

GATEWAY UNIVERSAL LLC  
and  
TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

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PAYMENT-IN-LIEU-OF-TAX AGREEMENT

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Town of Hempstead Industrial Development Agency  
(Gateway Universal LLC 2016 Facility)

Dated as of June 1, 2016

Town of Hempstead, Village of Garden City, Garden City School District,  
Nassau County

Property Address: 390 Old Country Road, Garden City, New York 11530

Tax Map Number: Section: 34 Block: 005 Lots: 43 and 44

## PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of June 1, 2016 (this “**PILOT Agreement**”), is by and between GATEWAY UNIVERSAL LLC, a limited liability company duly organized and validly existing under the laws of the State of New York having an office 200 Garden City Plaza, Suite 402, Garden City, New York 11530 (the “**Company**”), and the TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 350 Front Street, 2<sup>nd</sup> Floor, Hempstead, New York 11550 (the “**Agency**”).

### W I T N E S S E T H:

WHEREAS, the Agency was created by Chapter 529 of the Laws of 1971 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the “**Act**”); and

WHEREAS, the Agency has agreed to assist in the acquisition of an approximately 0.5 acre parcel of land (Section 34, Block 5, Lots 43 and 44) located at 390 Old Country Road, Garden City, Town of Hempstead, Nassau County, New York (the “**Land**”), the renovation of an existing 5,800 square foot, two-story office building located thereon, including but not limited to, the construction of an entrance, the installation of an elevator and façade work (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”; and, together with the Land, and the Improvements, the “**Facility**”), which Facility is to be subleased and leased to the Company and sub-subleased by the Company to various tenants, some of whom are not yet determined, for use as a multi-tenant office building; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency’s agent, to construct, renovate and equip the Facility in accordance with the Plans and Specifications; and

WHEREAS, the Company has agreed to lease the Land and Improvements to the Agency pursuant to and in accordance with a certain Company Lease Agreement dated as of June 1, 2016 (the “**Company Lease**”), by and between the Company and the Agency;

WHEREAS, the Company has agreed to transfer to the Agency title to the Equipment pursuant to a certain Bill of Sale, dated the Closing Date (the “**Bill of Sale**”); and

WHEREAS, the Agency has agreed to sublease and lease the Facility to the Company pursuant to a certain Lease Agreement, dated as of June 1, 2016 (the “**Lease Agreement**”), by and between the Agency and the Company;

WHEREAS, the Agency and the Company have entered into a certain Recapture Agreement, dated as of June 1, 2016 (the “**Recapture Agreement**”), pursuant to which the Agency has the right to recapture certain economic benefits and assistance granted to the Company upon the terms and conditions set forth in the Recapture Agreement; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes and assessments imposed upon real property owned by it, other than special ad valorem levies, special assessments or Special District Taxes and service charges against real property located in the Town of Hempstead, Village of Garden City, Nassau County, New York (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments in lieu of taxes and such assessments by the Company to the Village of Garden City, the Town of Hempstead, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, Garden City School District, Nassau County and appropriate special districts (hereinafter the “**Taxing Authorities**”) in which any part of the Facility is or is to be located.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants herein contained, it is mutually agreed as follows:

1. (a) As long as the Lease Agreement is in effect, the Company agrees to make payments in lieu of all real estate taxes and assessments (in addition to paying all special ad valorem levies, special assessments or Special District Taxes and service charges against real property located in the Village of Garden City, Town of Hempstead, Garden City School District, Nassau County (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements) which would be levied upon or with respect to the Facility if the Facility were owned by the Company and not by the Agency (the “**Taxes on the Facility**”). The amounts of such payments are set forth herein.

(b) After the effective date of this PILOT Agreement and until the provisions of paragraph 1(c) become effective, the Company shall pay, as payments in lieu of taxes and assessments, one hundred percent (100%) of the taxes and assessments that would be levied upon the Facility by the respective Taxing Authorities.

(c) Commencing with the 2017/2018 School Tax Year and the 2018 General Tax Year and the 2017/2018 Village Tax Year, the Company shall pay, as payments in lieu of taxes and assessments, the amounts set forth on Exhibit A attached hereto and made a part hereof, less any amounts payable by the Company in connection with any special ad valorem levies, special assessments, or Special District Taxes and service charges levied against the Facility. This PILOT Agreement shall expire on December 31, 2027.

