

**RESOLUTION NO. 845-2010, AUTHORIZING THE
EXTENSION OF THE LEASE OF PREMISES LOCATED AT
1869 BRENTWOOD ROAD, BRENTWOOD, NY FOR USE BY
THE DEPARTMENT OF HEALTH SERVICES**

WHEREAS, the County entered into a Lease with the Smithtown-based Landlord 1825 Brentwood Road Associates LLC on August 16, 1999 for premises located at 1869 Brentwood Road, Brentwood, NY; and

WHEREAS, the Department of Health Services has operated a health center at the premises and is desirous of remaining in that location; and

WHEREAS, the County's Department of Health Services utilizes this facility for clinical and administrative purposes to serve the constituents in and around the central Suffolk region by leasing 51,000 square feet from the Landlord; and

WHEREAS, the County's Department of Health Services currently seeks to increase its occupancy at the 1869 Brentwood Road address by 5,000 square feet, expanding the County's obligation to 56,000 square feet, to expand services and increase efficiencies resulting from facility improvements associated with a \$5 million HEAL grant from New York State; and

WHEREAS, the Landlord has expressed its willingness to the terms of an Amended and Restated Lease Extension, scheduled to expire July 31, 2022; and

WHEREAS, from August 1, 2010 through July 31, 2022 the annual rate of escalation shall increase from 1.75% to 2%; and

WHEREAS, the Space Management Steering Committee recommended the approval of the lease extension at its July 8, 2010 meeting; and

WHEREAS, sufficient funds are included in the 2010 Operating Budget for lease payments to be made in connection with the premises; now, therefore be it

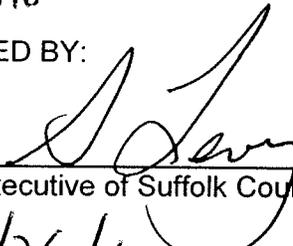
1st RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute the Amended and Restated Lease Extension for twelve (12) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

3rd **RESOLVED**, annual rent for the entire Premises commencing on August 1, 2014 shall be \$1,127,345.

DATED: **AUG 17 2010**

APPROVED BY:



County Executive of Suffolk County

Date: 8/26/10

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on August 17, 2010 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

A handwritten signature in cursive script that reads "Tim Laube".

Clerk of the Legislature

Intro. Res. 1801

Res. No. 845

August 17, 2010

Motion:

Romaine, Schneiderman, Browning, Muratore, Losquadro
Eddington, Montano, Cilmi, Lindsay, Vilorio-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Co-Sponsors:

Romaine, Schneiderman, Browning, Muratore, Losquadro
Eddington, Montano, Cilmi, Lindsay, Vilorio-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Second:

Romaine, Schneiderman, Browning, Muratore, Losquadro
Eddington, Montano, Cilmi, Lindsay, Vilorio-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

LD	Legislator	Yes	No	Abs	NP	R	
1	Edward P. ROMAINE						
2	Jay H. SCHNEIDERMAN						
3	Kate M. BROWNING						
4	Thomas MURATORE						
6	Daniel P. LOSQUADRO						
7	Jack EDDINGTON						
9	Ricardo MONTANO						
10	Thomas CILMI						
11	Thomas F. BARRAGA						
12	John M. KENNEDY, JR.						
13	Lynne C. NOWICK						
14	Wayne R. HORSLEY						
15	DuWayne GREGORY						
16	Steven H. STERN						
17	Lou D'AMARO						
18	Jon COOPER						
5	Vivian VILORIA-FISHER, D.P.O.						
8	William J. LINDSAY, P.O.						
	Totals	18					

MOTION	
<input checked="" type="checkbox"/> Approve	
Table: _____	
Send To Committee _____	
Table Subject To Call _____	
Lay On The Table _____	
Discharge _____	
Take Out of Order _____	
Reconsider _____	
Waive Rule _____	
Override Veto _____	
Close _____	
Recess _____	
APPROVED <input checked="" type="checkbox"/>	FAILED _____
No Motion _____	No Second _____

RESOLUTION DECLARED
<input checked="" type="checkbox"/> ADOPTED
NOT ADOPTED _____

Tim Laube

Tim Laube, Clerk of the Legislature

Roll Call _____ Voice Vote

1801

AMENDMENT AND RESTATEMENT LEASE EXTENSION

between

1825 BRENTWOOD ROAD ASSOCIATES

as LESSOR

and

COUNTY OF SUFFOLK

as COUNTY

Dated as of July , 2010 for Reference Purposes

Premises: 1869 Brentwood Road, Brentwood, New York

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1: DESCRIPTION	4
SECTION 2: PURPOSE.....	4
SECTION 3: TERM	5
SECTION 4: RENT	5
SECTION 5: REAL ESTATE TAXES	7
SECTION 6: UTILITIES	8
SECTION 7: PARKING	8
SECTION 8: DELIVERY AND CONDITION	9
SECTION 9: PREPARATION OF PREMISES BY LESSOR.....	12
SECTION 10: CONFORMITY TO PLANS AND SPECIFICATIONS	15
SECTION 11: PREVAILING WAGE	15
SECTION 12: APPRENTICESHIP PROGRAMS	16
SECTION 13: LAWFUL HIRING OF EMPLOYEES IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION	17
SECTION 14: RENT ADJUSTMENT FOR IMPROPER OR ILLEGAL ACTIVITY	17
SECTION 15: RIGHT OF ENTRY - INSPECTION.....	18
SECTION 16: EFFECT OF ACCEPTANCE AND OCCUPANCY	19
SECTION 17: CARE AND REPAIR OF PREMISES BY COUNTY	19
SECTION 18: ALTERATIONS.....	19
SECTION 19: CARE OF PREMISES BY LESSOR.....	20
SECTION 20: INSURANCE	22
SECTION 21: INDEMNIFICATION	24

SECTION 22: FIRE AND CASUALTY DAMAGE24

SECTION 23: AIR QUALITY.....25

SECTION 24: NEGATIVE COVENANTS25

SECTION 25: LESSOR'S DEFAULT REMEDIES/DAMAGES26

SECTION 26: COUNTY'S DEFAULT REMEDIES/DAMAGES28

SECTION 27: FAILURE IN PERFORMANCE.....29

SECTION 28: LESSOR'S RIGHT TO INSPECT AND REPAIR; ACCESS
GENERALLY30

SECTION 29: SURRENDER OF PREMISES; HOLDOVER30

SECTION 30: NOTICES31

SECTION 31: SUBORDINATION, NONDISTURBANCE AND ATTORNMENT32

SECTION 32: ASSIGNMENT AND SUBLETTING34

SECTION 33: LESSOR'S RIGHT TO SHOW PREMISES36

SECTION 34: EMINENT DOMAIN.....36

SECTION 35: ENVIRONMENTAL RESPONSIBILITIES38

SECTION 36: SIGNAGE.....39

SECTION 37: QUIET ENJOYMENT39

SECTION 38: NO IMPLIED WAIVER39

SECTION 39: SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS40

SECTION 40: ADDITIONAL DISCLOSURE REQUIREMENTS.....40

SECTION 41: COOPERATION ON CLAIMS41

SECTION 42: MISCELLANEOUS.....41

SECTION 43: NOT A CO-PARTNERSHIP41

SECTION 44: BROKER41

SECTION 45: CERTIFICATION41

SECTION 46: NOT IN DEFAULT..... 42

SECTION 47: GOVERNING LAW 42

SECTION 48: WAIVER OF TRIAL BY JURY 42

SECTION 49: CIVIL ACTIONS 42

SECTION 50 SUCCESSORS BOUND 42

SECTION 51: COUNTY REPRESENTATIVES 42

SECTION 52: INDEPENDENT CONTRACTOR 42

SECTION 53: EXECUTION BY LESSOR..... 43

SECTION 54: SUFFOLK COUNTY LAWS 43

SECTION 55: APPROPRIATION OF FUNDS 43

SECTION 56: IDENTIFICATION NUMBER 44

SECTION 57: PARAGRAPH HEADINGS..... 44

SECTION 58: SEVERABILITY..... 44

SECTION 59: ENTIRE AGREEMENT 44

SECTION 60: NO ORAL CHANGES..... 45

SECTION 61: INTERPRETATION 45

AGREEMENT OF LEASE

THIS AMENDED AND RESTATED LEASE EXTENSION AGREEMENT (“Amended and Restated Lease Extension”) made as of the ___ day of August, 2010, between 1825 Brentwood Road Associates, LLC, organized and existing under the laws of the State of New York, with an address at 444 Route 111, Suite 1, Smithtown, NY 11787 (“LESSOR”), and the COUNTY OF SUFFOLK, a municipal corporation with an address at County Center, Riverhead, New York 11901 (“COUNTY”), acting through its duly constituted Department of Public Works (“Department”), located at 335 Yaphank Avenue, Yaphank, New York 11980 on behalf of the Department of Health Services (“User Department”).

WHEREAS, COUNTY currently leases approximately 51,000 square feet of space in a building located at 1869 Brentwood Road, Brentwood New York 11717 (the “Demised Premises”), for use by the Department of Health Services, pursuant to a lease which expires on or about August 15, 2014 (the “Original Lease”); and

WHEREAS, the COUNTY is desirous of leasing an additional 5,000 square feet of space which the LANDLORD agrees to construct for the COUNTY’s use; and

WHEREAS, in addition to increasing the size of the leasehold, COUNTY and LESSOR desire to extend the lease term for the entire 56,000 square feet through July 31, 2022; and

WHEREAS, it is the desire of COUNTY and LESSOR to amend and restate the lease in a single lease document;

NOW, THEREFORE, LESSOR and the COUNTY, in consideration of the mutual covenants contained herein, hereby enter into a lease for the Premises upon the terms, covenants and conditions set forth below:

WITNESSETH:

SECTION 1. DESCRIPTION

Section 1.01 In consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Amended and Restated Lease Extension, LESSOR hereby agrees to lease to COUNTY approximately 56,000 total square feet of building space, comprised of 51,000 square feet existing space (hereinafter the “Existing Space”) and 5,000 square feet of space to be constructed (the newly constructed space hereinafter referred to as the “Addition”), and related facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Amended and Restated Lease Extension (as more fully described in the “Demising Plan” attached hereto as **Exhibit A**), located at 1869 Brentwood Road, New York, and as shown in the legal description and survey attached hereto as **Exhibit B**, and further identified as a portion of:

Section 1.02 The parties hereto acknowledge that the COUNTY is not, as of the date of execution of this Amended and Restated Lease Extension, in default under the Original Lease and that all payments required under the Original Lease have been paid in full by the COUNTY; there shall be no surviving cost or obligations to the COUNTY under the Original Lease except for any tax increases that were not billed by applicable taxing authorities to date.

<u>S.C. Tax Map No.</u>	<u>Dist.</u>	<u>Sect.</u>	<u>Blk</u>	<u>Lot</u>
	0500	137	04	016

The 56,000 square feet of building space and related facilities, property improvements, permanent installations, and the land on which the building space is sited hereinafter are collectively referred to as the "Premises."

SECTION 2. PURPOSE

Section 2.01 The parties acknowledge that COUNTY is a municipal corporation and is entering into and executing this Amended and Restated Lease Extension by virtue of the authority of Suffolk County Resolution No. ____ - 2010, dated the ____ day of ____, 2010 (the "Resolution"), for the use, purpose, and intent expressed in the Resolution, that the Resolution is incorporated herein by reference, and further that LESSOR has examined the Resolution and is fully aware of its intended purpose. COUNTY acknowledges and agrees to use the Premises as specified in the Resolution for a Health Center, or other lawful municipal purpose.

Section 2.02 LESSOR warrants that it holds such title to or other interest in the Premises and other property as is necessary to give and fully provide the COUNTY with access to the Premises and full use and enjoyment thereof in accordance with the provisions of this Amended and Restated Lease Extension.

Section 2.03 LESSOR warrants that the intended use of the Premises is a permitted use under LESSOR's title to the Premises and that LESSOR knows of no covenant, restriction, or other agreement which 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 issuance of the title insurance policy.

