

Law No. 20-CC-001

Modular Classroom Building -Eastern Campus

Resun Leasing Inc.

January 6, 2006

CORCHAUG BUILDING
EASTERN CAMPUS

Equipment 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

Resun Leasing Inc. (Lessor), a corporation duly qualified to do business in the State of New York, having an office at 221 South Street, New Britain, CT 06051.

Lessor hereto desire to lease to the **College** a modular classroom building (**Equipment**), as described in Exhibit A.

Term of Lease: *MS* ~~January~~ ^{February} 1, 2006 to ~~December~~ ^{January} 31, 2015 ¹⁶ with one (1) five-year option to renew. *SS CK*

Cost of Lease: \$28,669.00 per month for 120 months of initial lease term (total cost \$3,440,280.00); \$4,830.00 per month for 60 months of option lease term (total cost \$289,800.00). Any holdover will be subject to a 15% increase over the option monthly rental amount.

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

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

Resun Leasing Inc.

Suffolk County Community College

[Signature]
By: John Loeffrig
Vice President of Sales

[Signature]
By: Dr. Shirley J. Pippins
President

Date: 1-7-06

Date: 1/24/06

Approved As To Legality:
Christine Malafi
Suffolk County Attorney

Approved:
Suffolk County Community College

[Signature]
By: Basia Braddish
Assistant County Attorney

[Signature]
By: Charles K. Stein
Vice President for Business and Financial Affairs

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Exhibit A
General Terms and Conditions

Whereas, the College issued a Request for Proposals, advertised October 14, 2004, to lease to Suffolk County Community College a modular classroom building for its Eastern Campus, located in Riverhead, New York;

Whereas, Resun Leasing Inc. submitted a proposal on or about November 10, 2004 that demonstrates the best relevant experience and expertise, offers the best value to the College and will best serve the public interest; and

Whereas, on December 9, 2004, the Board of Trustees authorized a contract with Resun Leasing, Inc. (Resolution No. 2004.97);

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. Lessor Responsibilities

- a.** The duties of Lessor shall be to provide a high quality modular classroom building and related building systems, as described in Exhibit B, entitled "Description of Modular Building," and hereinafter referred to as "Equipment."
- b.** The Equipment shall be delivered and installed to a completely operational assembly at the College's Eastern Campus, 121 Speonk-Riverhead Road, Riverhead, New York at the site described in Exhibit C, entitled "Site Plan."
- c.** Lessor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Lease.
- d.** Lessor specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for particular duties they perform.
- e.** 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.

- f. The Lease payments shall be payable without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon the 1st day of January 2006 and on the same day in each succeeding month. Except as specifically provided in Paragraph 5, entitled “Lease Subject to Appropriation of Funds,” of this Exhibit A, the Lease payment will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any defects, malfunctions, breakdowns, or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

4. Delivery and Acceptance

- a. All transportation costs incurred by Lessor for the delivery and installation of the Equipment shall be borne by Lessor.
- b. The College shall indicate its acceptance of the Equipment by executing a Delivery and Acceptance Certificate in substantially the form provided in Exhibit D.
- c. In the event that the College occupies the Equipment prior to the execution of the Delivery and Acceptance Certificate, such occupancy shall constitute acceptance by the College, except that the College reserves the right to request or issue a Punch List of minor, insubstantial, or non-material details of construction, the performance of which Lessor shall commence and diligently pursue to completion within thirty (30) days of receipt.

5. Lease Subject to Appropriation of Funds

- a. It is understood by the parties hereto that this Lease is made subject to the amount of funds appropriated therefore and any subsequent modifications thereof for the period of this Lease by the Suffolk County Legislature, and no liability on account thereof shall be incurred by the College or County beyond the amount of funds appropriated by the aforesaid Legislature for the Program covered by this Lease.
- b. The College reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is the College’s intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard the College represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and College understand and intend that the obligation of the College to pay Lease Payments hereunder shall constitute a current expense of the College and shall not in any way be construed to be a debt of the

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College or County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the College, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the College.

