

[REDACTED]

CONTRACT OF SALE

This **AGREEMENT**, made as of the date on which this Agreement is executed by the Seller, by and between the **COUNTY OF NASSAU**, a municipal corporation located in the State of New York, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 ("Seller"), and [REDACTED]

WITNESSETH:

1. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter contained, (a) the parcel of land which is designated as Section 14, Block 58, Lot 18 on the Nassau County Land and Tax Map (the "**Land**"), (b) all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damages to the Land by reason of change of grade of any street; (c) the appurtenances and all the estate and rights of Seller in and to the Land (the foregoing are, collectively, the "**Premises**").

2. Seller shall convey and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this Agreement, subject only to the following (collectively, the "**Permitted Encumbrances**"):
 - (a) Any state of facts an accurate survey of the Premises would show, provided that such state of facts does not render title uninsurable; should the Purchaser desire to obtain a survey of the Premises, the procurement and preparation of such survey shall be at the sole cost and expense of the Purchaser.
 - (b) All covenants, restrictions, easements, reservations and agreements of record, provided that the same are not violated by or prohibit the current use of the Premises;
 - (c) All recorded licenses and easements, if any, for public utilities and the rights of any utility company to maintain and operate lines, poles, cables and distribution boxes in, over and upon the Premises;
 - (d) Encroachments (1 foot or less), if any, upon and affixations, if any, to the Premises and/or walls, foundations or appurtenances of buildings located on adjoining property, as well as encroachments, if any, of building walls, foundations or appurtenances, belonging to the Premises upon adjoining property, provided that with respect to encroachments belonging to the Premises upon adjoining property, Purchaser's title insurance company shall insure that such encroachments may remain so long as the walls, foundations or appurtenances which so encroach may stand;

(e) Any laws, codes, regulations or ordinances, requirements and construction preconditions (including, but not limited to zoning, building and environmental matters) as to the use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental agency having jurisdiction, and all amendments and additions thereto now or which at Closing will be in force and effect, and any violations of such laws, codes, regulations, ordinances, requirements and conditions.

(f) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises;

(g) Recorded consents by Seller or any former owner of the Premises for the erection of any structure or structures on, under or above any streets or roads in front of or adjoining the Premises;

(h) The lien of real estate taxes, assessments, water and sewer charges and other charges of any kind or nature which are not due and payable prior to the Closing, subject to apportionment as provided for in this Agreement;

(i) The standard preprinted exceptions, stipulations and exclusions from coverage contained in any certificate of title or title policy issued to Purchaser by any title company authorized to issue title insurance in the State of New York, to the extent same are not modified herein.

3. (a) Purchaser shall pay to Seller for the Premises the sum of **TWO HUNDRED THOUSAND 00/100 DOLLARS (\$200,000.00)** (hereinafter, the "**Purchase Price**"), to be paid as follows:

(i) The sum of **TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) (the "Deposit" or the "Down Payment")** to be paid upon the execution of this Agreement by the Purchaser, to be held in escrow by the Seller until closing of title. The Deposit shall be paid by bank or certified check payable to the Seller. If the Purchaser fails to perform their obligations hereunder for any reason other than the County's willful default or the failure of the County to obtain all requisite County approvals to this sale, the County may terminate this contract of sale by notice to the Purchaser and may retain the Deposit as liquidated damages. If the sale of the Premises to the Purchaser is not approved by the County or the County is otherwise unable to perform its obligations under this contract, the County's sole liability shall be to return the Deposit to the Purchasers, without interest, whereupon this contract shall be null and void and of no further force and effect and neither party shall have any further liability to the other hereunder; and

(ii) The sum of **ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00)**, subject to adjustments, representing the balance of the Purchase Price to be paid upon the Closing (as such term is defined below), to be paid by bank or certified check payable to "County of Nassau."

(b) The Purchaser shall pay all recording fees, title premiums, municipal and other governmental search fees including but not limited to building, tax, bankruptcy, Patriot and other similar and customary title company search fees and charges including survey fees and any other title company fees, mortgage tax and any other fees customarily paid by the Purchaser relating to the sale of the Premises. In addition, the Purchaser shall pay all applicable transfer taxes.