(d) The Company shall pay, or cause to be paid, the amounts set forth in paragraphs 1(a), (b) and (c) above, as applicable, after receipt of tax bills from the Agency or the Taxing Authorities, as the case may be. Failure to receive a tax bill shall not relieve the Company of its obligation to make all payments provided for hereunder. If, for any reason,

the Company does not receive an appropriate tax bill, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Taxing Authorities and to have such a bill issued, and thereafter to make payment of the same no later than the due dates provided therein. Payments shall be made directly to the Taxing Authorities. Payments made after the due date(s) as set forth in the applicable tax bills shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Authorities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for an initial penalty of five percent (5%) of the amount due and an additional penalty of one percent (1%) per month on payments more than one month delinquent.

(e) During the term of this PILOT Agreement, the Company shall continue to pay all special ad valorem levies, special assessments, and service charges levied against the Facility for special improvements or special district improvements.

(f) In the event that any structural addition that increases the footprint or height of the Facility or increases the assessed value of the Facility shall be made to the building or buildings included in the Facility subsequent to the Completion Date (as such term is defined in the Lease Agreement), or any additional building or improvement shall be constructed on the real property described on Exhibit B hereto (such structural additions, buildings and improvements being referred to hereinafter as “**Additional Facilities**”), the Company agrees to make additional payments in lieu of taxes to the Taxing Authorities in amounts equal to the product of the then current ad valorem tax rates which would be levied upon or with respect to the Additional Facilities by the Taxing Authorities if the Additional Facilities were owned by the Company and not the Agency times the assessment or assessments established for that tax year by the respective Taxing Authorities having appropriate assessing jurisdiction. All other provisions of this PILOT Agreement shall apply to this obligation for additional payments.

2. In the event that the Agency’s leasehold interest in the Facility or any part thereof terminates at such time in reference to any taxable status date as to make it impossible to place such Facility or part thereof on the tax rolls of the Village of Garden City, Town of Hempstead, Garden City School District, Nassau County, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, or appropriate special districts, as the case may be, by such taxable status date, the Company hereby agrees to pay, at the first time taxes or assessments are due following the taxable status date on which such Facility or part thereof is placed on the tax rolls, an amount equal to the taxes or assessments which would have been levied on such Facility or part thereof had it been on the tax rolls from the time of the termination of the Agency’s leasehold interest until the date of the tax rolls following the taxable status date as of which such Facility or part thereof is placed on the tax rolls. There shall be deducted from such amount any amounts previously paid pursuant to this PILOT Agreement by the Agency or the Company to the respective Taxing Authorities relating to any period of time after the date of termination of the Agency’s interest. The provisions of this paragraph 2 shall survive the termination or expiration of the Lease Agreement. Any rights the Company may have against its respective designees are separate and apart from the

terms of this paragraph 2, and this paragraph 2 shall survive any transfer from the Agency to the Company.

3. In the event the Facility or any part thereof is declared to be subject to taxation for taxes or assessments by an amendment to the Act or other legislative change or by a final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

4. In the event the Company shall enter into a subsequent payment-in-lieu-of-tax agreement or agreements with respect to the Taxes on the Facility directly with any or all Taxing Authorities in the jurisdiction of which the Facility is located, the obligations of the Company hereunder, which are inconsistent with such future agreement or agreements, shall be superseded and shall, to such extent, be null and void.

5. As long as this PILOT Agreement is in effect, the Agency and the Company agree that (i) the Company shall be deemed to be the owner of the Facility and of the Additional Facilities for purposes of instituting, and shall have the right to institute, administrative or judicial review of an assessment of the real estate with respect to the Facility and of the Additional Facilities pursuant to the provisions of Article 7 of the Real Property Tax Law or any other applicable law, as the same may be amended from time to time, and (ii) the Agency, at the request of the Company, shall request the Assessor of Nassau County, or any other assessor having jurisdiction to assess the Facility, to take into consideration the value of surrounding properties of like character when assessing the Facility. Notwithstanding the foregoing, in the event that the assessment of the real estate with respect to the Facility and the Additional Facilities is reduced as a result of any such administrative or judicial review so that such complaining party would be entitled to receive a refund or refunds of taxes paid to the respective Taxing Authorities, if such complaining party were the owner of the Facility and the Additional Facilities, such complaining party shall not be entitled to receive a refund or refunds of the payments in lieu of taxes and assessments paid pursuant to this PILOT Agreement. In no event shall the Agency be required to remit to the Company, or any Taxing Authority any moneys otherwise due as a result of a reduction in the assessment of the Facility (or any part thereof) due to a certiorari review. If the Company receives a reduction in assessment in the last year of the Lease Agreement after it has made its final payments in lieu of taxes, the Company acknowledges that it shall look solely to the Taxing Authorities for repayment or for a credit against the first payment(s) of Taxes on the Facility which will be due after the Facility is returned to the tax rolls. The Company hereby agrees that it will notify the Agency if the Company shall have requested a reassessment of the Facility or a reduction in the taxes on the Facility or shall have instituted any tax certiorari proceedings with respect to the Facility. The Company shall deliver to the Agency copies of all notices, correspondence, claims, actions and/or proceedings brought by or against the Company in connection with any reassessment of the Facility, reduction of taxes with respect to the Facility or tax certiorari proceedings with respect to the Facility.

