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**Lease Agreement**

**This Lease Agreement (Lease)** is between **Suffolk County Community College (College)**, having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York; and

**Culinary Arts Riverhead LLC (Lessor)**, a corporation duly qualified to do business in the State of New York, having an office at 2150 Smithtown Avenue, Ronkonkoma, New York 11779.

Lessor desires to lease premises (**Premises**) to the **College**, as described in Exhibit B.

**Term of Lease:** *As set forth in Paragraph 4, herein. D*  
~~September 1, 2006 through August 31, 2026~~


**Cost of Lease:** As set forth in Paragraph 5, herein.

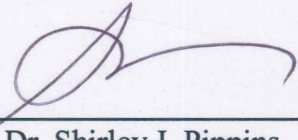
**Terms and Conditions:** Shall be as set forth in Exhibits A through N, attached.

**In Witness Whereof**, the parties hereto have executed this Lease as of the latest date written below.

**Culinary Arts Riverhead LLC**

**Suffolk County Community College**

  
\_\_\_\_\_  
By: Ronald Parr  
President

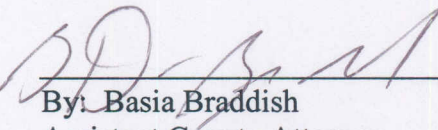
  
\_\_\_\_\_  
By: Dr. Shirley J. Pippins  
President

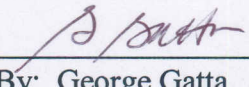
Date: 11/21/05

Date: 12/7/05

**Approved As To Legality:**  
Christine Malafi  
Suffolk County Attorney

**Suffolk County Community College**

  
\_\_\_\_\_  
By: Basia Braddish  
Assistant County Attorney

  
\_\_\_\_\_  
By: George Gatta  
Vice President for Workforce and  
Economic Development

Date: 12/8/05

Date: 12/5/05



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Lease for Culinary Arts Center - Riverhead  
Culinary Arts Riverhead LLC

Suffolk County Community College



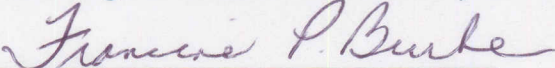
By: Rene S. Kreitzer  
Executive Director of Legal Affairs

Date: 12/5/05

ACKNOWLEDGMENT BY Limited Liability Company

STATE OF NEW YORK) (SEAL)  
) ss:  
COUNTY OF Suffolk )

On this 21 day of Nov 2005 before me personally came Ronald Parr, to me known, who being duly sworn, did depose and say that he/she resides in St. James, NY, that he/she is the sole managing member of Culinary Arts Riverhead LLC, the LLC described in and which executed the foregoing instrument, that he/she knew the seal of said corporation, that the seal affixed to such said instrument was such corporate seal, that it was so affixed by the order of the membership of such LLC and that he/she signed his/her name thereto by like order.



Notary Public

FRANCINE P. BURKE  
NOTARY PUBLIC, State of New York  
No. 4627037, Suffolk County  
Term Expires March 30, 2006



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**Exhibit A  
General Terms and Conditions**

**Whereas**, the College issued a Request for Proposals, advertised February 12, 2004, to lease Premises for use as educational and professional development centers; and

**Whereas**, The Parr Organization Inc. submitted a proposal on June 3, 2004 that offers the best Premises, location and value to the College and will best serve the public interest; and

**Whereas**, The Parr Organization, Inc. has incorporated Culinary Arts Riverhead LLC for the sole purpose of fulfilling the terms of this Lease;

**Now, Therefore**, in consideration of the promises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

**1. Inconsistent Provisions**

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit, and over any other document not specifically referred to in this Lease or made part thereof by this Lease or by subsequent amendment in writing and signed by both parties except to the extent that such provisions of this Exhibit A are specifically referred to and amended or suspended by such Exhibit amendment or other document.

**2. Description**

In consideration of and subject to the terms, covenants, agreements, provisions and conditions set forth in this Lease, Lessor hereby leases to the College approximately 28,583 square feet of building space and related facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon or thereunder in accordance with this Lease, located at the corner of Main Street and Roanoke Avenue, Riverhead, New York, as shown in the legal description and survey attached hereto as Exhibit B, and further identified as follows:

District	Section	Block	Lot
0600	128.00	06.00	066.1 (066.003)
0600	128.00	06.00	051.000
0600	128.00	06.00	053.000
0600	128.00	06.00	050.001
0600	128.00	06.00	055.000

The building and related facilities, property improvements and permanent installations and land hereinafter are collectively referred to as the "Premises."



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**3. Purpose**

- a. The parties acknowledge that the College is a chartered community college (pursuant to New York State Education Law) under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York, and is entering into and executing this Lease by virtue of the authority of Resolution No. 2005.68, dated June 30, 2005, of the Board of Trustees of Suffolk County Community College (Resolution) (Exhibit C), for the use, purpose and intent expressed in the Resolution.
- b. Lessor has examined the above described Resolution and is fully aware of the intended purpose thereof.
- c. Lessor warrants that it holds such title to or other interest in the Premises and other property as is necessary to the College's access to the Premises and full use and enjoyment thereof in accordance with the provisions of this Lease.
- d. Lessor warrants that the intended use of the Premises is a permitted use under Lessor's title and the Lessor knows of no covenant, restriction or other agreement that would prevent such use or occupancy. Lessor further certifies that no covenants, restrictions or other impediments to title have been added since the date of the insurance of the title policy.

**4. Term**

The Term of this Lease shall commence on December 1, 2006 or June 1, 2007 or sixty (60) before the start of any subsequent semester beginning with the Spring 2008 semester (Commencement Date), whichever occurs soonest after the completion of the Premises, and shall expire twenty (20) years after the Commencement Date, subject to termination rights as may be hereinafter set forth in this Lease, provided, however, that if such date does not fall on a Business Day, defined below, then this Lease shall end on the next Business Day.

For the purposes of this Lease and all agreements supplemented to this Lease, the term "Business Day" shall mean any day except a Saturday, a Sunday or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

**5. Rent**

- a. "Total Annual Rent" for the Premises for the first year of the Term shall be Five Hundred Forty Three Thousand Seventy-Seven Dollars (\$543,077), or Nineteen Dollars (\$19.00) per square foot, which shall include cleaning and janitorial services.
- b. **Escalation.** Commencing on the first anniversary date of the Commencement date, and on each anniversary date thereafter, Annual Base Rent shall increase by three percent (3%) over the Annual Base Rent in the preceding year.



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- c. The Total Annual Rent for the Premises shall be payable by the College to Lessor at Lessor's address first set forth above, or at such other place designated by Lessor in writing, in equal monthly installments in advance on the first day of each calendar month during the Term, with partial months prorated. The annual amounts described in this Paragraph for the Term of the Lease shall be as follows:

Year 1	\$543,077.00
Year 2	\$559,369.31
Year 3	\$576,150.38
Year 4	\$593,434.89
Year 5	\$611,237.93
Year 6	\$629,575.06
Year 7	\$648,462.31
Year 8	\$667,916.17
Year 9	\$687,953.65
Year 10	\$708,592.25
Year 11	\$729,850.01
Year 12	\$751,745.51
Year 13	\$774,297.87
Year 14	\$797,526.80
Year 15	\$821,452.60
Year 16	\$846,096.17
Year 17	\$871,479.05
Year 18	\$897,623.42
Year 19	\$924,552.12
Year 20	\$952,288.68

- d. The College shall prepare and Lessor shall execute and present to the College for submission on Lessor's behalf, monthly claim forms (Standard Suffolk County



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vouchers) supplied by the College from year to year for each year of the Term of the Lease, for approval for payment by the County.

**6. Real Estate Taxes**

- a. The College shall pay all Real Estate Taxes for, during and pertaining to the Term upon presentation of copies of bills, statements or assessments by any taxing authority and prior to an assessment of interest or penalties. Partial months will be prorated. Lessor shall notify the Suffolk County Treasurer to forward copies of the relevant tax bills to the College.
- b. The term "Real Estate Taxes" shall mean and be deemed to include all real estate taxes, assessments, county taxes, transit taxes or any other governmental charge of a similar nature whether general, special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever including without limitation assessments for public improvements or benefits. If, due to a change in the method of taxation, any franchise, income, profit, sales, rental, use and occupancy or other tax shall be substituted for or levied against the Lessor or any owner of the building and/or the land in lieu of Real Estate Taxes hereinabove defined, upon or with respect to the building or the land, such tax shall be included in the term "Real Estate Taxes." Nothing contained herein shall be construed to include as "Real Estate Taxes" any inheritance, estate, succession, transfer, gift franchise, corporation, income or profit tax or capital levy that is or may be imposed upon Lessor.
- c. The College shall not pay interest on any unpaid installment due to a late payment of any Real Property Taxes by Lessor, which may hereafter be levied, imposed or assessed against or upon the building and/or the land upon which the Premises are located.
- d. Any Real Estate Taxes relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in a period of time either before the Commencement Date or after the Expiration Date shall be adjusted between Lessor and the College so that the College shall pay only that portion of such Real Estate Taxes allocable to the portion of such fiscal period that coincides with the Term, and Lessor shall pay the remainder thereof.
- e. Lessor shall timely file an application for tax abatements under Real Property Tax Law Section 485-e or Section 485-b, as appropriate and shall timely commence a legal proceeding to have the tax base for the Premises assessed as vacant property. If Lessor fails to file such application, the College, upon not less than 30 days prior written notice to Lessor, shall have the right, but not the obligation, to file such an application or otherwise contest or review by legal proceedings, any Real Estate Taxes imposed upon or against the Premises, and in the event that such Real Estate Taxes assessments, water rates or other charges shall, as a result of such proceedings, whether instituted by Lessor, its proxy or the College be reduced, cancelled, set aside or to any extent discharged, the College shall pay its share of the amount that shall be finally assessed or imposed against the Premises or be adjudicated to be due and payable on such disputed



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or contested claims, and shall receive any refund (less reasonable and necessary expenses and attorneys' fees) on such charges previously paid by the College.

- f. In the event that the College or Lessor shall protest or contest any Real Estate Taxes, the contesting party shall provide the other with copies of any application, petition or other papers and pleadings related to such protest or contest. The non-contesting party, at its cost and expense may retain co-counsel, attend all hearings and proceedings, present evidence and arguments and generally participate in any such protest or contest of Real Estate Taxes. In the event either Lessor or the College shall protest or contest any Real Estate Taxes, the other shall cooperate with all reasonable requests of the party initiating the protest or contest with regard to the prosecution of the protest or contest.
- g. Lessor and the College shall each promptly deliver to the other a true and complete copy of each bill, statement or assessment received by it from any taxing authority with respect to any Real Estate Taxes payable by the College hereunder or which would become a lien on the Premises if not paid.

