

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: Filene's Basement, LLC, et al.	Case Number: 11-13511 (KJC)	<div style="font-size: 2em; font-weight: bold; margin: 0;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold; margin: 5px 0;">MAR 01 2012</div> <div style="font-weight: bold; margin: 10px 0;">KURTZMAN CARSON CONSULTANTS</div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): 655 Merrick, LLC as successor to the estate of Murray Pergament		
Name and address where notices should be sent: Robert J. Howard, Esq Rosenberg Calica & Birney LLP 100 Garden City Plaza, Suite 408, Garden City, New York 11530 Telephone number: (516) 747-7400 email: rhoward@rcblaw.com		<div style="text-align: center; font-weight: bold; font-size: 0.8em;">COURT USE ONLY</div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: <u>\$ UNLIQUIDATED / CONTINGENT</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>See attached description</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
Amount entitled to priority: \$ _____		
<i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making		



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7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

RECEIVED

MAR 01 2012

8. Signature: (See instruction #8)

Check the appropriate box.

- ☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor.
- (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

KURTZMAN CARSON CONSULTANTS

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Robert J. Howard
 Title: Attorney
 Company: Rosenberg Calica & Birney LLP
 Address and telephone number (if different from notice address above):

(Signature) [Signature] (Date) 2/29/12

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

ROSENBERG CALICA & BIRNEY LLP

ATTORNEYS AT LAW

100 GARDEN CITY PLAZA, SUITE 408

GARDEN CITY, NEW YORK 11530

TELEPHONE (516) 747-7400

FACSIMILE (516) 747-7480

WWW.RCBLAW.COM

RONALD J. ROSENBERG*
ROBERT M. CALICA
WILLIAM J. BIRNEY
EDWARD M. ROSS*
LESLEY A. REARDON
KENNETH E. ANESER*

JOHN S. CIULLA
JUDAH SERFATY
PETER J. WILLIAMS*
ROBERT J. HOWARD
DIANA G. ATTNER
JOSHUA M. LIEBMAN*
GEORGE B. KORDAS

KENNETH J. WEINSTEIN
RICHARD A. ROSS
OF COUNSEL

*ALSO ADMITTED FL
*ALSO ADMITTED CT
*ALSO ADMITTED CT, NJ, DC
*ALSO ADMITTED MD
*ALSO ADMITTED NJ

February 29, 2012

VIA FEDERAL EXPRESS

Filene's Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

Re: Claim by 655 Merrick LLC as successor to the
Estate of Murray Pergament
Case No. 11-13511(KJC)

To whom it may concern:

We are attorneys for claimant 655 Merrick LLC as successor to the Estate of Murray Pergament ("Pergament"), and we enclose, pursuant to Notice of Deadline for Filing Proofs of Claim dated January 20, 2012, Pergament's general unsecured claim in this case.

Respectfully,

ROSENBERG CALICA & BIRNEY LLP

By: 

Robert M. Calica

RJH:ds
enc

**ATTACHMENT TO NOTICE OF CLAIM 665 MERRICK, LLC AS SUCCESSOR
TO THE ESTATE OF MURRAY PERGAMENT**

1. 655 Merrick, LLC (“Merrick”) is the successor to the estate of Murray Pergament, including its interest in certain real property located on Merrick Avenue, Westbury, New York. Merrick is a party with Syms Corp. (the “Debtor”) and other non-debtor parties to an Easement Agreement and related agreements concerning adjacent commercial real property owned by Merrick, the Debtor, and certain non-debtor parties specified therein. A copy of agreements titled “*Interconnecting Roadway Agreement*”, dated August 15, 1988, “*Easement Agreement*” dated May 1, 1989, and “*Agreement*” dated October 29, 2007, are collectively attached hereto as Exhibit A (hereinafter the “Agreements”).

2. Under the Agreements, Merrick and the Debtor, together with non-debtor parties, were conveyed a right of access over a certain lot of land located in the Town of Hempstead, State of New York, and referred to as Section 44, Block 78, Lot 25 (“Lot 25”). As set forth in the Agreements, the Town of Hempstead required Merrick and the Debtor, as a condition of site plan approval, to develop Lot 25 as an interconnecting roadway between their respective properties and Merrick Avenue.

3. Under the Agreements, and in consideration for the right of access over Lot 25, the Debtor obligated itself to contribute towards “*all maintenance costs of Lot 25, including real property taxes*” in the amount of 43.87% of total maintenance costs.

4. The practice has been for the Town of Hempstead to bill the Debtor directly for the taxes and for the Debtor bill the remaining parties, including Merrick (referred to in practice as “Pergament”). A copy of the most recent correspondence and tax bill in this regard is attached

hereto as Exhibit B.

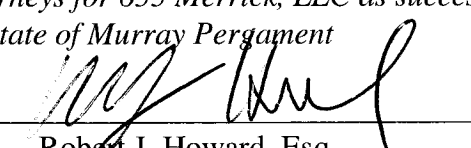
5. As of the date hereof, including the most recent tax payment in February, 2012, the Debtor has thus far performed its obligations under the Agreements during the pre-petition and post-petition periods. In the event the Agreements are rejected by the Debtor or otherwise breached, this claim will be modified accordingly, or an administrative claim will be filed, as the case may be.

Dated: Garden City, New York
February 29, 2011

ROSENBERG CALICA & BIRNEY LLP

*Attorneys for 655 Merrick, LLC as successor to the
Estate of Murray Pergament*

By: _____


Robert J. Howard, Esq.

100 Garden City Plaza, Suite 408
Garden City, New York 11530
(516) 747-7400

Exhibit A

ORIGINAL

AGREEMENT

Agreement (the "Agreement") made as of October 29, 2007 between Garden View LLC ("Garden View"), having an address at 111 Great Neck Road, Suite 310, Great Neck, New York ("Garden View"); Estate of Murray Pergament ("Pergament") having an address at c/o Bruce Pergament, 1500 Old Northern Boulevard, Roslyn, New York; Syms Corporation ("Syms"), having an address at Syms Way, Secaucus, New Jersey; and Westbury Property Investment Company ("Westbury") having an address at 70 Charles Lindbergh Blvd., Uniondale, New York.