SECTION 3. TERM

Section 3.01 The term of this Amended and Restated Lease Extension and COUNTY's obligation to pay rent shall commence on August 1, 2010, or upon final execution of this Amended and Restated Lease Extension, whichever is later. (the "Commencement Date"). The "Term" of this Amended and Restated Lease Extension shall expire on July 31, 2022 (the "Expiration Date"), or on such earlier date as this Amended and Restated Lease Extension may terminate or expire as provided for herein; provided, however, that if such date does not fall on a "Business Day," defined below, then this Amended and Restated Lease Extension shall end on the next Business Day.

For the purposes of this Amended and Restated Lease Extension and all agreements supplemented to this Amended and Restated Lease Extension, the term "Business Day" means 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.

SECTION 4. RENT

Section 4.01 “Total Rent” for the Premises shall be in accordance with the “Rent Schedule” set forth as **Exhibit C**, which includes amounts for base year Real Estate Taxes (in accordance with Section 5, below), a construction allocation, and Common Area Maintenance charges (“CAM”). For purposes of this Lease, CAM means the total cost and expenses relating to the benefit of a common area and not for the benefit of a specific tenant and incurred in operation, equipping, maintaining insuring, replacing, repairing and policing the property, including any parking area, sidewalks and ramps, including without limitation surcharges levied upon or assessed against parking spaces or areas, payments toward mass transit or car polling facilities or otherwise as required by federal, state or local governmental authorities, costs and expenses in connection with maintaining federal, state, or local government ambient air and environment standards, and the cost of all materials, supplies and services purchased or hired therefore; the cost and expenses of landscaping, gardening and planting, cleaning, painting (including line painting), decorating, security, paving, lighting, sanitary control, drainage, exterminating, and removal of snow and ice, trash, garbage and other refuse; fire protection; water and sewerage charges, electricity, plumbing and other utilities, and all hookup, connection, availability and standby fees pertaining to utilities; professional fees; operation of loudspeakers and any other utility systems, and sanitary; the cost of personnel (including without limitation applicable payroll taxes, worker’s compensation insurance, disability insurance and fringe benefits) to implement all of the foregoing, including the policing of the common areas and the directing of traffic and parking automobiles on the parking areas thereof.

Section 4.02 Upon the Commencement Date, County shall pay Total Annual Rent for the Existing Space as set forth in Section I of the Rent Schedule, 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, except, however, the first monthly payment shall be payable within thirty (30) days of the COUNTY’s receipt of a signed voucher, in accordance with *Section 4.06* below. Upon “Delivery,” of the Addition, Total Annual Rent payable by the County shall be the sum of the Total Annual Rent for the Existing Space payable under Section I of the Rent Schedule plus Total Annual Rent for the Addition payable under Section II of the Rent Schedule. Partial months shall be prorated. As of July 1, 2014, Total Annual Rent for the entire Premises shall be as set forth in Section III of the Rent Schedule. The term “Delivery” is defined at *Section 8.01* below.

Section 4.03 LESSOR recognizes that COUNTY is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations, and proceedings of said municipality require that the payment of Total Rent shall only be made in accordance with such statutes. As part of said procedures, it is necessary that LESSOR submit vouchers provided by COUNTY for the payment of Total Annual Rent hereinabove provided, and any other reasonable documentation as may be required by COUNTY for payment of Expenses, as defined in *Section 4.04*, or other charges under the terms of this Amended and Restated Lease Extension. LESSOR hereby agrees to submit such vouchers and all reasonable documentation of Expenses or other charges timely and as may be reasonably requested by COUNTY’s Department of Audit and Control within one hundred eighty (180) days of incurring the cost or expense relating to the request for payment. COUNTY agrees to deliver vouchers to LESSOR at least ten (10) Business Days after a request from LESSOR for a voucher(s) to be submitted for payment of an Expense. Failure to submit the vouchers within one hundred and eighty (180) days of the cost or expense being incurred shall constitute grounds for the COUNTY to deny payment for the same. If COUNTY fails to deliver the vouchers as required hereunder, then LESSOR shall not be required to submit the undelivered vouchers as a condition to its right

R-0944

to receive any payment to which such voucher relates, and the failure of LESSOR to submit such undelivered voucher to COUNTY shall not prevent or constitute a condition to LESSOR's ability to exercise its rights pursuant to **Section 25**. Once completed by LESSOR, LESSOR shall submit the vouchers to COUNTY. By submitting completed vouchers for Total Annual Rent, LESSOR shall have satisfied its obligation to request payment of Total Annual Rent hereunder for the entire calendar year.

Section 4.04 Any sums, charges, fees, expenses, or amounts to be paid by COUNTY pursuant to the provisions of this Amended and Restated Lease Extension, other than Total Rent, shall be designated as and deemed to be "Expense(s)" and shall be payable by COUNTY to LESSOR, as additional rent, within ninety (90) days after LESSOR gives COUNTY written notice that such payment is due, together with a voucher, and any supporting documentation reasonably required by COUNTY, for the amount of such Expense, unless otherwise provided in this Amended and Restated Lease Extension, except that any Expense submitted for the payment of "Real Estate Taxes," defined at *Section 5.01* shall be payable within thirty (30) days after LESSOR has given COUNTY written notice that such payment is due, together with a voucher and supporting documentation.

SECTION 5. REAL ESTATE TAXES

Section 5.01 LESSOR shall pay all "Real Estate Taxes," as defined below, during the entire Term of this Amended and Restated Lease Extension. COUNTY agrees to pay, as an Expense, its "Proportionate Share" of an increase in Real Estate Taxes levied upon the building and land of which the Premises form a part over "Base Year Taxes". For purposes of this Lease, "Proportionate Share" means 33.8% of that portion of a tax increase over and above Base Year Taxes prior to the delivery of the Addition and 37.1% of that portion of the tax increase over and above Base Year Taxes including the Addition. The term "Base Year Taxes," is defined as \$115,260 per year for the Existing Space, and \$126,560.00 per year for the Existing Space and the Addition, and assuming no other improvements or modifications to the Property. No increase in real estate taxes shall be applicable to County due to a sale or refinancing of the Property.

The term "Real Estate Taxes" shall mean and be deemed to include all real property 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.

Section 5.02 It is understood that the Real Estate Taxes may include assessments for other existing buildings and/or existing improvements on the tax parcel in addition to the building wherein the Premises are located N/A. Notwithstanding anything in *Section 5.01* to the contrary, in the event LESSOR shall make additions or improvements to the tax parcel of which the Premises are a part, either for its own use or for use by occupants other than the COUNTY, COUNTY shall pay only its Proportionate Share of any increase, which Proportionate Share shall be determined as the ratio of the square footage of the Premises to the total square footage of the

buildings and improvements now or hereinafter erected upon the tax parcel upon which the Premises are located.

Section 5.03 Any and all demands by LESSOR to the COUNTY for reimbursement by the COUNTY of the increase in "Real Estate Taxes" shall be submitted to the COUNTY within one hundred eighty (180) days of the receipted tax bill. Failure to timely submit the receipted tax bill shall result in forfeiture of the right to reimbursement described under this paragraph heading. LESSOR shall not be penalized nor shall COUNTY be subject to any forfeiture of Expenses if LESSOR's receipt of any paid bill for taxes or special assessments is delayed for reasons beyond LESSOR's control.

Section 5.04 COUNTY shall not be responsible to pay interest on any unpaid installment due to a late payment of any Real Estate 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.

Section 5.05 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 COUNTY so that COUNTY shall pay only that portion of such Real Estate Taxes allocable to the portion of such fiscal period which coincides with the Term, and LESSOR shall pay the remainder thereof.

Section 5.06 COUNTY, at its own cost and expense, upon not less than thirty (30) days prior written notice to LESSOR, and provided LESSOR has not already done so, shall have the right, but not the obligation, to contest or review by legal proceedings, any Real Estate Taxes imposed upon or against the Premises. 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 COUNTY, be reduced, cancelled, set aside or to any extent discharged, COUNTY 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 or contested claims, and shall receive any refund on such charges previously paid by COUNTY. In the event LESSOR brings such legal proceedings, any amount refunded to COUNTY may be reduced by the actual and customary costs and expenses incurred by LESSOR in instituting the successful proceeding.

Section 5.07 In the event that COUNTY 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 own 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 COUNTY 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.

SECTION 6. UTILITIES

Section 6.01 LESSOR shall provide the utility service connections, and telecommunication and data wiring service connections to the newly constructed portion of the Premises as required in the "Approved Final Plans and Specifications," defined at *Section 9.02(iv)*, 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.

Section 6.02 All costs, fees, and charges for public or private utility services for the Premises during the Term (i.e., water, gas and electric), together with any taxes thereon, shall be a COUNTY charge and shall be paid by COUNTY directly to the applicable utility company. Any utility connections required to be made following the Commencement Date shall be a COUNTY charge. Other services shall be paid as indicated on the "Landlord-Tenant Responsibilities Sheet" annexed as **Exhibit D**.

SECTION 7. PARKING

Section 7.01 During the term of this Amended and Restated Lease Extension, where the Premises are part of a building occupied by other parties, LESSOR shall not provide exclusive parking spaces for any tenants in such building.

Section 7.02 During the term of this Amended and Restated lease Extension, LESSOR shall provide adequate, unobstructed, paved parking spaces contiguous to the subject building and under the control of LESSOR, which parking spaces shall be in compliance with all requirements of any "Governmental Authority" in connection with the issuance of all permits and approvals necessary to effect Delivery.

For purposes of the Amended and Restated Lease Extension, "Governmental Authority" means 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 Building.

SECTION 8. DELIVERY AND CONDITION

Section 8.01 As to the Existing Space, LESSOR and COUNTY acknowledge and agree that COUNTY has been using and occupying the Premises for a continuous period and TENANT hereby accepts the Premises in their "as is" condition, subject to LANDLORD's ongoing obligation to maintain the Premises and perform required repairs and replacements in accordance with this Amended and Restated Lease Extension.

Section 8.02 LESSOR shall deliver possession of the Addition to COUNTY "Substantially Complete," as defined in *Section 8.05*, (the "Delivery") within sixty (60) days subsequent to the execution of this Amended and Restated Lease Extension by LESSOR and COUNTY ("LESSOR's Work Period")), but in no event later than January 1, 2011; provided, however, that LESSOR's Work Period shall be extended by one day for each day of delay in LESSOR's effecting the Delivery which results from a "Excusable Delays," defined below. With respect to LESSOR's obligation to deliver the Addition Substantially Complete by the delivery date, time is of the essence and failure to deliver the Addition by such date shall be grounds to terminate this Amended and Restated Lease Extension.

As used in this Amended and Restated Lease Extension, the term "COUNTY Delay" means any delay in LESSOR's construction of the Premises by reason of, or caused by, any unauthorized act or omission of any nature by COUNTY including, without limitation, (a) COUNTY's failure or

unauthorized delay to approve any plans or specification requiring COUNTY's approval in accordance with the provisions of, and within the time periods set forth in this Amended and Restated Lease Extension , (b) any changes requested by COUNTY to the "Submission," as defined in *Section 9.02(iv)*, and (c) any work to be performed by COUNTY, as set forth in *Section 8.03* below.

As used in this Amended and Restated Lease Extension, the term "Excusable Delays" means delays arising without the fault or negligence of LESSOR or 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 (e.g., failure by the governmental authorities to issue permits and approvals required for LESSOR's Work), or other unforeseeable causes beyond the control and without the fault or negligence of LESSOR, its contractors, and subcontractors.

Section 8.03 Any modification of the Submission, as defined in *Section 9.02(iv)*, must be approved in writing by LESSOR and COUNTY, and such modification must set forth any extension of LESSOR's Work Period. Any modification of the Submission, without the agreed upon extension of LESSOR's Work Period by the parties, shall be deemed not to extend LESSOR's Work Period. In the event COUNTY fails to approve (or specifically disapprove) of any modification of the submission within five (5) business days after LESSOR's request therefor, such modification (along with the time period set forth in such proposed modification for the extension of LESSOR's Work Period) shall be deemed approved for purposes of this Amended and Restated Lease Extension. If COUNTY shall disapprove the proposed modification, then COUNTY shall provide LESSOR with a written response to the modification specifically detailing which aspects of the modification COUNTY disapproves. If COUNTY shall fail or refuse to provide such written response to the proposed modification, then notwithstanding COUNTY's disapproval, the proposed modification shall be conclusively deemed to have been approved by COUNTY. Any work performed by COUNTY which hinders, delays, postpones, or alters any of "LESSOR's Work," as defined at *Section 9.02(v)*, shall constitute a COUNTY Delay. LESSOR shall notify COUNTY of any event or occurrence that constitutes a COUNTY Delay as soon as reasonably possible after the happening of such event or occurrence, but in no event later than seven (7) days after the alleged event or occurrence. Notwithstanding anything to the contrary contained in the preceding sentence, any delay by LESSOR in so notifying COUNTY shall not excuse the COUNTY Delay but shall shorten the period thereof to the extent COUNTY was actually prejudiced by LESSOR's delay in so notifying COUNTY.

