 tax years, payable in one lump sum within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of Peninsula Realty Group, for property known as 671 Peninsula Boulevard, Hempstead, New York 11550, for the tax years 2009/10 through 2016/17, shall be discontinued with prejudice and that no costs or disbursements shall be awarded to either party; and

BE IT FURTHER RESOLVED, that the issue of the prospective tax assessment for the tax years 2016/17, 2017/18, and 2018/19 will be $19,890.00 and that no protest will be filed by Peninsula Realty Group, owner of property known as 671 Peninsula Boulevard, Hempstead, NY, for the tax years 2017/18, 2018/19, and 2019/20; and

BE IT FURTHER RESOLVED, that refund interest is waived unless payment of the refund is delinquent; and

BE IT FURTHER RESOLVED, that the Office of the Village Attorney is authorized to execute a Stipulation of Settlement and any related documents consistent with this Resolution.

Moved by Trustee _____

Seconded by Trustee_____

File # 54629

SUPREME COURT: STATE OF NEW YORK
COUNTY OF NASSAU

In the Matter of	STIPULATION OF SETTLEMENT	
PENINSULA REALTY GROUP,	Tax Yr.	Index # / Cal #
Petitioner,	2009/10 2010/11 2011/12 2012/13 2013/14 2014/15 2015/16 2016/17	400112/11 2013V0221
-against-		
THE BOARD OF ASSESSORS AND/OR THE ASSESSOR OF THE VILLAGE OF HEMPSTEAD AND THE BOARD OF ASSESSMENT REVIEW,	Section: 34 Block: G	
Respondents.	Lots: 10-12, 585, 586, 642	

WHEREAS, petitioner has brought proceedings to review respondents' real property tax assessment on the property owned by petitioner and shown on the Nassau County Land and Tax Map as Section 34, Block G, Lots 10-12, 585, 586, 642, for the 2009/10 through 2016/17 tax years, and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

1. The proceedings herein shall be consolidated under Index #400112/11 and Calendar #2013V0221.

2. Any motions affecting the said proceedings now pending be and the same hereby are withdrawn.

3. The within consolidated proceeding shall be settled for a lump-sum refund of Thirty-Nine Thousand Dollars ($39,000). The payment shall be made to KOEPPEL MARTONE & LEISTMAN, LLP, as attorneys for petitioner, within 120 days of service of the Order and Judgment that effectuates this settlement with verified claim form and proof of payment of taxes for all tax years. If payment is not made as provided herein, then interest shall accrue at the rate of 6% per annum.

4. It is further stipulated and agreed that the assessed valuation for tax years 2017/18, 2018/19 and 2019/20 shall be reduced as follows and petitioner will not file an RPTL Article 7 proceeding for these tax years provided that the assessment is so corrected, unless the subject property is destroyed or damaged by fire or other casualty, demolished, altered, or subject to other significant factors set forth in RPTL 727 (2):

Lots	Original Assessed Value	Reduction	Final Assessed Value
10-12, 585	$ 13,000	$ 3,260	$ 9,740
586, 642	13,550	3,400	10,150

5. The proceedings for the tax years 2009/10 through 2016/17 are withdrawn without costs upon payment of the refund and reduction of the aggregate assessed value for the 2017/18 tax year.

Dated: Mineola, New York
September 29, 2016

KOEPPEL MARTONE & LEISTMAN, LLP
Attorneys for Petitioner

By _____
Jamie P. Alpern, Esq.

DEBRA A. URBANO-DISALVO, ESQ.
Attorney for Respondents
Village of Hempstead

By _____
Keisha N. Marshall, Esq.

AGENDA – October 18, 2016

Does the Board wish to approve the resolution granting the taxpayer John & Wanda Senko., for the property known as 89 & 99 Peninsula Blvd & Peninsula Blvd., Hempstead, New York, a refund in the amount of **$4,500.00** for the tax years **2009/10** through **2016/17?**

WHEREAS, litigation was instituted against the Incorporated Village of Hempstead in the Supreme Court, County of Nassau, State of New York, under Consolidated Index No. 400265/2013, in case entitled "In the Matter of JOHN & WANDA SENKO, Petitioner, against The Assessor and The Board of Assessment Review of the Village of Hempstead, Respondents" to resolve the issue of the true assessment, both retroactively and prospectively, for the 2009/10 through 2016/17 tax years, for real property tax purposes, for the premises described as Section 34, Block 394, Lots 29-32, 36-37, known as 89 & 99 Peninsula Blvd. and Peninsula Blvd., Hempstead, New York 11550; and

WHEREAS, by proposed Stipulation of Settlement, subject to the approval of this Board, the Village has agreed to refund to John & Wanda Senko, owner of 89 & 99 Peninsula Blvd. and Peninsula Blvd., a total of $4,500.00, to resolve the issue of the true tax assessment for the 2009/10 through 2016/17 tax years, payable in one lump sum within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to John & Wanda Senko, owner of 89 & 99 Peninsula Blvd. and Peninsula Blvd., a total of $4,500.00, to resolve the issue of the true tax assessment for the 2009/10 through 2016/17 tax years, payable in one lump sum within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of John & Wanda Senko, for property known as 89 & 99 Peninsula Blvd. and Peninsula Blvd., Hempstead, New York 11550, for the tax years 2009/10 through 2016/17, shall be discontinued with prejudice and that no costs or disbursements shall be awarded to either party; and

BE IT FURTHER RESOLVED, that refund interest is waived unless payment of the refund is delinquent; and

BE IT FURTHER RESOLVED, that the Office of the Village Attorney is authorized to execute a Stipulation of Settlement and any related documents consistent with this Resolution.

Moved by Trustee _____

Seconded by Trustee_____

File # 44498

SUPREME COURT: STATE OF NEW YORK
COUNTY OF NASSAU

In the Matter of		STIPULATION OF SETTLEMENT	
		Tax Yr.	Index #	Cal #
JOHN SENKO AND WANDA SENKO,				
Petitioner,		2009/10 2010/11 2011/12 2012/13 2013/14 2014/15 2015/16 2016/17	400265/13	2013V0825
-against-				
THE BOARD OF ASSESSORS AND/OR THE ASSESSOR OF THE VILLAGE OF HEMPSTEAD AND THE BOARD OF ASSESSMENT REVIEW,				
		Section: 34 Block: 394		
Respondents.		Lots: 29, 30, 31, 32, 36, 37		

WHEREAS, petitioner has brought proceedings to review respondents' real property tax assessment on the property owned by petitioner and shown on the Nassau County Land and Tax Map as Section 34, Block 394, Lots 29, 30, 31, 32, 36, 37, for the 2009/10 through 2016/17 tax years, and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

1. The proceedings herein shall be consolidated under Index #400265/13 and Calendar #2013V0825.

2. Any motions affecting the said proceedings now pending be

and the same hereby are withdrawn.

3. The within consolidated proceeding shall be settled for a lump-sum refund of Four Thousand Five Hundred Dollars ($4,500). The payment shall be made to KOEPPEL MARTONE & LEISTMAN, LLP, as attorneys for petitioner, within 120 days of service of the Order and Judgment that effectuates this settlement with verified claim form and proof of payment of taxes for all tax years. If payment is not made as provided herein, then interest shall accrue at the rate of 6% per annum.

4. The proceedings for the tax years 2009/10 through 2016/17 are withdrawn without costs upon payment of the refund.

Dated: Mineola, New York
October 4, 2016

KOEPPEL MARTONE & LEISTMAN, LLP
Attorneys for Petitioner

By _____
Jamie P. Alpern, Esq.

DEBRA A. URBANO-DISALVO, ESQ.
Attorney for Respondents
Village of Hempstead

By _____
Keisha N. Marshall, Esq.

AGENDA – October 18, 2016

Does the Board wish to approve the resolution granting the taxpayer Webb Gardens LLC., for the property known as 44 & 50 Webb Ave., Hempstead, New York, a refund in the amount of **$10,697.00** for the tax years **2011/12** through **2016/17?**

WHEREAS, litigation was instituted against the Incorporated Village of Hempstead in the Supreme Court, County of Nassau, State of New York, under Consolidated Index No. 4003108/2014, in case entitled "In the Matter of WEBB GARDENS LLC, Petitioner, against The Assessor and The Board of Assessment Review of the Village of Hempstead, Respondents" to resolve the issue of the true assessment, both retroactively and prospectively, for the 2011/12 through 2016/17 tax years, for real property tax purposes, for the premises described as Section 34, Block 214, Lots 1-5, 59-61, known as 44 & 50 Webb Avenue, Hempstead, New York 11550; and

WHEREAS, by proposed Stipulation of Settlement, subject to the approval of this Board, the Village has agreed to refund to Webb Avenue, owner of 44 & 50 Peninsula Blvd. and Peninsula Blvd., a total of $10,697.00, to resolve the issue of the true tax assessment for the 2011/12 through 2016/17 tax years, payable in one lump sum within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to Webb Gardens LLC, owner of 44 & 50 Webb Gardens a total of $10,697.00, to resolve the issue of the true tax assessment for the 2011/12 through 2016/17 tax years, payable in one lump sum within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of Webb Gardens LLC, for property known as 44 & 50 Webb Gardens, Hempstead, New York 11550, for the tax years 2011/12 through 2016/17, shall be discontinued with prejudice and that no costs or disbursements shall be awarded to either party; and

BE IT FURTHER RESOLVED, that refund interest is waived unless payment of the refund is delinquent; and

BE IT FURTHER RESOLVED, that the Office of the Village Attorney is authorized to execute a Stipulation of Settlement and any related documents consistent with this Resolution.