WITNESSETH:

WHEREAS, Westbury is the owner in fee of a certain parcel of real property in the Town of Hempstead, identified as Section 44, Block 78, Lot 25 ("Lot 25"); and

WHEREAS, by Agreement dated May, 1989 (the "1989 Easement Agreement"), (i) Westbury granted a right of access over Lot 25 to Pergament, Syms, Breslin and 737 Merrick and (ii) Pergament, Syms, Breslin and 737 Merrick incurred certain obligations related to Lot 25; and

WHEREAS, N. H. & H. Employees Realty Corp. ("NH&H") having an address at 310 West 43rd Street, New York, New York, was the owner in fee of a certain parcel of real property in the Town of Hempstead, identified as Section 44, Block 78, Lot 24 and sometimes known as 761 Merrick Avenue, Westbury, New York ("Lot 24"); and

WHEREAS, on or about May 1, 1990 NH&H entered into a certain Easement Agreement (the "1990 Easement Agreement") with Westbury under which NH&H obtained certain rights and incurred certain obligations related to Lot 25; and

WHEREAS, the 1989 Easement Agreement provides that maintenance costs of Lot 25, including real property taxes, shall be proportionally paid by (1) Syms, (2) Pergament and (3) any other property owner to whom Westbury may thereafter separately provide a similar easement over Lot 25; and

WHEREAS, the 1990 Easement agreement provides that a proportional amount of the maintenance costs of Lot 25, including real property taxes, shall be paid by NH&H and its successors and assigns; and

WHEREAS, on February 7, 2007 NH&H transferred Lot 24 to Garden View; and

WHEREAS, there are certain amounts owing relating to Town Taxes and School Taxes assessed against Lot 25, the parties hereto wish to confirm the 1989 Easement Agreement and 1990 Easement Agreement, and to delineate the percentage each party hereto is obligated to pay with respect to maintenance costs of Lot 25, including real property taxes;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Simultaneously with the execution of this Agreement, the parties hereto along with NH&H are executing a separate agreement (the "Payment of Outstanding Taxes and Liens Agreement"), pursuant to which they are simultaneously making payments in full satisfaction of all amounts owing through October 31, 2007, under the 1989 Easement Agreement and the 1990 Easement Agreement, for Town Taxes and School Taxes assessed against Lot 25, in the amounts specified therein. The payments set forth in the Payment of Outstanding Taxes and Liens Agreement are express inducements to this agreement.

2. After the payment of the sums identified in paragraph 1, above, any and all maintenance costs of Lot 25, including real property taxes, shall be paid pursuant to the 1989 Easement Agreement and 1990 Easement Agreement in the following proportions:

Garden View LLC: 19.10%

Estate of Murray Pergament: 37.03%

Syms Corporation: 43.87%

3. It is acknowledged that Westbury has authorized certain tax certiorari proceedings, which may have the effect of reducing tax obligations. The parties acknowledge that the amount of any such reduction will be subject to the charge and fees of the retained certiorari attorney.

4. Any reference herein to a party to this agreement means that party, as well as that party's successors and/or assigns.

5. It is acknowledged that this agreement, the 1989 Easement Agreement, and the 1990 Easement Agreement, shall not be effected by a change in ownership of Lot 25, even if one of the parties hereto were to ever own Lot 25.

6. The rights and obligations of this agreement may be assigned in connection with a deed transfer of a property benefiting from the easement of Lot 25, but only in the following manner and upon the following conditions:

(1) Westbury must first approve of an assignment of the assignor's rights and obligations set forth in the 1989 Easement Agreement or 1990 Easement Agreement, as the case may be;

(2) The assignee must execute a binding assignment agreement, agreeing to be substituted for all of the assignor's rights and obligations herein (the "Assignment Agreement");

(3) The Assignment Agreement must be recorded with the Nassau County Clerk against the deed of the subject property being transferred between the assignor and assignee. If following good faith efforts the Assignment Agreement is not recordable, this condition shall be deemed waived; and

(4) Reasonable advanced notice of the Assignment Agreement, and notice within a reasonable period of its recording or attempted recording, is provided to the remaining parties to this agreement, or their successors or assigns.

7. This agreement may not be changed, annulled, or supplemented without the written consent of the parties hereto, or their successors or assigns. This agreement may be executed in multiple counterparts which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first written above.

Garden View LLC

By: _____

Victor Musso, Member

Estate of Murray Pergament

By: _____

Bruce Pergament

Syms Corporation

By: _____

, President

Westbury Property Investment Company

By: _____

(4) Reasonable advanced notice of the Assignment Agreement, and notice within a reasonable period of its recording or attempted recording, is provided to the remaining parties to this agreement, or their successors or assigns.

7. This agreement may not be changed, annulled, or supplemented without the written consent of the parties hereto, or their successors or assigns. This agreement may be executed in multiple counterparts which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first written above.

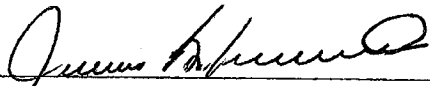
Garden View LLC

By: _____
Victor Musso, Member

Estate of Murray Pergament

By: _____
Bruce Pergament

Syms Corporation

By: 
James P. Syms, Vice President

Westbury Property Investment Company

By: _____

(4) Reasonable advanced notice of the Assignment Agreement, and notice within a reasonable period of its recording or attempted recording, is provided to the remaining parties to this agreement, or their successors or assigns.

7. This agreement may not be changed, annulled, or supplemented without the written consent of the parties hereto, or their successors or assigns. This agreement may be executed in multiple counterparts which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first written above.

Garden View LLC

By: _____
Victor Musso, Member

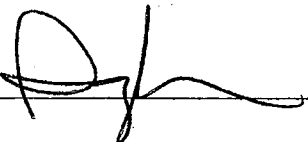
Estate of Murray Pergament

By: _____
Bruce Pergament

Syms Corporation

By: _____
, President

Westbury Property Investment Company

By:  _____

EASEMENT AGREEMENT

AGREEMENT made this 1st day of May, 1989, between SYMS CORP., having its principal place of business at Syms Way, Secaucus, New Jersey, 07094 ("Syms"); MURRAY PERGAMENT, having an office at 101 Marcus Drive, Melville, New York, 11747 ("Pergament"); BRESLIN REALTY ASSOCIATES, having an office at 500 Old Country Road, Garden City, New York 11530 ("Breslin"), 737 MERRICK AVENUE, LTD., having an office at 4042 Austin Boulevard, Island Park, New York 11558 ("737 Merrick Avenue") and WESTBURY PROPERTY INVESTMENT COMPANY, having an office at 1300 Old Country Road, Westbury, New York, 11590 ("Westbury");