Section 8.04 If LESSOR is unable to effect Delivery on or before the expiration of LESSOR's Work Period, then during the period commencing on the date which is fifteen (15) days subsequent to the last day of LESSOR's Work Period ("LESSOR's Extension Period"), LESSOR shall pay COUNTY damages on account of such delay in effecting Delivery in the amount of five hundred dollars (\$500.00) per day, for each and every day after the expiration of the LESSOR's Extension Period that Delivery has not been effected until the date that Delivery is effected; provided, however, that LESSOR's Extension Period shall be extended by one day for each day of delay in LESSOR's effecting Delivery which results from a COUNTY Delay or Excusable Delays. LESSOR shall, within ten (10) days from the beginning of any such delay, provide notice to COUNTY of the causes of any such delay to the extent that LESSOR has actual knowledge of the cause. This remedy is not exclusive, but is in addition to any other remedies that may be available under this Amended and Restated Lease Extension or at law.

Section 8.05 The Premises shall be deemed “Substantially Complete” upon the occurrence of all the following: (i) LESSOR has given written notice to the Suffolk County Department of Public Works (the “Department”) that construction of the Premises has been completed in accordance with the Submission, defined at *Section 9.02(iv)*, and also known as “LESSOR’s Work,” notwithstanding that certain minor, insubstantial, or non-material details of construction, demolition, site-work, mechanical adjustment, and/or decoration, which do not materially interfere with or materially diminish the COUNTY’s access, occupancy, possession, or use of enjoyment thereof (collectively “Punch List Items”) are incomplete or remain to be performed, and that all other things necessary for the COUNTY’s access to the Premises and occupancy and possession, use and enjoyment thereof, as provided in this Amended and Restated Lease Extension, have been substantially completed; and (ii) LESSOR has delivered, vacant and broom clean, possession of the Premises to COUNTY such that COUNTY may conduct its business in accordance with the permitted uses of the Premises; (iii) issuance of a Certificate of Occupancy. Unless LESSOR’s failure to provide such Certificate of Occupancy shall be the result of the negligent acts or omissions by LESSOR, such failure to deliver a Certificate of Occupancy shall constitute an Excusable Delay provided LESSOR shall have submitted an application for a Certificate of Occupancy for the Premises to the appropriate municipal agency at least thirty (30) days prior to the expiration of the LESSOR’s Extension Period.

Section 8.06 The performance of Punch List Items shall be commenced and thereafter diligently pursued to completion by LESSOR within thirty (30) days of its receipt of a letter and description of the Punch List Items, which letter shall also indicate the COUNTY’s acceptance of the Premises and the Commencement Date; provided, however, that such thirty (30) day period shall be extended to the extent of any delays in LESSOR’s completion thereof due to or resulting from (a) COUNTY Delay, (b) Excusable Delays, and/or (c) such Punch List Items pertaining to items of a special, custom, or particular nature requiring special, extraordinary or non-customary fabrication, purchasing, ordering, procurement, assembly, or installation.

Section 8.07 Subject to *Section 8.06*, in the event LESSOR fails to complete the Punch List Items within ninety (90) days of its receipt of the written Punch List Items, COUNTY shall be entitled to complete the Punch List Items upon providing LESSOR ten (10) days written notice of its intent to cure the Punch List Items. In the event that COUNTY completes the Punch List Items in accordance herewith, COUNTY may recover from the LESSOR the actual costs of completing the same. In addition to the actual costs incurred by COUNTY in connection with completing the Punch List Items, COUNTY may also recover from LESSOR damages, in the amount of 5% of the actual cost incurred, for the administrative costs incurred in connection with curing the Punch List Items.

Section 8.08 LESSOR acknowledges that subsequent to the Delivery of the Addition, COUNTY shall be constructing tenant improvements to the Premises. LESSOR shall use commercially reasonable efforts to coordinate the completion of Punch List items so as to minimize interference with COUNTYs construction of the tenant improvements.

Section 8.09 Upon completion of the tenant improvements, COUNTY shall, at no cost to LESSOR, deliver to LESSOR one (1) copy of the operations and maintenance manuals for all systems and equipment installed in the Premises for which LESSOR is responsible and one (1) copy of the plans and specifications which show the actual (“as built” conditions) construction for the COUNTY’s Improvements.

Section 8.10 The Addition, as a whole, shall be delivered to COUNTY rodent, vermin, and insect free and further, during the Term of this Amended and Restated Lease Extension, LESSOR, shall provide for the Premises preventative, and any and all necessary exterminating, fumigating, or treatment for a rodent, vermin or insect infestation reported by the COUNTY, or discovered by LESSOR; such extermination, fumigation, or 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.

Section 8.11 LESSOR shall cure "Latent Defects" relating to LESSOR's Work, defined below, within sixty (60) days of the receipt of a letter from COUNTY identifying, in writing, the Latent Defects; provided, however, that such sixty-day (60) period shall be extended to the extent of any delays in LESSOR's completion thereof due to or resulting from: (a) COUNTY 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. Notwithstanding anything to the contrary contained in this *Section 8.10*, LESSOR shall not be required to cure any Latent Defects not identified by COUNTY, in writing, within one (1) year after the Commencement Date.

For purposes of this Amended and Restated Lease Extension, the term "Latent Defects" means defects in the construction of the Addition which COUNTY could not reasonably be expected to discover in its reasonable inspection of the Premises in connection with the Delivery.

Section 8.12 Notwithstanding the foregoing provisions of this **Section 8**, LESSOR understands that the COUNTY's interest in extending the lease term pursuant to this Amended and Restated Lease Extension is premised upon the receipt of a HEAL 6 Grant from the State of New York, which grant funds are to be used to provide tenant improvements, in accordance with the "Improvement Plan," defined at *Section 18.01* below, to the Health Center facilities at the Premises. In the event the Addition cannot be delivered in a timely manner, or if the Heal 6 Grant is otherwise made unavailable to the COUNTY, COUNTY shall have the right to terminate this Amended and Restated Lease Extension on a date which shall be no later than January 31, 2011, by giving written notice to LESSOR of such election to terminate the Amended and Restated Lease Extension. Upon such Termination, the relationship between LESSOR and COUNTY shall revert and be governed by the Original Lease. LESSOR and COUNTY shall have no further rights or obligations to or with respect to the other hereunder.

For the purposes of this Amended and Restated Lease Extension, the term "Legal Requirements" means 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 which may be applicable to the Premises or any part thereof or the sidewalks, curbs, or areas adjacent thereto. Any work previously done by COUNTY during their occupancy of the Premises was done in conformity with all Legal Requirements.

SECTION 9. PREPARATION OF PREMISES BY LESSOR

Section 9.01 After execution of this Amended and Restated Lease Extension, LESSOR shall provide COUNTY with a written report outlining the schedule of work to be performed by

LESSOR and a projected completion date. Thereafter, LESSOR shall provide monthly written reports summarizing progress on the construction of the additional space, 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 Suffolk County Department of Public Works, Attention: Chief Deputy Commissioner, at 335 Yaphank Avenue, Yaphank, New York 11980.

Section 9.02 (i) "LESSOR's Work," as more fully described at *Section 9.02(v)*, shall consist of the work shown on the Demising Plan, which has been reviewed and approved by LESSOR and COUNTY prior to the execution of this Amended and Restated Lease Extension.

(ii) LESSOR shall diligently and expeditiously prepare final construction plans and specifications for LESSOR's Work (the "Submission") which shall be subject to COUNTY's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. COUNTY shall approve or disapprove the Submission within ten (10) Business Days subsequent to LESSOR's delivery of the same to the Department. If COUNTY shall fail or refuse to approve or disapprove the Submission within ten (10) Business Days, then COUNTY shall be deemed to have approved the same. If COUNTY shall disapprove the Submission, then COUNTY shall provide LESSOR with a written response specifically detailing which aspects of the Submission that COUNTY disapproves. If COUNTY shall fail or refuse to provide such written response, then notwithstanding COUNTY's disapproval, the Submission shall be conclusively deemed to have been approved by COUNTY ten (10) days after COUNTY's receipt of notice that its written response is late. COUNTY may not object to or disapprove any aspect of the Submission that is shown on, detailed on or constitute a part of the Demising Plan unless such objection or disapproval constitutes a Requested Change Order. Any such objection or disapproval shall conclusively be deemed to constitute the approval by COUNTY of such aspect of the Submission. In addition, COUNTY may not object to or disapprove any aspect of the Submission which is required in order for Submission and the Premises to comply with Legal Requirements. Any such objection or disapproval shall conclusively be deemed to constitute the approval by COUNTY of such aspect of the Submission.

(iii) If COUNTY shall disapprove the Submission in compliance and accordance with the provisions above, then LESSOR shall diligently and expeditiously revise the Submission and resubmit the same for COUNTY's review and approval. Each re-Submission shall be pursuant to the terms and provisions of *Section 9.02(ii)* above.

(iv) If COUNTY approves or is deemed to have approved the Submission, the same shall be incorporated in this Amended and Restated Lease Extension by reference and shall be deemed a part of this Amended and Restated Lease Extension as though fully set forth in the body hereof.

(v) "LESSOR's Work" includes all construction, alterations, improvements, modifications, and other things required for the delivery of the Addition to the COUNTY as specified in this Amended and Restated Lease Extension and performed substantially in accordance with the Demising Plan. Wherever such Demising Plan names a particular manufacturer, brand, or model of device, LESSOR may substitute a functionally equivalent model that meets the technical specifications and functionality of the specified model or brand.

Section 9.04 LESSOR further represents that LESSOR's Work, and any preparation or work required to prepare the Addition for occupancy in accordance with the terms of this Amended and Restated Lease Extension, shall be in a good and workmanlike manner in accordance with the

appropriate town or village building code for which a permit and Certificate of Occupancy and/or Use shall be delivered to the COUNTY.

Section 9.05 It is agreed that the Premises and any construction, reconstruction, or renovation shall also comply with the Building Code of the State of New York, and any other applicable local and state codes. With regard to Premises to be used by the Department of Health Services, the Premises and any construction, reconstruction, renovation or maintenance shall also comply with the New York State Hospital Code, as applicable. In the event the codes, standards and/or guidelines conflict, the more stringent requirements shall be followed. It is further agreed that the heating, ventilating, and air conditioning systems in the said construction, reconstruction, renovation, and maintenance of the Premises shall conform to the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards, as per County specifications.

Section 9.06 LESSOR and his/her/its subcontractors shall not employ on the work site, any labor, materials or means whose employment, or utilization during the course of LESSOR's Work, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work, or similar troubles by persons employed by LESSOR or his/her/its subcontractors, or by any of the trades working in or about the Premises where LESSOR's Work is being performed.

Section 9.07 Any and all meetings, change orders, and/or other activity relating to the construction project must be conducted under the auspices of the Department. The County shall not be liable for any change orders and/or modifications to the Approved Final Plans and Specifications which have not first been approved, in writing, by the Department.

SECTION 10. CONFORMITY TO DEMISING PLAN AND SUBMISSION

Section 10.01 Occupancy of the Addition by the COUNTY shall not relieve LESSOR in any respect from full compliance at all times with the Demising Plan and Submission. It is further understood and agreed that any installation not in conformity with the Demising Plan and Submission shall be immediately corrected by the LESSOR at LESSOR's sole cost and expense. In the event LESSOR shall, after notice in writing from the COUNTY requiring the LESSOR to comply with the requirements of this section in regard to a specified condition, fail, refuse or neglect to remedy such conditions, the COUNTY may, at its option and in addition to any other remedy the COUNTY may have, bring the Addition into conformity with the Demising Plan and Submission and deduct the amount incurred therefore, together with an Administrative fee of five percent (5%) of the actual costs incurred in the performance of the work from the rent that may then be or thereafter become due hereunder, in accordance with Section 26.03 of this Amended and Restated Lease Extension.