Moved by Trustee _____

Seconded by Trustee_____

File # 40286

SUPREME COURT: STATE OF NEW YORK
COUNTY OF NASSAU

In the Matter of	STIPULATION OF SETTLEMENT		
	Tax Yr.	Index #	Cal #
WEBB GARDENS LLC, Petitioner,	2011/12 2012/13 2013/14 2014/15 2015/16 2016/17	403108/14	2014V1733
-against-			
THE BOARD OF ASSESSORS AND/OR THE ASSESSOR OF THE VILLAGE OF HEMPSTEAD AND THE BOARD OF ASSESSMENT REVIEW, Respondents.	Section: 34 Block: 214 Lots: 1-5, 59-61		

WHEREAS, petitioner has brought proceedings to review respondents' real property tax assessment on the property owned by petitioner and shown on the Nassau County Land and Tax Map as Section 34, Block 214, Lots 1-5, 59-61 for the 2011/12 through 2016/17 tax years, and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

1. The proceedings herein shall be consolidated under Index #403108/14 and Calendar #2014V1733.

2. Any motions affecting the said proceedings now pending be

and the same hereby are withdrawn.

3. The within consolidated proceeding shall be settled for a lump-sum refund of Ten Thousand Six Hundred Ninety Seven Dollars ($10,697). The payment shall be made to KOEPPEL MARTONE & LEISTMAN, LLP, as attorneys for petitioner, within 120 days of service of the Order and Judgment that effectuates this settlement with verified claim form and proof of payment of taxes for all tax years. If payment is not made as provided herein, then interest shall accrue at the rate of 6% per annum.

4. The proceedings for the tax years 2011/12 through 2016/17 are withdrawn without costs upon payment of the refund.

Dated: Mineola, New York
September 1, 2016

KOEPPEL MARTONE & LEISTMAN, LLP
Attorneys for Petitioner

By _____
Jamie P. Alpern, Esq.

DEBRA A. URBANO-DISALVO, ESQ.
Attorney for Respondents
Village of Hempstead

By _____
Keisha N. Marshall, Esq.

AGENDA – October 18, 2016

Does the Board wish to authorize the agreement for unpaid Village Tax Liens levied on certain parcels within the Village?

WHEREAS, as assignee of the County, AJM CAPITAL II, LLC ("AJM") is the holder of certain Nassau County (the "County") Certificates of Sale of Tax Liens (each, a "Certificate" and collectively, the "Certificates") with respect to certain properties (each, a "Property" and collectively, the "Properties") as shown on Exhibit "A" attached to the Agreement;

WHEREAS, the Village is the holder of all of the unpaid taxes and liens with respect to the Properties, as shown on Exhibit "C" attached to the Agreement;

WHEREAS, since the fair market value of each Property is less than the amount necessary to satisfy the full amount of outstanding taxes, tax liens and interest owed on such Property; and

WHEREAS, in the event that the owner of a Property fails to pay the Certificate and as a result AJM obtains title in and to such Property, the Village has agreed subject to the terms and conditions in the Agreement, to relinquish and forever discharge with prejudice the Village Arrears (as defined in the Agreement) in exchange for an allocation of the (i) Net Sales Proceeds and (ii) Net Rental Proceeds as set forth in the Agreement.

NOW THEREFORE BE IT RESOLVED, that the Incorporated Village of Hempstead authorizes the Mayor to execute the Agreement annexed hereto which will allow AJM to attempt to (i) recoup taxes levied but not collected on the Properties, which such amounts are to be shared with the Village and the County and (ii) restore the Properties to the active tax rolls and to productive uses, which would result in the future payment of real estate taxes to the Village and the County as well as ancillary benefits to the Village arising from the Properties' restoration to productive uses.

Moved by Trustee _____

Seconded by Trustee_____

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the Agreement Date (as defined below) by and between AJM CAPITAL II, LLC ("AJM"), a New York limited liability company and the INCORPORATED VILLAGE OF HEMPSTEAD (the "Village"), a municipal corporation located in the State of New York, County of Nassau, Town of Hempstead. AJM and the Village are each referred to herein as a "Party" and collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, AJM entered into an agreement with the County of Nassau (the "County"), dated as of September 23, 2011 (the "AJM/County Agreement") in which the County assigned to AJM all of its rights, title, and interest in and to its portfolio of distressed municipal tax liens in exchange for the sharing, between the County and AJM, of any and all revenue collected by AJM;

WHEREAS, as a result of the AJM/County Agreement, AJM is the holder of those certain Nassau County Certificates of Sale of Tax Liens (each, a "Certificate" and collectively, the "Certificates") as more particularly described on **Exhibit "A"** (true, correct, and complete copies of the Certificates are annexed hereto and made a part hereof as **Exhibit "B"**) affecting certain real property (each, a "Property" and collectively, the "Properties") as more particularly described on **Exhibit "A"**;

WHEREAS, AJM by its attorney has commenced a Foreclosure Action (as defined below) on the Certificates in the Supreme Court of the County of Nassau with respect to each of the Properties except for the properties located at (i) 75 Kellum Place, Hempstead, New York, and identified on the Nassau County Tax Map as Section 34, Block 190, Lots 40, 41 and 42 ("75 Kellum Place") and (ii) 301-309 Peninsula Boulevard, Hempstead, New York, and identified on the Nassau County Tax Map as Section 34, Block 358, Lot 9 ("301-309 Peninsula Boulevard") in which AJM shall cause its attorney to commence a Foreclosure Action on each of the Certificates on such Properties promptly following the Agreement Date;

WHEREAS, the Village has been named as a defendant and appeared by its attorney in each Foreclosure Action with respect to the Certificates, except for 75 Kellum Place and 301-309 Peninsula Boulevard, in which AJM shall name the Village as a defendant in each such Foreclosure Action;

WHEREAS, the Village is the holder of all of the following open taxes and liens on the Properties: See **Exhibit "C"** (the "Current Village Arrears");

WHEREAS, the fair market value of each Property is less than the amount necessary to satisfy the full amount of outstanding taxes, tax liens and interest owed on each Property;

WHEREAS, the Village entering into this Agreement will allow AJM or its Affiliates (as defined below) to attempt to (i) recoup taxes levied but not collected on the Properties, which such amounts are to be shared with the Village as provided for herein, and (ii) restore the Properties to the active tax rolls and to productive uses, which would result in the future payment of real estate taxes to the Village as well as ancillary benefits to the Village arising from the Properties' restoration to productive uses; and

WHEREAS, accordingly the Village has agreed, subject to the terms and conditions hereinafter set forth, to relinquish and forever discharge with prejudice the Current Village Arrears as well as the open taxes, delinquent taxes, current taxes due but not yet delinquent, and tax liens for Village taxes on the Properties accruing subsequent to the Current Village Arrears through and including May 30, 2019 (the "Subsequent Village Arrears") in exchange for a portion of the (i) Net Sales Proceeds (as defined below) and (ii) Net Rental Proceeds (as defined below).

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Defined Terms; Incorporation of Recitals.*

1.1 For the purposes of this Agreement, the following defined terms shall have the meanings ascribed to them as set forth below.

"**Agreement Date**" shall mean the date that this Agreement is executed by the Village.

"**AJM**" shall have the meaning ascribed to it in the Recitals.

"**AJM/County Agreement**" shall have the meaning ascribed to it in the Recitals.

"**Affiliates**" shall mean any affiliate of AJM, including, but not limited to, a special purpose entity that is owned and controlled by (i) AJM, (ii) AJM's member(s), or (iii) AJM's affiliate(s).

"**Certificate**" shall have the meaning ascribed to it in the Recitals.

"**Certificates**" shall have the meaning ascribed to it in the Recitals.

"**Code**" shall mean the Nassau County Administrative Code, as amended.

"**County**" shall have the meaning ascribed to it in the Recitals.

"**Current Village Arrears**" shall have the meaning ascribed to it in the Recitals.

"**Event of Default**" shall have the meaning ascribed to it in Section 6.

"**Foreclosure Action**" shall mean a legal action brought by AJM or its Affiliates to recover the amount due on a Certificate with any and all interest, penalties, additions, and Foreclosure Expenses (as defined below) allowed by law in the foreclosure of said Certificate pursuant to the Code.

"**Foreclosure Expenses**" shall mean any and all reasonable and necessary costs and expenses (as determined by AJM in its sole but good faith business judgment) incurred by AJM or its Affiliates arising out of, relating to, or in connection with a Foreclosure Action, to be reimbursed to AJM out of Gross Sales Proceeds and/or rental proceeds. For the avoidance of doubt, said costs and expenses shall include, but are not limited to, (i) attorneys' fees, (ii) title searches (i.e., also known as parties in interest searches or foreclosure searches), (iii) court costs, (iv) recording fees, (v) filing fees, (vi) service of process costs, (vii) expenses arising out of, relating to, or in connection with the service of a Notice to Redeem (as defined below) in excess of the amount of the statutory cost set forth in the Code §5-50.0(a)(2) and 5-51.0(e), as amended, and (viii) special purpose entity formation costs.