- c. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, the College shall immediately notify Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the College of any kind whatsoever, except as the portions of Lease Payments herein agreed upon for which funds have been appropriated and budgeted. In the event of such termination the College agrees to peacefully surrender possession of the Equipment to Lessor or its assignee on the date of such termination, readied for shipment in accordance with manufacturer's specifications and dismantle and return freight prepaid and insured to a location designated by Lessor. The costs of dismantle and return freight are solely the responsibility of the College and if Lessor or its assignee performs the dismantle and return on behalf of the College, the College will pay Lessor's cost plus 15%. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, the College agrees
- i. that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other Equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and
 - ii. that it will not during the Lease Term give priority in the application of funds to any other functionally similar Equipment.

This paragraph will not be construed so as to permit the College to terminate this Lease in order to acquire or lease any other Equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. Not in Default

Lessor warrants that it is not in arrears to the College or County upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to the College.

7. Disclosure Statement

Lessor represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st

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day of January in each year of this Lease's duration. Lessor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Lease, for which the College shall be entitled, upon a determination that such breach occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Lease.

8. No Gratuity

Lessor represents and warrants that neither it nor any of its officials, employees, or agents has offered or given any gratuity to any official, employee or agent of Suffolk County, New York State or of any political party, with the purpose or intent of securing this lease or securing favorable treatment with respect to the awarding or amending of this lease or the making of any determinations with respect to the performance of this lease, and that the signer of this Lease has read and is familiar with the provisions of Local law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

9. Not a Co-Partnership or Joint Venture

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

10. Living Wage Law

This Lease is subject to the Living Wage Law, Chapter 347 of the Suffolk County Code, which law may be amended and/or changed at any time by the County. The law requires that, unless specific exemptions apply, all employers (as defined by law) under service contracts and recipients of County financial assistance (as defined by law) 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 Lease and to seek other remedies as set forth therein, for violations of this Law.

11. Child Sexual Abuse Reporting Policy

Lessor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," 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 with regard to child sexual abuse reporting policy.

12. Certification

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The parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid Agreements with the College or the County, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, the signatories to this Lease, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Lease.

13. Independent Contractor

It is expressly agreed that Lessor's status hereunder is that of an independent contractor. Neither Lessor nor any person hired by Lessor shall be considered employees of the College for any purpose.

14. Assignment

- a. Without Lessor's prior written consent, the College will neither:
 - i. assign, transfer, pledge, hypothecate, grant any security in or otherwise dispose of this Lease or the Equipment; nor
 - ii. sublet or lend the Equipment or permit it to be used by anyone other than the College or College employees.

- b. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part and the College's right will be subordinated thereto. . No such subordination 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. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Upon assignment of Lessor's interests herein, Lessor will cause written notice of assignment to be sent to the College which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. The College covenants and agrees with the Lessor and each subsequent assignee of the Lessor to maintain for the full term of this Lease a written record of each such assignment and reassignment. In compliance with Section 149 (a) of the Internal Revenue Code, the College agrees to affix a copy of each notification of assignment to its counterpart of the Lease. The College hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership of interests in and to this Lease and the Lessor hereby accepts its duties as agent hereunder.

15. Quiet Enjoyment

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Lessor covenants that if and so long as the College pays Monthly Lease Payments, and fully and faithfully performs the covenants hereof, the College shall peaceably and quietly have, hold and enjoy the Equipment for the Term, subject to the provisions of this Lease.

16. Surrender of Premises

On the Termination 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 and tear and damage for which the College is not responsible under the terms of the Lease, or 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 of the College's personal property. The costs of dismantle and return freight are solely the responsibility of the College and if Lessor or its assignee performs the dismantle and return on behalf of the College, the College will pay Lessor's cost plus 15%.

17. Severability

It is expressly agreed that if any term of provision of this Lease, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

18. Warranty

The Warranty Plan described in Exhibit G, entitled "Warranty Plan," is incorporated in this Lease.