W I T N E S S E T H :

WHEREAS, Westbury is the fee owner of a certain real property in the Town of Hempstead, identified as Section 44, Block 78, Lot 25 ("Lot 25"); and; and

WHEREAS, Syms, Pergament, Breslin Realty Associates, and 737 Merrick Ave. Ltd. own property adjoining each other, facing Merrick Road; and

WHEREAS, Syms and Pergament have obtained a building permit which is conditioned upon the building of an interconnecting roadway as described in an agreement dated August 15, 1988; and

WHEREAS, on August 15, 1988 an agreement was entered into between Syms, Pergament Breslin Realty Associates, 737 Merrick Ave. Ltd. and the Town of Hempstead, which provided for the construction and maintenance of said roadway (the "Interconnecting Roadway Agreement", a copy of which is annexed hereto as Exhibit "A"); and

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WHEREAS, in order to comply with the Interconnecting Roadway Agreement(s), permission has to be made for use of Lot 25; and

WHEREAS, in order to comply with the desires of the Town of Hempstead, a further agreement dated the 8th day of November, 1988, was entered into between Syms, Pergament and the Town of Hempstead providing for the acquisition and improvement of Section 44, Block 78, Lot 25 ("Lot 25"), a copy of which is annexed hereto as Exhibit "B", was entered into; and

WHEREAS, Lot 25 is actually owned by Westbury Property Investment Company, and not by the Town of Hempstead, as was originally assumed by the Town of Hempstead in entering into the August 15, 1988 agreement; and

WHEREAS, Westbury hereby desires to grant to Syms, Pergament, Breslin Realty Associates and 737 Merrick Ave. Ltd., a permanent right of access over Lot 25 in accordance with the terms and conditions herein specified so that Pergament and Syms have permanent rights running with the land to construct and maintain that portion of the interconnecting roadway which traverses Lot 25; and

WHEREAS, Westbury has retained to itself and its successors and assigns, the right of access to the roadway and certain other rights for its own purposes.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereto agree as follows:

1. Westbury hereby grants to Syms, Pergament, Breslin and 737 Merrick Avenue the right of access ~~by itself or Fortunoff owned corporations engaged in retail trade~~ to and over Lot 25 for the purpose of ingress and egress from their various parcels to and from Merrick Avenue as if said Lot 25 were a public highway operated and maintained by the Town of Hempstead.

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2. Westbury hereby reserves unto itself ownership to Lot 25 together with the right of access by itself or Fortunoff-owned corporations engaged in the retail trade to and over Lot 25 as if said lot were a public highway operated and maintained by the Town of Hempstead.

3. Westbury hereby reserves unto itself the right to grant a similar right of access to and over lot 25 as herein conveyed, without the consent of the parties hereto on the condition that any such right granted shall not unreasonably interfere with the rights granted under this agreement and provided said further grant of access shall be conditioned upon the payment by the Grantee of a proportionate share (based on the building square footage of grantee) of the maintenance of the roadway constructed on lot 25.

4. Westbury hereby reserves unto itself the sole and exclusive right to dedicate, at any time, Lot 25 to the Town of Hempstead as a public road without the consent of the remaining parties hereto.

5. In connection therewith, Pergament and Syms are hereby authorized to construct and maintain a public road over Lot 25 for the purpose of ingress and egress from their various parcels to and from Merrick Avenue and cause said roadway to be used as if said roadway was a public highway operated and maintained by the Town of Hempstead.

6. Until such time, however, as the improved roadway is dedicated to the Town of Hempstead, Pergament and Sums agree at their own cost and expense, to maintain and repair said "Interconnecting Roadway" in the same manner as if the roadway was a public highway maintained and operated by the Town of Hempstead.

7. Westbury hereby reserves unto itself the right to freely convey a fee interest in Lot 25 and assign in whole or in part, its fee interest in Lot 25 and all of its beneficial interest in Lot 25 as well as in the easement hereby created without the consent of the remaining parties hereto.

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8. Syms and Pergament hereby agree to assume all of the costs associated with the improvement of Lot 25 as a public road pursuant to the agreements annexed hereto as Exhibits "A" and "B" and to indemnify and save Westbury harmless from any losses or claims in connection therewith.

9. Syms and Pergament hereby agree to indemnify and hold Westbury harmless from any and all losses or claims made in connection with the improvement of Lot 25.

10. Syms and Pergament hereby agree that the improvement to Lot 25 shall be limited to the construction of a "road" as such term is defined in §181-17 of the Code of the Town of Hempstead, as such section may from time to time be amended or any other rule or regulation of any applicable municipal, state or federal body.

11. The execution of this Agreement by Westbury shall not be construed as an assumption by Westbury of any obligation on its part to perform the improvements on Lot 25 or for the maintenance by Westbury of Lot 25 as a private or public road hereafter.

12. Syms and Pergament hereby covenant to pay all real estate taxes, assessments and other charges which may be levied, amended, or charged against Lot 25.

13. In the event that Syms and Pergament fail to pay the taxes, assessments, required insurance premiums or other charges set forth herein, or fail to maintain the improvement to Lot 25 as required herein, then Westbury may, in addition to holding the remaining parties hereto in default under this Agreement, pay such taxes, assessments, insurance premiums or other charges or maintain such improvement and charge the amounts so paid to Syms and Pergament.

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14. Syms and Pergament hereby covenant to maintain, at their sole expense, the road constructed on Lot 25 and all associated improvements, to keep them in good condition and repair, clear and free of hazards to persons or vehicles using such road.

15. Westbury hereby reserves unto itself, at its own cost and expense, upon furnishing to Syms and Pergament, the comparable insurance outlined in Paragraph 18 below, naming Pergament and Syms as party insured and after having obtained a permit from the Town of Hempstead or any comparable permit from a municipality, state or federal agency, and further provided that the construction does not violate any environmental protective laws, and the proposed improvements fully complies with said laws, the right to alter the curb cuts of the road to be constructed on Lot 25, or to add to, extend, connect or lead into such road, a connecting road, driveway, access ramp or other similar connecting roadway; and to perform all necessary alterations thereby required to be performed, all at its sole expense and responsibility, which alterations, additions, extensions, connections or lead-ins shall not unreasonably interfere with the use of the road by Syms and Pergament, its successors and assigns.