"**Gross Sales Proceeds**" shall mean the aggregate cash proceeds received from a Sale (as defined below).

"**Net Rental Proceeds**" shall mean any cash rental income derived from a Property less (i) all expenses reasonably attributable thereto, including, but not limited to, insurance, real estate taxes and any contributions to reserves therefor, utilities, management fees, professional fees and a reasonable allocation of back office expenses and (ii) Sales Expenses.

"**Net Sales Proceeds**" shall mean the Gross Sales Proceeds less any Sales Expenses (as defined below) not already accounted for in the computation of Net Rental Proceeds.

"**Properties**" shall have the meaning ascribed to it in the Recitals.

"**Property**" shall have the meaning ascribed to it in the Recitals.

"**Quiet Title Action**" shall mean the legal action to establish the regularity of a tax sale and the title in and to real estate resulting therefrom in accordance with Code §5-57.1 and 5-57.2, as amended (i.e., also known as a quiet title or bar claim action).

"**Redeemed**" shall mean the payment of a Certificate at any time prior to the vesting of good and marketable title in and to the Property in AJM or its Affiliates.

"**Sale**" shall mean the (i) transfer of title in and to a Property by AJM or its Affiliates, (ii) assignment of its bid in a Foreclosure Action by AJM or its Affiliates, to any bona fide third

party purchaser, or (iii) any other disposition or conversion or abandonment, directly or indirectly, of a Property, which results in the payment of monies to AJM or its Affiliates.

"**Sales Expenses**" shall mean any and all reasonable and necessary costs and expenses (as determined by AJM in its sole but good faith business judgment) incurred by AJM or its Affiliates arising directly or indirectly from, relating to, or in connection with the acquisition, improvement, maintenance, upkeep, operation, and/or redevelopment of a Property, and/or preparation for Sale, and/or Sale, to be reimbursed to AJM out of Gross Sales Proceeds and/or rental proceeds. For the avoidance of doubt, said costs and expenses shall include, but are not limited to, (i) the cost of improvements to a Property, if any, (ii) attorneys' fees, (iii) transfer taxes, (iv) brokerage commissions, (v) environmental consultant fees, (vi) title insurance, (vii) insurance (e.g., liability insurance, property insurance, flood insurance), (viii) real estate taxes, (ix) title searches (i.e., also known as parties in interest searches or foreclosure searches), (x) environmental reports and remediation costs, (xi) costs arising out of, relating to, or in connection with a Quiet Title Action, (xii) deed issuance fees, (xiii) recording fees, (xiv) special purpose entity formation costs, (xv) expenses arising out of, relating to, or in connection with the service of a Notice to Redeem, (xvi) appraisals, (xvii) Foreclosure Expenses (to the extent not duplicative with any of the foregoing), and (xviii) adjustments.

"**Subsequent Village Arrears**" shall have the meaning ascribed to it in the Recitals.

"**Tax Deed**" shall mean the conveyance of a Property by the County to AJM or its Affiliates in accordance with Code §5-53.0 and 5-54.0, as amended.

"**Termination Date**" shall have the meaning ascribed to it in Section 7.

"**Village**" shall have the meaning ascribed to it in the Recitals.

"**Village Arrears**" shall mean the Current Village Arrears and the Subsequent Village Arrears, collectively.

"**Village Tax Reserve**" shall have the meaning ascribed to it in Section 2.2.

1.2 The Recitals set forth above shall be incorporated into this Agreement and made a part hereof as if fully set forth herein.

2. *General.*

2.1 Upon the Agreement Date, AJM or its Affiliates shall continue with its efforts to seek to recover the amounts due represented by the Certificates using commercially reasonable efforts. In the event a Certificate is Redeemed, (i) this Agreement with respect to such Certificate only, shall be null and void *ab initio* and of no further force and or effect and (ii) AJM or its Affiliates shall provide notice to the Village that such Certificate has Redeemed within

fifteen (15) calendar days of AJM or its Affiliates having received written notice of such redemption.

2.2 The Village further acknowledges and agrees to refrain from taking any action that could hinder or impair AJM's or its Affiliates' efforts to (i) obtain, (ii) maintain, and (iii) subject to the terms and conditions of this Agreement, transfer, good and marketable title in and to a Property, including, but not limited to, the taking of any action in relation to the Village Arrears. Nothing herein shall prevent the Village from enforcing liens or charges arising out of or in connection with any violation of the Village building code or any similar law and/or regulation.

2.3 The Village hereby acknowledges and agrees that AJM, in its sole discretion, may at any time (i) assign and transfer a Certificate in accordance with Code §5-45.0(c), as amended, to any of its Affiliates, (ii) assign and transfer its Foreclosure Action to any of its Affiliates, or (iii) convey title in and to any Property to any of its Affiliates for no consideration in order to take and hold title in and to such Property in a special purpose entity. AJM acknowledges and agrees that in no event shall any of the aforementioned actions in (i), (ii), and (iii) above relieve AJM or its Affiliates, or any party to whom AJM assigns its interest, of the obligation to pay the Village its allocation of Net Sales Proceeds and/or Net Rental Proceeds or to comply with the provisions of this Agreement.

2.4 Upon taking title in and to a Property, AJM or its Affiliates shall use commercially reasonable efforts to market such Property for Sale, subject to the terms of this Section 2.4, to a bona fide third party purchaser, who may be an Affiliate provided that the terms of any such Sale are fair and reasonable and are no less favorable than the terms of an identical transaction involving parties dealing at arms-length. For the avoidance of doubt, AJM or its Affiliates shall have sole and absolute authority in all matters relating to such Property including, but not limited to, making a determination of whether to sell, rent, or redevelop the Property, making of improvements, the identity of brokers, the identity of the purchaser or the tenant, as the case may be, the rent and other commercial terms of the lease, the sale price and other commercial terms of the sale (in the case of a sale to any Affiliate, however, subject to the first sentence of this Section 2.4), and the negotiation of the purchase and sale contract or lease, as the case may be. Notwithstanding the foregoing, in lieu of marketing such Property for Sale, AJM or its Affiliates shall also have the authority, in its sole and absolute judgment and in compliance with all applicable codes and ordinances, to demolish any buildings located at such Property, redevelop, and/or lease the Property. In the event AJM or its Affiliate elects to market a Property for sale, AJM or its Affiliate shall be permitted to take the Property off the market for such periods of time as AJM or its Affiliates, in its sole and absolute judgment and authority, deems that a Sale is not desirable.

2.5 With respect to each Property, in consideration for the payment of the Village's allocation of the (i) Net Sales Proceeds and (ii) Net Rental Proceeds described in Section 3 below, the Current Village Arrears and the Subsequent Village Arrears shall be forever released and discharged with prejudice upon a Sale and payment to the Village of its allocation of Net Sales Proceeds and any unpaid Net Rental Proceeds pursuant to the terms hereof subject to any

post-closing adjustments as provided for in Section 3. For the avoidance of doubt, with respect to each Property, the Subsequent Village Arrears that are forever released and discharged with prejudice upon a Sale shall be limited to the period from June 1, 2016 up to and including the entire six (6) month Village tax period that the date of the Sale occurs but in no event should the Subsequent Village Arrears include taxes beyond the six (6) month Village tax period from December 1, 2018 up to and including May 30, 2019. By way of examples, (i) if a Sale takes place on February 5, 2017, which date occurs in the second half of the 2016 Village tax year, then the Subsequent Village Arrears shall be deemed to be the period from June 1, 2016 up to and including May 30, 2017 or (ii) if a Sale takes place on August 30, 2017, which date occurs in the first half of the 2017 Village tax year, then the Subsequent Village Arrears shall be deemed to be the period from June 1, 2016 up to and including December 31, 2017.

2.6 With respect to each Property, upon the Sale and payment to the Village of its allocation of Net Sales Proceeds and any unpaid Net Rental Proceeds, the Village shall deliver to AJM or its Affiliates at the Closing such documentation as AJM or its Affiliates (or its title company) may reasonably require to evidence that the Village Arrears, have been forever released and discharged with prejudice. Upon request, the Village shall provide the aforementioned documentation in advance of the Sale; provided, that such documentation may provide that the release and discharge with prejudice contemplated hereunder will be made conditional upon the Sale being consummated.

2.7 With respect to each Property, the Village shall commence a review of the assessed value of the Property during the Village's subsequent tax assessment filing period following the date AJM obtains title in and to such Property and shall proceed with diligence to complete such review. For the avoidance of doubt, nothing herein shall require the Village to make any particular determination as to the amount of the assessed value.