4. If, at the Closing, the Premises are subject to any mortgage or mortgages, or lien or liens, other than that subject to which Purchaser has by this Agreement contracted to take title, the existence thereof shall not constitute a Title Objection (as defined in Paragraph 8 hereof) provided that such mortgage(s) or lien(s) are paid by Seller and instruments of satisfaction or discharge thereof are delivered at the Closing to be recorded at Seller's expense. At Seller's option, Purchaser shall advance from the cash balance of the Purchase Price an amount sufficient to pay said mortgage or mortgages, or lien or liens.

5. The closing of title hereunder (the "**Closing**") shall take place on or about June 11, 2025. The Closing shall be at Seller's office at One West Street, Mineola, New York 11501. Upon receipt of the balance of the Purchase Price, as aforesaid, Seller shall deliver an executed and acknowledged quitclaim deed for the Premises in statutory form for recording, sufficient to convey the fee simple title to the Premises. The deed shall contain a covenant by Seller as required by Section 13(5) of the New York Lien Law. For convenience, Seller may omit from the deed the recital of any or all of the "subject to" clauses herein contained and/or any other title exceptions, defects or objections which have been waived or consented to by Purchaser pursuant to and in accordance with this Agreement. The date on which the Closing shall take place is hereinafter referred to as the "**Closing Date**".

6. The items hereinafter set forth, as well as all other items usually adjusted, shall be apportioned on a per diem basis as of 11:59 P.M. of the day immediately preceding the Closing Date, all adjustments to be made on the basis of thirty (30) days in a month.

(a) Taxes. The Premises is presently exempt from the imposition of real estate taxes, but such real estate taxes may be re-imposed upon Closing. Vault charges and water and sewer rents, however, shall be apportioned all on the basis of the fiscal year for which assessed or imposed.

7. The Down Payment is hereby made a vendee's lien against the Premises but such lien shall not continue after the expiration or termination of this Agreement.

8. (a) A matter which: (i) renders title to the Premises uninsurable, (ii) is not a Permitted Encumbrance, (iii) the Title Insurer (as hereinafter defined) refuses to insure, without additional premium, against collection out of or enforcement against the Premises, (iv) is not included in Paragraph 4 hereof, or (v) Purchaser does not waive in writing, is hereinafter referred to as a "**Title Objection.**"

(b) Purchaser shall, within twenty (20) days from the date this Agreement is fully executed, deliver to Seller's attorney an examination of title in respect of the Premises from any reputable title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title insurance company (the "**Title Insurer**"). Seller shall be entitled to adjourn the Closing for a reasonable period in order to remove any such Title Objection. Seller's receipt of a title report shall be deemed notice of Purchaser's Title Objections.

(c) If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provision of this Agreement or if Purchaser shall have any other grounds under this Agreement for refusing to consummate the purchase provided for herein, Purchaser, nevertheless, may elect to accept such title as Seller may be able to convey with a credit against the monies payable at the Closing equal to the reasonably estimated cost to cure the same (up to the Maximum Expense Amount described below), but without any other credit or liability on the part of Seller. If Purchaser shall not so elect, Purchaser, as its sole and exclusive remedy, may terminate this Agreement and the sole liability of Seller shall be to refund the Down Payment to Purchaser. Upon such refund, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligations and liability other than any arising under Paragraph 12 hereof. Seller shall not be required to bring any action or proceeding or to incur any expense in excess of the sum of \$5,000 (the "**Maximum Expense Amount**") to cure any title defect or to enable Seller otherwise to comply with the provisions of this Agreement, but the foregoing shall not permit Seller to refuse to pay off at the Closing, to the extent of the monies payable at the Closing, any mortgages or liens on the Premises of which Seller has actual knowledge.