16. All work performed in connection with the improvement to Lot 25 shall be completed in accordance with all Federal, State and Local laws and municipal ordinances and regulations as such work may effect those engaged or employed in the work, or in any way affecting the conduct of the work and shall comply with all orders and decrees of bodies or tribunals having any jurisdiction or authority over same.

17. Syms and Pergament shall defend, indemnify and hold harmless Westbury, its agents, servants, employees, successors and assigns from any and all damages or claims whatsoever, including reasonable legal fees incurred

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by Westbury for the defense of such claims, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of the performance of this Agreement or from any defective condition of the materials furnished or supplied or contemplated to be furnished or supplied under this Agreement.

18. Prior to commencement of any work to be performed on Lot 25, Syms and Pergament shall furnish to Westbury proof of insurance coverage as follows:

A. A Workmen's Compensation and Disability Benefits Insurance policy covering the obligations of Syms and Pergament in accordance with the provisions of the Workmen's Compensation and Disability Benefits Laws, covering all operations under the contract, whether performed by them or their subcontractors.

B. A Builders All-Risk Insurance policy during the construction period for the value of the improvement.

C. A General Liability and Property Damage Insurance policy insuring all parties for claims for property damage and personal injury arising during construction and after completion of the improvement, with limits of not less than: Bodily Injury-Liability \$1,000,000.00 each occurrence; Property Damage Each Occurrence \$500,000.00; and Liability Aggregate \$3,000,000.00 for all damages arising during the policy period, shall be furnished in types specified, vis:

(a) Coverage 1 - Comprehensive General Liability Insurance issued to and covering the liability for damages imposed by law upon Syms and Pergament for bodily injuries and property damage with respect to all work performed by them (before, during, and after acceptance of work) under this contract, such policy to be endorsed to cover the defense of such claims and to include the indemnification and the hold harmless agreement contained in Paragraphs 8, 9 and 17 hereof;

000327

(b) Coverage 2 - A policy of automobile insurance covering bodily injury and property damage and insuring Syms and Pergament for their operation of all motor vehicles and mobile equipment.

(c) All of the aforementioned policies of insurance shall name as an additional insured or insureds, Westbury, its agents and employees, and shall provide that coverage may not be cancelled or changed without thirty (30) days prior written notice by registered or certified mail, return receipt requested, to Westbury.

19. In the event additional documents or agreements are required to be executed to further the intent of the parties, whether said additional documents are required by reason of the request of the Town of Hempstead, a title company, a mortgagee of the Pergament or Syms properties, any governmental agency, federal or state, or any other person, or by any parties signator hereto, Westbury agrees to join in the same and to execute the same.

20. Westbury acknowledges that it has the right to enter into this Agreement.


21. Westbury further covenants and agrees that it, its heirs and assigns, will not obstruct the Interconnection Roadway nor the portion thereof which is constructed on its property, it will not enter into any agreement which by its terms either directly or indirectly will prevent or interfere with the use of the improvement in connection with the Interconnecting Roadway. The covenant contained in this paragraph 21 shall be subject to the reservation of rights contained in paragraphs 2 and 3 herein.

22. This easement and right of use shall run with the land and be binding on all parties, their successors and assigns.

000328

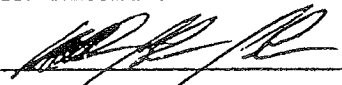
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SYMS CORP.

By: 
~~Sy Syms, President~~ RICHARD B. DIAMOND
TETONIAN


MURRAY PERGAMENT

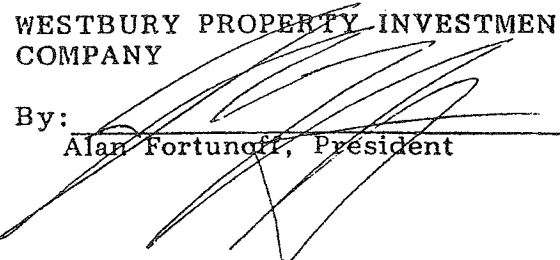
BRESLIN REALTY ASSOCIATES

By: 

737 MERRICK AVENUE, LTD.

By: _____

WESTBURY PROPERTY INVESTMENT
COMPANY

By: 
Alan Fortunoff, President

000329

New Jersey
STATE OF ~~NEW YORK~~)
 Hudson : SS.:
COUNTY OF ~~NASSAU~~)

On this 23^{rd.} day of May, 1989, before me personally came ~~SY~~
Richard Diamond
~~SYMS~~, to me known, who being by me duly sworn, did depose and say that he
resides at ~~721 North Avenue~~^{76th St.}, New York, New York.

That he is the ~~President~~^{Treasurer} of SYMS CORP., the corporation described
herein and which executed the within Agreement; that he knows the seal of
said corporation; that the seal affixed to said instrument is such corporate
seal; that it was so affixed by order of the board of directors of said corpo-
ration; and that he signed his name thereto by like order.

Montaaz Gravesande

Notary Public

MONTAAZ GRAVESANDE
A Notary Public of New Jersey
My Commission Expires Nov. 7, 1991

000330

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

On the 20th day of ~~May~~ ^{June}, 1989, before me personally appeared MURRAY PERGAMENT, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.



Notary Public

JESSE L. ROTHMAN
NOTARY PUBLIC, State of New York
Qualified in Queens County
No. 41-3377335
Commission Expires 9/30/89

000331

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

On this 13 day of ^{July}~~May~~, 1989, before me personally came
Wilbur F. Breslin to me known, who being by me duly sworn, did
depose and say that he resides at 3 Forte Drive Old Westbury, N.Y.

That he is the Partner of BRESLIN REALTY ASSOCI-
ATES, the corporation described herein and which executed the within Agree-
ment; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the board
of directors of said corporation; and that he signed his name thereto by like
order.

Martha J. Hanlon
Notary Public

MARTHA J. HANLON
Notary Public, State of New York
No. 30-6758650
Qualified in Nassau County
Commission Expires March 30, 1992

000332

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

On this _____ day of May, 1989, before me personally came
_____ to me known, who being by me duly sworn, did
depose and say that he resides at _____.

That he is the _____ of 737 MERRICK AVENUE, LTD.
the corporation described herein and which executed the within Agreement;
that he knows the seal of said corporation; that the seal affixed to said in-
strument is such corporate seal; that it was so affixed by order of the board
of directors of said corporation; and that he signed his name thereto by like
order.