2.8 Notwithstanding anything contained herein to the contrary, after taking title in and to a Property, AJM or its Affiliate shall have the option at any time, in its sole discretion, to buy out the Village's interest in the Net Sales Proceeds and Net Rental Proceeds of such Property. At such time that AJM or its Affiliate makes such election on notice to the Village, then the Parties shall obtain an appraisal of said Property, at AJM's expense, valuing said Property by an appraiser selected with the mutual consent of the Parties; provided that said appraiser has (x) an MAI designation or an equivalent or better qualification and (y) at least five (5) years of experience preparing appraisals of properties in Nassau County, New York, and based upon the value set forth in said appraisal, the Village shall be entitled to receive its allocation of Net Sales Proceeds as if a Sale had occurred as of the date of the appraisal with the value set forth in the appraisal treated as the Gross Sales Proceeds and all reasonable expenses incurred by AJM or its Affiliate regarding said Property treated as Sales Expenses (including the aforementioned appraisal) along with any unpaid Net Rental Proceeds, payable within thirty (30) calendar days of the receipt of said appraisal. The Village acknowledges and agrees that the aforementioned payment by AJM or its Affiliate to the Village shall satisfy in full AJM's obligation to pay the Village its allocation of Net Sales Proceeds and Net Rental Proceeds regarding said Property. In

the event that AJM elects to buy out the Village's interest in the Net Sales Proceeds and Net Rental Proceeds of a particular Property, as set forth herein, such Property shall be treated as if sold or otherwise transferred to a third party and shall be returned to the Village tax rolls as set forth in Section 2.5 above.

3. *Allocation of Net Sales Proceeds and Net Rental Proceeds.*

3.1 Upon the occurrence of a Sale, AJM or its Affiliates shall pay to the Village an allocation of the Net Sales Proceeds as set forth on Exhibit A together with such same percentage allocation of any other "net proceeds" relating to the Property including but not limited to forfeited contract deposits on the Property, extension or renewal fees on any lease for the Property, fees related to any options granted on the Property, net insurance proceeds following any casualty loss, any proceeds relating to any condemnation award received for the Property, any tax certiorari refunds and the like. For the purposes of the preceding sentence, the term "net proceeds" shall mean, with respect to any item of proceeds, the surplus, if any, after (i) payment by AJM of all costs and expenses directly or indirectly related to such proceeds; (ii) the funding of reasonable reserves, and (iii) with respect to insurance proceeds, the expenses incurred in connection with the restoration the Property or any part thereof following a loss, all as determined by AJM in its sole but good faith business judgment. Notwithstanding the foregoing, nothing contained herein shall obligate AJM to rebuild following a casualty loss. AJM or its Affiliates shall provide to the Village at the closing an accounting setting forth the computation of all such amounts to be paid to the Village hereunder, which computation shall be set forth in such detail and format as shall be reasonably satisfactory to the Village. Any errors or omissions contained in such accounting shall be promptly corrected after notice thereof and the obligation to pay or refund any amounts owing as a result of an error or omission shall survive for a period of ninety (90) calendar days, except for errors or omissions that are the result of bad faith, willful or fraudulent acts, which shall survive indefinitely.

3.2 During any period that AJM or its Affiliates is leasing a Property, AJM or its Affiliates shall, on a quarterly basis, pay to the Village an allocation of the Net Rental Proceeds as set forth on Exhibit A, within ten (10) calendar days of the conclusion of each calendar quarter. Simultaneously therewith, AJM or its Affiliates shall provide the Village with an accounting setting forth the computation of Net Rental Proceeds, which computation shall be set forth in such detail and format as shall be reasonably satisfactory to the Village. Reconciliations for any quarter in which there were negative Net Rental Proceeds, i.e., expenses exceeded rental income, shall be made in the next calendar quarter in which there is positive Net Rental Proceeds with a final reconciliation to be prepared upon the consummation of a Sale, it being the intent of the parties that AJM and the Village each receive an allocation of the Net Rental Proceeds as set forth on Exhibit A after accounting for all income and expenses for the entire duration that the Property was leased.

3.3 AJM shall retain its allocation of any Net Sales Proceeds and Net Rental Proceeds as set forth on Exhibit A after payment to the Village in accordance with Section 3.1 and 3.2 above.

Any monies owed by AJM to the County pursuant to the terms of the AJM/County Agreement shall be paid out of the allocation referenced in this Section 3.3.

4. *Representations and Warranties of the Village.*

The Village hereby represents, warrants, covenants, agrees, and acknowledges that:

4.1 The Village is a municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of New York.

4.2 The Village has obtained any and all requisite approvals to enter into this Agreement and perform all of its obligations set forth hereunder and has the full power and authority to enter into and perform its obligations under this Agreement.

4.3 The Village's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action of the Village and do not conflict with, result in a violation of, or constitute a default under (i) any provision of (a) the Village's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon the Village or (ii) any law, governmental regulation, court decree, or order (a copy of the resolution entered into by the Board of Trustees of the Village authorizing the execution, delivery, and performance of this Agreement is annexed hereto and made a part hereof as **Exhibit "D"**).

4.4 This Agreement constitutes legal, valid, and binding obligations of the Village enforceable against the Village in accordance with its respective terms and the Village acknowledges and agrees that AJM is relying on the representations, warranties, and covenants set forth herein in connection with AJM entering into this Agreement.

5. *Representations and Warranties of AJM.*

AJM hereby represents, warrants, covenants, agrees, and acknowledges, as of the Agreement Date, that:

5.1 AJM is a New York limited liability company, duly organized, validly existing, and in good standing under the laws of the State of New York.

5.2 AJM has the full power and authority to enter into and perform its obligations under this Agreement.

5.3 AJM's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action of AJM and do not conflict with, result in a violation of, or constitute a default under (i) any provision of (a) AJM's organizational documents, or (b) any agreement or other instrument binding upon AJM or (ii) any law, governmental regulation, court decree, or order applicable to AJM.

5.4 This Agreement constitutes legal, valid, and binding obligations of AJM enforceable against AJM in accordance with its respective terms.

5.5 AJM and its Affiliates do not have any interest in the Properties other than AJM's interest in the Certificates, except as follows:

- 177 Harvard Street in which AJM holds a judgment of foreclosure and sale by virtue of its Foreclosure Action on the Certificate and was the successful bidder at the foreclosure sale (for the avoidance of doubt, AJM does not hold title to this Property);

- 9 Centre Street in which AJM's affiliate holds title by virtue of its Foreclosure Action on the Certificate; and

- 127-131 Main Street in which AJM holds a judgment of foreclosure and sale by virtue of its Foreclosure Action on the Certificate and was the successful bidder at the foreclosure sale (for the avoidance of doubt, AJM does not hold title to this Property).

6. *Events of Default*

6.1 The occurrence of any of the following shall constitute an Event of Default hereunder:

By the Village:

(a) The representations in Section 4 shall have been materially false when made; and

(b) The Village shall have failed to perform or shall have violated any of the covenants, obligations or agreements set forth in this Agreement.

By AJM:

(a) The representations in Section 5 shall have been materially false when made; and

(b) AJM shall have failed to perform any of the obligations set forth in this Agreement, provided, however, that the Village shall have first given AJM written notice setting forth in detail the nature of such failure and shall have provided AJM with thirty (30) calendar days opportunity to cure any default that can be cured by the payment of money and ninety (90) calendar days opportunity to cure all other defaults, provided, however, that if AJM shall be diligently prosecuting a cure, AJM shall have an additional ninety (90) calendar days to cure such default.

7. *Remedies*:

7.1 Upon the occurrence of an Event of Default by AJM beyond the expiration of any applicable cure period, the Village may terminate this Agreement with respect solely to the Property only for which such Event of Default occurred by sending written notice in accordance with Section 8.16 to that effect. The termination notice shall specify a termination date as of which this Agreement shall come to an end with respect to such Property only, which date shall be not sooner than ten (10) business days from the giving of such notice (the "Termination Date"). From and after the Termination Date, the Parties shall have no further obligations hereunder with respect to such Property only.

7.2 Upon the occurrence of an Event of Default, the Parties shall have all remedies as may be available at law or in equity including but not limited to an action for damages.

8. *Miscellaneous*.

8.1 Notwithstanding anything contained herein to the contrary, nothing in this Agreement shall be construed as a warranty or guaranty by AJM or its Affiliates that a Sale or the leasing of the Properties will be possible within any defined period of time if at all or that there will be any (i) Net Sales Proceeds remaining after accounting for Sales Expenses or (ii) Net Rental Proceeds remaining after accounting for expenses. The Village acknowledges that it has evaluated this transaction without reliance on any oral or written representations by AJM or its Affiliates other than those expressly set forth in this Agreement and that the Village has resolved that the execution hereof is in the best interests of the Village.

8.2 AJM its successors and assigns and the Village each hereby agree to indemnify, defend and hold harmless the other Party together with its Affiliates, respective members, managers, shareholders, directors, officers, partners, employees and their respective successors and assigns (each an "Indemnitee Party" and collectively the "Indemnitees"), from and against any and all liabilities, claims, actions or causes of action, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' fees (including, without limitation, contingency or similar fee arrangements) and expert witness fees, sustained or incurred by the Indemnitees or any Indemnitee Party, as a result of, arising out of, or by virtue of: (i) the inaccuracy of any material representation or warranty made herein or (ii) a breach of any of the covenants or agreements herein to be performed by either Party. Additionally, AJM and its Affiliates shall indemnify, defend and hold harmless the Village from and against any claims, damages, costs and expenses for any bodily injury or property damage arising in connection with the Properties during any period in which AJM, or any Affiliate, is the owner thereof. In connection with the foregoing, promptly after AJM or its Affiliate obtains title in and to a Property, AJM shall carry liability insurance on the Property naming the Village as an additional insured with limits of $1 million per occurrence and $2 million in the aggregate. AJM shall deliver certificates of insurance evidencing such coverage to the Village.