19. Title to Equipment; Security Interest

During the term of this Lease Agreement, title to the Equipment and any and all additions, repairs replacements or modifications thereof, will rest in Lessor, subject to the rights of the College under this Lease. In the Event of Default as set forth in Paragraph 23, entitled "Event of Default," or as set forth in Paragraph 5, entitled "Lease Subject to Appropriation of Funds," the College will peacefully surrender possession of the Equipment to Lessor. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and any and all repairs, replacements or modifications thereto, in order to secure the College's payments of all Lease Payments and the performance of all other obligations of the College under this Lease. If requested by Lessor, the College agrees to execute such additional documents including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor which Lessor deems necessary or appropriate to protect its interest in the Equipment and in this Lease.

20. Use; Repairs

The College will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to such use. Except for ordinary wear and tear and as provided in the Warranty Plan described in Exhibit G, the College, at its expense, will keep the Equipment in good working order.

21. Alterations

The College will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment. Lessor shall retain title to any alterations, additions or improvements that cannot be readily removed without damage to the Equipment.

22. Location and Inspection

The Equipment will not be relocated from its initial location without Lessor's prior written consent that will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment location during reasonable business hours to inspect the Equipment or observe its use and operation, provided that Lessor has obtained the written consent of the College, which consent shall not be unreasonably withheld.

23. Risk of Loss; Damage; Destruction

The College assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve the College of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, the College will immediately place the same in good repair with the proceeds of any insurance recovery applied to cost of such repair. If Lessor reasonably determines that the Equipment is lost, stolen, destroyed or damaged beyond repair, the College, at the option of Lessor, will either (a) replace the same with like equipment in good repair and Lessor shall pay to the College any insurance recovery received by Lessor; or (b) on the next Lease date, pay Lessor:

- a. all amounts then owed by the College to Lessor under this Lease, including the Lease payment due on such date (but the College shall not be responsible for Lease payments or any other monies accruing after such date); and
- b. an amount equal to the then applicable replacement cost, less the amount of any insurance recovery received by Lessor.

Any obligation of the College for any future payments to Lessor shall cease after the College fulfills its obligations under Paragraphs 20(a) and (b), above.

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In the event that the College is obligated to make payment with respect to less than all of the Equipment, Lessor will provide the College with the pro rata amount of the Lease Payment and the replacement cost amount to be made by the College with respect to the Equipment which has suffered the event of loss, less the amount of any insurance recovery received by Lessor, and the Lease shall remain in full force and effect for all remaining Equipment.

24. Personal Property

The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate of any building thereon. If requested by Lessor, the College will, at the College's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

25. Liens and Taxes

The College shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. The College shall pay, when due, all charges and taxes (local, state and federal) which now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If the College fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, the College shall reimburse Lessor therefore.

26. Event of Default

The term "Event of Default," as used herein, means the occurrence of any one or more of the following events:

- a. The College fails to make any Lease payments (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for twenty (20) days after the due date hereof;
- b. The College fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor;
- c. The discovery by Lessor that any statement, representation, or warranty made by the College in this Lease or in writing ever delivered by the College pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;
- d. proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by the College, or a receiver or similar officer shall be appointed for College or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or

- e. an attachment, levy or execution is threatened or levied upon or against the Equipment.

27. Remedies

Upon the occurrence of an “Event of Default,” and as long as such “Event of Default” is continuing, Lessor may, at its option, exercise any one or more of the following remedies:

- a. By written notice of the College, declare all amounts equal to all accounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable;
- b. By written notice to the College, request the College to (and the College agrees that it will), at the College’s expense, promptly return the Equipment to Lessor; or
- c. Sell or lease the Equipment or sublease it for the account of the College holding the College liable for all Lease Payments and other payments due to the effective date of rental and other amounts paid by the Purchaser, the College or sub lessee pursuant to such sale, lease or sublease and the amounts payable by the College hereunder; and exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, the College will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

28. Notice Requirements/Contact Persons

a. Notices Relating to Payments, Reports or Other Submissions

Any communication, notice, claim for payment, report or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College