Section 10.02 At any time following the Commencement Date, the parties may execute an agreement amending the square footage of the Premises so as to reflect the actual square footage of the Premises and adjusting rent accordingly. In no event shall the COUNTY be required to pay for space in excess of that set forth in Section 1.01 unless the increase in building space is the result of a written request by the COUNTY.

SECTION 11. PREVAILING WAGE

Section 11.01 LESSOR's Work constitutes a public works contract under Article 8 of the Labor Law. LESSOR acknowledges and agrees to comply with the prevailing wage requirements for all

of LESSOR's Work in connection with the construction and preparation of the entire Premises (interior and exterior), including, but not limited to, the building, land, parking lot, and all other portions of the Premises in accordance with the Approved Final Plans and Specifications.

Section 11.02 No person performing, aiding in, or assisting in LESSOR's Work shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law. Any person or corporation that willfully pays, after entering into a contract, less than this established wage schedule shall be guilty of an offense punishable by a fine or by imprisonment or both.

Section 11.03 LESSOR, its contractors, and subcontractors shall file transcripts of original payrolls for the performance of all of LESSOR's Work under this Amended and Restated Lease Extension, in connection with the construction and preparation of the entire Premises, with the Department, within ten (10) days after its first payroll, and every thirty days thereafter, said payroll transcripts to be subscribed and affirmed as true under penalty of perjury. LESSOR, its contractors and subcontractors, shall keep their books open for inspection by representatives of the Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the performance of LESSOR's Work, to ensure that LESSOR, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to the LESSOR, its contractors and/or subcontractors prior to the inspection.

Section 11.04 LESSOR agrees that it shall include clauses in all of its agreements with its contractors and subcontractors for the performance of LESSOR's Work stating that: (i) said contractors and subcontractors shall pay prevailing wages, as agreed to in Amended and Restated Lease Extension R-1012 between the County of Suffolk and the LESSOR; (ii) said 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 Amended and Restated Lease Extension with the Department within ten (10) days after its first payroll, and every thirty days thereafter, said transcripts to be 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 Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the performance of LESSOR's Work to ensure that the LESSOR, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to the LESSOR, its contractors and/or subcontractors prior to the inspection.

Section 11.05 During the performance of LESSOR's Work, LESSOR shall maintain at the job site, and with the County Department of Labor a copy of all payrolls or transcripts thereof as would be required to be maintained pursuant to Section 220 of the New York Labor Law.

Section 11.06 During the performance of LESSOR's Work, LESSOR shall provide to the COUNTY employment attendance sheets for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form reasonably acceptable to the COUNTY, containing such information as the Commissioner of the Department of Labor reasonably deems appropriate, including job classification, hours of employment, wage rate and supplements payable, and employer, prior to payments being made by the COUNTY.

Section 11.07 LESSOR is advised to fully familiarize itself with all applicable provisions of the New York State Labor Law and more specifically, Article 8, Public Work. It is the responsibility

of the LESSOR to provide each of its contractors/subcontractors with the prevailing wage rate schedule. The prime contractor is responsible for any underpayments of prevailing wages or supplements by its contractors/subcontracts.

SECTION 12. APPRENTICE TRAINING PROGRAMS

Section 12.01 If the total cost of LESSOR's Work is in excess of \$250,000.00, LESSOR agrees that this Amended and Restated Lease Extension, with respect to LESSOR's Work, is subject to Chapter 552 of the Suffolk County Code, and although Chapter 552 may not be applicable to LESSOR's Work, LESSOR agrees that, in connection with LESSOR's Work, LESSOR, LESSOR's contractors, and all subcontractors shall participate in registered and approved apprentice training programs. LESSOR and its contractors shall provide evidence of participation in approved apprentice training programs that are appropriate for the type and scope of work to be performed under this Amended and Restated Lease Extension.

Section 12.02 After execution of this Amended and Restated Lease Extension, and at least ten (10) working days prior to the commencement of any of LESSOR's Work performed pursuant to this Amended and Restated Lease Extension, LESSOR and its contractors shall provide affidavits attesting to participation in the appropriate, approved apprentice training programs.

Section 12.03 LESSOR or LESSOR's contractor shall also submit an affidavit of participating in an approved apprentice-training program from each subcontractor performing any aspect of LESSOR's Work. The COUNTY will provide affidavit forms.

SECTION 13. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

Section 13.01 This Amended and Restated Lease Extension is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in Exhibit E, entitled "Suffolk County Legislative Requirements." In accordance with this law, LESSOR and any contractor, subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. LESSOR and any contractor, subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

SECTION 14. RENT ADJUSTMENT FOR IMPROPER OR ILLEGAL ACTIVITY

Section 14.01 If the Commissioner of the Department or his or her designee reasonably determines that there was a violation by LESSOR, his contractors, subcontractors, employees or agents of the Prevailing Wage requirement, the Apprentice Training Program requirement, the Living Wage requirement; or the Lawful Hiring of Employees Law under this Amended and Restated Lease Extension, and LESSOR fails to cure the violation within thirty (30) days of LESSOR's receipt of written notice of such violation, at COUNTY's election, it may: (1) terminate the Amended and Restated Lease Extension, if such breach occurs prior to occupation of the Premises by COUNTY; or (2) accept damages either in the sum of \$500.00 per day for each day that prevailing wages or living wages were not paid, or in an amount equal to the wages

determined to have been underpaid, and/or the monetary equivalent of the apprenticeship training not provided, whichever amount is greater.

Section 14.02 In the event LESSOR agrees to pay damages in the sum of \$500.00 per day for each day that prevailing wages or living wages are not paid, LESSOR shall pay the amount owed as damages, as set forth therein, within forty-five (45) days after receipt by LESSOR of a written statement as to the amounts owed. In the event LESSOR does not remit the total amount owed as damages described herein within the requisite time, COUNTY may withhold any outstanding amounts from the first following monthly installment of Total Annual Rent, subject to the limitation that, in no event shall the amount withheld in any month exceed 10% of monthly installment of Total Annual Rent. In the event that COUNTY is limited from withholding the entire amount owed in one month, under this *Section 14.02*, COUNTY may continue to withhold up to 10% of the monthly installment of Total Annual Rent from each next succeeding monthly installment, until the total amount of damages accruing as a result of a violation under *Section 11.01* are recouped from LESSOR. No deduction from rent pursuant to this clause shall constitute a default by the COUNTY under this Amended and Restated Lease Extension. This remedy is not exclusive and is in addition to any other remedies which may be available under this Amended and Restated Lease Extension or at Law.

Section 14.03 Prior to making a determination as set forth in *Section 14.01*, the Commissioner of the Department shall provide to LESSOR a written notice of the action being considered and the basis therefore, together with reasonable documentation evidencing such violation(s). LESSOR shall have a period of ten (10) 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 Commissioner of Public Works may, upon good cause shown, determine to deduct less than the above amounts from payments. In the event LESSOR proves it is compliant with such requirements, COUNTY shall promptly reimburse LESSOR for all reasonable costs incurred by LESSOR in proving same.

SECTION 15. RIGHT OF ENTRY

Section 15.01 At any time and from time to time after execution of the Amended and Restated Lease Extension and during the Term of the Amended and Restated Lease Extension, the agents and employees of COUNTY may, upon reasonable notice to LESSOR, enter upon the Addition to determine the potential or actual compliance by the LESSOR with the requirements of the Amended and Restated Lease Extension and compliance with the approved Final Plans and Specifications, which purposes shall include, but not be limited to: (i) inspecting, sampling, and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers; (ii) inspecting the heating, ventilation, and air conditioning systems, maintenance records, and mechanical rooms for the Premises; (iii) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve exposure to hazardous or toxic substances; and (iv) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any activities determined by the COUNTY to not be in compliance with environmental standards set forth in any pertinent Federal, State, or local laws. Notwithstanding the foregoing, any damage caused by the COUNTY while exercising the right of entry provided under this *Section 15.01* shall be remedied by LESSOR, at the sole cost and expense of COUNTY.

Section 15.02 Nothing in *Section 15.01* shall be construed to create a duty on the COUNTY to inspect for toxic materials or to impose a higher standard of care on the COUNTY than on other

lessees. The purpose of this **Section 15** is to promote the ease with which COUNTY may inspect the Addition. Nothing in this **Section 15** shall act to relieve the LESSOR of any duty to inspect or of any liability which might arise as a result of LESSOR's failure to inspect for or correct a hazardous condition.

Section 15.03 Following execution of this Amended and Restated Lease Extension but prior to the delivery of the Addition, and upon the mutual consent of COUNTY and LESSOR, the COUNTY or its contractors or other representatives shall have the right to enter the Addition for the purpose of the COUNTY performing work. LESSOR and the COUNTY shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

Section 15.04 The COUNTY agrees to indemnify and hold LESSOR harmless from and against any claims, damages, or other injury suffered by LESSOR as a result of the work to be performed pursuant to this right to enter the Addition prior to the COUNTY's acceptance and occupancy of the Addition. LESSOR agrees to indemnify and hold the COUNTY and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of LESSOR or any of LESSOR's agents, contractors, or other representatives.

SECTION 16. EFFECT OF ACCEPTANCE AND OCCUPANCY

Section 16.01 Neither the COUNTY's acceptance of the Addition for occupancy, nor the COUNTY's occupancy thereof, shall be construed either as a waiver of any requirement of or right of the COUNTY under this Amended and Restated Lease Extension, or as otherwise prejudicing the COUNTY with respect to any such requirement or right.

SECTION 17. CARE AND REPAIR OF PREMISES BY COUNTY

Section 17.01 During the Term of this Amended and Restated Lease Extension, and subject to the provisions of **Section 19**, COUNTY shall make and be responsible for, at COUNTY's sole cost and expense, all repairs and replacements relating to the Premises which are not caused by or due to a Latent Defect, in accordance with the **Exhibit D**, and those repairs and/or replacements which are made necessary by: (1) the performance of any "Alterations," defined in *Section 18.02*, made by COUNTY; (2) the negligent use or operation of COUNTY's property or fixtures; (3) the moving of COUNTY's property or fixtures in, out or about the Premises; (4) the negligence or misuse of the Premises by COUNTY or its officers, employees, personnel, agents, representatives, contractors, subcontractors, or invitees. All repairs made by or on behalf of COUNTY shall be at least equal in quality and design to the original construction of the Premises.

SECTION 18. ALTERATIONS

Section 18.01 Upon Delivery of the Addition, COUNTY shall undertake, at its sole cost and expense, construction of certain tenant improvements to the Premises in accordance with an "Improvement Plan," prepared by COUNTY, which plan shall be subject to LESSOR's review and approval. Within five (5) days after LESSOR receives the Improvement Plan, LESSOR may approve or disapprove the Improvement Plan. LESSOR may only disapprove the Improvement Plan for reasonable and material reasons which shall be limited to the following: (i) adverse effect on the Building Structure; (ii) possible damage to the Building Systems; or (iii) non-compliance with applicable codes (each a "Design Problem"). In the event LESSOR disapproves the Improvement Plan, COUNTY shall make the minimum changes necessary in order to correct the Design Problems and shall return the Improvement Plan to LESSOR, which LESSOR shall approve or disapprove within one (1) day after LESSOR receives the revised Improvement Plan. This procedure shall be repeated until the Improvement Plan is finally approved by LESSOR and written approval has been delivered to and received by the COUNTY. In the event LESSOR fails to provide its approval or disapproval within the allotted times, the Improvement Plan shall conclusively be deemed to constitute the approval by LESSOR. The Improvement Plan may be submitted by COUNTY in one or more stages and at one or more times, and the time periods for LESSOR's approval shall apply with respect to each such portion.

COUNTY shall deliver to LESSOR a copy of the final plans showing the actual construction for all Alterations. LESSOR shall have the right, but not the obligation, to review and supervise any Alterations performed at the Premises.