**7. Delivery and Condition**

- a. Lessor shall deliver possession of the Premises to the College Substantially Complete, as defined in Paragraph 7(f) (the Delivery) on or before 36 months after execution of the Lease; provided, however, that Lessor's Work Period shall be extended proportionally for delays that result from a College Delay or Excusable Delays, defined below. The College may terminate this Lease if the Premises are not completed within 36 months or 36 months plus College Delay, whichever is later, after execution of the Lease.

As used in this Lease, the term "College Delay" shall mean any delay in Lessor's construction of the Building by reason of or caused by any unauthorized act or omission of any nature by the College, including, without limitation, the College's failure or unauthorized delay to approve any plans or specification requiring the College's approval in accordance with the provisions of, and within the time periods set forth in this Lease.

As used in this Lease, the term "Excusable Delays" shall mean delays arising without the fault or negligence of Lessor and Lessor's contractors, subcontractors and suppliers, and shall include, without limitation, acts of God or of the public enemy, fire, floods, unusual severe weather, epidemics, quarantine restrictions, strikes, labor disputes, major material shortages preventing procurement of such materials, riots, war insurrection, inaction or delay by governmental authorities, or other unforeseeable causes beyond the control and without the fault or negligence of Lessor, its contractors and subcontractors.

- b. Any modification of the Approved Final Plans, as defined in Paragraph 8(b), below, must be approved in writing by Lessor and the College and such modification must set forth any extension of Lessor's Work Period. Any modification of the Approved Final Plans without the agreed upon extension of Lessor's Work Period by the parties shall be deemed not to extend Lessor's Work Period. Any work performed by the College that



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hinders, delays, postpones or alters any of Lessor's Work, as defined in Paragraph 8(b)(v), shall constitute a College Delay. Lessor shall notify the College of any event or occurrence that constitutes a College Delay as soon as reasonably possible after the happening of such event or occurrence.

- c. The Premises must be delivered ready for occupancy as a complete unit. The College shall, however, have the right to elect to occupy the Premises in partial increments prior to the substantial completion of the entire Leased Premises provided such occupancy does not violate town, county or state codes. Lessor agrees to use its best efforts to schedule its work so as to deliver space incrementally, as elected by the College. Notwithstanding any other provision of this Lease, in case of incremental occupancy, the College shall pay rent pro rata, commencing with the first business day following substantial completion of the increment.
- d. If Delivery has not been effected by Lessor within 36 months or 36 months plus College Delay, whichever is later, after execution of the Lease, then the College, at any time thereafter, may give Lessor a written notice electing to terminate this Lease (College Termination Notice). Such termination shall be effective when received by Lessor if Delivery has not been effected by Lessor prior to the College's delivery of the College Termination Notice and the College shall have no other or further obligations to the Lessor hereunder except for such obligations and liabilities that are expressly specified to survive the expiration or termination of this Lease.
- e. The Premises shall be deemed "Substantially Complete" upon the occurrence of all the following: (i) Lessor has given written notice to the College that construction of the Premises has been substantially completed in accordance with the Approved Final Plans and Specifications, defined at Paragraph 8(b)(iv), and also known as Lessor's Work, and that all other things necessary for the College's access to the Premises and occupancy and possession, use and enjoyment thereof, as provided in this Lease, have been completed; and (ii) Lessor has obtained and delivered to the College a certificate of occupancy or temporary certificate of occupancy from the Town of Riverhead; and (iii) Lessor has delivered, vacant and broom clean, possession of the Premises to the College such that the College may lawfully conduct its business in accordance with the permitted uses of the Premises. Lessor's failure to provide a certificate of occupancy or temporary certificate of occupancy shall constitute a material breach of this Lease unless failure to produce such certificate of occupancy is not caused by such action or inaction of Lessor. The Premises shall be deemed Substantially Complete notwithstanding that certain minor, insubstantial or non-material details of construction, demolition, site-work, mechanical adjustment and/or decoration that do not interfere with or materially diminish the College's access, occupancy, possession or use of enjoyment thereof (Punchlist Items) are incomplete or remain to be performed.
- f. The performance of Punchlist Items shall be commenced and thereafter diligently pursued to completion by Lessor within 30 days of the receipt of a letter and description of the Punchlist Items indicating the College's acceptance of the Premises and the Commencement Date; provided, however, that such 30 day period shall be extended to the extent of any delays in Lessor's completion thereof due to or resulting from (a)



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College Delay, (b) Excusable Delays and/or (c) such Punchlist Items pertaining to items of a special, custom or particular nature requiring special, extraordinary or non-customary fabrication, purchasing, ordering, procurement, assembly or installation. Except for Lessor's Work, the College agrees that Lessor shall not be required to perform any work or furnish any materials to prepare the Premises for the College's occupancy and the College shall accept the Premises in their condition and state of repair and construction (excepting Punchlist Items and Latent Defects, defined below, of which Lessor is notified in writing) as of the date of Commencement.

"Latent Defects" shall mean defects in the construction of the Premises that the College could not reasonably be expected to discover in its reasonable inspection of the Premises in connection with the Delivery.

- g.** If the College disputes Lessor's determination that the construction of the Premises has been substantially completed, as provided in Paragraph 7(f), then the College shall be required to notify Lessor of such dispute in writing (the College Dispute Notice) within 10 business days after delivery to the College by Lessor of its notice under Paragraph 7(f). Failure by the College to deliver a College Dispute Notice within such time period shall be deemed to constitute the College's acceptance of Lessor's determination. If the College shall timely deliver a College Dispute Notice, then Lessor and the College shall, within the next 15 business days, meet to resolve the dispute.
- h.** In the event Lessor fails to complete the Punchlist Items within 90 days of the receipt of the written Punchlist, the College shall be entitled to complete the Punchlist Items upon providing Lessor 5 days written notice of its intent to cure the Punchlist Items. In the event that the College completes the Punchlist Items in accordance herewith, the College may recover from the Lessor the actual costs of completing the same. In addition to the actual costs incurred by the College in connection with completing the Punchlist Items, the College may also recover from Lessor damages, in the amount of 10% of the actual cost incurred, for the administrative costs incurred in connection with curing the Punchlist Items.
- i.** Promptly following Delivery, Lessor shall, at no cost to the College, deliver to the College, if available, one (1) copy of the operations and maintenance manuals for all systems and equipment installed in the Premises and 1 copy of the plans and specifications which show the actual ("as built" conditions) construction for all Lessor's Work in either mylar or compact disc format.
- j.** Notwithstanding the foregoing provisions of this Paragraph, if Lessor has made a good faith effort to obtain, and within twelve (12) months from execution of this Lease has not been able to obtain all permits and approvals as may be required pursuant to Legal Requirements, as defined in Paragraph 20(a), below, from the appropriate Governmental Authority, defined below, approving the Interim Plans, defined in Paragraph 8(b)(ii) and authorizing and permitting the construction of the Premises pursuant to and in accordance with the Approved Final Plans and Specifications, as defined in Paragraph 8(b)(iv), both Lessor and the College shall have the right to terminate this Lease on a date which date shall be no later than 12 months from the



execution of this Lease, by giving written notice to the other of such election to terminate the Lease, which termination shall be effective upon receipt and, except for obligations and liabilities expressly specified herein to survive the expiration or termination of this Lease, Lessor and the College shall have no further rights or obligations to or with respect to the other hereunder.

For purposes of the Lease, "Governmental Authority" shall mean, the United States of America, the State of New York, the County of Suffolk, and any other city, state, municipality, village, county, town, department, board or instrumentality of any and/or all of the foregoing, or any quasi-governmental authority, now existing or hereafter created, and any officer thereof, having jurisdiction over the Premises.

**8. Preparation of Premises by Lessor**

- a. Lessor shall provide the College with a written report outlining the schedule of work to be performed and a projected completion date, which shall be attached to this Lease as Exhibit N. Thereafter, Lessor shall provide monthly written reports summarizing progress on the construction of the Building, conformance with the work schedule, the ability to complete the work on time as well as detailed explanations for any delays on the project and the proposed remedies or results therefore to the College.
- b.
  - (i) Lessor's Work, as more fully defined at Paragraph 8(b)(v), shall consist of the work shown on any Preliminary Plans and Specifications, elevation plans, and/or concept plans listed in, described on and attached hereto as Exhibit D, which have been reviewed and approved by Lessor and the College prior to the execution of this Lease.
  - (ii) Lessor shall diligently and expeditiously prepare final construction plans and specifications for Lessor's Work (Interim Plans), which Interim Plans shall be subject to the College's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The College shall approve or disapprove the Interim Plans within 20 Business Days subsequent to Lessor's delivery of the same to the College for the College's review and approval. If the College shall fail or refuse to approve or disapprove the Interim Plans or not respond to Lessor's delivery of the Interim Plans within such 20 Business Days period, then the College shall be deemed to have approved the Interim Plans. If the College shall disapprove the Interim Plans, then the College shall provide Lessor with a written response to the Interim Plans specifically detailing which aspects of the Interim Plans that the College disapproves. If the College shall fail or refuse to provide such written response to the Interim Plans, then notwithstanding the College's disapproval, the Interim Plans shall be conclusively deemed to have been approved by the College. The College may not object to or disapprove any aspect of the Interim Plans that are shown on, detailed on or constitute a part of the Preliminary Plans and specifications unless such objection or disapproval constitutes a Requested Change Order. In addition, the College may not object to or disapprove any aspect of the Interim Plans that is required in order for the Interim Plans and the Premises to comply with Legal Requirements.



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(iii) If the College shall disapprove the Interim Plans in compliance and accordance with the provisions above, then Lessor shall diligently and expeditiously revise the Interim Plans and resubmit the same for the College's review and approval. Each resubmission of the revised Interim Plans shall be pursuant to the terms and provisions of Paragraph 8(b)(ii), above.

(iv) If the College approves or is deemed to have approved the Interim Plans, then such approved or deemed approved Interim Plans shall be and constitute the Approved Final Plans and Specifications. The Approved Final Plans and Specifications shall be incorporated in this Lease by reference and shall be deemed a part of this Lease as though fully set forth in the body hereof.

(v) Lessor's Work shall include all construction, alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the Premises by the College as specified in this Lease and performed substantially in accordance with the Approved Final Plans and Specifications. Wherever such Approved Final Plans and Specifications name a particular manufacturer, brand, or model of device, the College may substitute a functionally equivalent model that meets the technical specifications and functionality of the specified model or brand. Notwithstanding the foregoing, Lessor may upon 20 Business Days written notice to the College or such lesser time as the College agrees to, in writing, modify, from time to time, the Approved Final Plans and Specifications,

- (a) as long as the modification does not materially and adversely affect the utility, quality or appearance of Lessor's Work; and such modification does not constitute a Non-Permitted Change, as the term is defined below; or
- (b) in order to comply with Legal Requirements, as defined in Paragraph 20(a), below.