(d) The amount of any unpaid taxes, assessments, water charges and sewer rents, together with interest and penalties thereon to a date not less than two (2) business days after the Closing, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at Closing if Seller delivers to Purchaser on the Closing Date official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made at a reasonable time before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance. If the Title Insurer is willing to insure Purchaser that such charges, liens and encumbrances will not be collected out of or enforced against the Premises, and omitted from the policy, then Seller shall have the right in lieu of payment and discharge to deposit with the Title Insurer such funds or assurances or to pay such special or additional premiums as the Title Insurer may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the Title Insurer has agreed to insure shall not be considered Title Objections.

(e) Regardless of whether a violation has been noted or issued prior to or after the date of this Agreement, Seller's failure to remove or fully comply with any violation shall not constitute an objection to title; provided, however Seller shall pay any and all fines, penalties, and/or judgments, including interest, in connection with any such violations. Subject to the preceding sentence, Purchaser shall accept the Premises subject to all violations without any

liability of Seller with respect thereto or any abatement of or credit against the Purchase Price.

9. At the Closing, Purchaser shall deliver a check or checks to the Title Insurer payable to the order of the Title Company in the amount of the documentary stamps to be affixed to such deed in accordance with Article 31 of the Tax Law of the State of New York. Seller shall deliver copies of any required tax returns therefor executed by Seller. The above-mentioned check shall be a certified or official bank check if required by the taxing authority. Purchaser shall sign and swear to any such true and complete tax returns and cause the Title Insurer to deliver the check or checks and the return or returns to the appropriate officer promptly after the Closing.

10. Franchise or other similar taxes against any owner or others in the chain of title shall not constitute a Title Objection and shall not give Purchaser the right to reject title by reason thereof if the Title Insurer shall agree to insure without additional premium that such taxes will not be collected out of or enforced against the Premises and omit from policy.

11. Purchaser acknowledges and represents to Seller that neither Seller nor any agent or representative of Seller has made any statements or representations regarding the physical condition of the Premises, its zoning, its compliance with any environmental or occupational protection, pollution, subdivision or land use laws, rules, regulations or requirements, the state of title, the uses which can be made of the same, or the rents, income, expenses, operation or any other matter or thing affecting or relating to the Premises, or to any buildings or improvements thereon erected, except as expressly set forth in this Agreement. Purchaser is purchasing the Premises in its "AS IS" condition as of the date of this Agreement. All understandings and agreements heretofore had between the parties or their respective agents or representatives are merged in this Agreement which alone fully and completely constitutes this agreement. This Agreement has been entered into after full investigation; neither party is relying upon any statement or representation by the other unless embodied in this Agreement. Without limiting the provisions of this Paragraph 11, and notwithstanding anything to the contrary contained in this Agreement, Purchaser hereby releases Seller and (as the case may be) Seller's officer, employees, and agents from any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including attorney's fees, whether the suit is instituted or not), whether known or unknown, liquidated or contingent, arising from or relating to (i) any defects (patent or latent), errors or omissions in the design or construction of the Premises, whether same are the result of negligence or otherwise.

12. Purchaser represents to Seller that Purchaser did not negotiate with any brokers in connection with this transaction. Purchaser hereby agrees to indemnify, defend and hold Seller free and harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from any claim that may be made against Seller by any broker, or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Purchaser or Purchaser's representatives. Seller represents to Purchaser that Seller did not negotiate with any brokers in connection with this transaction. Seller hereby agrees to indemnify, defend and hold Purchaser free and harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and

disbursements) resulting from any claim that may be made against Purchaser by any other broker, or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Seller or Seller's representatives. The provisions of this Paragraph 12 shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

13. (a) In the event of a default by Purchaser hereunder, Seller's sole remedy shall be to retain the Down Payment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Down Payment constitutes a fair and reasonable amount of damages under the circumstances and its not a penalty, in which event this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except as set forth in Paragraph 12 hereof.