Section 18.02 COUNTY shall have the right, during the term of this Amended and Restated Lease Extension, to make any "Alterations," meaning any alterations, installations, improvements, additions, or renovations to the Premises or any part or portion thereof, with notice to, but without the prior consent of, LESSOR which are non-structural and do not affect interior and 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"). COUNTY may only make Alterations that are structural or affect the interior and 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. In the event LESSOR does not provide a written objection to the proposed Alterations within fifteen (15) Business Days of receipt of the County's written request to perform such Alterations, then LESSOR shall be deemed to have approved the Alteration.

Section 18.03 All Alterations and LESSOR's Work, excluding COUNTY's trade fixtures, moveable office furniture, and moveable equipment, installed in the Premises, either by COUNTY or by LESSOR on COUNTY'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 Amended and Restated Lease Extension. In the event this lease terminates prior to the expiration date, COUNTY acknowledges and agrees that it shall remove exposed telephone, data and computer wiring and cabling to the ceiling and/or walls, at its sole expense. Nothing in this Section shall be construed to give LESSOR title to, or to authorize LESSOR to prevent COUNTY's removal of trade fixtures, moveable office furniture and equipment, generators, etc.

SECTION 19. CARE OF PREMISES BY LESSOR

Section 19.01 The Addition shall be properly constructed and will be delivered to the COUNTY in good condition. Subject to the provisions of **Section 17**, LESSOR shall maintain and promptly repair the Premises, including the building, all Building Systems, and all equipment, fixtures, and appurtenances, including those furnished by COUNTY in accordance with the Improvement Plan, to keep same in good repair and condition, and in accordance with general industry practice in the operation of such a building, 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 COUNTY's access to, occupancy, possession, use and enjoyment of the Premises as provided in this Amended and Restated Lease Extension, at LESSOR's sole cost and expense.

Section 19.02 Subject to Excusable Delays, and in the absence of gross negligence on the part of the COUNTY, its officers, employees, agents, or invitees, LESSOR guarantees that the Premises shall continually have heat, electricity, air conditioning, and plumbing available for use by the COUNTY. It is hereby understood and agreed that the heating and air condition systems will be kept under a uniform and systematic program of service and repair as prescribed according to manufacturer specifications, solely at LESSOR's expense. If any existing heating and air conditioning systems are, or become inadequate to provide a consistent degree of comfort, LESSOR shall, at its own expense, replace or modify the system to assure consistent comfortable temperatures.

Section 19.03 LESSOR shall have a building superintendent or a locally designated representative available to promptly correct deficiencies and keep the COUNTY notified of the name of that person or persons as well as with all contact information.

Section 19.04 In addition to the LESSOR's obligations under *Section 19.01*, and subject to the provisions of **Section 17**, LESSOR shall further make all necessary repairs, replacements and perform maintenance, at no additional cost to COUNTY, as follows:

- (i) to the exterior water, gas and electrical services, including drainage structures, cesspools, septic tanks and all connecting piping; it being specifically understood that in no event shall LESSOR be liable for failure of any service provided by an independent utility provider;
- (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;
- (iv) snow removal on all parking lots and walkways of the Premises;
- (v) building maintenance in accordance with the schedule set forth in **Exhibit F**;
and
- (vi) to all items designated as LESSOR responsibility as shown in **Exhibit D**.

Section 19.05 COUNTY shall give to LESSOR prompt written notice (notice by fax or e-mail being acceptable) of any accidents or damage to or defects in, the roof, the exterior of the building, plumbing, electrical service, electrical lights, or HVAC apparatus. Absent negligence or misuse by the County, the same shall be remedied by LESSOR, at LESSOR's sole expense.

Section 19.06 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. COUNTY shall notify LESSOR of the need for any such repair or replacement promptly after COUNTY becomes aware of the need for the same.

Section 19.07 LESSOR shall provide timely maintenance testing and inspection of all Premises and building equipment and systems in accordance with **Exhibit F** and applicable codes, and inspection certificates must be displayed as required by law, including annual testing and maintenance of all fire extinguishers and periodic balancing of the HVAC system.

SECTION 20. INSURANCE

Section 20.01 During Construction: LESSOR agrees to procure, pay the entire premium for and maintain throughout the term of construction of the Addition and until COUNTY takes possession of the same, insurance in amounts and types specified by the COUNTY below. LESSOR agrees to require that all if its contractors and subcontractors, in connection with work performed for LESSOR in relation to this Amended and Restated Lease Extension, procure, pay the entire premium for and maintain throughout the term of construction, and until COUNTY takes possession of the Addition, insurance in amounts and types equal to that specified by the COUNTY for LESSOR. Unless otherwise specified by the COUNTY 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. **Workers' 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 COUNTY, prior to its execution of this Amended and Restated Lease Extension, 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 Amended and Restated Lease Extension shall be void and of no effect unless LESSOR shall provide and maintain coverage during the term of this Amended and Restated Lease Extension for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 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 COUNTY 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 County of Suffolk shall be named as an additional insured and LESSOR shall furnish a Declaration Page and endorsement page evidencing the COUNTY's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates, and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in said policies. Such Declaration Pages, certificates, policies, and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the COUNTY 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 COUNTY 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 COUNTY and LESSOR.

Section 20.02 LESSOR assumes all risks in the construction of the Addition and shall defend, indemnify, and hold harmless the COUNTY, 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 reasonable attorneys' fees, during the time of construction up to the time of Delivery of the Addition.

Section 20.03 **During the Term of this Amended and Restated Lease Extension:** COUNTY 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 COUNTY 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 to be 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.

Section 20.04 Notwithstanding the foregoing, COUNTY, at its sole option, subject to COUNTY being in full compliance with applicable New York State, local, and federal regulations regarding COUNTY's self-insurance program, and subject to COUNTY's satisfying applicable Self-Insurance Standards, may elect to be either partially or totally self-insured and thereby assume responsibility for that portion of the liability insurance for which it is insured. In this case, COUNTY must notify LESSOR of its self-insured status by a signed writing.

Section 20.05 LESSOR shall maintain liability insurance for all exterior areas of the Premises such as parking areas and walkways, regardless of whether the areas are designated for COUNTY's use 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.

Section 20.06 In the event that this Amended and Restated Lease Extension is for less than 100% of the building wherein the Premises are located, COUNTY shall only provide liability insurance, naming LESSOR as an additional insured, for the area which it leases. LESSOR is required to maintain liability insurance, naming the COUNTY as an additional insured, for all common areas.

Section 20.07 In the event the property is transferred by LESSOR, the Transferee shall immediately, within fifteen (15) Days of the transfer, provide the Department with the required proof of insurance in accordance with this **Section 20**.

SECTION 21. INDEMNIFICATION

Section 21.01 LESSOR shall indemnify and hold harmless the COUNTY from and against all claims, costs (including reasonable attorneys' fees), losses, and liabilities of whatsoever nature arising out of any intentional acts, omissions or negligence of the LESSOR, its officers, agents, servants, employees, contractors or subcontracts in connection with the Premises and its obligations under the Amended and Restated Lease Extension; provided, however, that LESSOR shall not indemnify for that portion of any claim, loss or damage arising under this Amended and Restated Lease Extension due to the negligent act or failure to act of the COUNTY. LESSOR, at its own cost and expense, and throughout the term of this Amended and Restated Lease Extension, shall procure and keep in full force and effect Commercial General Liability insurance, including contractual 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, in accordance with the provisions of *Section 20.01(b)-(e)*.

Section 21.02 To the extent permitted by law, COUNTY 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 intentional acts, omissions or negligence of the COUNTY, its officers, agents, servants, invitees, contractors, licensees or employees.

SECTION 22. FIRE AND CASUALTY DAMAGE

Section 22.01 If the Premises or any part thereof shall, during the term or previous thereto, be slightly damaged by fire, action of the elements, or any other cause, the Premises shall be promptly repaired by LESSOR and an abatement will be made for the rent corresponding with the time during which and the extent to which the Premises may have been untenable. In all other circumstances, the provisions of the New York Real Property Law, section 227 shall apply.

Section 22.02 Notwithstanding the foregoing, to the extent that LESSOR is required to repair or rebuild, such obligation shall not commence until LESSOR receives insurance proceeds, provided, however, LESSOR shall be required to exercise due diligence to procure such proceeds.

Section 22.05 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 LESSOR. Any property insurance policy(s) obtained by LESSOR to cover this exposure shall contain a Waiver of Subrogation against COUNTY. Current proof of insurance indicating that

such waiver is in full force must be submitted by LESSOR to COUNTY prior to the Commencement Date. The risk of loss from any peril to the personal property, furniture, fixtures, equipment of COUNTY located on the Premises shall be borne by COUNTY, and COUNTY waives any right of subrogation against LESSOR with respect to such losses.

SECTION 23. AIR QUALITY

Section 23.01 The interior of the Premises shall at all times maintain and meet Air Quality Standards suitable for and comparable to medical facilities of similar age and construction type, in Suffolk County. COUNTY 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 such a facility. LESSOR shall take prompt action to cure or otherwise remedy the condition at LESSOR's sole cost and expense. Notwithstanding the foregoing, any condition caused by COUNTY's negligence or its misuse of the Premises may be cured or otherwise remedied by LESSOR, at COUNTY's sole cost and expense.

Section 23.02 Where LESSOR has cured an Air Quality condition at the request of COUNTY, LESSOR shall also be required to provide a written report to COUNTY, at LESSOR's sole cost and expense (unless such Air Quality condition was caused by COUNTY, in which case such report shall be provided at COUNTY's sole cost and expense), provided by an outside consultant specializing in Air Quality analysis, reasonably acceptable to the Department, indicating that the condition has been cured and that the Air Quality is suitable for the use intended.

Section 23.03 Notwithstanding anything in this Amended and Restated Lease Extension to the contrary, LESSOR shall not be required to cure any condition if such condition is caused by the negligence or misuse of the COUNTY, its invitees, employees, and/or agents.

SECTION 24. NEGATIVE COVENANTS

Section 24.01 COUNTY 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 Amended and Restated Lease Extension, (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 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; (h) intrude or impair the quiet enjoyment of other tenants in the building.

Section 24.02 COUNTY shall not place a load upon any floor or roof of the Premises that exceeds the floor/roof load per square foot that such floor/roof was designed to carry or which is allowed by Legal Requirements.

SECTION 25. LESSOR'S DEFAULT REMEDIES/DAMAGES

Section 25.01 Upon the occurrence, at any time prior to, or during the Term of the Amended and Restated Lease Extension, in addition to any other remedy available to LESSOR at law or in equity, of any one or more of the following events (referred to as "Events of Default"):

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

(ii) if COUNTY 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 thirty (30) days after LESSOR gives COUNTY written notice specifying same, or, in the case of a default which for causes beyond COUNTY's reasonable control cannot, with reasonable diligence be cured within such period of thirty (30) days, if COUNTY shall not immediately upon the giving of such written notice, (a) advise LESSOR of COUNTY'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;

the following provisions of this **Section 25** shall apply and LESSOR shall have, in addition to all other rights and remedies available at law or in equity, the rights and remedies set forth herein, which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, LESSOR shall agree in writing with COUNTY that the Event(s) of Default has been cured by COUNTY in all respects.

Section 25.02 By notice to COUNTY, LESSOR shall have the right to terminate this Amended and Restated Lease Extension as of a date specified in the notice of termination and in such case, COUNTY's rights, including any based on any option to renew, to the possession and use of the Premises shall end absolutely as of the termination date; and this Amended and Restated Lease Extension shall also terminate in all respects except for the provisions hereof regarding LESSOR's damages and COUNTY's liabilities arising prior to, out of or following the Event of Default and the ensuing termination.

Section 25.03 Unless and until LESSOR has terminated this Amended and Restated Lease Extension pursuant to *Section 25.02* above, COUNTY shall remain fully liable and responsible to perform all of the covenants, and to observe all the conditions of this Amended and Restated Lease Extension throughout the remainder of the Term to the early termination date.

Section 25.04 LESSOR may enforce and protect the rights of LESSOR hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all moneys due or to become due from COUNTY under any of the provisions of this Amended and Restated Lease Extension.

Section 25.05 LESSOR shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of COUNTY's obligations hereunder and the recovery of

the Premises. No right or remedy herein conferred upon or reserved to LESSOR shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law. LESSOR shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Amended and Restated Lease Extension, or to a decree compelling performance of any covenant, agreement, condition or provision of this Amended and Restated Lease Extension.