"Non-Permitted Change" shall mean (1) a reduction in the rentable square footage (as measured from the outside exterior walls per each floor or part thereof) of the Premises by more than 5%, (2) a change to the Building Systems, the result of which is that the Building Systems would be materially inferior to that which is shown and detailed on the Approved Final Plans and Specifications, or (3) a reduction in the structural floor load capacity from that which is shown and detailed on the Approved Final Plans and Specifications.

(vi) If Lessor desires to modify the Approved Final Plans and Specifications in a manner other than provided in Paragraph 8(b)(v) (such modification being a Required Consent Modification), then Lessor shall provide the College with a notice requesting approval of the change together with a copy of the requested revisions to the Approved Final Plans and Specifications. The College shall not unreasonably withhold, condition or delay its approval of any Required Consent Modification. The College shall approve or disapprove the Required Consent Modification within 20 Business Days subsequent to Lessor's delivery of the request for such approval. If the College shall fail or refuse to approve or disapprove the Required Consent Modification within the 20 Business



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Days period, then the College shall be deemed to have approved the Required Consent Modification. If the College shall disapprove the proposed modification, then, upon the written request of Lessor, the College shall provide Lessor with a written response to the request, specifically detailing which aspects of the proposed modification the College disapproves. In the event the parties cannot reach an agreement regarding the Required Consent Modification, Lessor shall abandon the Required Consent Modification and proceed in accordance with the Approved Final Plan and Specifications.

(vii) A "Requested Change Order" shall mean any change to the Interim Plans requested by the College in writing, which does not cause the Interim Plans and/or the Premises to fail to comply with any Legal Requirements. A Requested Change Order shall constitute the College's authorization for Lessor to stop the preparation of the Approved Final Plans and Specifications and the period commencing on the date of the Requested Change Order and ending on the earlier of (a) the College's withdrawal of the Requested Change Order and written authorization to Lessor to again commence the preparation of the Approved Final Plans and Specifications, or (b) the Requested Change Order being accepted shall constitute an "Approved Change Order." Such Approved Change Order shall be deemed to constitute a College Delay.

- c. Change orders shall be divided into two classes – minor and major. "Minor Change Orders" shall be those having a value of less than \$20,001 or ten percent (10%) of the cost of construction, whichever is the smaller amount. "Major Change Orders" shall be all those having value greater than Minor Change Orders. The Board of Trustees shall approve all major change orders, except that in unusual circumstances, the President, in consultation with the Executive Committee of the Board of Trustees, is authorized to approve major change orders if there is a reason to believe that to wait for the next meeting of the Board of Trustees would compromise the progress of construction. If Board of Trustee approval is required, Lessor is authorized and directed to stop the applicable aspect of Lessor's Work with such authorization and direction constituting a College Delay; Lessor is expressly authorized by the College to continue the performance of the other aspects of Lessor's Work without regard to or incorporation of the requested change to the Approved Final Plans, if possible.
- d. Lessor further represents that Lessor's Work, and any preparation or work required to prepare the Premises for occupancy in accordance with the terms of this Lease shall be in a good and workmanlike manner in accordance with the appropriate town or village building code for which a permit and necessary Certificate of Occupancy and/or Use shall be delivered to the College upon the commencement of occupancy, and that the Premises and construction, reconstruction, renovation is in compliance with the Americans with Disability Act (42 U.S.C. Section 12101, et. seq., as amended)(ADA). It is further agreed that the heating, ventilating and air conditioning systems in the said construction, reconstruction and renovation of the Building and Premises shall conform to ASHRAE standards.



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- e. The Premises, as a whole, shall be delivered to the College rodent, vermin, and insect free.
- f. Lessor shall cure Latent Defects, and within 60 days of the receipt of a letter from the College identifying the Latent Defect; provided, however, that such 60 day period shall be extended to the extent of any delays in Lessor's completion thereof due to or resulting from (a) College Delay, (b) Excusable Delays and/or (c) such items of a special, custom or particular nature requiring special, extraordinary or non-customary fabrication, purchasing, ordering, procurement, assembly or installation.

**9. Prevailing Wage**

- a. Notwithstanding the fact that Lessor's Work does not constitute a public works contract under Section 220 of the Labor Law, Lessor acknowledges and agrees that it shall pay prevailing wages for all of Lessor's Work in connection with the construction and preparation of the entire Premises (interior and exterior), building, land, parking lot, and all other portions of the Premises in accordance with the Approved Final Plans and Specifications. Prevailing wage does not apply to custodial services provided by Lessor; however, the Suffolk County Living Wage Law shall apply to such custodial services.
- b. Lessor, its contractors and subcontractors shall file transcripts of original payrolls for all of Lessor's Work in connection with the construction and preparation of the entire Premises with the College within (3) days after its 1<sup>st</sup> payroll, and every thirty days thereafter. The original payroll transcripts shall be subscribed and affirmed as true under penalty of perjury. Lessor agrees to remove from the site any contractor or subcontractor who does not abide with prevailing wage requirements.
- c. Lessor agrees that it shall include clauses in all of its agreements for the construction of the Premises with its contractors and subcontractors stating that: (i) contractors and subcontractors shall pay prevailing wages, as agreed to in the Lease between the College and Lessor; (ii) contractors and subcontractors shall file transcripts of original payrolls for all work performed in connection with the construction and preparation of the Premises and performance of Lessor's Work under this Lease with the College within (3) days after its 1<sup>st</sup> payroll, and every thirty days thereafter, with transcripts subscribed and affirmed as true under penalty of perjury; and (iii) Lessor, its contractors and subcontractors, shall keep their books open for inspection by representatives of the College and/or its representatives on a monthly basis to ensure that the Lessor, its contractors and subcontractors are in compliance with these terms and conditions, provided that 24 hour-notice is given to the Lessor, its contractors and/or subcontractors prior to the inspection.
- d. The College, at its election, has the right to demand that Lessor halt construction until Lessor fully complies with the requirements of this Lease. Delays resulting from such stoppage shall not constitute grounds to extend Lessor's Work Period.



**10. Effect of Acceptance and Occupancy**

Neither the College's acceptance of the Premises for occupancy nor the College's occupancy thereof, shall be construed as a waiver of any continuing requirement of or right of the College under this Lease, or as otherwise prejudicing the College with respect to any such continuing requirement or right.

**11. Care and Repair of Premises by the College**

- a. The College shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, shall observe, fulfill and perform its obligations under Exhibit E, entitled "Summary of Lessor-College Responsibilities," and shall, in the use and occupancy of the Premises conform to all laws, orders and regulations of the federal, state, and municipal governments, or any of their departments.
- b. During the term of the Lease, the College shall provide any and all necessary exterminating, fumigating or treatment; such treatment to be performed only by a New York State Environmental Conservation certified applicator subject to the provisions of Chapter 380 of the Suffolk County Code, attached hereto as Exhibit F.

**12. Care and Repair of Premises by Lessor**

- a. The Premises, as a whole, shall be properly constructed and will be delivered to the College in good condition. Except in case of damage arising out of the willful act or negligence of the College, its officers, employees, agents, or invitees, Lessor shall maintain the Premises, including the building, building systems and all equipment, fixtures, and appurtenances furnished by Lessor under this Lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, water, access and other things to the Premises, without reasonably preventable or recurring disruption, as is required for the College's access to, occupancy, possession, use and enjoyment of the Premises as provided in this Lease, at Lessor's sole cost and expense.
- b. In addition to Lessor's obligations under Paragraph 12(a), above, and subject to the provisions of Paragraph 11, Lessor shall further make all necessary repairs, replacements and perform maintenance, at no additional cost to the College, as follows:
  - (i) to the exterior water, sewage, gas and electrical services, including drainage structures, cesspools, septic tanks and all connecting piping;
  - (ii) made necessary by fire or other peril covered by the standard extended coverage endorsement on fire insurance or by reason of war, wind, or acts of God, contents excepted;
  - (iii) landscaping and general maintenance of landscaped areas of the Premises to the extent such landscaping exists;
  - (iv) snow removal on all walkways servicing the Premises;



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- (v) cleaning and janitorial services in accordance with the standards set forth in Exhibit G;
  - (vi) replacing any damaged glazing not caused by the acts, neglect or negligence of the College, its employees, agents, contractors or invitees; and
  - (vii) to all items designated as Lessor responsibility as shown in Exhibit E.
- c. The College is responsible for damages caused by its employees, agents, contractors and invitees.
- d. Lessor agrees, at its sole cost and expense, to perform all necessary maintenance, repairs and replacements to the Premises caused by the negligence or willful misconduct of Lessor, and Lessor's employees, agents contractors and subcontractors. The College shall notify Lessor of the need for any such repair or replacement promptly after the College becomes aware of the need for the same.
- e. Lessor's custodial cleaning contractor and its employees shall have access to the Premises, and the use, at no charge to Lessor, of the College's light, power and water therein, at all times for the purpose of effectuating Lessor's obligations to provide Custodial Services pursuant to the Lease, except that such access shall not be made in a manner which would interfere with the operation of the College's business.
- f. Neither Lessor nor its custodial contractor shall be liable for damages to either person or property caused by any of the following enumerated matters, nor shall Lessor be deemed to have evicted the College, nor shall there be any abatement of Total Annual Rent, nor shall the College be relieved from performance of any covenant on its part to be performed hereunder by reason of (i) failure by Lessor or its custodial contractor to furnish any Custodial Services due to reasons beyond the reasonable control of Lessor or its custodial contractor, (ii) breakdown of properly maintained equipment or machinery and the reasonably prompt repair of such equipment or machinery utilized in supplying any Custodial Services, or (iii) cessation of any Custodial Services due to causes or circumstances beyond the boundaries of the Premises and not caused by Lessor or its custodial contractor and which is beyond Lessor's or Lessor's custodial contractor's reasonable control. Lessor and its custodial contractor shall use reasonable diligence to make such repairs as may be required to machinery or equipment within the Building to provide restoration of any Custodial Services.
- g. In the event the College is dissatisfied with the Custodial Services provided by Lessor, the College may elect (i) to provide written notice to Lessor that Lessor must replace the provider of Custodial Services or (ii) to retain its own provider of Custodial Services, and chargeback the cost of such Custodial Services against the Rent.