8.3 Environmental Indemnification. AJM hereby agrees to indemnify and hold the Village

harmless from and against any and all actual losses, liabilities (including strict liability), damages, injuries, expenses (including reasonable attorneys' fees, expert fees, remedial or cleanup costs), costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by the Village with respect to or as a result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Properties of any Hazardous Substance or environmental contaminant but only to the extent caused by AJM,.

For purposes of this Agreement, "Hazardous Substances" means and includes those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") or by the New York Department of Environmental Conservation ("DEC") or the list of toxic pollutants designated by Congress, the EPA or DEC or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other Federal, state and/or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, including petroleum products and derivatives therefrom, as now or at any time hereafter in effect (for purposes of this Agreement, such laws are included in the definition of "Environmental Laws").

8.4 In the event that AJM elects to deed a Property to the County for no consideration and the County consents to such election pursuant to the terms of the AJM/County Agreement, then this Agreement shall automatically terminate as to such Property transferred to the County only, as hereafter provided and the Parties shall have no further obligations hereunder with respect to such Property, subject, however, to the last sentence of this Section 8.4. AJM shall promptly provide the Village written notice upon receiving the County's consent to the transfer described in the preceding sentence together with a copy of the deed to the County. This Agreement shall be deemed terminated with respect to such Property transferred only, as of the date of such notice; provided, however, that in the event of a transfer by AJM in accordance with this Section 8.4, any claims accruing to either party up until the date that AJM tenders and the County accepts the deed to such Property shall survive the termination hereof.

8.5 This Agreement shall not be modified or terminated orally or in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties or their respective successors in interest.

8.6 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective heirs, executors, administrators, successors and assigns.

8.7 All prior statements, understandings, representations and agreements between the Parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither Party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement. The Parties

agree that each Party shall be deemed to have cooperated in drafting this Agreement, hence in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that that Party was the drafter.

8.8 No failure or delay of either AJM or the Village in the exercise of any right or remedy given to such Party hereunder or the waiver by any Party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either the Village or AJM of any breach hereunder or failure or refusal by the other Party to comply with its respective obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

8.9 This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. PDF or facsimile signatures shall be accepted as originals and shall suffice for all purposes.

8.10 The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.

8.11 Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun or pronoun and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

8.12 This Agreement is not intended to, and will not, create a partnership or joint venture among the Parties, and no Party to this Agreement will have the power or authority to bind any other Party except as explicitly provided in this Agreement. In no event shall this Agreement render AJM an agent of or employee of the Village for any purpose.

8.13 AJM or its Affiliates shall devote such time as is reasonable to perform its duties set forth herein. Notwithstanding the foregoing, in no event shall this Agreement restrict (i) AJM, (ii) AJM's members, or (iii) AJM's Affiliates from conducting any other business whatsoever.

8.14 Any consent required hereunder shall not be unreasonably withheld or delayed by either Party hereto.

8.15 This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

8.16 If any provision of this Agreement is invalid or unenforceable as against any person or under certain circumstances, said provision shall be deemed to be removed and the remainder of

this Agreement shall remain in full effect and the applicability of such provision to other persons or circumstances shall not be affected thereby.

8.17 BOTH THE VILLAGE AND AJM HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT. The Village and AJM shall attempt to resolve any dispute arising out of, relating to, or in connection with this Agreement through negotiations in good faith for up to thirty (30) calendar days between representatives who have authority to settle same. The Village hereby expressly waives sovereign immunity in connection with any disputes hereunder.

8.18 Any demand, request, consent, or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing, and sent by United States Postal Service certified mail with return receipt requested, postage prepaid addressed as follows (subject to the right of a Party to designate a different address for itself by notices similarly given). Any notice so given shall be deemed to have been given as of the date of delivery established by the United States Postal Service return receipt.

To the Village:

Incorporated Village of Hempstead
99 Nichols Court
Hempstead, NY 11550
Attention: Village Treasurer

With a copy to:

Incorporated Village of Hempstead
99 Nichols Court
Hempstead, NY 11550
Attention: Village Attorney

To AJM:

AJM Capital II, LLC
PO Box 234800
Great Neck, NY 11023-4800

With a copy to:

Braunstein Turkish LP
7600 Jericho Turnpike
Suite 402
Woodbury, NY 11797
Attention: William Turkish, Esq.

8.19 Notwithstanding anything contained herein to the contrary, in the event (i) a Certificate is Redeemed pursuant to Section 2.1, (ii) a termination occurs by reason of an Event of Default pursuant to Section 7.1, or (iii) a transfer of a Property to the County pursuant to Section 8.4, this Agreement will remain in full force and effect with respect to all other Certificates and Properties.

8.20 Effective as of the Agreement Date, the agreement by and between AJM Capital II, LLC and the Village of Hempstead dated as of May 6, 2015 shall be terminated and of no further force and effect.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the Agreement Date.

AJM:

AJM CAPITAL II, LLC

By: AJM Capital, LLC, its sole member

By: _____
Name: Adam Mann
Title: Managing Member

VILLAGE:

INCORPORATED VILLAGE OF HEMPSTEAD

By: _____
Name: Wayne J. Hall, Sr.
Title: Mayor

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

On the ___ day of _____, in the year 2016 before me, the undersigned, personally appeared ADAM J. MANN, 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 NASSAU)

On the ___ day of _____, in the year 2016 before me, the undersigned, personally appeared WAYNE J. HALL, SR., 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

Exhibit A

Nassau County Tax Lien Certificate Number	Property Address	Property Section/Block/Lot	Village's Allocation of Net Sales Proceeds and Net Rental Proceeds	AJM's Allocation of Net Sales Proceeds and Net Rental Proceeds
2009001588	177 Harvard Street	Section 34, Block 248, Lots 109-110	50%[1]	50%
2010002855	9 Centre Street	Section 34, Block 331, Lot 25	20%[2]	80%
2002001434 & 2002001436	127-131 Main Street	Section 34, Block 330, Lots 11 & 19	45%[3]	55%
2000001357	75 Kellum Place	Section 34, Block 190, Lots 40-42	35%[4]	65%
2009001641	301-309 Peninsula Boulevard	Section 34, Block 358, Lot 9	50%[5]	50%

[1] All Village tax liens are held by the Village.
[2] Village tax liens for tax years 2009, 2010, 2011, and 2012 are held by third parties and thus are not a part of this Agreement.
[3] Village tax lien for tax year 2003 is held by a third party and thus is not a part of this Agreement.
[4] All Village tax liens are held by the Village.
[5] All Village tax liens are held by the Village.

Exhibit B

Certificates

CERTIFICATE OF SALE OF TAX LIENS AND REAL PROPERTY AFFECTED THEREBY:
SITUATED WITHIN THE

TOWN OF HEMPSTEAD

No. 001583 NASSAU COUNTY, N.Y. $ 31,463.05

THIS IS TO CERTIFY THAT at the sale of tax liens and real property affected thereby, for unpaid

SCHOOL DISTRICT TAXES FOR THE YEAR 2008-2009 (FULL)
STATE, COUNTY, TOWN AND SPECIAL DISTRICT TAXES FOR THE YEAR 2009 (FULL)

held by the County Treasurer of the County of Nassau, at the Legislative Chamber, first floor, Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, Nassau County, N.Y.
beginning on February 16TH, 2010, which tax sale was held pursuant to the provisions of the Nassau County Administrative Code, (Chapter 272 of the laws of 1939 and all amendments thereto) which statutes are by reference made part hereof.

NASSAU COUNTY purchased the tax lien on the property then and there sold, which was assessed to .....

TABERNACLE OF ONE ACCORDDELIVERANCE CTR said real property being situated in the TOWN OF HEMPSTEAD
Nassau County, N. Y., and described as follows:

ASSIGNED TO AJM CAPITAL II, LLC
September 23, 2011

DESCRIPTION OF REAL PROPERTY AS SHOWN ON THE NASSAU COUNTY LAND AND TAX MAP

School District 01	Section 34	Block 248	Lot(s) No. 109-110

The sum of THIRTY ONE THOUSAND FOUR HUNDRED SIXTY THREE & 05/100 Dollars was paid to the County Treasurer for the aforesaid tax lien on the property affected thereby, and the lien was purchased at the

INTEREST RATE OF 18 per centum, subject to all claims for taxes or other liens and encumbrances and to any right, title or interest of record of the County of Nassau. However, such tax liens shall have priority over the County's Differential Interest Lien, representing the excess, if any, of the interest and penalty borne at the maximum rate over the interest and penalty borne at the rate at which the lien was purchased.

All liens on property involved in this sale are subject to the provisions of the Federal and State Soldiers' and Sailors' Civil Relief Acts, and to any and all superior Tax Liens of Sovereignties and other Municipalities, together with the provisions of the United States Bankruptcy Code.