6. The Company, in recognition of the benefits provided under the terms of this PILOT Agreement, including, but not limited to, the payments-in-lieu-of-taxes set forth in Exhibit A hereto, and for as long as the Lease Agreement is in effect, expressly waive any rights they may have for any exemption under Section 485-b of the Real Property Tax Law

or any other exemption under any other law or regulation (except, however, for the exemption provided by Title 1 of Article 18-A of the General Municipal Law) with respect to the Facility. The Company, however, reserves any such rights with respect to the Additional Facilities as referred to in paragraph 1(f) and with respect to the assessment and/or exemption of the Additional Facilities.

7. The Company recognizes and agrees that if at any time the Company substantially changes, modifies or amends its proposed method of operations or fails to maintain at all times the number of FTEs at the Facility as required by Section 8.13 of the Lease Agreement so as to effect a Recapture Event in accordance with the provisions of the Recapture Agreement shall occur, then the Company shall (i) pay to the Agency an amount equal to 100% of the Recaptured Benefits, as defined in the Recapture Agreement, due and owing under the Recapture Agreement, or (ii) if applicable, pay an increased PILOT payment in accordance with Section 1(d) of the Recapture Agreement. The Agency shall notify the Company in writing of the occurrence and continuation of a Recapture Event under the Recapture Agreement and all amounts that are due and owing under the Recapture Agreement. The Company shall remit such additional sums due to the Agency upon demand thereof.

8. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, return receipt requested, or delivered by any national overnight express delivery service (in each case, postage or delivery charges paid by the party giving such communication) addressed as follows or to such other address as any party may specify in writing to the other:

The Agency:

Town of Hempstead Industrial Development Agency  
350 Front Street, 2nd Floor  
Hempstead, New York 11550-4037  
Attention: Executive Director and Chief Executive Officer

With a copy to:

Ryan, Brennan & Donnelly LLP  
131 Tulip Avenue  
Floral Park, New York 11001  
Attention: John E. Ryan, Esq.

The Company:

Gateway Universal LLC  
200 Garden City Plaza, Suite 402  
Garden City, New York 11530  
Attention: Thomas J. Santucci, Member

With a copy to:

Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP  
The Omni  
333 Earle Ovington Boulevard, Suite 1010

Uniondale, New York 11553  
Attention: Frank Davis, Esq.

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the third Business Day after mailing with respect to certified mail and one Business Day after mailing with respect to overnight mail.

9. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company under this PILOT Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any or all of the Company's obligations hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or receipt by the Agency of a lesser amount than or different manner from the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any checks or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this PILOT Agreement or otherwise provided at law or in equity.

10. This PILOT Agreement shall become effective as of the first taxable status date of the Town of Hempstead after the date the Agency acquires a leasehold interest in the Facility. All taxes, assessments, special assessments, service charges, special ad valorem levies or similar tax equivalents due or to become due based upon prior taxable status dates shall be paid by the Company when due. Notwithstanding anything herein to the contrary, upon termination of the Lease Agreement this PILOT Agreement shall terminate.

11. Whenever the Company fails to comply with any provision of this PILOT Agreement, the Agency may, but shall not be obligated to, take whatever action at law or in equity may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this PILOT Agreement. The Agency agrees to notify the Company in writing of any failure by the Company to comply with any provision of this PILOT Agreement and shall provide the Company with the opportunity to cure such failure within thirty (30) days after receipt by the Company of such notice.