Notary Public

000333

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

On this 31 day of May, 1989, before me personally came ALAN FORTUNOFF, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me did depose and say that he is a member of the firm of WESTBURY PROPERTY INVESTMENT COMPANY, a partnership, and that he executed the foregoing instrument in the firm name of WESTBURY PROPERTY INVESTMENT COMPANY, and that he had authority to sign the same as the act and deed of said firm for the uses and purposes therein mentioned.

Robin E. Milman
Notary Public

ROBIN E. MILMAN
Notary Public, State of New York
No. 41 4862483
Qualified in Queens County
Commission Expires June 16, 1990

000334

INTERCONNECTING ROADWAY AGREEMENT

AGREEMENT made this 15th day of August, 1988, by and between SYMS CORP., having its principal place of business at Syms Way, Secaucus, New Jersey 07094 (hereinafter referred to as "Syms"), MURRAY PERGAMENT, having an office at 101 Marcus Drive, Melville, New York 11747 (hereinafter referred to as "Pergament") BRESLIN REALTY ASSOCIATES, having an office at 500 Old Country Road, Garden City, New York 11530 (hereinafter referred to as "Breslin"), 737 MERRICK AVE. LTD., having an office in care of Mr. Phillip Basile, at 4042 Austin Boulevard, Island Park, New York 11558 (hereinafter referred to as "737") and THE TOWN OF HEMPSTEAD, a municipal corporation with its principal office at Town Hall Plaza, Hempstead, New York 11550 (hereinafter referred to as the "Town of Hempstead").

W I T N E S S E T H ;

WHEREAS, Syms is the owner of the parcel hereinafter referred to as the "Syms Parcel", Pergament is the owner of the parcel hereinafter referred to as the "Pergament Parcel", Breslin is the owner of the parcel hereinafter referred to as the "Breslin Parcel", and 737 is the owner of the parcel hereinafter referred to as the "737 Parcel"; and

WHEREAS, Syms, Pergament and Breslin have together agreed to acquire title to the "737 Parcel" from 737; and

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WHEREAS, each of the respective parcels are hereinafter described by metes and bounds; and

WHEREAS, applications were heretofore filed by Syms and Pergament to the Town Board of the Town of Hempstead for approval of site plans for the construction of buildings on their respective parcels which are shown on the site plan prepared by Baldwin & Cornelius, P.C., dated August 17, 1987, bearing the legend "Proposed Roadway To Interconnect Multiple Sites Along Merrick Avenue", annexed hereto and made a part hereof (hereinafter referred to as the "Proposed Roadway"; and

WHEREAS, it has been determined by the parties hereto and the Town Board of the Town of Hempstead that the four (4) parcels herein referred to should, for the benefit of the parties hereto and the Town of Hempstead be developed as shown on the Proposed Roadway, and that common access should be established and thereafter maintained over each of the four (4) parcels as shown on the Proposed Roadway to provide for a common means of ingress and egress to and across said parcels to Merrick Avenue, which access way is more fully described herein and is hereinafter referred to as the "Interconnecting Roadway"; and

WHEREAS, the parties have determined that it would be for the benefit of all of the parties and the Town of Hempstead has required that a common roadway be provided for the benefit of

000314

all of the parties between the Syms Parcel and the Pergament Parcel and running along the westerly boundaries of all of the parcels to provide access to a parcel of property known as Section 44, Block 78, Lot 25 (hereinafter referred to as Lot 25), which lies to the North of the aforescribed parcels; and

WHEREAS, it is further in the interest of all of the parties that traffic control signal lights be installed on Merrick Avenue in front of the Interconnecting Roadway at its terminus on Merrick Avenue between the Syms Parcel and the Pergament Parcel, as well as in front of Lot 25; and

WHEREAS, the parties now desire to insure the establishment and continued maintenance of the roadway system and the mutual access to be provided between the parcels as shown on the Proposed Roadway;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein contained, the parties hereto agree as follows:

1. Syms, Pergament, Breslin and 737 have previously constructed or contemplate future construction of buildings with accessory parking on their respective parcels substantially as shown on the Proposed Roadway annexed hereto and made a part hereof. Nothing herein contained, however, shall prohibit the relocation or modification of any of the buildings, parking and

000315

road network shown on the Proposed Roadway provided the modifications shall be approved in advance by the Town of Hempstead, which approval shall be evidenced by the issuance of a building permit for the construction as modified.

It is further understood that this Agreement has been executed by the parties based upon the understanding and agreement of all parties that in any application for a building permit for new construction or a change of use or increase in occupancy, credit shall be given to the applicant for any parking spaces required to be provided under the Town of Hempstead Building Zone Ordinance which shall be eliminated by the roadways and/or internal access to be established under the terms of this Agreement. It is the intention of the parties that for the purpose of computing the amount of parking provided on any site, the calculation of the number of parking spaces provided shall be computed as if the roadways and access herein created do not exist.

2. The parties shall construct the Interconnecting Roadway as shown on the Proposed Roadway in accordance with the standards and specifications prescribed by the Town of Hempstead and shall thereafter maintain same until same shall be dedicated to the Town of Hempstead.

000316

3. With the exception of the Town of Hempstead, the remaining parties hereto agree to improve Lot 25 in accordance with Town specifications for a public road and shall thereafter maintain same as a private road unless the Town, at its option, shall accept a dedication thereof or shall condemn same for use as a public road.

4. Common access together with the right of passage between the parcels shall be provided and thereafter maintained as shown on the Proposed Roadway, it being the intention of the parties that no barricades or other impediments are to be established or maintained which will preclude or otherwise impede access over and between the four (4) parcels shown on the Proposed Roadway, as indicated thereon. Nothing herein contained shall be construed to create or otherwise entitle the owner of any parcel to any rights over any other parcel except for the right of access and passage permitted under the terms of this Agreement.

5. The parties further agree to install the two (2) "proposed traffic control signal" lights at those locations indicated on the Proposed Roadway.