**13. Alterations**

- a. The College shall have the right to make any Alterations, meaning any alterations, installations, improvements, additions, or renovations to the Premises or any part or portion thereof, without the prior consent of Lessor which are non-structural and do not



affect exterior walls, the foundation or roof of the Building and which do not affect or pertain to any plumbing, electrical, heating, ventilation, air-conditioning, mechanical, vertical transport or other systems and equipment (collectively Building Systems). The College may make Alterations that are structural or affect the exterior walls, foundation or roof of the Building, or affect or pertain to any Building Systems, with the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. The College shall deliver to Lessor a copy of the final plans and specifications showing the actual construction for all Alterations. The College shall be responsible for maintaining such Alterations with the exception of custodial services.

- b. All Alterations and Lessor's Work, excluding the College's trade fixtures, moveable office furniture and moveable equipment, installed in the Premises, either by the College or by Lessor on the College's behalf, shall become the property of Lessor and shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of the Lease, unless Lessor consents otherwise and/or notifies the College that it elects to have them removed by the College upon the expiration or earlier termination of this Lease, in which event, the same shall be removed from the Premises by the College. Nothing in this Paragraph shall be construed to give Lessor title to, or to authorize Lessor to prevent the College's removal of trade fixtures, moveable office furniture and equipment.
- c. Should any mechanics' or other liens be filed against any portion of the Premises by reason of the College's acts or omissions or because of a claim against the College in connection with performing Alterations, the College shall cause the same to be cancelled or discharged of record by bond or otherwise within 90 days after notice from Lessor. If the College shall fail to cancel or discharge the lien or liens within the 90-day period, Lessor may cancel or discharge the same and upon Lessor's demand, the College shall reimburse Lessor for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 10% of such costs.

**14. Utilities**

- a. Lessor shall provide the utility service connections into the Premises as required in the Final Approved Plans and Specifications and shall pay the initial connection charges for such utilities including any applicable acreage assessment fees, hook-up charges, extension fees, connection fees, import fees and the like, associated with providing such utility service connections. From and after such time, Utilities shall be paid by the College.
- b. Lessor shall provide telecommunication and data wiring and service connections into and throughout the Premises, in accordance with College Specifications, attached hereto as Exhibit H. The College shall pay and arrange for the provision of cable, fiber, internet, satellite, communication and telephone service to the Premises, and shall be directly responsible for all costs, fees and charges related thereto together with any taxes thereon.



**15. Subordination, Nondisturbance and Attornment**

- a.** The College agrees that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect present or subsequent subordination of this lease. The College agrees, however, within twenty (20) business days next following the College's Legal Affairs and Compliance Office receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Premises, and to any water, sewer or access easement necessary or desirable to serve the Premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the College under this Lease.
- b.** No such subordination, to either existing or future mortgages, deed of trust or other lien or security instrument shall operate to affect adversely any right of the College under this Lease so long as the College is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deed of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the College promptly upon demand.
- c.** In the event of any sale of the Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the College will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between the College and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Lease had initially been entered into between such purchasers or transferees and the College; provided, further, that the College and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- d.** Within thirty (30) days next following the College's receipt of a joint written request from Lessor and a prospective lender or purchaser of the Premises, the College shall execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this Paragraph, and, if such is the case, that (1) the Lease is in full



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force and effect, (2) the date to which the rent and other charges have been paid in advance, if any, and (3) whether any notice of default has been issued.

- e. Letters issued pursuant to this clause are subject to the following conditions: (1) that they are based solely upon a reasonably diligent review of the College's Lease file as of the date of issuance; (2) that the College shall not be held liable because of any defect in or condition of the Premises; (3) that the College does not warrant or represent that the Premises comply with applicable Federal, State and local law; and (4) that the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and by inquiry to appropriate Federal, State and local government officials.

**16. Insurance**

- a. **During Construction:** Lessor agrees to procure, pay the entire premium for and maintain throughout the term of construction and until the College takes possession of the entire Premises, insurance in amounts and types specified by the College below. Lessor agrees to require that all if its contractors and subcontractors, in connection with work performed for Lessor in relation to this Lease, procure, pay the entire premium for and maintain throughout the term of construction and until the College takes possession of the entire Premises insurance in amounts and types equal to that specified by the College for Lessor. Unless otherwise specified by the College and agreed to by Lessor, in writing, such insurance will be as follows:
  - i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
  - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence.
  - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Lessor shall furnish to the College, prior to its execution of this Lease, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Lease shall be void and of no effect unless Lessor shall provide and maintain coverage during the term of this Lease for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.



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- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. Lessor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Lessor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the College at its address set forth in the Paragraph 27, entitled "Notice Requirements/Contact Persons" or at such other address of which the College shall have given Lessor notice in writing.
- e. In the event Lessor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the College may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Lessor under this or any other agreement between the College and Lessor.
- f. Lessor assumes all risks in the construction of the Premises and shall defend, indemnify and hold harmless the College, its officials, employees, servants, and agents from and against all liabilities, fines, penalties, actions, demands, losses, claims, costs, judgments, damages, liens, encumbrances, costs and expenses, including attorneys' fees, during the time of construction up to the time of Delivery of the entire Premises.
- g. **During the Term of this Lease:** The College shall procure and keep in full force and effect at its own cost and expense liability insurance in which policy Lessor or, in the event the College is requested in writing by Lessor, Lessor's Mortgagee, or their successors or assigns, shall be named as an additional insured in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage, and shall furnish Lessor with proof of same. This insurance is excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy. These insurance limits may be subject to increase consistent with County practices.
- h. Notwithstanding the foregoing, however, the College, at its sole option, subject to the College being in full compliance with all applicable New York State, local and federal regulations regarding the College's self-insurance program and subject to the College's satisfying the Self-Insurance Standard, may elect to be either partially or totally



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self-insured and thereby assume responsibility for that portion of the liability insurance for which it is insured. In this case, the College must notify Lessor of its self-insured status by a signed writing.

- i. All risk of loss from fire or any other peril causing damage or destruction to the Premises or any other real or personal property of Lessor during the Term shall be borne by the College to the extent fire authorities determine that the fire was caused by the actions of the College, its officers, agents, servants, invitees, contractors, licensees or employees; otherwise the risk of loss shall be borne by Lessor. The risk of loss from any peril to the personal property, furniture, fixtures, equipment of the College located on the Premises shall be borne by the College, and the College waives any right of subrogation against Lessor with respect to such losses.
- j. To the extent permitted by law, the College shall indemnify Lessor, its agents and employees from and against all claims (except for claims brought by Suffolk County employees under Workers Compensation Laws), costs (including attorneys' fees), losses and liabilities of whatsoever nature arising out of the acts of omission or negligence of the College, its officers, agents, servants, invitees, contractors, licensees or employees. Lessor shall indemnify and hold harmless the College from and against all claims, costs (including attorney's fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the Lessor, its officers, agents, servants or employees in connection with the Premises.

**17. Fire and Casualty Damage**

- a. If the entire Premises are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the Premises fully or partially untenable, as determined by either Lessor or the College, Lessor shall rebuild the Premises and this Lease shall remain in effect except that the rent will be reduced proportionately based on tenantable space by supplemental agreement hereto effective from the date of such partial destruction or damage through the date the rebuild is completed.
- b. Lessor shall work diligently to make all repairs and restorations to the Premises, with all reasonable expedition subject to delays due to adjustment of insurance claims and Excusable Delays. After any such casualty, the College shall cooperate with Lessor's restoration by removing from the Premises as promptly as reasonably possible any of the College's salvageable inventory and movable equipment, furniture, and other property as requested by Lessor.

**18. Eminent Domain**

- a. If there shall be a total taking, a partial taking of more than 50%, or a Constructive Total Taking, as defined below, of the Premises in condemnation proceedings or by any right of eminent domain, this Lease and the Term and estate hereby granted shall forthwith cease and terminate as of the date of taking of possession by the condemning authority. In the event of a taking which is less than a Constructive Total Taking: (i) the



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Term and estate hereby granted with respect to the taken part of the Premises shall forthwith cease and terminate as of the date of taking of possession by the condemning authority and the Total Annual Rent shall be appropriately abated for the period from such date to the date specified in this Lease for the expiration of the Term and

(ii) Lessor shall with reasonable diligence restore the remaining portion of the Premises as nearly as practicable to its condition prior to such condemnation or taking.

“Constructive Total Taking” shall mean a taking of such scope that the untaken part of the Premises would be uneconomic to operate or which would significantly interfere with the College’s business operations at the Premises. In the event of a partial taking of less than 15% of the Premises, this Lease shall continue in force and effect, and Total Annual Rent shall be apportioned as to the percentage of space still remaining subsequent to such taking and Lessor shall with reasonable diligence, and if reasonably possible, restore the remaining portion of the Premises as nearly as practicable to its condition prior to such condemnation or taking.

- b. In the event (1) Lessor cannot restore the Premises for the College’s use within 15 months following receipt of notice of vesting of title or (2) the part of the Premises so acquired is more than 15% of the total area of the Premises immediately prior to such acquisition or condemnation and, after such taking, the Premises is no longer suitable for the College’s use, the College may give to Lessor, within 60 days next following the date upon which the College shall have received notice of vesting of title, a 60 days’ notice of termination of this Lease and the Term shall come to an end and expire upon the expiration of the 60 days with the same effect as if that were the date hereinbefore set for the expiration of the Term, and the Total Annual Rent hereunder shall be apportioned as of such date.

c. **Award**

(i) The term Net Award shall mean: (a) all amounts payable as a result of any condemnation or other eminent domain proceeding, less all reasonable expenses for such proceeding not otherwise paid by the College (including, without limitation, all reasonable costs and expenses (including reasonable attorneys’ fees and expenses) incurred by Lessor and any mortgagee in participating in any condemnation or eminent domain proceedings; plus (b) all amounts payable pursuant to any agreement with any condemning authority (which agreement shall be deemed to be a taking) that has been made in settlement of or under threat of any condemnation or other eminent domain proceeding affecting the Building or the College’s access thereto or utilities or facilities serving the Building, less all expenses incurred as a result thereof not otherwise paid by the College including, without limitation, all costs and expenses (including reasonable attorneys’ fees and expenses) incurred by Lessor or any mortgagee in participating in any condemnation or eminent domain proceedings.

(ii) Subject to the rights of any mortgagee now or hereafter placing a mortgage on the Premises, if the Lease is not terminated, the Net Award shall first be used to restore the Building, the College’s access thereto, and the utilities or facilities serving the Premises; provided, however, that neither party shall have any liability hereunder to the extent the Net Award is insufficient to complete such restoration. Any amount of the Net Award



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remaining after such restoration shall be divided between Lessor and the College in accordance with their respective interest in the Premises as set forth in this Paragraphs 18(c)(iii)(b) and (c) below.