**By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service**

Charles K. Stein

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Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 32
Selden, New York 11784

For Consultant

**By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service**

John Loeffrig
Vice President of Sales
Resun Leasing Inc.
221 South Street
New Britain, CT 06051

James D. Sheets
Resun Leasing, Inc.
22810 Quicksilver Drive
Dulles, VA 20166
703-661-7282 (fax)

b. Notices Relating to Indemnification and Termination

Any communication or notice regarding indemnification or termination shall be in writing and shall be given to the County or Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College

**By Mail Registered or Certified Mail in Postpaid Envelope or by
By Nationally Recognized Courier Service**

Legal Affairs and Compliance Office
Suffolk County Community College
533 College Road, NFL 30
Selden, New York 11784

For Consultant

**By Mail Registered or Certified Mail in Postpaid Envelope or by
By Nationally Recognized Courier Service**

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John Liefbrig
Vice President of Sales
Resun Leasing Inc.
221 South Street
New Britain, CT 06051

James D. Sheets
Resun Leasing, Inc.
22810 Quicksilver Drive
Dulles, VA 20166
703-661-7282 (fax)

- c. Notices sent under paragraph 4(a) and 4(b) above shall be deemed to have been duly given (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof.
- d. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).
- e. **Notices Relating to Litigation**
 - i. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.
 - ii. In the event Lessor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Lessor shall immediately forward it to the Legal Affairs and Compliance Office, at the address set forth in paragraph 4(b) above, copies of all papers filed by or against Lessor.

29. 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.

30. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation that may be required to defend the other party, its employees

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and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Lease.

31. 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 Equipment, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

32. Civil Actions

Lessor represents that it shall not use any of the moneys received under this Lease, either directly or indirectly, in connection with the prosecution of any civil action against the College, the County of Suffolk or any of their programs, funded by the College or the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

33. 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 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.

34. Execution by Lessor

When Lessor is a partnership, the names of the partners composing the firm must be stated in the Statements required under Paragraph 7 of this Lease. The Lease must be signed with the partnership name, followed by the name of the partner signing the Lease.

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.

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.

35. Suffolk County Laws

A copy of the local laws referenced herein can be reviewed online at <http://www.co.suffolk.ny.us/legis/>.

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36. 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.

37. No Oral Changes

No modifications of this Lease shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

38. Governing Law

This Lease Agreement shall be construed in accordance with, and governed by, the laws of the State of New York.

End of text of Exhibit A

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Exhibit B
Description of Modular Building

[attached]

End of text of Exhibit B

Exhibit C
Site Plan

[attached]

End of text of Exhibit C

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January 6, 2006

Exhibit D
Delivery and Acceptance Certificate

Lease Agreement dated January 6, 2006, between Resun Leasing Inc. (Lessor) and Suffolk County Community College (College) for a high quality modular classroom building (Equipment).

The undersigned College hereby acknowledges receipt of the Equipment described above as fully installed and in good working condition and the College hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Lease Agreement executed by Lessor and College. The College agrees to make payments, as set forth in Paragraph 3 of Exhibit A of the Lease Agreement, beginning on the Commencement Date agreed to be ~~January~~ ^{February} 1, 2006.

Approved:
Suffolk County Community College

By: Charles K. Stein
Charles K. Stein
Vice President for Business and Financial Affairs

Date: January 24, 2006

Recommended:
Suffolk County Community College

By: Paul Cooper
Paul Cooper
Executive Director of Facilities and Technical Support
Date: 1/24/06

End of text of Exhibit D

**Law No. 20-CC-001
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Resun Leasing Inc.
January 6, 2006**

**Exhibit E
Equipment Replacement Value per letter dated [date]**

[attached]

End of text of Exhibit E

**Exhibit F
Certificate of Insurance**

[attached]

End of text of Exhibit F

**Exhibit G
Warranty Plan**

[attached]

End of text of Exhibit G

**Exhibit H
Board of Trustees Resolution Nos. 2004.97 Authorizing Lease Agreement**

[attached]

End of text of Exhibit H