(b) If Purchaser shall have grounds under this Agreement for refusing to consummate the purchase provided for herein, the sole liability of Seller shall be to promptly refund the Downpayment to Purchaser and to reimburse Purchaser for (i) the cost of title examination, but not to exceed the amount charged by Purchaser's title company therefor without issuance of a policy, (ii) the cost of updating the existing survey of the Premises or the cost of a new survey of the Premises if no existing survey was delivered to Purchaser by Seller or the existing survey was not capable of being updated and a new survey was required by Purchaser's institutional lender and (iii) the cost of departmental searches.

(c) If Seller shall willfully default in the performance of its obligations under this contract, Purchaser shall have the right to seek specific performance of such obligations or damages for all loss, damage and expense suffered by Purchaser, including, without limitation, the loss of its bargain, excluding consequential or punitive damages.

14. (a) Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

- (i) by personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered);
- (ii) by Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier);
- (iii) by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk); or
- (iv) by electronic transmission (e-mail), telecopier or facsimile machine which automatically generates a transmission report that states the date and time of the

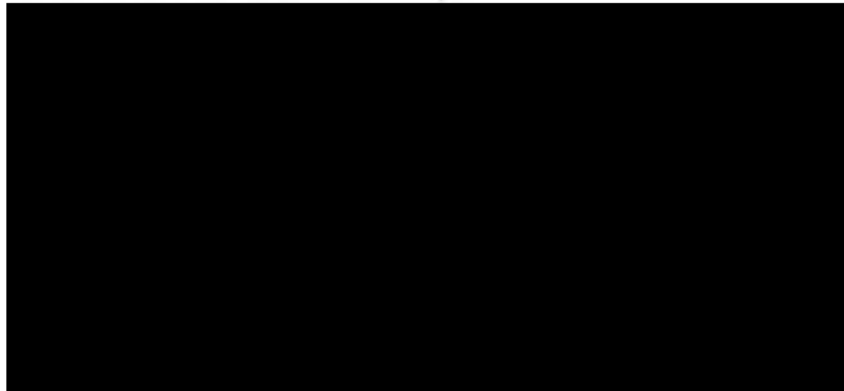
transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine (with a copy thereof sent in accordance with subparagraph (ii) or (iii) above) (any notice so delivered shall be deemed to have been received (1) on the date of transmission, if so transmitted before 5:30 p.m. (local time of the recipient) on a business day, or (2) on the next business day, if so transmitted on or after 5:30 p.m. (local time of the recipient) on a business day or if transmitted on a day other than a business day).

(b) All notices shall be addressed to the parties at the following addresses:

To Seller: Nassau County
Office of Real Estate Services
One West Street
Mineola, New York 11501
Attention: Mr. Kevin C. Walsh, Chief Real Estate
Negotiator and Special Counsel
Facsimile Number: (516) 571-3986
e-mail: kwalsh1@nassaucountyny.gov

with a copy to:

Nassau County
Office of the County Attorney
One West Street
Mineola, New York 11501
Attention: Mr. Nicholas DeSibio, Deputy County Attorney
Facsimile Number: (516) 571-4080
e-mail: ndesibio@nassaucountyny.gov



(c) Either party may, by notice given pursuant to the provisions of this Paragraph 14, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

15. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Seller, Seller shall on request deliver to Purchaser an affidavit in form acceptable to the Title Insurer showing that such judgments, bankruptcies or other returns are not against Seller so that the title company will omit said item.

16. Except as otherwise expressly provided to the contrary in this Agreement, no representations, warranties, covenants or other obligations of Seller set forth in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing.

17. Except such provisions stated to survive the Closing, the delivery and acceptance of the deed at the Closing, without the simultaneous execution and delivery of a specific agreement or terms in this Agreement which by its terms shall survive the Closing, shall be deemed to constitute full compliance by Seller with all of the terms, conditions and covenants of this Agreement on Seller's part to be performed.

18. Seller represents to Purchaser that Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA"). At the Closing, Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 15% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

19. (a) In addition to the other items referred to in this Agreement, Seller shall make the following deliveries to Purchaser on the Closing Date:

- (i) an ordinance of the Nassau County Legislature authorizing the sale and delivery of the deed; and
- (ii) such other documents, instruments and agreements which are reasonably necessary or appropriate in order to consummate the transactions contemplated hereby.