6. The cost of construction of the Interconnecting Roadway, the public road and the installation of the two (2) signal lights shall be shared among the parties in the following proportions:

000317

Syms	-	Forty-Five Percent (45%)
Pergament	-	Thirty-Eight Percent (38%)
Breslin	-	Seventeen Percent (17%)
737	-	None

7. The cost of maintenance of the Interconnecting Roadway until same has been dedicated to the Town of Hempstead, shall be shared among the parties as follows:

Syms	-	Forty-Five Percent (45%)
Pergament	-	Thirty-Eight Percent (38%)
Breslin	-	Seventeen Percent (17%)
737	-	None

8. In the event that any party is called upon or elects under Paragraph "6" or Paragraph "7" hereof to advance more than its proportionate share, the parties will indemnify such advancing party for all sums in excess of the share specified for such party under Paragraph "6" and Paragraph "7" hereof.

9. By the execution of this Agreement, the parties hereto agree for themselves, successors and assigns that they will reimburse the advancing party (see Paragraph "8" hereof) for any sums advanced by the advancing party in excess of its proportionate share to the extent the sums advanced represent the sum the non-advancing party should have paid in the first instance, together with interest at the prime rate of National Westminster Bank at the time the sums are advanced by the advancing party.

000318

10. In the event at a future date the Town shall elect to accept Lot 25 as a public road, the cost of maintenance of same thereafter shall be borne by the Town of Hempstead.

11. Upon completion of construction of the Interconnecting Roadway, the parties agree to execute any and all instruments which may be required by the Town of Hempstead, at such time as the Town may request, for the dedication of the Interconnecting Roadway to the Town of Hempstead and the Town of Hempstead shall promptly accept same into its highway system. Upon completion of the dedication of the Interconnecting Roadway to the Town of Hempstead, the cost of maintenance of same shall thereafter become the obligation of the Town of Hempstead. Nothing herein contained shall be deemed to obligate the Town of Hempstead to accept the dedication of the Interconnecting Roadway, the right to accept same being at the sole discretion of the Town.

12. The parties hereto hereby agree to cooperate with each other as required in order to effectuate the terms, intent and purposes of this Agreement.

13. This Agreement shall be enforceable by any and all of the parties hereto, by any mortgagee holding a mortgage affecting the parcels owned by the parties hereto, and by the Town

000319

of Hempstead, or any appropriate agency thereof, by injunction proceedings, or any other legal or equitable remedy which may apply. This Agreement shall be recorded in the Office of the Clerk of the County of Nassau and shall be binding upon the heirs, successors, grantees and/or assigns of the parties hereto forever more.

14. The within Agreement may be amended, annulled, altered or repealed at any time upon the prior written consent of all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SYMS CORP.

By: 

SY SYMS



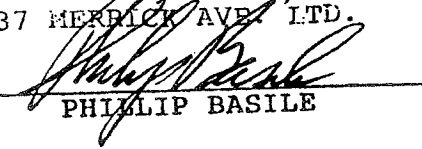
MURRAY PERGAMENT

BRESLIN REALTY ASSOCIATES

By: 

WILBUR F. BRESLIN

737 MERBICK AVE. LTD.


PHILLIP BASILE

THE TOWN OF HEMPSTEAD

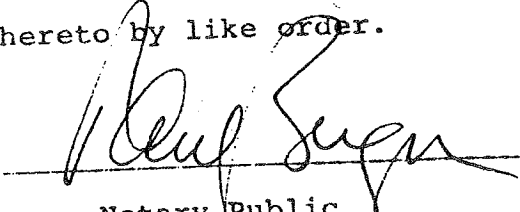
By: 

000320

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

On this 1st day of September 1988, before me personally came SY SYMS, to me known, who being by me duly sworn, did depose and say that he resides at 72, Fifth Avenue, New York City, New York

That he is the President of SYMS CORP., the corporation described herein, and which executed the above Agreement; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.


Notary Public

PAUL BERGER
NOTARY PUBLIC, State of New York
No. 30-0257260
Qualified in Nassau County
Commission Expires Nov. 30, 19

000321

Exhibit B

Robert J. Howard

From: Lori [Lori@PERGAMENTPROPERTIES.COM]
Sent: Wednesday, February 29, 2012 11:51 AM
To: Robert J. Howard
Subject: FW: Tax Receipt - Westbury

From: Sutera, Kathleen [mailto:kathleensutera@syms.com]
Sent: Tuesday, November 15, 2011 11:46 AM
To: dana@mussoproperties.com; Lori
Subject: Tax Receipt - Westbury

Hi Dana/Lori:

Attached please find the School Tax receipt for your records.

Property: S.D. Code 002 Section 44 Block 078 Lot 0025 – 695 Merrick Avenue, Westbury, NY

Pergament	37.03%	\$ 761.40
MH&G/Garden View	19.10%	\$ 392.73
Syms	43.87%	\$ 902.03
	Total	\$2,056.16

Going forward, I am not sure who will organize the payments for the General Levy (usually due at the beginning of each year) or Future School Taxes usually due at the end of the year. As you may know that Syms has filed Chapter 11 and is liquidating its assets. I'm not quite sure I will be here when these taxes are due. If I am still here at the beginning of the year, I will try to organize the General Levy.

Going forward, perhaps you can communicate with each other. I will pass the word on the our company legal rep.

Kathy

Kathleen Sutera,
 Sr. Accountant
 Syms Corp.
 E-mail: KathleenSutera@syms.com
 Telephone: (201) 902-9600 X297



This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you received this e-mail in error please notify the system manager. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Syms Corp. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. Syms Corp accepts no liability for damage caused by any virus transmitted by this e-mail. This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you received this e-mail in error please notify the system manager. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Syms Corp. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. Syms Corp accepts no liability for damage caused by any virus transmitted by this e-mail.

2/29/2012



PLEASE BRING BOTH PAGES OF THIS BILL WHEN PAYING IN PERSON

The tax description of property on the statement of taxes is by parcel key which consists of the School District Code, Section, Block and Lot Numbers as shown on the Nassau County Tax Map. Building and Unit Numbers are also applicable to condominiums. Please furnish the tax map description when communicating with the Office of Receiver of Taxes, The County Treasurer's office or the County Department of Assessment. Verify that the tax description is correct before tendering payment.

TAX
First Half
Second Half

DUE AND PAYABLE
January 1, 2012
July 1, 2012

**PENALTY ADDED AT THE RATE
OF ONE PERCENT PER MONTH
FROM THE DUE DATE IF PAID AFTER**
February 10, 2012
August 10, 2012

A one-percent discount is allowed on the second half tax if the full tax is paid on or before February 10, 2012.