After the expiration of the time to redeem, unless sooner redeemed, the holder of this tax sale certificate shall be entitled to pursue the remedies provided in the Nassau County Administrative Code for the enforcement of said sale.

The undersigned as County Treasurer shall receive and allow satisfactions of the Tax Lien in the manner and on the terms set forth in the Nassau County Administrative Code (Chapter 272 of the laws of 1939) and amendments thereto. Satisfaction of said tax lien shall be allowed until the delivery of a County Treasurer's deed or until a notice of election to foreclose the tax lien is filed with the County Treasurer by the holder of the tax sale certificate together with proof by affidavit or certificate that a summons, complaint and notice of pendency of action in an action to foreclose the lien has been duly filed in the office of the County Clerk. In addition to the tax lien represented by this certificate of sale, the County Treasurer will require satisfaction of a Differential Interest Lien as defined in the Nassau County Administrative Code, if any exists.

Witness my hand and official seal
at Mineola, Nassau County, N. Y. this

18TH DAY OF MARCH, 2010

Steven D Levy

TREASURER, COUNTY OF NASSAU

NOTE: In all correspondence please refer to above certificate number and tax sale of February, 2010 Section 5-49.0 of the Nassau County Administrative Code (Chapter 272 of the laws of 1939) provides that "the holder of a certificate of sale of tax liens, at any time after the annual return of taxes to the county treasurer by the receiver of taxes, may pay to the county treasurer any taxes on such return and any older taxes that are a lien on such property."

Do not attempt to make payment of any such taxes to the Receiver of Taxes and when paying such tax to the County Treasurer make sure to state at the time, the payment is made by you as tax lien purchaser.

FORM R131 8 5M 4/01

CERTIFICATE OF SALE OF TAX LIENS AND REAL PROPERTY AFFECTED THEREBY:
Situated within the Town of Hempstead
Nassau County, N.Y.

No. 2010002855 **$16,589.61**

THIS IS TO CERTIFY THAT at the sale of tax liens and real property affected thereby, for unpaid

STATE, COUNTY, TOWN AND SPECIAL DISTRICT TAXES FOR THE YEAR 2010 SCHOOL FULL GENERAL FULL

Held by the County Treasurer of the County of Nassau, at the Legislative Chamber, Theodore Roosevelt Executive and Legislative Building, Mineola, Nassau County, N.Y. beginning February February 15, 2011 which tax sale was held pursuant to the provisions of the Nassau County Administrative Code, (Chapter 272 of the laws of 1939 and all amendments thereto) which statutes are by reference made part hereof.

ASSIGNED TO AJM CAPITAL II, LLC
September 23, 2011

NASSAU COUNTY purchased the tax lien on the property then and there sold, which was assessed to 100 BLACK MEN OF NASSAU/SUFFOLK INC. said real property being situated in the Town of Hempstead Nassau County, N. Y., and described as follows:

DESCRIPTION OF REAL PROPERTY AS SHOWN ON THE NASSAU COUNTY LAND AND TAX MAP

School District	01	Section	34	Block	331	Lot(s) No.	00250	Group Lot	

The sum of Sixteen Thousand Five Hundred Eighty-Nine and 61/100 Dollars was paid to the County Treasurer for the aforesaid tax lien on the property affected thereby, and the lien was purchased at the interest rate of 10 per centum, subject to all claims for taxes or other liens and encumbrances and to any right, title or interest of record of the County of Nassau. However, such tax liens have priority over the County's Differential Interest Lien, representing the excess, if any, of the interest and penalty borne at the maximum rate over the interest and penalty borne at the rate at which the lien was purchased.

All liens on property involved in this sale are subject to the provisions of the Federal and State Soldiers' and Sailors' Civil Relief Acts, and to any and all superior tax liens of sovereignties and other municipalities, together with the provisions of the United States Bankruptcy Code.

After the expiration of the time to redeem, unless sooner redeemed, the holder of this tax sale certificate shall be entitled to pursue the remedies provided in the Nassau County Administrative Code for the enforcement of said sale.

The undersigned as County Treasurer shall receive and allow satisfactions of the tax lien in the manner and on the terms set forth in the Nassau County Administrative Code (Chapter 272 of the laws of 1939) and amendments therto. Satisfaction of said tax lien shall be allowed until the delivery of a County Treasurer's deed or until a notice of election to foreclose the tax lien is filled with the County Treasurer by the holder of the tax sale certificate together with proof by affidavit or certificate that a summons, complaint and notice of pendency of action in an action to foreclose the lien has been duly filed in the Office of the County Clerk. In addition to the tax lien represented by this certificate of sale, the County Treasurer will require satisfaction of differential interest lien as defined in the Nassau County Administrative Code, if any exist.

Witness my hand and official seal
At Mineola, Nassau County, N. Y this
17TH DAY OF MARCH, 2011

TREASURER, COUNTY OF NASSAU

NOTE: In all correspondence please refer to above certificate number and sale of February, 2011 section 5-49.0 of the Nassau County Administrative Code (chapter 272 of the laws of 1939) provides that "the holder of a certificate of sale of tax liens, at any time after the annual return of taxes to the county treasurer by the receiver of taxes, may pay to the county treasurer any taxes on such return and any older taxes that are a lien on such property.

Do not attempt to make payment of any such taxes to the Receiver of Taxes and when paying such tax to the County Treasurer make sure to state at the time, the payment is made by you as tax lien purchaser.

FORM R121 8.5M 4/01

CERTIFICATE OF SALE OF TAX LIENS AND REAL PROPERTY AFFECTED THEREBY: SITUATED WITHIN THE

TOWN OF HEMPSTEAD

No. 001434 NASSAU COUNTY, N.Y. $ 9,385.89

THIS IS TO CERTIFY THAT at the sale of tax liens and real property affected thereby, for unpaid

SCHOOL DISTRICT TAXES FOR THE YEAR 2001-2002 (FULL)

STATE, COUNTY, TOWN AND SPECIAL DISTRICT TAXES FOR THE YEAR 2002 (2ND HALF)

held by the County Treasurer of the County of Nassau, at the Nassau County Police Headquarters Auditorium, Mineola, Nassau County, N.Y., beginning on February 18TH, 2003, which tax sale was held pursuant to the provisions of the Nassau County Administrative Code, (Chapter 272 of the laws of 1939 and all amendments thereto) which statutes are by reference made part hereof.

NASSAU COUNTY purchased the tax lien on the property then and there sold, which was assessed to .....

DRAKE REDEVELOPMENT C said real property being situated in the TOWN OF HEMPSTEAD

Nassau County, N. Y., and described as follows: **ASSIGNED TO AJM CAPITAL II, LLC**

September 23, 2011

DESCRIPTION OF REAL PROPERTY AS SHOWN ON THE NASSAU COUNTY LAND AND TAX MAP

School District 01	Section 34	Block 330	Lot(s) No. 11

The sum of NINE THOUSAND THREE HUNDRED EIGHTY FIVE & 89/100 Dollars was paid to the County Treasurer for the aforesaid tax lien on the property affected thereby, and the lien was purchased at the

INTEREST RATE OF 10 per centum, subject to all claims for taxes or other liens and encumbrances and to any right, title or interest of record of the County of Nassau. However, such tax liens shall have priority over the County's Differential Interest Lien, representing the excess, if any, of the interest and penalty borne at the maximum rate over the interest and penalty borne at the rate at which the lien was purchased.

All liens on property involved in this sale are subject to the provisions of the Federal and State Soldiers' and Sailors' Civil Relief Acts, and to any and all superior Tax Liens of Sovereignties and other Municipalities, together with the provisions of the United States Bankruptcy Code.

After the expiration of the time to redeem, unless sooner redeemed, the holder of this tax sale certificate shall be entitled to pursue the remedies provided in the Nassau County Administrative Code for the enforcement of said sale.

The undersigned as County Treasurer shall receive and allow satisfactions of the Tax Lien in the manner and on the terms set forth in the Nassau County Administrative Code (Chapter 272 of the laws of 1939) and amendments thereto. Satisfaction of said tax lien shall be allowed until the delivery of a County Treasurer's deed or until a notice of election to foreclose the tax lien is filed with the County Treasurer by the holder of the tax sale certificate together with proof by affidavit or certificate that a summons, complaint and notice of pendency of action in an action to foreclose the lien has been duly filed in the office of the County Clerk. In addition to the tax lien represented by this certificate of sale, the County Treasurer will require satisfaction of a Differential Interest Lien, as defined in the Nassau County Administrative Code, if any exists.

Witness my hand and official seal
at Mineola, Nassau County, N. Y. this

21ST DAY OF APRIL, 2003

Henry M. Dachowitz

TREASURER, COUNTY OF NASSAU

NOTE: In all correspondence please refer to above certificate number and tax sale of February, 2003

Section 5-49.0 of the Nassau County Administrative Code (Chapter 272 of the laws of 1939) provides that "the holder of a certificate of sale of tax liens, at any time after the annual return of taxes to the county treasurer by the receiver of taxes, may pay to the county treasurer any taxes on such return and any older taxes that are a lien on such property."