Section 25.06 No delay or forbearance by LESSOR in exercising any right or remedy hereunder, or LESSOR's undertaking or performing any act or matter which is not expressly required to be undertaken by LESSOR shall be construed, respectively, to be a waiver of LESSOR's rights or to represent any agreement by LESSOR to undertake or perform such act or matter thereafter. Waiver by LESSOR of any breach by COUNTY of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by LESSOR) or failure by LESSOR to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of LESSOR's right to have any such covenant or condition duly performed or observed by COUNTY, or of LESSOR's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of LESSOR in respect of such breach or any subsequent breach. LESSOR's receipt and acceptance of any payment from COUNTY which is tendered not in conformity with the provisions of this Amended and Restated Lease Extension or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of LESSOR to recover any payments then owing by COUNTY which are not paid in full, or act as a bar to the termination of this Amended and Restated Lease Extension and the recovery of the Premises because of COUNTY's previous default.

Section 25.07 Except for the monetary obligations of either party, LESSOR and COUNTY shall not be in default of this Amended and Restated Lease Extension 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 Amended and Restated Lease Extension.

SECTION 26.

COUNTY'S DEFAULT REMEDIES AND DAMAGES

Section 26.01 The covenant to pay rent and the covenant to provide any service, utility, maintenance, repair or replacements required under this Amended and Restated Lease Extension are interdependent. The occurrence of any one or more of the following during the Term of this Amended and Restated Lease Extension shall constitute a default by LESSOR under this Amended and Restated Lease Extension: (1) failure to maintain, repair, replace, operate, or service the Premises in accordance with the provisions of this Amended and Restated Lease Extension; or (2) repeated and unexcused failure within an eighteen (18) month period by LESSOR to maintain any Building System in accordance with the requirements of this Amended and Restated Lease Extension, which failure constitutes a default notwithstanding that one or all such failures may have been timely cured.

Section 26.02 In addition to any other remedy available to COUNTY at law or in equity, if LESSOR shall fail to perform any of its obligations under this Amended and Restated Lease Extension, COUNTY may perform the same at the expense of LESSOR (i) immediately (a) after forty-eight (48) hours written notice in the case of an "Emergency," as defined below; (b) after

seven (7) days written notice if such failure unreasonably interferes with the efficient operation of the Premises; or (c) after seven (7) days written notice if such failure may result in a violation of any Legal Requirements or in the cancellation of any required insurance; (ii) in any other case, if such failure shall remain uncured for a period of thirty (30) days next following LESSOR's receipt of written notice thereof from the County, unless such failure is of such a nature that, notwithstanding the best efforts of LESSOR, it cannot be completely cured or remedied within said 30-days, in which event such failure shall not constitute a default by LESSOR so long as LESSOR thereafter diligently continues its efforts to cure or remedy the same, then after ten (10) days from the date of the giving of written notice of COUNTY'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 by LESSOR be cured within such additional 10-day period, such 10-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, providing COUNTY with written reports regarding the progress of the cure.

An "Emergency" means any situation where the Department, in its reasonable judgment, 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 Premises, (ii) to protect any Person from imminent harm, or (iii) to avoid the imminent 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 COUNTY's ability to utilize the Premises for its intended purposes, including but not limited to, supplying heat, air-conditioning, ventilation, light and water to the Premises.

Section 26.03 In the event of any failure by LESSOR to provide any service, utility, maintenance, repair, or replacement required under this Amended and Restated Lease Extension, County may, subject to the notice requirements of *Section 26.02* above, by contract or otherwise, perform the requirement and provide LESSOR with a written invoice containing the resulting cost to the COUNTY. LESSOR shall pay COUNTY the costs thereof, together with an administrative fee equal to 5% of such costs, within sixty (60) 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, COUNTY 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 7.5% of the next monthly installment of Total Annual Rent. In the event that COUNTY is limited from withholding the entire amount owed, COUNTY may continue to withhold monies from each next succeeding monthly installment of Total Annual Rent until the total expenses of the COUNTY and administrative fee are recouped from LESSOR. No deduction from rent pursuant to this clause shall constitute a default by the COUNTY under this Amended and Restated Lease Extension. This remedy is not exclusive and is in addition to any other remedies that may be available under this Amended and Restated Lease Extension or at Law.

Section 26.04 In the event that there is an interruption, curtailment or failure by LESSOR to supply cooled or outside air, heat, plumbing or electricity for ten (10) consecutive business days after LESSOR has received written notice of such interruption, curtailment or failure (except that, with respect to plumbing or electricity, this *Section 26.04* shall only apply in the event such interruption, curtailment or failure of such services occurs as a direct result of a failure by LESSOR to comply with its repair or maintenance obligations regarding such systems as and to the extent required under this lease), and where (a) such failure is not caused by Excusable

Delays or causes reasonably beyond the control of LESSOR, (b) the Premises has been placed in a condition where a reasonable COUNTY could not reasonably be expected to continue to use the Premises for its intended purpose, and (c) LESSOR has either not commenced to cure such condition or has not used reasonable diligence in following same to completion, the same shall constitute an actual or constructive eviction, in whole or in part, and COUNTY shall be entitled to a pro rata abatement of rent during the period any such interruption, curtailment or failure continues and until such services are restored.

Section 26.05 With respect to any default of this Amended and Restated Lease Extension by LESSOR described in *Section 26.04* which is not timely cured or remedied, whether or not economic damage is caused to COUNTY, COUNTY shall send a second written notice to LESSOR, providing LESSOR with ten (10) additional days to cure or remedy the default. Such second notice shall expressly state that LESSOR's failure to cure such default within said 10-day period shall result in LESSOR being assessed the amount of \$1,000.00 per day as and for damages for the period of time such breach continues to exist after the expiration of the 10-day period. The foregoing penalty shall not apply in the event (and so long as) LESSOR, in good faith, is disputing the existence of any such alleged default.

Section 26.06 The rights and remedies of COUNTY specified hereunder are not exclusive, but are in addition to any other rights and remedies provided by law or equity or otherwise available under this Amended and Restated Lease Extension. COUNTY may enforce and protect the rights of COUNTY hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all moneys due or to become due from LESSOR under any of the provisions of this Amended and Restated Lease Extension.

Section 26.07 No delay or forbearance by COUNTY in exercising any right or remedy hereunder, or COUNTY's undertaking or performing any act or matter which is not expressly required to be undertaken by COUNTY shall be construed, respectively, to be a waiver of COUNTY's rights or to represent any agreement by COUNTY to undertake or perform such act or matter thereafter. Waiver by COUNTY of any breach by LESSOR of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by COUNTY) or failure by COUNTY to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of COUNTY's right to have any such covenant or condition duly performed or observed by LESSOR, or of COUNTY's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of COUNTY in respect of such breach or any subsequent breach. COUNTY's receipt and acceptance of any payment from LESSOR which is tendered not in conformity with the provisions of this Amended and Restated Lease Extension or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of COUNTY to recover any payments then owing by LESSOR which are not paid in full, or act as a bar to the termination of this Amended and Restated Lease Extension.

**SECTION 27. LESSOR'S RIGHT TO INSPECT AND REPAIR; ACCESS
GENERALLY**

Section 27.01 LESSOR may, but shall not be obligated to, enter the Premises at any reasonable time, on reasonable written notice to COUNTY (except that no notice need be given in case of

emergency) for the purpose of inspection or the making of such repairs, replacements, and additions in, to, and about the Premises, as necessary or desirable. LESSOR shall not be required to notify COUNTY in connection with any entry into the Premises during normal business hours for purposes of LESSOR's obligations under this Amended and Restated Lease Extension to maintain or repair the Premises. LESSOR shall provide telephonic notice at least one hour prior to entering the Premises during non-business hours. Notwithstanding anything to the contrary contained in this **Section 27**, LESSOR shall use reasonable efforts in its access of the Premises to cause a minimal amount of interference with COUNTY's use of the Premises and the services provided therein.

SECTION 28. SURRENDER OF PREMISES; HOLDOVER

Section 28.01 This Amended and Restated Lease Extension and the tenancy hereby created shall cease and terminate at the end of the above term, without the necessity of any further notice from either LESSOR or COUNTY to terminate the same and that continued occupancy of the Premises by COUNTY after the expiration of the term shall not operate to renew or extend the term of the Amended and Restated Lease Extension.

Section 28.02 On the Expiration Date, or upon the earlier termination of this Amended and Restated Lease Extension, COUNTY 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 COUNTY is not responsible under the terms of the Amended and Restated Lease Extension, or damage by the elements, fire or other casualty beyond COUNTY's reasonable control excepted. COUNTY shall, at its expense, remove from the Premises all COUNTY's personal property and any personal property of Persons claiming by, through or under COUNTY, 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 personal property of the County or Alterations performed by COUNTY which were not approved by LESSOR which shall remain in the Premises after the termination of this Amended and Restated Lease Extension, 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.

Section 28.02 COUNTY reserves the absolute right to remain in possession of the Premises after the expiration of the Amended and Restated Lease Extension Term, or any extension or renewal thereof, on a month to month basis. In the event of such hold over by COUNTY without the execution of a new lease, COUNTY, subject to all of the other terms of this Amended and Restated Lease Extension, shall be and remain liable to LESSOR for rent for the Premises at a monthly rate equal to 102% the rental amount paid by COUNTY prior to the expiration of the Amended and Restated Lease Extension.

Section 28.03 If, after one year the COUNTY continues to occupy the Premises as a hold over, the monthly rate shall increase to one hundred and five percent (105%) of the monthly rent last payable by COUNTY immediately prior to the expiration of the Amended and Restated Lease Extension.

Section 28.04 The provisions of this **Section 28** shall survive the expiration or earlier termination of this Amended and Restated Lease Extension.

SECTION 29. NOTICES

Section 29.01 **Operational Notices:** Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Amended and Restated Lease Extension shall be in writing and shall be given to the COUNTY or LESSOR or their designated representative, by regular or certified mail in postpaid envelope or by Courier Service at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to COUNTY, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with copies to the Department of Health Services, Attention: Commissioner, 225 Rabro East Drive, Hauppauge, New York 11788; and the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to LESSOR, at LESSOR's address first above set forth, with a copy to [REDACTED], Attention: [REDACTED] Esq., or at such other address as COUNTY or LESSOR, respectively, may designate in writing.

Section 29.02 **Notices Relating to Termination and/or Litigation:** 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 Amended and Restated Lease Extension, LESSOR shall immediately deliver to the County Attorney, at the address set forth above, copies of all papers filed by or against LESSOR.

a. Any communication or notice regarding termination shall be in writing and shall be given to the COUNTY or the LESSOR or their designated representative at the addresses set forth in *Section 29.01* or at such other addresses that may be specified in writing by the parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on COUNTY must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: Notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

b. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

Section 29.03 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).

SECTION 30. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT

Section 30.01 COUNTY agrees that this Amended and Restated Lease Extension 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. COUNTY agrees, however, within fifteen (15) Business Days next following the Suffolk County Attorney's Office receipt of a written demand, to execute such instruments as LESSOR may reasonably request to evidence further the subordination of this Amended and Restated Lease Extension 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 COUNTY under this Amended and Restated Lease Extension, subject to the conditions stated in *Section 30.05*.

Section 30.02 LESSOR shall use best efforts to obtain a subordination, nondisturbance and attornment agreement from any future lender that, as to 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 COUNTY under this Amended and Restated Lease Extension so long as the COUNTY is not in default under this Amended and Restated Lease Extension. LESSOR will include in any future mortgage, deed of trust or other security instrument to which this Amended and Restated Lease Extension becomes subordinate, or in a separate nondisturbance agreement on such lender's standard form, 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 COUNTY promptly upon demand.

Section 30.03 Within twenty (20) days next following the COUNTY's receipt of a joint written request from LESSOR and a prospective lender or purchaser of the Premises, the County Attorney's Office shall execute and deliver to LESSOR a letter stating that the same is issued subject to the conditions stated in *Section 31.05*, and, if such is the case, that (1) the Amended and Restated Lease Extension is in full 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.