NOTICE OF ARREARS

Taxes from one or more prior levies remained due and owing when this statement of taxes was prepared. Payment of the arrears should be made to the Nassau County Treasurer's Office, 240 Old Country Road, Mineola, NY 11501, telephone (516) 571-3715. To determine the amount in arrears, contact that office. Continued failure to pay all of the taxes levied against the property will result in your loss of the property. After August 31, 2012 General Taxes will be payable at the County Treasurer's Office located at 240 Old Country Road, Mineola, New York 11501, and will be subject to an additional charge to defray the cost of preparing and maintaining the lists of delinquent taxes. If the taxes with interest and listing charges are not paid on or before the third Monday of December, 2012, the tax lien on the property against which said taxes are levied will be advertised. If the taxes with interest and listing charges remain unpaid on the third Tuesday in February, 2013, a tax lien will be sold on the property against which said taxes are levied. This tax lien will include the cost of listing and advertising.

EXEMPTION, TAXABLE VALUES OR TOTAL ASSESSMENT DATA

You may be entitled to a Senior Citizen's, Veteran's, Minister's, Volunteer Firefighters & Ambulance Worker's, Home Improvement, or Disability Limited Income Exemption. Communicate with the County Department of Assessment located at 240 Old Country Road - 4th Floor, Mineola, NY 11501 for desired exemption data, as well as matters pertaining to taxable values or the total assessment.

ASSESSMENT GRIEVANCE

If you believe that your assessment is incorrect, you have the right to seek a correction which would apply to future tax bills. The tentative assessment roll is available for inspection between January 2nd and March 1st at the Nassau County Department of Assessment. If you want to file a grievance, contact the department at 571-2391 to request a form and instructions. You must file your grievance between January 2nd and March 1st for review and decision affecting the April 1st roll.

THIRD PARTY NOTIFICATION

A taxpayer who is 65 or more, or disabled, who owns and occupies a 1,2 or 3 family residential property is eligible for Third Party Notification Program. An eligible taxpayer who wishes to participate must designate a consenting adult third party to receive notification. Application forms are available from this office. Completed applications must be received by this office no later than 60 days prior to the commencement of the tax levy. If you have previously applied for this service, you need not reapply.

EXPLANATIONS AND ABBREVIATIONS

* County-General Purposes Rate as adjusted by County Sales Tax Credit.

** Cost of Building Sewer Plant and Construction of trunk lines and operations and maintenance costs.

A	Agriculture	N	New Construction
Asst	Assessment	O	Vol Firefighters & Ambulance
B	Business		(County & Town Only)
BLDG	Building	OB	Oyster Bay
C	County Exemption for Cooperatives	P	Veteran
CSC	County Sewage Collection	PKS	Parks
D	Residential Improvement For Disabled	PROT	Protection
Dist	District	PUB	Public
Disp	Disposal	Q	Paraplegic (Veteran)
Ex	Exemption	R/G	Refuse and Garbage
Ext	Extension	REC	Recreation
F	Alternative Non Combat Veteran	S	Senior Citizen
G	Alternative Combat Veteran	SD	School District
H	Alternative Disabled Veteran	SWIS	Statewide Information System
I	Vol Firefighters & Ambulance	T	Transitional Assessment
J	Home Improvement	W	Solar Energy (application to exemptions)
K	Home Improvement (County and Town Only)	X	Exempt
L	Disabilities & Limited Income	%	Cold War Veterans (Disabled)
M	Minister	#	Cold War Veterans

A Message About Your General Tax Bill



Nassau County sets your assessment, but Hempstead Town can help you lower your taxes. The town recently mailed you an assessment challenge guide. Your assessment is an important factor in determining the amount of taxes you pay. You should know:

- The county is in the midst of an assessment freeze for the next four years for unaltered properties that are not the subject of an assessment challenge.
- Your assessment cannot be raised as a result of an assessment challenge.

The assessed value of residential property is determined by taking the fair market value of the property and multiplying it by a uniform percent of value (fair market value X uniform percent of value = assessed value).

For purposes of comparison, data on comparable properties may be obtained from the Nassau County Dept. of Assessment, 240 Old Country Road - 4th Floor, Mineola, NY 11501. Phone (516) 571-1500.

The amount of this bill may have been affected by an adjustment in the county's valuation of your property.

For purposes of comparison, below are Nassau County's fair market valuations for your parcel:

2011 assessment roll: \$49,500

2012 assessment roll: \$74,700



You may now pay your taxes by credit card or e-check on-line or by phone. To do so you will need either your School District, Section, Block and Lot numbers or your Bill Number, both of which can be found on page 1 of this bill. Please note that the company which processes these transactions imposes a convenience fee for the use of its services. To pay by credit card or e-check, or for more information, visit www.officialpayments.com or call 1-877-306-6056.

PLEASE BRING BOTH PAGES OF THIS BILL WHEN PAYING IN PERSON

FIRST HALF RECEIPT INFORMATION

SSECOND	S.D.	SEC	BLOCK	LOT	BLDG	UNIT
282089	002	44	078	0025		

SECOND HALF RECEIPT INFORMATION

**WESTBURY PROP INVESTMENT
VACANT LAND**

PAYOR (Other than Owner)
Tear along perforation

PAYOR (Other than Owner)

Tear along perforation

2012 GENERAL TAX - SECOND HALF

**SECOND HALF - 2012 GENERAL TAXES
DUE JULY 1, 2012
SECOND HALF TAX PAYABLE
WITHOUT PENALTY TO AUGUST 10, 2012**

2012 GENERAL TAXES - TOWN OF HEMPSTEAD

SWIS CODE	S.D.	SEC	BLOCK	LOT	BLDG	UNIT
282089	002	44	078	0025		

SECOND HALF TAX

\$722.27

CASH ☐ CERT. CK. ☐ CK. SUBJ. ☐ IN PERSON ☐
OR M.O.

PAYOR
(Other than Owner)

OWNER'S
NAME

WESTBURY PROP INVESTMENT
VACANT LAND

DO NOT WRITE BELOW THIS LINE

1,437.32

1 0205795008 12120000072227

SEE REVERSE SIDE FOR PENALTY SCHEDULE - REVIEW TAX DATA ON REVERSE SIDE

Tear along perforation

Tear along perforation

2012 GENERAL TAX - FIRST HALF

**FIRST HALF - 2012 GENERAL TAXES
DUE JANUARY 1, 2012
FIRST HALF TAX PAYABLE
WITHOUT PENALTY TO FEBRUARY 10, 2012**

2012 GENERAL TAXES - TOWN OF HEMPSTEAD

SWIS CODE	S.D.	SEC	BLOCK	LOT	BLDG	UNIT
282089	002	44	078	0025		

FIRST HALF TAX

\$722.27

CASH ☐ CERT. CK. ☐ CK. SUBJ. ☐ IN PERSON ☐
OR M.O.