Do not attempt to make payment of any such taxes to the Receiver of Taxes and when paying such tax to the County Treasurer make sure to state at the time, the payment is made by you as tax lien purchaser.

FORM R121 8.5M 4/01

CERTIFICATE OF SALE OF TAX LIENS AND REAL PROPERTY AFFECTED THEREBY:
SITUATED WITHIN THE

TOWN OF HEMPSTEAD

No. 001436 NASSAU COUNTY, N.Y. $ 14,520.46

THIS IS TO CERTIFY THAT at the sale of tax liens and real property affected thereby, for unpaid

SCHOOL DISTRICT TAXES FOR THE YEAR 2001-2002 (FULL)
STATE, COUNTY, TOWN AND SPECIAL DISTRICT TAXES FOR THE YEAR 2002 (2ND HALF)

held by the County Treasurer of the County of Nassau, at the Nassau County Police Headquarters Auditorium, Mineola, Nassau County, N.Y., beginning on February 18TH, 2003, which tax sale was held pursuant to the provisions of the Nassau County Administrative Code, (Chapter 272 of the laws of 1939 and all amendments thereto) which statutes are by reference made part hereof.

NASSAU COUNTY purchased the tax lien on the property then and there sold, which was assessed to .....

DRAKE REDEVELOPMENT C said real property being situated in the TOWN OF HEMPSTEAD

Nassau County, N. Y., and described as follows: ASSIGNED TO AJM CAPITAL II, LLC
September 23, 2011

DESCRIPTION OF REAL PROPERTY AS SHOWN ON THE NASSAU COUNTY LAND AND TAX MAP

School District	01	Section 34	Block	330	Lot(s) No. 19

The sum of FOURTEEN THOUSAND FIVE HUNDRED TWENTY & 46/100
Dollars was paid to the County Treasurer for the aforesaid tax lien on the property affected thereby, and the lien was purchased at the

INTEREST RATE OF 10 per centum, subject to all claims for taxes or other liens and encumbrances and to any right, title or interest of record of the County of Nassau. However, such tax liens shall have priority over the County's Differential Interest Lien, representing the excess, if any, of the interest and penalty borne at the maximum rate over the interest and penalty borne at the rate at which the lien was purchased.

All liens on property involved in this sale are subject to the provisions of the Federal and State Soldiers' and Sailors' Civil Relief Acts, and to any and all superior Tax Liens of Sovereignties and other Municipalities, together with the provisions of the United States Bankruptcy Code.

After the expiration of the time to redeem, unless sooner redeemed, the holder of this tax sale certificate shall be entitled to pursue the remedies provided in the Nassau County Administrative Code for the enforcement of said sale.

The undersigned as County Treasurer shall receive and allow satisfactions of the Tax Lien in the manner and on the terms set forth in the Nassau County Administrative Code (Chapter 272 of the laws of 1939) and amendments thereto. Satisfaction of said tax lien shall be allowed until the delivery of a County Treasurer's deed or until a notice of election to foreclose the tax lien is filed with the County Treasurer by the holder of the tax sale certificate together with proof by affidavit or certificate that a summons, complaint and notice of pendency of action in an action to foreclose the lien has been duly filed in the office of the County Clerk. In addition to the tax lien represented by this certificate of sale, the County Treasurer will require satisfaction of a Differential Interest Lien, as defined in the Nassau County Administrative Code, if any exists.

Witness my hand and official seal
at Mineola, Nassau County, N. Y. this

21ST DAY OF APRIL, 2003

Henry M. Dalhoff

TREASURER, COUNTY OF NASSAU

NOTE: In all correspondence please refer to above certificate number and tax sale of February, 2003

Section 5-49.0 of the Nassau County Administrative Code (Chapter 272 of the laws of 1939) provides that "the holder of a certificate of sale of tax liens, at any time after the annual return of taxes to the county treasurer by the receiver of taxes, may pay to the county treasurer any taxes on such return and any older taxes that are a lien on such property."

Do not attempt to make payment of any such taxes to the Receiver of Taxes and when paying such tax to the County Treasurer make sure to state at the time, the payment is made by you as tax lien purchaser.

FORM R121 8.5M 4/01

No. 001357 NASSAU COUNTY, N.Y. $ 10,375.76

THIS IS TO CERTIFY THAT at the sale of tax liens and real property affected thereby, for unpaid

SCHOOL DISTRICT TAXES FOR THE YEAR 1999-2000 (FULL)
STATE, COUNTY, TOWN AND SPECIAL DISTRICT TAXES FOR THE YEAR 2000 (FULL)

held by the County Treasurer of the County of Nassau, at the Nassau County Police Headquarters Auditorium, Mineola, Nassau County, N.Y., beginning on February 20TH, 2001, which tax sale was held pursuant to the provisions of the Nassau County Administrative Code, (Chapter 272 of the laws of 1939 and all amendments thereto) which statutes are by reference made part hereof.

NASSAU COUNTY purchased the tax lien on the property then and there sold, which was assessed to .....

RTL TRUST & REP NATL OF N Y said real property being situated in the TOWN OF HEMPSTEAD

Nassau County, N. Y., and described as follows: ASSIGNED TO ARK CAPITAL II, LLC

September 23, 2011

DESCRIPTION OF REAL PROPERTY AS SHOWN ON THE NASSAU COUNTY LAND AND TAX MAP

School District 01	Section 34	Block 190	Lot(s) No. 40-42

The sum of TEN THOUSAND THREE HUNDRED SEVENTY FIVE & 76/100 Dollars was paid to the County Treasurer for the aforesaid tax lien on the property affected thereby, and the lien was purchased at the

INTEREST RATE OF 10 per centum, subject to all claims for taxes or other liens and encumbrances and to any right, title or interest of record of the County of Nassau. However, such tax liens shall have priority over the County's Differential Interest Lien, representing the excess, if any, of the interest and penalty borne at the maximum rate over the interest and penalty borne at the rate at which the lien was purchased.

All liens on property involved in this sale are subject to the provisions of the Federal and State Soldiers' and Sailors' Civil Relief Acts, and to any and all superior Tax Liens of Sovereignties and other Municipalities, together with the provisions of the United States Bankruptcy Code.

After the expiration of the time to redeem, unless sooner redeemed, the holder of this tax sale certificate shall be entitled to pursue the remedies provided in the Nassau County Administrative Code for the enforcement of said sale.

The undersigned as County Treasurer shall receive and allow satisfactions of the Tax Lien in the manner and on the terms set forth in the Nassau County Administrative Code (Chapter 272 of the laws of 1939) and amendments thereto. Satisfaction of said tax lien shall be allowed until the delivery of a County Treasurer's deed or until a notice of election to foreclose the tax lien is filed with the County Treasurer by the holder of the tax sale certificate together with proof by affidavit or certificate that a summons, complaint and notice of pendency of action in an action to foreclose the lien has been duly filed in the office of the County Clerk. In addition to the tax lien represented by this certificate of sale, the County Treasurer will require satisfaction of a Differential Interest Lien, as defined in the Nassau County Administrative Code, if any exists.

Witness my hand and official seal
at Mineola, Nassau County, N. Y. this
23RD DAY OF APRIL, 2001

TREASURER, COUNTY OF NASSAU

NOTE: In all correspondence please refer to above certificate number and tax sale of February, 2001

Section 5-49.0 of the Nassau County Administrative Code (Chapter 272 of the laws of 1939) provides that "the holder of a certificate of sale of tax liens, at any time after the annual return of taxes to the county treasurer by the receiver of taxes, may pay to the county treasurer any taxes on such return and any older taxes that are a lien on such property."

Do not attempt to make payment of any such taxes to the Receiver of Taxes and when paying such tax to the County Treasurer make sure to state at the time, the payment is made by you as tax lien purchaser.

FORM #121 # 6M 4/01

CERTIFICATE OF SALE OF TAX LIENS AND REAL PROPERTY AFFECTED THEREBY:
SITUATED WITHIN THE

TOWN OF HEMPSTEAD

No. 001641 NASSAU COUNTY, N.Y. $ 69,244.67

THIS IS TO CERTIFY THAT at the sale of tax liens and real property affected thereby, for unpaid

SCHOOL DISTRICT TAXES FOR THE YEAR 2008-2009 (FULL)
STATE, COUNTY, TOWN AND SPECIAL DISTRICT TAXES FOR THE YEAR 2009 (FULL)

held by the County Treasurer of the County of Nassau, at the Legislative Chamber, first floor, Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, Nassau County, N.Y.
beginning on February 16TH, 2010,
which tax sale was held pursuant to the provisions of the Nassau County Administrative Code, (Chapter 272 of the laws of 1939 and all amendments thereto) which statutes are by reference made part hereof.
NASSAU COUNTY
purchased the tax lien on the property then and there sold, which was assessed to .....
EASTERN BAPTIST ASSN OF NEW YORK INC. S said real property being situated in the TOWN OF HEMPSTEAD
Nassau County, N. Y., and described as follows:

ASSIGNED TO AJM CAPITAL II, LLC
September 23, 2011

DESCRIPTION OF REAL PROPERTY AS SHOWN ON THE NASSAU COUNTY LAND AND TAX MAP

School District 01	Section 34	Block 359	Lot(s) No. 9

The sum of SIXTY NINE THOUSAND TWO HUNDRED FORTY FOUR & 67/100
Dollars was paid to the County Treasurer for the aforesaid tax lien on the property affected thereby, and the lien was purchased at the

INTEREST RATE OF 18 per centum, subject to all claims for taxes or other liens and encumbrances and to any right, title or interest of record of the County of Nassau. However, such tax liens shall have priority over the County's Differential Interest Lien, representing the excess, if any, of the interest and penalty borne at the maximum rate over the interest and penalty borne at the rate at which the lien was purchased.