12. This PILOT Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

13. The Company agrees to hold the Agency harmless from and against any liability arising from any default by the Company in performing its obligations hereunder or any expense incurred under this PILOT Agreement, including any expenses of the Agency, including without limitation reasonable attorneys' fees.

14. This PILOT Agreement may be modified only by written instrument duly executed by the parties hereto.

15. This PILOT Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, heirs, distributees and assigns.

16. Except as provided in paragraphs 3 and 4, if any provision of this PILOT Agreement (excluding Section 1) shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

17. The failure or breach by the Company to pay amounts due and owing under this PILOT Agreement for a period of fifteen (15) days following written notice or to promptly and fully perform any of its obligations hereunder for a period of thirty (30) days after notice shall constitute an Event of Default under this PILOT Agreement, whereupon the Agency may terminate this PILOT Agreement by written notice to the Company.

18. The Company and the Agency hereby agree that the obligations and liabilities of the Company hereunder are the absolute and unconditional obligations and liabilities of the Company and not the obligations and liabilities of any officer, director, shareholder or employee of the Company, and that no officer, director, shareholder or employee of the Company shall have any obligation or liability hereunder, except arising in connection with the gross negligence, recklessness, willful, misconduct or criminal activity of such officer, director or employee of the Company.

19. This PILOT Agreement shall cover the real property located on Exhibit B attached hereto.

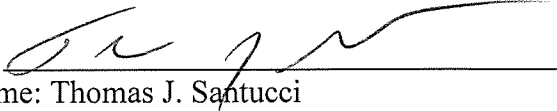
20. All of the capitalized terms used in this PILOT Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Schedule of the Definitions attached to the Lease Agreement as Schedule A.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

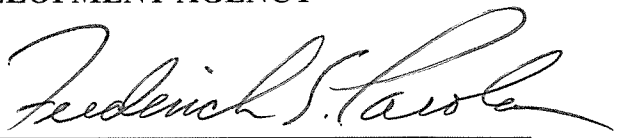


IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the date first written above.

**GATEWAY UNIVERSAL LLC**

By:   
Name: Thomas J. Santucci  
Title: Sole Member

**TOWN OF HEMPSTEAD INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Frederick E. Parola  
Title: Executive Director and  
Chief Executive Officer

## EXHIBIT A

Schedule of In-Lieu-of-Taxes Payment **less** any amounts payable by the Company in connection with any special ad valorem levies, special assessments or Special District Taxes and service charges levied against the Facility to the Town of Hempstead, Village of Garden City, Garden City School District and Appropriate Special Districts:

General Tax Year/School Tax Year/Village Tax Year	Total PILOT Payments
2018 General/2017-2018 School/2017-2018 Village Tax Year	\$47,089.00
2019 General/2018-2019 School/2018-2019 Village Tax Year	\$47,089.00
2020 General/2019-2020 School/2019-2020 Village Tax Year	\$47,089.00
2021 General/2020-2021 School/2020-2021 Village Tax Year	\$47,678.00
2022 General/2021-2022 School/2021-2022 Village Tax Year	\$48,274.00
2023 General/2022-2023 School/2022-2023 Village Tax Year	\$48,877.00
2024 General/2023-2024 School/2023-2024 Village Tax Year	\$49,610.00
2025 General/2024-2025 School/2024-2025 Village Tax Year	\$50,354.00
2026 General/2025-2026 School/2025-2026 Village Tax Year	\$51,235.00
2027 General/2026-2027 School/2026-2027 Village Tax Year	\$52,132.00

This PILOT Agreement shall expire on December 31, 2027. All payments for the 2027 General Tax Year, the 2026-2027 School Tax Year and the 2026-2027 Village Tax Year must be paid in full prior to the expiration of this PILOT Agreement. Full taxes will go into effect on January 1, 2028.