Section 30.04 Letters issued pursuant to *Section 30.04* are subject to the following conditions: (1) that they are based solely upon a reasonably diligent review of the COUNTY's Amended and Restated Lease Extension file as of the date of issuance; (2) that the COUNTY shall not be held liable because of any defect in or condition of the Premises; (3) that the COUNTY 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.

SECTION 31. USE OF ADDITIONAL AREAS

Section 31.01 LESSOR shall have the right to construct additional buildings and other improvements on the property, including, without limitation, the right to use exterior walls as adjoining party walls or to add improvements in or on the property. LESSOR and anyone claiming by, through, or under LESSOR may from time to time undertake alterations or additions to the building(s) on the property, construct additional buildings or improvements thereon and make alterations thereto, build additional stories on any buildings, or to construct multi-story, elevated or underground parking facilities.

Section 31.02 No easement for light or air is included in or appurtenant to the demise of the Premises or COUNTY's rights pursuant to this Amended and Restated Lease Extension.

Section 31.03 The right to install, maintain, use, repair, and replace partitions in or beneath the floor slab or in, above, or below the Premises for the servicing of the Premises or other parts of the property is expressly reserved unto LESSOR so long as it does not materially effect COUNTY use of the Premises.

SECTION 32. ASSIGNMENT AND SUBLETTING

Section 32.01 Except as otherwise provided in this **Section 32**, COUNTY shall not assign this Amended and Restated Lease Extension or sublet all or any portion of the Premises without the prior consent of LESSOR, which consent shall not be unreasonably withheld, conditioned, or delayed; except, however, that an assignment of this Amended and Restated Lease Extension to a Federally Qualified Health Center ("FQHC") shall not require LESSOR's consent. COUNTY may sublet any part of the Premises with the consent of LESSOR, but shall not be relieved from any obligation under this Amended and Restated Lease Extension by reason of any such subletting. In the event LESSOR does not respond to COUNTY's request to sublet or assignment within ten (10) business days, COUNTY's proposed sublease or assignment shall be deemed approved.

Section 32.02 LESSOR shall not unreasonably withhold, delay, or condition its consent in the event such sublease 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 sublessee assumes all of the obligations of this Amended and Restated Lease Extension, to the extent applicable to the portion of the Premises so sublet; (c) COUNTY promptly furnishes LESSOR with an executed copy of the sublease or other agreement pursuant to which such sublessee shall agree to observe and perform, and to be bound by all of the terms, covenants and conditions of this Amended and Restated Lease Extension on COUNTY's part to be observed and performed; (d) the proposed sublessee is a reputable "Person," defined below, of good character, as reasonably determined by LESSOR, and LESSOR has been furnished with reasonable evidence thereof; and (e) the proposed sublessee 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.

For purposes of this Amended and Restated Lease Extension, the term "Person" means a natural person, a partnership, a limited liability company, a corporation, and any other form of business or legal association or entity.

SECTION 33. LESSOR'S RIGHT TO SHOW PREMISES

Section 33.01 LESSOR may show the Premises to prospective purchasers and mortgagees, and during the twenty-four (24) months prior to the expiration of this Amended and Restated Lease Extension, to prospective tenants, during "Business Hours," as that term is defined below, upon reasonable notice to COUNTY or by other special arrangement between LESSOR and COUNTY.

For the purposes of this Amended and Restated Lease Extension, the term "Business Hours" means from 8:30 a.m. to 5:30 p.m. during Business Days.

SECTION 34. EMINENT DOMAIN

Section 34.01 If the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, this Lease shall terminate and expire as of the date of such taking, and the parties shall thereupon be released from all liability hereunder which accrues after the date of such taking.

Section 34.02 In the event more than thirty percent (30%) of the Premises or more than forty (40%) of the then existing paved parking spaces of the property shall be appropriated or taken, or if there is a conveyance made in lieu thereof, LESSOR and/or COUNTY shall have the respective right to cancel and terminate this Amended and Restated Lease Extension as of the date of such taking or conveyance upon giving notice of such election within **thirty (30)** days after such taking or conveyance. In the event of such cancellation, the parties shall thereupon be released from any further liability under this Amended and Restated Lease Extension (except for obligations existing on the effective date of such termination). To the extent of such condemnation, and if neither party elects to terminate this lease, there shall be a proportionate abatement of COUNTY's rent.

Section 34.03 All compensation awarded or paid upon such a total or partial taking or conveyance of the Premises shall belong to and be the property of LESSOR without any participation by COUNTY, except as to improvements made by COUNTY in the Additional Space, and COUNTY's trade fixtures and personal property.

The terms "condemnation" and "taking" and variants thereof as used herein shall include any agreement of deed given in lieu of or in anticipation of the exercise of the power of eminent domain between LESSOR and any governmental authority authorized to exercise the power of that eminent domain.

SECTION 35. ENVIRONMENTAL RESPONSIBILITIES

Section 35.01 COUNTY 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; provide, however, such medical equipment, materials and chemicals used for and in connection with the provision of medical services shall be excepted. COUNTY 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 COUNTY with respect to any Hazardous Substance relating thereto.

For purposes of this Amended and Restated Lease Extension, the term "Hazardous Substance" means (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, 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 Substance" 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” means 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.

Section 35.02 Subject to the provisions of *Section 35.04*, COUNTY, 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 COUNTY’s efforts hereunder.

Section 35.03 LESSOR represents and warrants that to LESSOR’s actual knowledge, the Premises has not been used for the generation, treatment, storage, or disposal of hazardous waste, and LESSOR certifies that, to LESSOR’s actual knowledge, the Premises comply with all applicable Federal, State, and local regulations concerning the provision of a safe work environment free from environmental contaminants and hazards.

Section 35.04 Except to the extent the same are the obligations of COUNTY under the Amended and Restated Lease Extension, 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 COUNTY 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 non-compliance with Environmental Laws. COUNTY shall cooperate with LESSOR’s efforts hereunder; provided, however, that COUNTY shall not be required to incur any out of pocket costs in so doing. LESSOR shall indemnify COUNTY 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 Section.

Section 35.05 With respect to the existence of any Hazardous Substance which COUNTY has caused or created, COUNTY shall defend, indemnify, and hold harmless LESSOR and its employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release, or threatened release of any Hazardous Substance which is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Substance; (c) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substance; and/or (d) any violation of Environmental Laws, or any policies or requirements of LESSOR which are based upon or in any way related to such Hazardous Substance, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses.

Section 35.06 The provisions of this **Section 35** shall survive the expiration or earlier termination of this Amended and Restated Lease Extension.

SECTION 36. INTENTIONALLY OMITTED

SECTION 37. QUIET ENJOYMENT

Section 37.01 LESSOR covenants that if and so long as COUNTY pays Total Annual Rent and Expenses, and fully and faithfully performs the covenants hereof, COUNTY shall peaceably and quietly have, hold and enjoy the Premises for the Term, subject to the provisions of this Amended and Restated Lease Extension.

SECTION 38. NO IMPLIED WAIVER

Section 38.01 No failure or delay by either party to insist upon the strict performance of any provision of this Amended and Restated Lease Extension, 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.

SECTION 39. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

Section 39.01 The parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit E** and made a part hereof.

SECTION 40. ADDITIONAL DISCLOSURE REQUIREMENTS

Section 40.01 In addition to the requirements set forth under **Exhibit E (1)**, LESSOR represents and warrants that it shall submit to COUNTY verified Public Disclosure Statements ("Statements") required pursuant to the Land Acquisition Public Disclosure Law of Suffolk County (S.C. Code Chapter 342. An 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.

Section 40.02 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 Amended and Restated Lease Extension, for which COUNTY shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of five percent (5%) 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 written notice of failure to file the requisite forms and fifteen (15) Business Days to cure. No breach shall be deemed to have occurred in the event that COUNTY has failed to provide the requisite forms to be completed by LESSOR upon LESSOR's request for same. In any event, COUNTY agrees to provide LESSOR with written notice of any anticipated or actual breach of this **Section 40**. Current, completed Statements are annexed hereto as **Exhibit E** 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.

Section 40.03 LESSOR agrees to notify COUNTY 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, COUNTY shall have the right to cancel this Amended and Restated Lease Extension upon three (3) months notice to LESSOR from the date of COUNTY's discovery of such transfer or conveyance, unless the consent of the COUNTY 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 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 by registered or certified mail, return receipt requested, addressed to the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as COUNTY may designate in writing. The failure of the COUNTY 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 COUNTY.

Section 41. COOPERATION ON CLAIMS

Section 41.01 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 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 Amended and Restated Lease Extension.

SECTION 42. MISCELLANEOUS

Section 42.01 Neither LESSOR nor COUNTY shall be permitted to record this Amended and Restated Lease Extension or a memorandum thereof.

Section 42.02 Time is and shall be of the essence with respect to this Amended and Restated Lease Extension and occupancy on the date specified is of the essence of this Amended and Restated Lease Extension to the COUNTY.

Section 42.03 References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Articles, Exhibits, and Schedules of and to this Amended and Restated Lease Extension unless specified to the contrary.

SECTION 43. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 43.01 Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the COUNTY and LESSOR or to constitute the LESSOR as an agent or employee of the COUNTY.

SECTION 44. BROKER

Section 44.01 LESSOR and COUNTY, each to the other, represent and warrant that Island Associates on behalf of LESSOR and Newmark of Long Island LLC d/b/a Newmark Knight Frank LI on behalf of COUNTY, as “Brokers,” brought about this Amended and Restated Lease Extension and that otherwise no other broker or finder took any part in any dealings, negotiations, or consultations with respect to the Premises or this Amended and Restated Lease Extension. LESSOR agrees to pay both Brokers a full commission pursuant to a separate agreement between the parties. LESSOR further agrees to indemnify and hold harmless the COUNTY against any claim, demand and judgment which may be made or obtained against the COUNTY by any other broker claiming a commission for bringing about this Amended and Restated Lease Extension. The COUNTY shall forthwith notify the LESSOR of any such claim, demand, or legal action and the LESSOR shall defend the COUNTY against any such claim, demand or legal action at no cost to the COUNTY.

SECTION 45. CERTIFICATION

Section 45.01 The parties to this Amended and Restated Lease Extension hereby certify that, other than the funds provided in this Amended and Restated Lease Extension and other valid agreements with the COUNTY, 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 Amended and Restated Lease Extension, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Amended and Restated Lease Extension.

SECTION 46. NOT IN DEFAULT

Section 46.01 LESSOR warrants that, as of the date hereof, it is not in arrears to the COUNTY upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to or contract with the COUNTY.

SECTION 47. GOVERNING LAW

Section 47.01 This Amended and Restated Lease Extension shall be governed by the laws of the State of New York. In the event of any dispute or litigation, the venue of any proceeding to determine the rights and liabilities of the respective parties arising under this Agreement shall be in the New York Supreme Court, Suffolk County; or, in the event of a proceeding in the federal courts, in the District Court for the Eastern District of New York.

SECTION 48. WAIVER OF TRIAL BY JURY

Section 48.01 It is mutually agreed by and between LESSOR and COUNTY 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 Amended and Restated Lease Extension, the relationship of LESSOR and COUNTY, the Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

SECTION 49. CIVIL ACTIONS

Section 49.01 LESSOR represents that it shall not use any of the moneys received under this Amended and Restated Lease Extension, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

SECTION 50. SUCCESSORS BOUND

Section 50.01 This Amended and Restated Lease Extension shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 51. COUNTY REPRESENTATIVES

Section 51.01 It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the COUNTY are acting in a representative capacity for the County 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.

SECTION 52. INDEPENDENT CONTRACTOR

Section 52.01 It is expressly agreed that LESSOR's status hereunder is that of an independent contractor. Neither the LESSOR, nor any person hired by LESSOR shall be considered employees of the County for any purpose.

SECTION 53. EXECUTION BY LESSOR

Section 53.01 When the LESSOR is a partnership, the names of the partners composing the firm must be stated in the Statements required under **Section 1** of **Exhibit E** of this Amended and Restated Lease Extension. The Amended and Restated Lease Extension must be signed with the partnership name, followed by the name of the partner signing the Amended and Restated Lease Extension.

Section 53.02 Where the LESSOR is a corporation, the Amended and Restated Lease Extension must be signed with the corporate name, followed by the signature and title of the officer or other authorized person signing the Amended and Restated Lease Extension on its behalf, and if requested by the COUNTY, the corporate seal.