(b) In addition to the other items referred to in this Agreement, Purchaser shall make the following deliveries to Seller on the Closing Date:

- (i) if requested by the Title Insurer or reasonably requested by Seller, a Resolution of Purchaser's Board of Directors authorizing the purchase of the Premises, together with a certificate by the Secretary or Assistant Secretary of Purchaser certifying such Resolution; and
- (ii) such other documents, instruments and agreements which are reasonably necessary or appropriate in order to consummate the transactions

contemplated hereby.

20. Seller represents and warrants to Purchaser as follows, which representations and warranties shall be true and correct as of the date hereof and the Closing Date as follows (unless otherwise set forth herein):

(a) Seller is the sole owner of the Premises. There is no option to purchase the Premises or any right of first refusal or right of first offer to purchase the Premises.

(b) There are no actions, suits or proceedings pending or, to Seller's knowledge, threatened, in or by any court or governmental body against Seller which questions the validity of any action taken or to be taken pursuant to or in connection with the provisions of this Agreement or which would have a material adverse effect on Seller.

(c) No collective bargaining agreement concerning the Premises exists; no employment contract with any person who provides services to the Premises shall be binding upon Purchaser.

(d) To Seller's knowledge no incinerator, compactor, boiler or other burning equipment on the Premises is being operated in violation of applicable law. If copies of a certificate or certificates of operation therefor have been exhibited to and initialed by Purchaser or its representative, such copies are true copies of the originals.

(e) Seller has received no notice of and has no knowledge of any actual or proposed taking in condemnation of all or any part of the Premises.

(f) The Premises constitute one tax lot.

21. Condemnation. If after the execution and delivery of this Agreement and prior to Closing, any proceedings are instituted by any governmental authority which shall relate to the proposed taking of all or any portion of the Premises by eminent domain, or if any such proceedings are pending on the date of execution and delivery of this contract, or if all or any portion of the Premises is taken by eminent domain after the date of this contract and prior to the Closing, Seller shall promptly notify Purchaser in writing no later than two business days after Seller's receipt of any notification or the date of Closing, whichever occurs earlier. Purchaser shall thereafter have the right and option to terminate this contract by giving written notice to Seller within thirty (30) days after receipt by Purchaser of the notice from Seller or on the Closing Date, whichever is earlier. If the Closing Date was scheduled to occur after the institution of such proceeding, the Closing Date shall be deemed adjourned in order that Purchaser shall have its full thirty-day period within which to determine whether or not to proceed with Closing. If Purchaser timely terminates this contract, Purchaser shall be entitled to receive the Downpayment from Seller and this Agreement shall thereupon be terminated and become void and of no further effect, and neither party hereto shall have any obligations of any nature to the other hereunder or by reason hereof, except for those obligations and liabilities that are expressly stated to survive termination of this contract. If Purchaser does not elect to terminate this contract, the parties hereto shall proceed to the Closing provided that agreement

can be reached on an equitable adjustment of the purchase price. The provisions of this paragraph 21 shall survive the Closing.

22. Purchaser may not assign its rights and obligations hereunder without the prior written consent of Seller. Purchaser acknowledges and agrees that the assignee will be required to complete the Nassau County vendor disclosures in the Nassau County vendor disclosure portal and that the Seller's obligations in this Paragraph 22 are expressly conditioned upon the approval of the assignee as the contract vendee.

23. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, including, but not in any way limited to, any prior communications between the parties, are merged into this Agreement. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by duly-authorized representatives of all parties hereto or their respective successors in interest.

24. This Agreement and the Schedules annexed hereto (a) shall be governed by and construed in accordance with the laws of the State of New York and (b) shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto. For purposes of construction of this Agreement, provisions which are deleted or crossed out shall be treated as if never included herein.