EXHIBIT B

Legal Description of Real Property

**SCHEDULE A**  
**DESCRIPTION OF PREMISES**

ALL that certain plot piece or parcel of land, situate, lying and being in the Incorporated Village of Garden City, Town of Hempstead, County of Nassau and State of New York, known and designated as part of Lots 7 and 8 in Block No. 2 as shown on a certain map entitled, "Map of Mineola Plaza in Garden City, Nassau County, N.Y., surveyed and mapped by Wm. H. Parry, Civil Engineer and City Engineer, Jamaica, N.Y.C. May 10, 1926" and filed in the Office of the Clerk of the County of Nassau on July 23, 1926 as Map No. 610, Case No. 670 said part of lots being bounded and described as follows:

BEGINNING at a point in the new southerly side of Old Country Road distant 40.00 feet westerly from the corner formed by the intersection of the new southerly side of Old Country Road and the westerly side of Lefferts Road (Lawrence Road);

RUNNING THENCE South 00 degrees 05 minutes 40 seconds West partly through a party wall 118.31 feet;

THENCE North 89 degrees 54 minutes 20 seconds West, 40.00 feet;

THENCE North 00 degrees 05 minutes 40 seconds East, 117.93 feet to the southerly side of Old Country Road;

THENCE along the southerly side of Old Country Road South 89 degrees 32 minutes 30 seconds East, 40.00 feet to the point or place of BEGINNING.

# NIXON PEABODY

James L. Smith  
Paralegal  
T 585-263-1146  
F 855-861-4897  
jlsmith@nixonpeabody.com

James L. Smith  
Paralegal  
T 585-263-1146  
F 855-861-4897  
jlsmith@nixonpeabody.com

Nixon Peabody LLP  
1300 Clinton Square  
Rochester, NY 14604-1792  
585-263-1000

June 6, 2016

**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

James Davis, Acting Assessor  
Nassau County Department of Assessment  
240 Old Country Road  
Mineola, New York 11501-8402

RE: Town of Hempstead Industrial Development Agency  
(Gateway Universal LLC 2016 Facility)

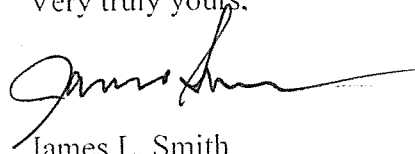
Dear Mr. Davis:

Enclosed please find a completed Form RP 412-a Application for Real Property Tax Exemption, together with a copy of the Payment-in-Lieu-of-Tax Agreement, in connection with the above-referenced transaction which closed on June 1, 2016.

Also enclosed are copies of the Company Lease and the Recapture Agreement, each dated as of June 1, 2016. The Recapture Agreement and a Memorandum of Company Lease have been submitted to the Nassau County Clerk's office for recording.

Please feel free to contact our office should you have any questions. Thank you.

Very truly yours,



James L. Smith  
Paralegal

Enclosures

cc: Attached Distribution List (w/encl.)

Distribution List

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Hon. Edward P. Mangano  
County Executive  
Nassau County  
1 West Street  
Mineola, New York 11501

Hon. Anthony J. Santino  
Town Supervisor  
Town of Hempstead  
One Washington Street  
Hempstead, New York 11550

Hon. Nicholas P. Episcopia  
Mayor, Village of Garden City  
351 Stewart Avenue  
Garden City, New York 11530

Dr. Robert Feirsen  
Superintendent of Schools  
Garden City Public Schools  
56 Cathedral Avenue  
Garden City, New York 11530

Ronda Patton, Esq., Wholly Exempt Division Head  
Department of Assessment  
Nassau County  
240 Old Country Road  
Mineola, New York 11501-8402

Daniel Valentino, Esq.  
Counsel to the Assessor  
Department of Assessment  
Nassau County  
240 Old Country Road  
Mineola, New York 11501

**VIA REGULAR MAIL**

Frederick E. Parola  
Executive Director and Chief Executive Officer  
Town of Hempstead Industrial Development Agency  
350 Front Street, 2<sup>nd</sup> Floor  
Hempstead, New York 11550

John E. Ryan, Esq.  
Ryan, Brennan & Donnelly LLP  
131 Tulip Avenue  
Floral Park, New York 11001



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES**  
APPLICATION FOR REAL PROPERTY TAX EXEMPTION  
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

**1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

Name Town of Hempstead Industria Development Agency  
Street 350 Front Street, 2nd Floor  
City Hempstead  
Telephone no. Day (516 ) 812-3122  
Evening ( ) \_\_\_\_\_  
Contact Frederick E. Parola  
Title Executive Director and Chief Executive Officer

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name Gateway Universal LLC  
Street 200 Garden City Plaza, Suite 402  
City Garden City, NY 11530  
Telephone no. Day (516 ) 240-1745  
Evening ( ) \_\_\_\_\_  
Contact Thomas J. Santucci  
Title Sole Member