**(iii)** In the event that this Lease is terminated as a result of a condemnation, the Net Award shall be payable as follows:

(a) first, to any mortgagee to the extent of any amount owing under any mortgage;

(b) next, to the Lessor an amount equal to that portion of the Net Award attributable to the taking of the Land, the Premises in their condition on the Commencement Date together with that portion of the Net Award attributable to any alterations, installations, physical changes, renovations, additions or improvements to the Building paid for by Lessor after the Commencement Date, to the extent such alterations, installations, physical changes, renovations, additions or improvements increased the value of the Premises from its value as of the Commencement Date, less the amount paid under Paragraph 18(b)(iii)(a) above;

(c) next, to the College if and to the extent that any portion of the Net Award is attributable to the taking of any Alterations made by the College to the Building and paid for by the College, to the extent such Alterations increased the value of the Premises from its value as of the Commencement Date; and

(d) the balance, if any, to Lessor.

Notwithstanding anything contained herein to the contrary, the College shall also have the right to make a claim against the condemning authority for any taking of the College's personal property not constituting an item referenced in Paragraph 18(c) and for business interruption, moving and related expenses, provided (i) the College shall make a separate claim therefore, and (ii) such claim shall not diminish the Net Award. The provisions of Paragraph 18(c) shall survive the expiration or earlier termination of this Lease.

- d.** Notwithstanding the foregoing, if all or any portion of the Premises shall be condemned or taken for governmental occupancy for a limited period of time, this Lease shall continue in full force and effect (without any abatement of the Rent) and the College shall be entitled to receive the entire Net Award therefore (whether paid as damages, rent or otherwise) unless the period of governmental occupancy extends beyond the expiration of this Lease, in which case Lessor shall be entitled to such part of such Net Award as shall be properly allocable to the cost of restoration of the Premises, and the balance of such Net Award shall be apportioned between Lessor and the College as of the date of such expiration. If the termination of such governmental occupancy is prior to expiration of this Lease, the College shall restore the Premises as nearly as possible to its condition prior to the condemnation or taking.



**19. Air Quality**

- a. The interior of the Premises shall at all times maintain and meet Air Quality Standards suitable for and comparable to commercial office buildings, of similar age and construction type, in the Riverhead area. The College may provide, at its own cost, a written report by an outside independent consultant specializing in air quality analysis, notifying Lessor that the air quality in the interior Premises is materially adversely affected by specifically found and identified mold or other air contaminants to levels significantly above those identified as normal for a commercial office building as described above. Lessor shall take prompt action to cure or otherwise remedy the condition at Lessor's sole cost and expense. In the event Lessor does not cure or otherwise remedy the condition identified in the College's consultant's report within 180 days from the receipt of written notice from the College requesting Lessor to cure same, the College shall have the right to terminate this Lease upon delivering 90 days written notice to Lessor after the expiration of the 180 day period to cure; provided, however, if the situation or condition cannot be cured or remedied during the 180 day period, the College shall not terminate this Lease so long as Lessor is diligently pursuing a cure or remedy of the situation or condition. In the event such a notice of termination is given Lessor by the College, then this Lease and the Term and estate hereby granted shall expire as of the date set forth in the notice, with the same effect as if that were the date hereinbefore set for the expiration of the Term, and the Total Annual Rent hereunder shall be apportioned as of the date the College shall vacate the Premises. If Lessor cures or otherwise remedies the condition prior to the date set forth in the notice, the termination notice shall be deemed null and void and this Lease shall continue in full force and effect.
- b. Where Lessor has cured an Air Quality condition at the request of the College, Lessor shall also be required to provide a written report to the College, at Lessor's sole cost and expense, provided by an outside consultant specializing in Air Quality analysis, reasonably acceptable to the College, indicating that the condition has been cured and that the Air Quality is suitable for the use intended.
- c. Lessor shall not be required to cure any air quality condition if such condition is caused by the acts of the College, its invitees, employees, or agents or is related to the use or maintenance of the kitchen areas (provided it is not a design flaw) and the College shall cure such condition at its sole cost and expense.

**20. Negative Covenants**

- a. The College shall not use, occupy, maintain or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant or condition of this Lease, (b) violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Premises, (c) violate any Legal Requirements, (d) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the



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Premises, (e) cause physical damage to the Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter, or (g) constitute a public or private nuisance.

For the purposes of this Lease, the term "Legal Requirements" shall mean laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, and all requirements, obligations and conditions of all instruments of record that may be applicable to the Premises or any part thereof or the sidewalks, curbs, or areas adjacent thereto.

- b. The College shall not place a load upon any floor, or roof of the Premises that exceeds the floor load per square foot that such floor was designed to carry or which is allowed by Legal Requirements.

**21. Lessor's Default Remedies/Damages**

- a. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to as "Events of Default"):

- (i) if the College shall default in the payment when due of any installment of Total Annual Rent, and any such default continues for 20 Business Days, except for January of each calendar year, then if such default in January continues beyond 25 Business Days, after Lessor shall give the College a written notice specifying such default; or

- (ii) if the College defaults in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in (i) above), and if such default continues and is not cured within 60 days after Lessor gives the College written notice specifying same, or, in the case of a default which for causes beyond the College's reasonable control cannot, with reasonable diligence be cured within such period of 60 days, if the College shall not immediately upon the giving of such written notice, (a) advise Lessor of the College's intention duly to institute all steps necessary to cure such default and (b) institute and thereafter diligently prosecute to completion all steps necessary to cure the same;

then, upon such occurrence, in addition to any other remedy available to Lessor at law or in equity, Lessor may give to the College a notice (Termination Notice) of intention of Lessor to end the Term, specifying a day not less than 30 business days thereafter and, upon the giving of the Termination Notice, this Lease and the Term and estate hereby granted shall expire and terminate upon the day so specified in the Termination Notice as fully and completely and with the same force and effect as if the day so specified were the Expiration Date and all rights of the College shall terminate and the College shall remain liable for damages as hereinafter provided. From and after any date upon which Lessor gives a Termination Notice, Lessor, without further notice, may



enter upon, re-enter, possess and repossess itself of the Premises, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove the College and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental and other income of and from the same. As used in this Lease, the words "enter" and "re-enter" are not restricted to their legal technical meanings.

- b. If this Lease and the Term shall expire and come to an end as provided in Paragraph 21(a), or by or under any summary proceeding or any other action or proceeding, the College shall pay to Lessor as liquidated damages with respect to this Lease amounts equal to the Rent which would have been payable by the College had this Lease not so terminated, or had Lessor not so re-entered the Premises, payable upon the days specified in this Lease following such termination or such re-entry and until the lease expiration date or 1 year after the termination or re-entry date, whichever occurs sooner; provided, however, that if the Premises shall be leased or re-let during that period, the College's obligation to make such rental payments shall immediately cease, except that the College shall be liable for the reasonable expense of leasing and re-letting, including but not limited to the cost of altering and preparing any portion of the Premises to prepare to market the Premises. In addition, the College shall be liable for payment of the amortized specialty construction costs, which shall not exceed \$925,000, as set forth in the Schedule in Exhibit O. Nothing herein contained shall be construed as limiting or precluding the recovery by Lessor against the College of any damages to which Lessor may lawfully be entitled in any case other than those particularly provided for above.
- c. Except for the monetary obligations of either party, Lessor and the College shall not be in default of this Lease because of such party's inability to perform the covenants and obligations set forth herein during the continuance of any period of Excusable Delays, except as may otherwise be expressly specified in this Lease.

**22. Failure in Performance**

- a. The covenant to pay rent and the covenant to provide any service, maintenance, repair, replacements or access to utility service (as a result of a design flaw) required under this Lease are interdependent. In the event of any failure by Lessor to provide any service, maintenance, repair, replacement or access to utility service (as a result of a design flaw) required under this Lease, the College may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this Lease, then or thereafter due, the resulting reasonable and necessary cost to the College, including an administrative fee in accordance with the provisions of Paragraph 22(c). If the College elects to perform any such requirement, the College and each of its contractors shall be entitled to access to any and all areas of the building necessary to perform any such requirement, and Lessor shall afford and facilitate such access. Alternatively, the College may deduct from any payment under this Lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from Total Annual Rent pursuant to this clause shall constitute a default by the College under this Lease. These remedies are not exclusive but are in addition to any other remedies which may be available under this Lease or at law.



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- b. If Lessor shall fail to perform any of its obligations under this Lease, the College may perform the same at the expense of Lessor (i) immediately, after forty-eight (48) hours notice in the case of (a) an Emergency, as defined below; (b) if such failure unreasonably interferes with the efficient operation of the Premises; (c) if such failure may result in a violation of any Legal Requirements or in the cancellation of any required insurance and (ii) in any other case if such failure continues after 20 days from the date of the giving of written notice of the College's intention to perform the same or, in the case of a failure which, for causes beyond the Lessor's reasonable control cannot with reasonable diligence be cured within such 20-day period, such 20-day period shall be deemed extended if the Lessor immediately upon the receipt of such notice, (a) advises the other of its intention to institute all steps necessary to cure such failure and (b) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same.

An "Emergency" shall mean any situation where the College, in its reasonable judgment and discretion, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the Building or Premises, (ii) to protect any Person from imminent harm, or (iii) to avoid the imminent unforeseen and unforeseeable suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or the College's ability to use the Premises for its intended purposes, including but not limited to, supplying heat, air-conditioning, ventilation, light and water to the Premises.

- c. If the College performs any of Lessor's obligations under this Lease, Lessor shall pay the College the costs thereof, together with an administrative fee equal to 10% of such costs, within 45 days after receipt by Lessor of a written statement as to the amounts of such costs and fee. In the event Lessor does not remit the total amount of the costs and fee described herein within the requisite time, the College may withhold such amount from the next monthly installment of Total Annual Rent, subject to the limitation that, in no event shall the amount withheld in any month exceed 10% of the next monthly installment of Total Annual Rent. In the event that the College is limited from withholding the entire amount owed, the College may continue to withhold monies from each next succeeding monthly installment of Total Annual Rent until the total expenses of the College and administrative fee are recouped from Lessor. Alternatively, the College may deduct from any payment under this Lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the College under this Lease. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at Law.

**23. Default by Lessor**

- a. Each of the following shall constitute a default by Lessor under this Lease: (1) failure to maintain, repair, operate or service the premises as and when specified in this Lease, provided such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the College unless, by its nature, the



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failure cannot be cured within thirty (30) days and Lessor is diligently working toward curing the failure; and (2) repeated and unexcused failure by Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured.

- b. With respect to any default of this Lease by Lessor described in Paragraph 23(a), whether or not economic damage is caused to the College, Lessor agrees to pay damages as follows: (i) if the default does not dispossess the College, Lessor shall pay the College \$100.00 per day, for the period of time such breach exists; or (ii) if the default does dispossess the College, Lessor shall pay the College \$1455.00 per day for complete dispossession or a proportionate amount thereof for less than complete dispossession.
- c. If a default occurs, the College may, by notice to Lessor, terminate this Lease for default, and if so terminated, the College shall be entitled to compensatory or punitive damages and any other remedy available to the College in law or equity. The College shall be entitled to set off such claim or claims, in whole or in part, as against Total Annual Rent or Expenses due Lessor under this Lease.
- d. The rights and remedies of the College specified hereunder are not exclusive, but are in addition to any other rights and remedies provided by law or under this Lease.