All liens on property involved in this sale are subject to the provisions of the Federal and State Soldiers' and Sailors' Civil Relief Acts, and to any and all superior Tax Liens of Sovereignties and other Municipalities, together with the provisions of the United States Bankruptcy Code.

After the expiration of the time to redeem, unless sooner redeemed, the holder of this tax sale certificate shall be entitled to pursue the remedies provided in the Nassau County Administrative Code for the enforcement of said sale.

The undersigned as County Treasurer shall receive and allow satisfactions of the Tax Lien in the manner and on the terms set forth in the Nassau County Administrative Code (Chapter 272 of the laws of 1939) and amendments thereto. Satisfaction of said tax lien shall be allowed until the delivery of a County Treasurer's deed or until a notice of election to foreclose the tax lien is filed with the County Treasurer by the holder of the tax sale certificate together with proof by affidavit or certificate that a summons, complaint and notice of pendency of action in an action to foreclose the lien has been duly filed in the office of the County Clerk. In addition to the tax lien represented by this certificate of sale, the County Treasurer will require satisfaction of a Differential Interest Lien as defined in the Nassau County Administrative Code, if any exists.

Witness my hand and official seal
at Mineola, Nassau County, N. Y. this

18TH DAY OF MARCH, 2010

Steven S. Bellone

TREASURER, COUNTY OF NASSAU

NOTE: In all correspondence please refer to above certificate number and tax sale of February, 2010 Section 5-49.0 of the Nassau County Administrative Code (Chapter 272 of the laws of 1939) provides that "the holder of a certificate of sale of tax liens, at any time after the annual return of taxes to the county treasurer by the receiver of taxes, may pay to the county treasurer any taxes on such return and any older taxes that are a lien on such property."

Do not attempt to make payment of any such taxes to the Receiver of Taxes and when paying such tax to the County Treasurer make sure to state at the time, the payment is made by you as tax lien purchaser.

FORM R121 8.5M 4/01

Exhibit C

Schedule of Current Village Arrears

Exhibit C
Schedule of Current Village Arrears

177 Harvard Street
Section 34, Block 248, Lots 109-110

Date of Sale	Tax Year	Cert. #
5/9/1991	1990	103
5/7/1992	1991	110
5/6/1993	1992	129
5/5/1994	1993	149
5/4/1995	1994	157
5/2/1996	1995	193
5/2/1997	1996	171
5/7/1998	1997	173
5/6/1999	1998	205
5/11/2000	1999	177
5/3/2001	2000	171
5/2/2002	2001	175
5/1/2003	2002	173
5/6/2004	2003	101
5/5/2005	2004	94
3/29/2007	2005	98
5/3/2007	2006	107
5/8/2008	2007	131
5/7/2009	2008	119
5/6/2010	2009	94
5/5/2011	2010	98
5/3/2012	2011	102
5/2/2013	2012	112
5/1/2014	2013	104
5/7/2015	2014	116

9 Centre Street
Section 34, Block 331, Lot 25

Date of Sale	Tax Year	Cert. #
5/1/2014	2013	175
5/7/2015	2014	181
5/5/2016	2015	153

127-131 Main Street
Section 34, Block 330, Lots 11 & 19

Date of Sale	Tax Year	Cert. #
5/5/2005	2004	149 & 150
3/29/2007	2005	158 & 159
5/3/2007	2006	176 & 177
5/8/2008	2007	207 & 208
5/7/2009	2008	196 & 197
5/6/2010	2009	165 & 166
5/5/2011	2010	160 & 161
5/3/2012	2011	169 & 170
5/2/2013	2012	174 & 175
5/1/2014	2013	172 & 173
5/7/2015	2014	178 & 179
5/5/2016	2015	151 & 152

75 Kellum Place
Section 34, Block 190, Lots 40-42

Date of Sale	Tax Year	Cert. #
5/4/1995	1994	57
5/2/1996	1995	70
5/2/1997	1996	57
5/11/2000	1999	54
5/3/2001	2000	57
5/2/2002	2001	54
5/1/2003	2002	60
5/6/2004	2003	26
5/5/2005	2004	27
3/29/2007	2005	31
5/3/2007	2006	27
5/8/2008	2007	42
5/7/2009	2008	39
5/6/2010	2009	33
5/5/2011	2010	40
5/3/2012	2011	37
5/2/2013	2012	36
5/1/2014	2013	72
5/7/2015	2014	39
5/5/2016	2015	35

301-309 Peninsula Boulevard
Section 34, Block 358, Lot 9

Date of Sale	Tax Year	Cert. #
5/8/2008	2007	230
5/7/2009	2008	216
5/6/2010	2009	185
5/5/2011	2010	187
5/3/2012	2011	199
5/2/2013	2012	198
5/1/2014	2013	193
5/7/2015	2014	200
5/5/2016	2015	169

AGENDA – October 18, 2016

____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that pursuant to the recommendation of Richard Abbate, Purchasing Agent, and Bijan Farahani, Supervisor of Engineering, that **Bid # 9** HEMV 2015/2016, which bid opened October 13, 2015, 2015 Requirement Specification for Repair and/or Replacement or Water Main and valves on various streets in the Inc. Village of Hempstead, be **extended** to the lowest responsible bidder: **Orchid Sewer & Water Contracting Corporation**; 11 Dennis Street, Garden City, New York, 11040 in the amount of $277,300.00

Seconded by Trustee _____

AGENDA – October 18, 2016

Does the Board wish to approve acceleration of the 1st terminal leave payment in the amount of $28,229.96 in accordance with the provisions of the Hempstead P.B.A. collective bargaining agreement for Lt. Scott Donohue as previously agreed? **BE RATIFIED**.

Moved by Trustee _____

Seconded by Trustee _____

AGENDA – October 18, 2016

The appointment of **TRACY S. AUGUSTE** as **Special Prosecutor** in the Village Court for the period commencing **OCTOBER 19, 2016,** to **April 3, 2017,** at a rate of **$25.00** per hour.

Moved by Trustee _____

Seconded by Trustee _____

AGENDA – October 18, 2016

____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ authorizing the Village of Hempstead to enter into an agreement with the Nassau County Department of Social Services, 60 Charles Lindbergh Blvd. Suite 160, Uniondale, NY 11553 to allow **Amanda Jackson**, Village of Hempstead Resident, to volunteer up to 20 hours under the Work Experience Program.

Seconded by Trustee _____

AGENDA – October 18, 2016

_____ Clerks offers the following resolution for adoption:

Moved by Trustee _____ authorizing the appointment of and/or salary changes for certain full-time and part-time employees of the Incorporated Village of Hempstead as reviewed as follows:

Name	**Department/Title/Grade**	**Salary**
Derek Warner 99 Nichols Court Hempstead, NY	Police Department Detective Sergeant	$146,124 upon approval
Bibi Boucicaut 99 Nichols Court Hempstead, NY	Tax & Water Account Clerk Grade 5/5 Old	$58,240 upon approval
Wyndel Williams 99 Nichols Court Hempstead, NY	Legal Dept. Legal Assistant Grade 6/4 Old	$58,049 upon approval
Justin Kum 99 Nichols Court Hempstead, NY	Accounting Computer Operator Grade 22/2 Old	$87,957 upon approval
Teddy McClean 99 Nichols Court Hempstead, NY	DPW-Engineering Sr. Engineering Aide Grade 22/2 Old	$85,818 upon approval
Moises Melendez 99 Nichols Court Hempstead, NY	DPW-Garage Motor Repair Supervisor Grade 17/6 Old	$83,124 upon approval
Wesley Macioroski 99 Nichols Court Hempstead, NY	DPW-Garage Ass't Motor Repair Supervisor Grade 14/6 Old	$78,844 upon approval
Warren Hargwood 99 Nichols Court Hempstead, NY	DPW-Garage Ass't Motor Repair Supervisor Grade 14/3 O	$69,266 upon approval
Michael White 99 Nichols Court Hempstead, NY	Police Department Neighborhood Aide Grade 5/0 N	$45,205 upon approval

Colleen Senior 99 Nichols Court Hempstead, NY	Police Department Neighborhood Aide Grade 5/0	$45,205 upon approval
Hartley Honeghan 99 Nichols Court Hempstead, NY	Police Department Neighborhood Aide Grade 5/0 New	$45,205 upon CS approval

Seconded by Trustee _____,

AGENDA – October 18, 2016

___ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that all meeting bills, including self-insurance funds, audited by the Board of Trustees on check warrant dated **October 18, 2016,** be approved as previously reviewed.

Seconded by Trustee _____