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year)  
34-005-43
- b. Street address 390 Old Country Road
- c. City, Town or Village Garden City

- d. School District Garden City
- e. County Nassau
- f. Current assessment \_\_\_\_\_
- g. Deed to IDA (date recorded; liber and page)  
N/A - see 5f

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

- a. Brief description (include property use)  
renovation, and equipping of an existing approximately 5,800 sq ft building for use as a commercial multi-tenant building
- b. Type of construction unavailable
- c. Square footage app. 5,800 sq ft
- d. Total cost unavailable
- e. Date construction commenced unavailable
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
December 31, 2027

**5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION**

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment see attached "PILOT Agreement"  
\_\_\_\_\_  
\_\_\_\_\_

- b. Projected expiration date of agreement December 31, 2037

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Nassau</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Hempstead</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>Garden City</u>	<input checked="" type="checkbox"/>	
School District <u>Garden City</u>	<input checked="" type="checkbox"/>	

d. Person or entity responsible for payment

Name Gateway Universal LLC  
 Title Thomas J. Santucci, Sole Member  
 Address 200 Garden City Plaza, Suite 402  
Garden City, NY 11530

e. Is the IDA the owner of the property? Yes/No (circle one)

If "No" identify owner and explain IDA rights or interest

Telephone 516-240-1745

in an attached statement. The IDA has acquired a leasehold interest in the real property pursuant to a Company Lease Agreement, dated as of June 1, 2016

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes ☒ No


If yes, list the statutory exemption reference and assessment roll year on which granted:  
 exemption \_\_\_\_\_ assessment roll year \_\_\_\_\_

7. A copy of this application, including all attachments, has been mailed or delivered on 06/03/16 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

### CERTIFICATION

I, Frederick E. Parola Executive Director and Chief Executive Officer of  
Town of Hempstead Industrial Development Agency Name Title  
Organization hereby certify that the information  
 on this application and accompanying papers constitutes a true statement of facts.

June 1, 2016  
 Date

  
 Signature

### FOR USE BY ASSESSOR

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special ad valorem levies for which the parcel is liable:

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Assessor's signature



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Hon. Edward P. Mangano  
County Executive  
Nassau County  
1 West Street  
Mineola, New York 11501

2. Article Number (Transfer from service label)  
7015 0640 0003 2989 0880

PS Form 3811, April 2015 PSN 7530-02-000-9053 4697 70334/241 Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
**X** *Service Bureau* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature ☐ Priority Mail Express®  
☐ Adult Signature Restricted Delivery ☐ Registered Mail™  
☐ Certified Mail® ☐ Registered Mail Restricted Delivery  
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise  
☐ Collect on Delivery ☐ Signature Confirmation™  
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

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Domestic Mail Only

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**OFFICIAL USE**

Certified Mail Fee \$ *3.30*

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$ *2.10*  
☐ Return Receipt (electronic) \$ *2.10*  
☐ Certified Mail Restricted Delivery \$ *2.10*  
☐ Adult Signature Required \$ *2.10*  
☐ Adult Signature Restricted Delivery \$ *2.10*

Postage \$ *2.41*

Total Postage and Fees \$ *7.91*

Sent To Hon. Edward P. Mangano  
County Executive  
Nassau County  
1 West Street  
Mineola, New York 11501

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Daniel Valentino, Esq.  
Counsel to the Assessor  
Department of Assessment  
Nassau County  
240 Old Country Road  
Mineola, New York 11501

2. Article Number (Transfer from service label)  
7015 0640 0003 2989 0941

PS Form 3811, April 2015 PSN 7530-02-000-9053 4697 70334/241 Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
**X** *Service Bureau* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature ☐ Priority Mail Express®  
☐ Adult Signature Restricted Delivery ☐ Registered Mail™  
☐ Certified Mail® ☐ Registered Mail Restricted Delivery  
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise  
☐ Collect on Delivery ☐ Signature Confirmation™  
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

**U.S. Postal Service™**  
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Domestic Mail Only

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**OFFICIAL USE**

Certified Mail Fee \$ *3.30*

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$ *2.10*  
☐ Return Receipt (electronic) \$ *2.10*  
☐ Certified Mail Restricted Delivery \$ *2.10*  
☐ Adult Signature Required \$ *2.10*  
☐ Adult Signature Restricted Delivery \$ *2.10*