**24. Assignment and Subletting**

- a. The College may sublet any part of the Premise but shall not be relieved from any obligation under this lease by reason of any such subletting. The College may at any time assign this Lease, and be relieved from all obligations to Lessor under this Lease excepting only unpaid rent and other liabilities, if any that have accrued to the date of that assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.
- b. Lessor shall not unreasonably withhold, delay or condition its consent in the event such assignment meets the following conditions: (a) no default or event of default has occurred that is continuing beyond any applicable notice and grace periods set forth herein; (b) the assignee assumes all of the obligations of this Lease, or the assignee, agrees to be subject to all the applicable terms and conditions of this Lease; (c) the College promptly furnishes Lessor with an executed copy of the assignment or other agreement pursuant to which such assignee shall agree to observe and perform, and to be bound by all of the terms, covenants and conditions of this Lease on the College's part to be observed and performed; (d) the proposed assignee is a reputable Person of good character and Lessor has been furnished with reasonable evidence thereof; (e) the proposed assignee has a long term, senior, unsecured debt rating from the Rating Agencies at least equivalent to "A" (or its equivalent); and (f) the proposed assignee shall not be (1) entitled directly or indirectly, to diplomatic or sovereign immunity, unless effectively waived to Lessor's reasonable satisfaction, and shall be subject to service of process in, and the jurisdiction of the courts of the State of New York, or (2)



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any foreign government or multi-national organization (or agency, department or division thereof).

**25. Living Wage**

Pursuant to Section 6 of Chapter 347 of the Suffolk County Code, Local Law 12-2001, this Lease is subject to the Living Wage Law of the County of Suffolk. A copy is attached hereto as Exhibit I. The law requires that, unless specific exemptions apply, or a waiver is granted, all employers (as defined) under service contracts and recipients of county financial assistance, (as defined) shall provide payment of a minimum wage to employees (as defined) in accordance therewith. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk.

If the Living Wage Law is amended or repealed, the parties agree to discuss whether such change in the Living Wage Law should result in a change in the rental rate.

**26. Rent Adjustment for Improper or Illegal Activity**

- a. If the College determines that there was a violation by Lessor, its contractors, subcontractors, employees or agents of the Prevailing Wage or Living Wage requirements under this Lease, the College, at its election, may: (1) reduce monthly payments of Total Annual Rent, until those reductions are equal to the amount of wages determined to have been underpaid; or (2) accept liquidated damages in the sum of \$5,000.00 per day for each day that prevailing wages or living wages were not paid, whichever is less.
- b. Prior to making a determination as set forth above, the College shall provide to Lessor a written notice of the action being considered and the basis therefore. Lessor shall have a period of twenty (20) calendar days after receipt of such notice to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The College may, upon good cause shown, determine to deduct less than the above amounts from payments.

**27. Notice Requirements/Contact Persons**

- a. Any communication, notice, claim for payment or other submission necessary or required to be made by the parties regarding this Lease shall be deemed to have duly made upon receipt by the parties at the following addresses (or at such other address that may be specified in writing by the parties):

For the College:

Vice President for Business and Financial Affairs  
Suffolk County Community College  
533 College Road, NFL 232  
Selden, New York 11784



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For Lessor:

Ron Parr  
President  
Culinary Arts Riverhead LLC  
2150 Smithtown Avenue  
Ronkonkoma, New York 11779

- b. Any communication or notice regarding litigation shall be deemed to have been duly made upon receipt by the (parties at the following addresses or at such other address that may be specified in writing by the parties):

For the College:

Legal Affairs and Compliance Office  
Suffolk County Community College  
533 College Road, NFL 230  
Selden, New York 11784

For Lessor:

Guy W. Germano  
Germano & Cahill  
4250 Veterans Memorial Highway, Suite 275  
Holbrook, New York 11741

- c. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contract person(s) or his or her designated successor(s).

**28. Lessor's Right to Inspect and Repair; Access Generally**

Lessor may, but shall not be obligated to, enter the Premises at any reasonable time, on reasonable written notice to the College (except that no notice need be given in case of emergency) for the purposes of inspection or the making of such repairs, replacements, and additions in, to, and about the Premises or the building, as necessary or desirable, or to perform any covenant, obligation or service contemplated in this Lease; provided however, that Lessor shall use reasonable efforts in its access of the Premises to cause a minimal amount of interference with the College's use of the Premises.

**29. Lessor's Right to Show Premises**

Lessor may show the Premises to prospective purchasers and mortgagees, and during the 18 months prior to the expiration of this Lease, to prospective tenants, during Business Hours, as that term is defined below, upon reasonable notice to the College or by other special arrangement between Lessor and the College. For the purposes of this Lease the term "Business Hours" shall mean 8:30 a.m. to 5:30 p.m. during Business Days.



**30. Surrender of Premises; Holdover**

- a. On the Expiration Date or upon the sooner termination of this Lease, the College shall, at its expense, quit, surrender, vacate and deliver the Premises to Lessor in good order, condition and repair, ordinary wear, tear and damage by the elements, fire or other casualty beyond the College's reasonable control excepted, together with all improvements therein. The College shall, at its expense, remove from the Premises all the College's personal property and any personal property of Persons claiming by, through or under the College, equipment, furniture, and any Alterations not approved by Lessor, and shall repair or pay the cost of repairing all damage to the Premises occasioned by such removal. Any College personal property or Alterations of the College, which shall remain in the Premises after the termination of this Lease, shall be deemed to have been abandoned and either may be retained by Lessor as its property or may be stored or disposed of as Lessor may see fit. If property not so removed shall be sold, Lessor may receive and retain the proceeds of such sale and apply the same, at Lessor's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which Lessor may be entitled. Any excess proceeds shall be the property of Lessor.
- b. If the College shall remain in possession of the Premises after the termination of this Lease without the execution of a new lease, the College, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy, and without waiving the College's default or preventing Lessor from suing to obtain possession, shall be deemed to be occupying the Premises as a tenant from month to month, at a monthly rental equal to the monthly rent last payable by the College hereunder, subject to a ten percent (10%) increase per year for each year of the holdover.
- c. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

**31. Environmental Responsibilities**

- a. The College shall not use or suffer the use of all or any part of the Premises to treat, generate, store, dispose of, transfer, release, convey or recover any Hazardous Substances, as that term is defined below. The College shall immediately notify Lessor of the presence or suspected presence of any Hazardous Substance on or about the Premises and shall deliver to Lessor any notice received by the College with respect to any Hazardous Substance relating thereto.

For purposes of this Lease the term "Hazardous Substances" shall mean (i) asbestos and any asbestos containing material and any substance that is listed in, or otherwise classified pursuant to any Environmental Laws, as that term is defined below, or any applicable laws or regulations as "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," toxic substance," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity,



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reproductive toxicity, or "EP toxicity," (ii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (iii) petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, and medical waste. "Hazardous Substances" shall not include normal cleaning and personal household products being used in their intended manner and otherwise in a manner that is in compliance with Environmental Laws.

"Environmental Laws" shall mean any and all present and future federal, state, and local laws, ordinances, rules, regulations, decisions, and standards relating to protection of human health and the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et.seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et.seq. ("RCRA"); the Occupational Safety and Health Act) 29 U.S.C. 651 et.seq. ("OSHA"). Environmental Laws shall also include, but are not limited to, any requirements relating to underground storage tanks, the storage and use of gasoline, diesel fuel, waste oil or other petroleum products.

- b. Except for structural changes required by regulatory entities and subject to the provisions of Paragraph 31(c), the College, at its expense, shall comply with all Environmental Laws applicable to the Premises and shall give Lessor prompt notice of any lack of compliance with any of the foregoing and of any notice it receives of the alleged violation of any Environmental Laws. Lessor shall cooperate with the College's efforts hereunder.

If, after the College accepts the Premises, there is a change in federal, state or local law that requires structural changes to the Premises, such changes will be the responsibility of the College.

To the extent permitted by law, the College shall defend, indemnify and hold harmless Lessor from and against all claims, costs, judgments, liens, encumbrances and expenses, including reasonable attorneys' fees, arising out of the acts, omissions or negligence of the College and the County of Suffolk, their agents, employees or consultants in connection with this paragraph of the Lease.

- c. Lessor represents and warrants that to the best of Lessor's knowledge, all material Environmental Conditions at the Premises, of which Lessor is aware, have been disclosed to the College. To the extent that any material Environmental Conditions exist, Lessor shall prepare a writing which shall be provided to the College and shall be attached as Exhibit J. Except to the extent the same are the obligations of the College under the Lease, Lessor shall comply with all Environmental Laws affecting or related to its use or ownership of the Premises, including but not limited to, the construction or demolition of any improvement thereon, and shall give the College prompt notice of any lack of compliance with any of the foregoing of which it obtains knowledge and of any notice it receives of the alleged noncompliance with Environmental Laws. The College shall cooperate with Lessor's efforts hereunder; provided, however, that the College shall not be required to incur any out of pocket costs in so doing. Lessor shall



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indemnify the College against all claims, losses, costs, expenses, fines, penalties and damages which may be imposed by reason of, or arising out of Lessor's failure to fully and promptly comply with the provisions of this Paragraph.

- d. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

**32. Purchase; Right of First Offer**

- a. The College may elect to purchase the Premises within one year of the College's acceptance of the Premises or December 31, 2008, whichever is later. The amount of any rental payments made prior to the purchase date will be considered when setting the final purchase price, which will be subject to negotiation and be based on the fair market value of the Premises as determined by an independent certified commercial realtor mutually agreed upon by the parties.
- b. In the event Lessor shall elect to sell its interest in the Premises after the time set forth in (a), above, Lessor shall promptly deliver to the College a notice of such election to sell with a statement of the terms and conditions upon which Lessor is willing to sell, and the College may, within 90 days after receipt thereof, offer to purchase the Premises on the same terms as those set forth in such notice.
- c. The College's right of first offer shall remain applicable to an election to sell or exchange on modified terms if the purchase price under the election to sell on modified terms is less than 95% of the present value of the monetary consideration set forth in the original election to sell or if the non-monetary provisions are materially more favorable to the purchaser than those set forth in the notice to the College, provided the College's 90 day review period shall be reduced to 60 days.
- e. Paragraph 32(a) shall not be applicable to any transfer of the Premises described below and not employed to circumvent or avoid the application of Paragraph 32(a):
  - (i) Any transfer to an affiliate, subsidiary or parent corporation of Lessor or any business entity in which Lessor's principals, spouse or son have a 50% or greater interest;
  - (ii) Any mortgage or deed of trust made by Lessor, or any transfer made in connection with the foreclosure or other realization upon any such mortgage or deed of trust;
  - (iii) Any transfer in connection with a liquidation or similar corporate action whereby the assets of Lessor are distributed to the present shareholders of Lessor, or the heirs of the present shareholders of Lessor; and
  - (iv) Any transfer of the Premises as a result of a merger, combination, consolidation, sale of all or substantially all of Lessor's assets, or any sale of all or any portion of the stock of Lessor; provided, that at the time of such transfer, the fair market



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value of Lessor's interest in the Premises is not greater than thirty-five percent (35%) of the fair market value of all of Lessor's assets.