PAYOR
(Other than Owner)

OWNER'S
NAME

WESTBURY PROP INVESTMENT
VACANT LAND

DO NOT WRITE BELOW THIS LINE

1 0205795008 12110000072227

SEE REVERSE SIDE FOR PENALTY SCHEDULE - REVIEW TAX DATA ON REVERSE SIDE

When paying by mail you **MUST** return this stub with payment of the second half tax. If paying **TOTAL** tax bill, return **BOTH** first and second half stubs with payment.

When paying in person, bring in **ENTIRE** bill. Do not detach stubs.

☐ Check here if you desire a tax receipt

**IMPORTANT: Write Property Description on ALL Payments.
Checks payable to DONALD X. CLAVIN, JR., Receiver of Taxes.**

When paying by mail you **MUST** return this stub with payment of the first half tax. If paying **TOTAL** tax bill, return **BOTH** first and second half stubs with payment.

When paying in person, bring in **ENTIRE** bill. Do not detach stubs.

☐ Check here if you desire a tax receipt

**IMPORTANT: Write Property Description on ALL Payments.
Checks payable to DONALD X. CLAVIN, JR., Receiver of Taxes.**

2012 GENERAL TAX LEVY
FIRST HALF GENERAL TAXES PAYABLE
TO FEBRUARY 10, 2012 WITHOUT PENALTY.

SCHEDULE OF PENALTY ON FIRST HALF TAX:

February 11th to February 29th.....	2%
March 1st to March 31st.....	3%
April 1st to April 30th	4%
May 1st to May 31st.....	5%
June 1st to June 30th.....	6%
July 1st to July 31st	7%
August 1st to August 31st	8%

2012 GENERAL TAX LEVY
SECOND HALF GENERAL TAXES PAYABLE
TO AUGUST 10, 2012 WITHOUT PENALTY.

SCHEDULE OF PENALTY ON SECOND HALF TAX:

August 11th to August 31st 2%

For payment after August 31, 2012
see "ARREARS DATA" information
on back of page one of General Tax Bill.

MAIL TO:
Donald X. Clavin Jr.
Receiver of Taxes
200 North Franklin Street
Hempstead, N.Y. 11550

FOR CHANGE OF NAME OR MAILING ADDRESS

Name(s) _____

Address _____

_____ Zip Code _____

BANK, COMPANY OR OTHER PERSON RESPONSIBLE FOR PAYMENT OF TAXES ON BEHALF OF OWNER

Address _____

_____ Zip Code _____

Mortgage or
Account No. _____

DO NOT WRITE BELOW THIS LINE

FOR CHANGE OF NAME OR MAILING ADDRESS

Name(s) _____

Address _____

_____ Zip Code _____

BANK, COMPANY OR OTHER PERSON RESPONSIBLE FOR PAYMENT OF TAXES ON BEHALF OF OWNER

Address _____

_____ Zip Code _____

Mortgage or
Account No. _____

DO NOT WRITE BELOW THIS LINE

Robert J. Howard

From: Lori [Lori@PERGAMENTPROPERTIES.COM]
Sent: Wednesday, February 29, 2012 11:50 AM
To: Robert J. Howard
Subject: FW: Town of Hempstead - 2012 General Levy

From: Sutura, Kathleen [mailto:kathleensutura@syms.com]
Sent: Friday, January 27, 2012 12:57 PM
To: Lori; dana@mussoproperties.com
Subject: FW: Town of Hempstead - 2012 General Levy

Hi Lori / Dana:

Dana – I received your check today via overnight mail.

I just wanted to let you both know that I mailed out the checks for the real estate payment today 1/27/2012 via United States Post Office.

When I receive a receipt from the Town of Hempstead, I will forward a copy to you both.

Thanks again for making this process run smoothly.

Kathy

Kathleen Sutura,
Sr. Accountant
Syms Corp.
E-mail: KathleenSutura@syms.com
Telephone: (201) 902-9600 X297



From: Sutura, Kathleen
Sent: Wednesday, January 11, 2012 10:44 AM
To: lori@pergamentproperties.com; 'dana@mussoproperties.com'
Cc: Pyontek, Richard; Geiger, Josephine
Subject: Town of Hempstead - 2012 General Levy

Hi Lori and Dana:

It is that time of year again.

The 2012 General Levy for the Town of Hempstead is due on or before February 10, 2012.

2/29/2012

Property: S.D. Code 002 Section 44 Block 078 Lot 0025 – 695 Merrick Avenue, Westbury, NY

I believe the best way to pay this bill is at the annual rate of \$1,437.32. The 2012 General Levey reflects a 25.43% increase from last year.

The pro-rata portion of this bill is as follows:

Pergament	37.03%	\$ 532.24
MH&G/Garden View	19.10%	\$ 274.53
Syms	43.87%	<u>\$ 630.55</u>
Total		\$1,437.32

Since the town forbids each of us to send a check for our pro-rata portion separately (it must be paid in full at one-time), Syms will organize the payment of the 2012 General Levy.

Please make your check payable to: Donald X. Clavin, Jr. Receiver of Taxes, Town of Hempstead, 200 N. Franklin Street, Hempstead, New York 11550 – **and mail your check to:**

**Syms Corp.
1 Syms Way
Secaucus, NJ 07094
Attn: Accounting Department, K. Sutera**

I will need each check **before** the due date of February 10, 2012, so that all checks can be mailed out by the February 2012 deadline. **I would appreciation it if you both could arrange for the check to be mailed to Syms by January 27, 2011.**

I am attaching copy of the tax bill for your files.

If you have any question, concerns, or comments please do not hesitate to contact me.

Kindly e-mail me back to confirm receipt of this e-mail, and to confirm the January 27, 2012 deadline.

Thank you.

Kathy

Kathleen Sutera,
Sr. Accountant
Syms Corp.
E-mail: KathleenSutera@syms.com
Telephone: (201) 902-9600 X297



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