Postage \$ *2.41*

Total Postage and Fees \$ *7.91*

Sent To Daniel Valentino, Esq.  
Counsel to the Assessor  
Department of Assessment  
Nassau County  
240 Old Country Road  
Mineola, New York 11501

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
James Davis, Acting Assessor  
Nassau County Department of Assessment  
240 Old Country Road  
Mineola, New York 11501-8402

2. Article Number (Transfer from service label)  
7015 0640 0003 2989 0897

PS Form 3811, April 2015 PSN 7530-02-000-9053 4697 70334/241 Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
**X** *Service Bureau* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature ☐ Priority Mail Express®  
☐ Adult Signature Restricted Delivery ☐ Registered Mail™  
☐ Certified Mail® ☐ Registered Mail Restricted Delivery  
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise  
☐ Collect on Delivery ☐ Signature Confirmation™  
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

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**OFFICIAL USE**

Certified Mail Fee \$ *3.30*

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$ *2.10*  
☐ Return Receipt (electronic) \$ *2.10*  
☐ Certified Mail Restricted Delivery \$ *2.10*  
☐ Adult Signature Required \$ *2.10*  
☐ Adult Signature Restricted Delivery \$ *2.10*

Postage \$ *2.41*

Total Postage and Fees \$ *7.91*

Sent To James Davis, Acting Assessor  
Nassau County Department of Assessment  
240 Old Country Road  
Mineola, New York 11501-8402

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Robert Feirsen  
 Superintendent of Schools  
 Garden City Public Schools  
 56 Cathedral Avenue  
 Garden City, New York 11530

2. Article Number  
 (Transfer from service label) 7015 0640 0003 2989 0927

PS Form 3811, July 2013 4697 Domestic Return Receipt 703341241

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X [Signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail® ☐ Priority Mail Express™  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

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**OFFICIAL USE**

Certified Mail Fee  
 \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$ 2.75  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage  
 \$ 2.41

Total Postage and Fees Dr. Robert Feirsen  
 Superintendent of Schools  
 Garden City Public Schools  
 56 Cathedral Avenue  
 Garden City, New York 11530

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hon. Nicholas P. Episcopia  
 Mayor, Village of Garden City  
 351 Stewart Avenue  
 Garden City, New York 11530

2. Article Number  
 (Transfer from service label) 7015 0640 0003 2989 0910

PS Form 3811, July 2013 4697 Domestic Return Receipt 703341241

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X [Signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail® ☐ Priority Mail Express™  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee  
 \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$ 2.75  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage  
 \$ 2.41

Total Postage and Fees Hon. Nicholas P. Episcopia  
 Mayor, Village of Garden City  
 351 Stewart Avenue  
 Garden City, New York 11530

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hon. Anthony J. Santino  
 Town Supervisor  
 Town of Hempstead  
 One Washington Street  
 Hempstead, New York 11550

2. Article Number  
 (Transfer from service label) 7015 0640 0003 2989 0903

PS Form 3811, July 2013 4697 Domestic Return Receipt 703341241

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X [Signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery  
 6/9/16

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail® ☐ Priority Mail Express™  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

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**OFFICIAL USE**

Certified Mail Fee  
 \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$ 2.75  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage  
 \$ 2.41

Total Postage and Fees Hon. Anthony J. Santino  
 Town Supervisor  
 Town of Hempstead  
 One Washington Street  
 Hempstead, New York 11550

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Ronda Patton, Esq., Wholly Exempt Division  
Head  
Department of Assessment  
Nassau County  
240 Old Country Road  
Mineola, New York 11501-8402



9590 9403 0674 5196 8586 08

## 2. Article Number (Transfer from service label)

7015 0640 0003 2989 0934

PS Form 3811, April 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

- ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

JUN 09 2016

DEPARTMENT OF ASSESSMENT  
COUNTY OF NASSAU

## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

id Mail  
id Mail Restricted Delivery  
5500)

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OFFICIAL USE

Certified Mail Fee

\$ 3.30

Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage

\$ 2.41

Total Postage and Fees

Ronda Patton, Esq., Wholly Exempt Division

Sent To

Head

Street and Apt. No., or PO Box No.

Department of Assessment

City, State, ZIP+4®

Nassau County

240 Old Country Road

Mineola, New York 11501-8402

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

HE60 FB62 E000 0490 5102

7015 0640 0003 2989 0934 Domestic Return Receipt