Any successor to Lessor permitted under this Paragraph 32(d) shall be subject to the terms of this Paragraph.

**33. Disclosure Statements**

- a. Lessor represents and warrants that it shall submit to the College verified Public Disclosure Statements ("Statements") required pursuant to the Land Acquisition Public Disclosure Law of Suffolk County (S.C. Code Chapter 342), and shall submit to the County of Suffolk the Contractors/Vendors Public Disclosure Statement (S.C. Administrative Code, § A5-7). An updated Contractors-Vendors Public Disclosure Statement shall be filed with the County of Suffolk on or before the 31st day of January in each year of the Lease's duration. Updated Land Acquisition Public Disclosure Statements shall be submitted whenever there is a change in any information required pursuant to S.C. Code § 342-6. The Lessor acknowledges that the filing of these statements is a material, contractual and statutory duty and that failure to file the statements shall constitute a material breach of this Lease, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of 15% of the amount of the Total Annual Rent for the year in which the breach has occurred; provided, however, no penalty shall be due unless and until Lessor has received a notice of failure to file the requisite forms and 15 business days to cure. No breach shall be deemed to have occurred in the event that the College has failed to provide the requisite forms to be completed by Lessor. Current, completed Statements are annexed hereto as Exhibit K for filing with the Clerk of the Legislature, and the Suffolk County Comptroller. Lessor shall file further revised statements whenever there is a change in any information set forth therein or annually, as required.
- b. Lessor agrees to notify the College in writing prior to any transfer of title or conveyance by operation of law. In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, the College shall have the right to cancel this Lease upon three months notice to Lessor from the date of the College's discovery of such transfer or conveyance, unless the consent of the College to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts, estates or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Statements, and an affirmation of the provisions of Local Law No. 32-1980 (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the Requirements of the County of Suffolk to the contacts set forth in Paragraph 27, entitled "Notice Requirements/Contact Persons." The failure of the College to object to such proposed transfer by notice delivered either personally or by nationally recognized overnight courier to Lessor within ten (10) business days of receipt of such application shall constitute consent on the part of the College.



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**34. Quiet Enjoyment**

Lessor covenants that if and so long as the College pays Total Annual Rent and Expenses, and fully and faithfully performs the covenants hereof, the College shall peaceably and quietly have, hold and enjoy the Premises for the Term, subject to the provisions of this Lease.

**35. No Gratuity**

Lessor warrants and represents that neither Lessor nor any official, employee or agent of Lessor has offered or given any gratuity to any official, employee or agent of the College, Suffolk County, New York State, or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of this Lease, and that Lessor has read and is familiar with the provisions of Local Law 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code). A copy of Chapter 386 is attached hereto as Exhibit L.

**36. No Implied Waiver**

No failure or delay by either party to insist upon the strict performance of any provision of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of such breach shall constitute a waiver of any such provision.

**37. Not a Co-Partnership**

Nothing herein contained shall create or be construed as creating a co-partnership between the College and Lessor or to constitute Lessor as an agent or employee of the College.

**38. Pesticide Application**

Lessee agrees to comply with Suffolk County Code Chapter 380 and any other County laws, regulations or policies relating to pesticide use as they exist now or as they may be adopted or amended, as relating to the Premises. A copy of Chapter 380 is attached hereto as Exhibit F.

**39. Child Sexual Abuse Reporting Law**

Lessor agrees to comply with the Suffolk County Child Sexual Abuse Reporting Policy, Chapter 577, Article IV, of the Suffolk County Code, attached hereto as Exhibit N, as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the Term of this Lease, concerning child sexual abuse reporting policy.

**40. Entire Agreement**

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties thereto.



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**41. Governing Law**

This Lease shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

**42. Broker**

Lessor and the College, each to the other, represent and warrant that no broker brought about this Lease. Lessor hereby agrees to indemnify and hold harmless the College against any claim, demand and judgment which may be made or obtained against the College by any broker claiming a commission for representing Lessor for bringing about this Lease. The College shall forthwith notify Lessor of any such claim, demand or legal action and Lessor shall defend the College against any such claim, demand or legal action at no cost to the College.

To the extent permitted by law, the College hereby agrees to indemnify and hold harmless Lessor against any claim, demand and judgment which may be made or obtained against Lessor by any broker claiming a commission for representing the College for bringing about this Lease. Lessor shall forthwith notify the College of any such claim, demand or legal action.

**43. Waiver of Trial by Jury**

It is mutually agreed by and between Lessor and the College that the respective parties hereto shall and they hereby do waive any right to trial by jury in any action, proceeding or in any other matter in any way connected with this Lease, the relationship of Lessor and the College, the Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

**44. Successors Bound**

This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

**45. Certification**

The parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid agreements with the College, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Lease, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Lease.

**46. Severability**

It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or



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unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

**47. College Representatives**

It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the College are acting in a representative capacity for the College of Suffolk and not for their own benefit, and that Lessor shall not have any claim against them or any of them as individuals in any event whatsoever.

**48. Execution by Lessor**

- a. When Lessor is a partnership, the names of the partners composing the firm must be stated in the Disclosure forms. The Lease must be signed with the partnership name, followed by the name of the partner signing the Lease.
- b. Where Lessor is a corporation, the Lease must be signed with the corporate name, followed by the signature and title of the officer or other authorized person signing the Lease on its behalf, and if requested by the College.
- c. Lessor warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

**49. Miscellaneous**

- a. At either Lessor's or the College's option, this Lease or a memorandum of this Lease may be recorded in the public land records in accordance with and pursuant to Real Property Law Section 291. Lessor and the College shall cooperate in effecting any such recordation, including, without limitation, the execution, acknowledgement and delivery of a memorandum of this Lease in accordance with and pursuant to the Real Property Law Section 291. The cost or expense related to such public recording shall be paid by the party requesting it.
- b. The College agrees to consider any reasonable changes to this Lease requested by Lessor's first mortgage lender that do not materially and adversely affect the College's interest in the Lease and the Premises.
- c. Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment or parts from vendors. The affected party, upon, giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from its performance), provided that the party so affected shall use reasonable efforts to remove such causes of



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nonperformance and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than one hundred eighty (180) days, either party may terminate this Agreement.

**End of text of Exhibit A**



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**Exhibit B  
Description and Survey of Premises**

**[attached]**

**End of text of Exhibit B**

**Exhibit C  
Board of Trustees Resolution No. 2005.68 Authorizing Lease Agreement**

**[attached]**

**End of text of Exhibit C**

**Exhibit D  
Preliminary Plans and Specifications**

**[attached]**

**End of text of Exhibit D**



**Exhibit E  
 Summary of Lessor-College Responsibilities**

ITEM	LESSOR	COLLEGE
<b>1) UTILITIES, except design flaws that prevent the College from receiving utility services shall be the responsibility of Lessor</b>		
A) Oil/Gas		X
B) Water		X
C) Electricity		X
D) Sewer charges and/or Taxes		X
<b>2) H.V.A.C. EQUIPMENT</b>		
A) Repair & Replace	X	
B) Ordinary Preventive Maintenance, including changing of air filters.	X	
<b>3) ELECTRIC EQUIPMENT</b>		
A) Repair & Replace	X	
B) Interior Lamp & Ballast Replacement		X
<b>4) PLUMBING</b>		
A) Repair & Replace, except as provided herein	X	
B) Ordinary Preventive Maintenance, except as provided herein	X	
C) Repair, Replace and Maintain Kitchen Plumbing		X
<b>5) STRUCTURAL REPAIRS</b>		
A) Repair: building envelope, interior (due to faulty construction), roof & roofing, sidewalks, curbs, ramps, drainage structures & systems, and sewage structures & systems.	X	
B) Clean Out: Drainage Structures & Systems	X	
C) Clean Out: Sewage Structures & Systems	X	
<b>6) CUSTODIAL</b>		
A) Clean Occupied Space & Supply Soap & Paper Products	X	
B) Clean Windows – Interior & Exterior	X	
C) Clean Drapes and/or Blinds	X	
D) Shampoo Carpet and Wax Floors	X	
E) Trash Removal – Interior	X	
F) Kitchen and Café Equipment and Grease Traps		X
<b>7) CARTAGE</b>		X
<b>8) SNOW, ICE &amp; REFUSE REMOVAL FROM SIDEWALKS</b>	X	
<b>9) INTERIOR</b>		



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<b>A) Preventive Maintenance</b>	<b>X</b>	
<b>B) Painting</b>		<b>X</b>
<b>10) Grounds Maintenance, if applicable</b>		
<b>A) Grass &amp; Landscaping Maintenance, if applicable</b>	<b>X</b>	
<b>B) Irrigation of Grass &amp; Landscaping, if applicable</b>	<b>X</b>	
<b>12) GLAZING (Not caused by tenant damage)</b>	<b>X</b>	
<b>13) TAXES</b>		<b>X</b>
<b>14) VERMIN AND RODENT EXTERMINATION</b>		<b>X</b>
<b>15) FIRE ALARM AND/OR RPZ TESTING AND MAINTENANCE</b>	<b>X</b>	

In the event of a conflict between any provisions of this Summary and contrary provisions elsewhere in this Lease, the latter shall prevail and be controlling.

**End of text of Exhibit E**



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**Exhibit F  
Pesticide Law – Suffolk County Law Ch. 380**

**[attached]**

**End of text of Exhibit F**



**Exhibit G**  
**Cleaning and Janitorial Services**

**Damp Mopping, *daily & as necessary***

All building standard non-carpeted flooring shall be spot mopped daily and damp mopped, as necessary. Contractor shall supply and use appropriate signage cautioning the general public when any floor washing, stripping or waxing is being performed.

**Floor Finishing and Buffing, *daily & as necessary***

All building standard non-carpeted flooring shall be finished with Underwriters Laboratory approved materials. The frequency of the refinishing shall be determined by the amount of traffic and other conditions. Floors shall be maintained in a uniform appearance throughout the entire building.