25. This document is not an offer by Seller, and under no circumstances shall this Agreement have any binding effect upon Purchaser or Seller unless and until (i) duly-authorized representatives of Purchaser and Seller shall each have executed the same and delivered executed counterparts hereof to each other and (ii) Seller shall have obtained all requisite approvals, including, without limitation, approval by the Nassau County Legislature, Nassau County Comptroller and any other required governmental approvals.

26. If any provision of this Agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

28. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity other than the parties hereto.

29. Purchaser covenants and agrees that in no event will Purchaser record or cause to be recorded this Agreement or any memorandum hereof or affidavit, assignment or other document relating to this Agreement and that if Purchaser breaches the provisions of this

Paragraph, Seller shall have the option of terminating this Agreement and retaining the Down Payment as Liquidated damages in addition to any other rights that Seller may have.

30. If Seller is unable to transfer title to Purchaser in accordance with this Agreement, Seller's sole obligation shall be to refund to Purchaser the Down Payment together with any interest thereon, after which neither party shall have any rights or obligations to the other and this Agreement shall be null and void except with respect to the provisions of Paragraph 12 hereof.

31. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude any other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be waiver of any other or any subsequent breach hereof.

32. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs thereof, including, without limitation, reasonable attorneys' fees and disbursements for services rendered in connection with such litigation (including appellate proceedings and post judgment proceedings).

33. If the payment made on account of the Down Payment is by check, and if such check fails collection in due course, Seller, at its option, may declare this Agreement null, void and of no force and effect, and may pursue its remedies against Purchaser upon such check or in any other manner permitted by law, such remedies being cumulative.

34. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

35. Purchaser and any permitted assignee of Purchaser are not in arrears to Seller upon any debt or contract and are not in default as surety, contractor, or otherwise upon any obligation to Seller, including any obligation to pay taxes to, or perform services for or on behalf of, Seller.

36. BOTH PURCHASER AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

37. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Purchaser shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Purchaser on behalf of the County, whether such duties are related to this Contract or any other County contract or matter. As used herein, "anything of value" shall include, but not

be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Purchaser shall include the provisions of this subsection in each subcontract entered into under this Contract.

38 Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Purchaser has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Purchaser employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Contract. The Purchaser shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Contract.

39. PROFIT REVERTER. In the event that Purchaser executes and delivers documents which purport to grant and convey fee simple title to all or substantially all of the Premises (thereby excluding from the coverage of this section is a lease, a sublease, a permit, a license, an easement or a grant of similar limited scope or duration) within the ten (10) year period subsequent to the Closing (such period, the "Profit Reverter Period"), to any transferee other than a direct family member of Purchaser (hereinafter referred to as a "Triggering Transfer") then, and in that event, at the closing of title to the Premises, title to the Premises shall pass to the purported transferee according to the terms of the transfer by Purchaser, but the Seller shall be entitled to receive immediate payment from the Purchaser and the purported transferee, jointly and severally, of an amount equal to all cash proceeds of such transfer remaining after payment of all reasonable and customary brokerage, marketing and transaction expenses including legal fees and expenses (the "Net Cash Proceeds") derived by Purchaser from such Triggering Transfer in excess of the Purchase Price less the aggregate amount of (i) costs for improvements made to the Premises and fixtures (other than trade fixtures) affixed to the Premises by the Purchaser subsequent to the date of the Closing. For the sake of clarity, the Profit Reverter Period shall be for a period of ten (10) years from the date of the Closing. From and after the tenth (10th) anniversary of the date of the Closing no part of the foregoing provision shall apply to any transaction, and title to the Premises shall pass to the transferee thereof according to the terms of the transfer by the Purchaser and no portion of the proceeds derived by the Purchaser from any such transfer shall be payable to the Seller. The provisions of this Paragraph 39 shall be included as a covenant and restriction in the deed for this sale and shall survive the Closing for a period of ten (10) years following Closing.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date on which this Agreement is executed by Nassau County.

COUNTY OF NASSAU

By: _____

Name:

Title: _____ County Executive