**Stripping and Machine Scrubbing, *as necessary***

This operation shall be accomplished as frequently as necessary, depending on the need to remove dirt embedded finishes, stains, spillages, and/or build-up.

**Rest Rooms, *daily and as necessary***

- All mirrors shall be spot cleaned daily and thoroughly cleaned monthly.
- Hand basins, urinal, toilet seats, bowls and hardware shall be cleaned daily.
- Walls shall be spot cleaned daily.
- Partitions shall be dusted and spot cleaned daily and thoroughly cleaned monthly.
- Floors shall be swept and damp mopped daily and machine scrubbed monthly.
- Hand Soap, hand lotion, paper towels, toilet tissue supplies shall be replenished daily.
- Toilet bowl brush and bowl cleaner shall be used on toilet bowls and urinals, and care shall be given to clean flush holes, under rims and traps.
- Clean thoroughly and stock all private rest rooms in offices.
- Empty, clean and disinfect towel and sanitary disposal receptacles.

The intent of this specification is that rest rooms shall be maintained in a clean and sanitary condition.

**Water Coolers, *daily***

All water coolers shall be cleaned daily and polished if necessary.



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**Stairwells and Landings, daily & weekly, as necessary**

All stairways and landings shall be policed daily and swept weekly. Railings, ledges and equipment shall be dusted weekly. Applicable refinishing and stripping shall be accomplished as necessary.

**Elevators, daily**

Interior surfaces, interior and exteriors of doors, and fixtures of the elevators shall be dusted, damp wiped and polished as necessary. Elevator tracks to be cleaned at least weekly, and more often as necessary. Floor in elevator cabs will be properly maintained. If carpeted, vacuum daily and remove soluble spots that safely respond to standard spotting procedures without risk of injury to color or fabric.

**Trash Receptacles, daily**

Trash receptacles shall be emptied daily. Any public space planters shall be kept free of trash.

**Glass Partitions and Doors, daily & as necessary**

All public glass partitions and doors shall be spot cleaned daily and washed monthly.

**Vacuuming, daily**

All carpeted flooring shall be vacuumed daily.

**Carpet Spotting, as necessary**

Carpet spotting shall be done as necessary, using accepted commercial methods to remove spots which safely respond to these procedures. Spots that cannot be removed by these methods shall be reported to the Agent's representative.

**Air Grilles, monthly**

All air grilles shall be cleaned once each month.

**Window Blinds, daily and quarterly**

A sufficient number of window blinds shall be dusted daily, so that all blinds shall have been dusted every ninety (90) days.

**High Dusting, quarterly**

Pipes, ledges, moldings, etc., shall be dusted every three (3) months



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**Lighting Fixtures, *annually***

The exterior of all non-parabolic type lighting fixtures/diffusers shall be damp wiped annually.

**Window Cleaning, *bi-annually***

Clean the inside and outside of the windows.

**End of text of Exhibit G**



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**Exhibit H  
Telecommunication and Data Wiring and Service Connection**

**[attached]**

**End of text of Exhibit H**



**Exhibit I  
Suffolk County Living Wage Requirements  
As Last Revised by the Suffolk County Department of Labor on 5/12/04**

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk" (the "Living Wage Law"), all RFPs, County contracts and financial assistance agreements subject to the law shall contain the following two paragraphs or substantially equivalent language:

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk.

Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Suffolk County Local Law No. 18-2002, "A Local Law to Implement Living Wage Policy for the County of Suffolk" provided for certain amendments to the Living Wage Law.

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**Forms for Completion and/or Signature (as applicable)**

- **Suffolk County Department of Labor – Living Wage Unit  
Notice of Application for County Assistance (Contract)  
Form LW-1 (consists of 1 page)**
- **Suffolk County Department of Labor - Living Wage Unit  
Certification/Declaration – Subject to Audit  
Form LW-38 (consists of 1 page) (Replaces LW2, LW3 and LW33)**
- **Suffolk County Department of Labor – Living Wage Unit  
Request for General Living Wage Exemption  
Form LW-4 (consists of 1 page)**
- **Suffolk County Department of Labor – Living Wage Unit  
Request for Specific Living Wage Exemption  
Form LW-5 (consists of 2 pages)**



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Note: Pursuant to Section 7 of Local Law No.18– 2002, “A Local Law to Implement Living Wage Policy for County of Suffolk”, all covered employers subject to the provisions of the Living Wage Law shall submit a completed and sworn (under penalty of perjury) Certification/Declaration – Subject to Audit Form LW-38, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The complete Certification/Declaration – Subject to Audit Form LW-38 shall be made a part of any executed contract or project agreement and made available to the public upon request.

- 
- To certify Living Wage compliance: Return Forms LW-1 and LW-38.  
or
  - To certify non-applicability of Living Wage law: Return Form LW-38.  
or
  - To request and document a general living wage exemption: Return Forms LW-1, LW-38 and LW-4.  
or
  - To request and document a specific living wage exemption: Return Forms LW-1, LW-38 and LW-5.

- 
- In the event that there is a change in circumstances, it is the Contractor’s responsibility to submit to the County additional Living Wage forms which either replace or supplement prior submissions of Living Wage forms.
  - Living Wage Law Information Fact Sheet, text of the Local Law, Frequently Asked Questions, Forms, and Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us)

Click: Department Directory  
Labor  
Living Wage Law Info

- Suffolk County Department of Labor Living Wage Unit Tel. (631) 853-3808

**End of text of Exhibit I**



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**Exhibit J  
Environmental Conditions Writing**

**[attached]**

**End of text of Exhibit J**

**Exhibit K  
Public Disclosure Statements**

**[attached]**

**End of text of Exhibit K**

**Exhibit L  
Gratuities Law – Suffolk County Law Ch. 386**

**[attached]**

**End of text of Exhibit L**



**Exhibit M  
Child Sexual Abuse Reporting Policy**

**CHAPTER 577, Child Protection, ARTICLE IV, Child Sexual Abuse Reporting Policy [Adopted  
6-11-2002 by Res. No. 543-2002]**

**§ 577-16. Policy established.**

The County of Suffolk hereby establishes a formal child sexual abuse reporting policy as follows:

A. Each County Department that has a contract or agreement with any individual, partnership, corporation, joint venture, business organization, or other entity which receives payments from the County of Suffolk, either directly or as a conduit for payment from another level of government, shall notify such individual, partnership, corporation, joint venture, business organization, or other entity that Suffolk County requires full compliance with the reporting and disclosure provisions of Subsection C of this section, as a condition precedent to receipt of such payment and continuing receipt of such payment, in those instances in which an allegation has been made of sexual abuse of a minor by any employee or member of such contract vendor, including any member of the clergy, involving any of the following sex offenses:

- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
- (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
- (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
- (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
- (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
- (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
- (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
- (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
- (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
- (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
- (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
- (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
- (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
- (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;



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- (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, Section 130.85 (less than 18 years old, nonmedical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law.

B. Definitions. For the purposes of this article, the following terms shall have the meanings indicated:

CLERGY -- A duly authorized bishop, pastor, rector, priest, rabbi, minister, imam, nun, or a person having authority from, or in accordance with, the rules and regulations of the governing ecclesiastical body of the denomination or order, if any, to which the church belongs, or otherwise from the church, synagogue, or mosque to preside over and direct the spiritual affairs of the church, synagogue, or mosque, as the case may be.

MINOR -- Anyone under the age of 18 years of age;

C. All supervisory, administrative, or management employees of any individual, partnership, corporation, joint venture, business organization, or other entity receiving payment from the County of Suffolk, either directly or as a conduit for payment from another level of government, under agreement or contract with the County of Suffolk, shall report or cause a report to be made to 911 or the pertinent village, town, or county Police Department when he/she, or it has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another person or clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse under any of the following sex offenses, said reporting to occur within 24 hours after forming the reasonable cause or first learning of the allegations: [Amended 8-28-2002 by Res. No. 819-2002]

- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
- (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
- (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
- (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
- (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
- (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
- (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
- (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;



- (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
- (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
- (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
- (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
- (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
- (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
- (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, § 130.85 (less than 18 years old non-medical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.90 without consent to commit a felony) of the New York Penal Law;

D. Whenever a clergy person is required to report under this article, in his or her capacity as a member of the clergy, he or she shall immediately notify the person in charge of such church, synagogue, or mosque, or his or her designated agent, who shall then also become responsible to report or cause reports to be made to 911 or the pertinent village, town, or county Police Department when he or she has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse.  
[Amended 8-28-2002 by Res. No. 819-2002]

E. No information derived from a confession or confidential communication to a clergyman shall be disclosed pursuant to the requirements of this article if the confession or confidence is made to the clergyman in his or her professional capacity as a spiritual advisor, unless the person so confessing or confiding waives this privilege.

F. All contract vendors covered by this article shall inform all of their employees in writing as to the disclosure requirements of this article and shall also inform them that each of them must report any allegations of child abuse covered in paragraph (A) of the 1st RESOLVED clause of this article to supervisory, management, or designated administrative personnel of the employer.



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**§ 577-17. Failure to comply; penalties for offenses.**

Failure to comply with the terms and conditions of this article shall result in the following:

- A. First violation: the contract vendor shall be issued a warning and all supervisory, administrative, and management employees of such contract vendor shall be required to attend a child sexual abuse prevention/education workshop provided by a contract agency approved by the County of Suffolk via duly enacted resolution, which workshop shall include specific skills for adults to help prevent childhood sexual abuse; skills that adults can teach children to help protect themselves from childhood sexual abuse; skills for detecting the signs of childhood sexual abuse; and how to report allegations of childhood sexual abuse. The cost of this training shall be paid for by the contract vendor. In addition, the contract vendor shall submit a corrective plan of action to the Suffolk County Office of Labor Relations.
- B. Second violation within a three-year period subsequent to a first violation: the contract vendor shall be subject to a fine of 10% percent of the contracts that the pertinent violating individual supervisor, manager, or administrator oversees, not to exceed \$50,000. In addition, the contract vendor shall be put on probation for three years. An annual review shall be conducted by the Suffolk County Department of Audit and Control.
- C. Third violation within a three-year period subsequent to a first violation: the termination of the agreements with such individual, partnership, corporation, joint venture, business organization, or other entity overseen by the pertinent violating individual supervisor, manager, or administrator and the withholding of all payments to said individual, partnership, corporation, joint venture, business organization, or other entity for such agreements regardless of whether such payments are for past or future goods or services. The contract vendor shall not be eligible for funding from the County for three years from the date of such termination.

**§ 577-18. Authority to issue rules and regulations.**

The Suffolk County Department of Law is hereby authorized, empowered, and directed to issue and promulgate such rules and regulations as shall be deemed necessary and appropriate to implement the provisions of this article.

**End of text of Exhibit M**