Section 53.03 LESSOR warrants that its entry into this Amended and Restated Lease Extension was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

SECTION 54. SUFFOLK COUNTY LAWS

Section 54.01 A copy of the local laws referenced herein can be reviewed online at <http://www.co.suffolk.ny.us/legis/>

SECTION 55. APPROPRIATION OF FUNDS

Section 55.01 It is understood by the parties hereto that this Amended and Restated Lease Extension is made subject to the amount of funds appropriated therefor and any subsequent modifications thereof for the period of this Amended and Restated Lease Extension by the Suffolk County Legislature, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of funds appropriated.

Section 55.02 The COUNTY reasonably believes that funds can be obtained sufficient to pay Annual Base Rent during each year of the Term of this Amended and Restated Lease Extension and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which Annual Base Rent may be paid, 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. It is the COUNTY's intent to pay Annual Base Rent each year, for the full Term of this Amended and Restated Lease Extension, if funds are legally available therefore and, in that regard, the COUNTY represents that the use of the Premises are necessary to its proper, efficient and economic operation. LESSOR and COUNTY understand and intend that the obligation of the COUNTY to pay Annual Base Rent hereunder shall constitute a current expense of the COUNTY and shall not in any way be construed to be a debt of the COUNTY in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the COUNTY, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the COUNTY.

Section 55.03 Notwithstanding anything contained in this Amended and Restated Lease Extension 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 payment of Annual Base Rent due under this Amended and Restated Lease Extension, COUNTY shall immediately notify LESSOR or its assignee of such occurrence and this Amended and Restated Lease Extension shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever, except as the portions of Annual Base Rent herein agreed upon for which funds have been appropriated and budgeted. In the event of such termination, COUNTY agrees to peacefully surrender possession of the Premises to LESSOR or its assignee on the date of such termination. LESSOR will have all legal and equitable rights and remedies to take possession of the Premises. Notwithstanding the foregoing, COUNYT agrees:

- i) that it will not cancel this Amended and Restated Lease Extension under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Premises for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and
- ii) that it will not during the Term give priority in the application of funds to any other functionally similar Premises.
- iii) This paragraph will not be construed so as to permit the TENANT to terminate this Amended and Restated Lease Extension in order to acquire or lease any other premises or to allocate fund directly or indirectly to perform essentially the same application for which the Premises are intended.

SECTION 56. IDENTIFICATION NUMBER

All invoices or vouchers submitted to the County for payment of rent and/or Expenses must include the payee's (LANDLORD's) identification number. The number is either the LANDLORD's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or Standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

SECTION 57. PARAGRAPH HEADINGS

The paragraph headings in this Amended and Restated Lease Extension are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Amended and Restated Lease Extension or any of its provisions.

SECTION 58. SEVERABILITY

It is expressly agreed that if any term or provision of this Amended and Restated Lease Extension 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 Amended and Restated Lease Extension 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 unenforceable, shall not be affected thereby, and every other term and provision of this Amended and Restated Lease Extension and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 59. 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 Amended and Restated Lease Extension; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties thereto.

SECTION 60. NO ORAL CHANGES

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

SECTION 61. INTERPRETATION

This Amended and Restated Lease Extension is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this Amended and Restated Lease Extension to be drafted.

- Signature Page Follows -

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Lease Extension to be executed and delivered as of the date first set forth above.

LESSOR

@

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO LEGALITY:
CHRISTINE MALAFI

Suffolk County Attorney
By: _____
Basia Deren Braddish
Title: Assistant County Attorney
Date: _____

COUNTY

COUNTY OF SUFFOLK

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

RECOMMENDED
SPACE MANAGEMENT STEERING
COMMITTEE

By: _____
Name: _____
Title: Chairperson
Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2010 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2010 before me, the undersigned, personally appeared _____, *Deputy County Executive* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A
PLANS AND SPECIFICATIONS

EXHIBIT B
LEGAL DESCRIPTION AND SURVEY

EXHIBIT C
RENT SCHEDULE

EXHIBIT D
Summary of Landlord-Tenant Responsibilities – Rev 12/08

ITEM	LANDLORD	COUNTY
1) UTILITIES – Usage		
A) OIL		X
B) GAS (If separately metered)		X
C) WATER (If separately metered)		X
D) ELECTRICITY (if separately metered)		X
E) SEWER CHARGES/TAXES	N/A	N/A
2) H.V.A.C. EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CHANGE AIR FILTER: QUARTERLY	X	
3) ELECTRIC EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) INTERIOR LAMP & BALLAST REPLACEMENT	X	
C) EMERGENCY LIGHTING AND EXIT LIGHTING	X	
D) PARKING FIELD & EXTERIOR BUILDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS	X	
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS	X	
5) STRUCTURAL REPAIRS * SEE PARAGRAPH ENTITLED “PREPARATION AND CARE OF PREMISES BY LANDLORD”	X	
A) REPAIR: SIDEWALKS, CURBS, RAMPS, DRIVEWAYS, PARKING AREAS, ROOF & ROOFING, INTERIOR (DUE TO FAULTY CONSTRUCTION), DRAINAGE STRUCTURES & SYSTEMS, SEWAGE STRUCTURES & SYSTEMS	X	

ITEM	LANDLORD	COUNTY
B) Repair: BUILDING ENVELOPE	X	
6) CUSTODIAL – In accordance with Amended and Restated Lease Extension terms:	X	
7) CLEAN WINDOWS – EXTERIOR, 1X/year	X	
8) SHAMPOO CARPETS AND WAX FLOORS (1x/YEAR)	X	
9) CARTAGE	X	
A) MEDICAL WASTE		
10) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
11) GROUNDS MAINTENANCE	X	
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL	X	
12) REPAIRS & MAINTENANCE OF COMMON USE AREAS	X	
13) INTERIOR MAINTENANCE AND REPAIRS (NOT CAUSED BY TENANT MISUSE, ABUSE OR NEGLECT)	X	
14) GLAZING (NOT CAUSED BY TENANT DAMAGE)	X	
15) TAXES SEE PARAGRAPH IV ENTITLED "TAXES AND UTILITIES"	Base Year Taxes	Proportionate Share Increase over Base Year
16) VERMIN AND RODENT EXTERMINATION	X	
17) FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING	X	
18) FIRE AND SECURITY ALARM – MAINTENANCE AND REPAIR	X	
19) FRES CONNECTION – MAINTENANCE AND REPAIR	X	
20) FIRE EXTINGUISHERS	X	
21) FLAG POLE	X	
22) ELEVATOR REPAIR AND MAINTENANCE		

EXHIBIT E
SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

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.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, 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.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract,

subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or 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 an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor 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 Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have **not been** convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

EXHIBIT F
BUILDING MAINTENANCE

The schedule for minimum building maintenance services shall be as follows:

- A. Notwithstanding any provision in the Amended and Restated Lease Extension providing that the County is responsible for building maintenance services, LESSOR shall, at its sole cost and expense, provide those items marked with a single asterisk (*) in all cases plus, in multi-tenant buildings, shall also provide all items marked with a double asterisk (**).
- B. When building maintenance services are to be provided by the LESSOR, all items on the schedule must be provided. The Department of Public Works may, at its discretion, permit minor frequency adjustments to the schedule. Requests for services on Saturdays, Sundays, or holidays are not permitted without the prior written consent of the Department of Public Works.
- C. All building maintenance services inside the limits of the leased space must be scheduled after 5:00 p.m. on work days unless otherwise agreed in writing by LESSOR and the Department of Public Works.

Building Maintenance Services Schedule (Asterisks are explained above in Section B.)

1. Daily services, Monday through Friday.

2. Weekly Services.

3. Every Other Week Services.

4. Monthly Services.

*a. Emergency Lighting. 30 second test is required by code.

5. Every Other Month Services.

* a. Waterless Urinals. The cartridges for the waterless urinals are to be changed every other month.

6. Quarterly Services.

*a. Batteries in Automatic Devices. All non-rechargeable batteries in automatic devices (i.e. flushometers) are to be replaced quarterly with new and old batteries are to be placed in a sealed clear plastic bag and given to a designated County representative for proper disposal.

* b. HVAC and HEPA Filters. Filters for all HVAC units are to be replaced quarterly with new and old filters are to be placed in a sealed clear plastic bag and given to a designated County representative for proper disposal.

* c. Elevators. Elevators are to be regularly tested and inspected in accordance with requirements of the authority having jurisdiction.

* d. Timers and Programmable Devices. Timers and Programmable Devices are to be adjusted quarterly to reflect the correct time and seasonal conditions.

*e. Emergency Lighting. 30 second test is required by code.

7. Three Times a Year Service:

8. Twice A Year Services:

9. Annual Services:

***Emergency Generators (where provided):**

***Emergency Generators - Hook-up only:**

Lessor shall ensure that the exterior slab within a gated fenced enclosure for a portable or permanently installed electric generator is free of any debris or stored materials. The Lessors electrician shall confirm that the exterior hook-ups and switches, etc. are completely operational and capable of providing the required back-up power.

***Emergency Generators – Installed Units:**

Where emergency generators are provided by the Lessor, he shall ensure that the generators and their fuel source are inspected and tested regularly in accordance with the requirements of the authority having jurisdiction. The Lessor shall confirm that the emergency generators are completely operational and capable of providing the required back-up power.

***Backflow Preventer:**

Should the building water service require a backflow preventer, it shall be tested by a certified entity once per year in accordance with SCDHS and SCWA requirements.

***Fire Extinguishers:**

Fire Extinguishers are to be tested and inspected in accordance with authority having jurisdiction.

***Emergency Lighting:**

1 ½ hour test is required by code.

10. Every Other Year Services:

***Low pressure boilers**

For low pressure boilers with greater than 100,000 BTU output (most units), inspections are required every two years. For inspections contact:

Risk Control Specialist, CAN
(631) 864 – 2997
walter.haupt@cna.com

or

Senior Boiler Inspector
State of New York Boiler Safety Bureau
Garden City, New York
(518) 457-2722

***Specialized Systems for Health Centers.**

Lessor shall verify and adjust airflow conditions to meet design criteria, ASHRAE Standards, AIA Guidelines for Design and Construction of Hospital and Healthcare Facilities (current edition), CDC Guidelines, New York State Mechanical Code, and the New York State Hospital Code throughout the duration of the lease for the following systems:

- Negative pressure rooms
- Sputum Booths

On a two year basis the Lessor shall:

- Replace all belts, pulleys, etc for all HVAC equipment.
- Change all filters.

11. Every Five Year Services: HVAC Air Balancing.

*Lessor shall verify and rebalance building airflow throughout the entire facility to meet design criteria, ASHRAE Standards, AIA Guidelines for Design and Construction of Hospital and Healthcare Facilities (current edition), CDC Guidelines, New York State Mechanical Code, and New York State Hospital Code throughout the duration of the Amended and Restated Lease Extension. The report shall be completed by an AABC certified air balancer in accordance with AABC standards.

No other certification is acceptable. A new air balancing report shall be provided on either a:

- Five year basis
- When any major changes are made to HVAC system such as the replacement of an HVAC unit
- When a change is made to the floor plans which would effect air flow

12. Services to be Performed as Required.

** a. Entrances and Elevators. Entrance automatic doors and elevators are to be repaired, adjusted or maintained as necessary for full and proper operation.

* b. HVAC and HEPA Filters. Filters for all mechanical units are to be changed quarterly or as requested by SCDHS.

* c. Fire Sprinkler: Testing in accordance with the requirements of the authority having jurisdiction.

* d. Fire Alarm: Testing in accordance with the requirements of the authority having jurisdiction.

* e. Emergency Lighting: Test in accordance with the requirements of the authority having jurisdiction. Batteries replaced as per manufacturer's specifications.

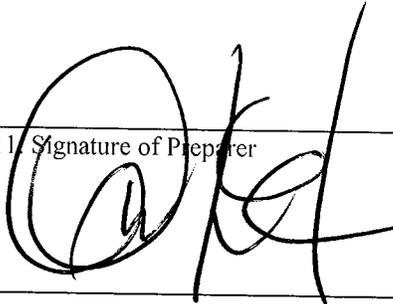
** f. HVAC Equipment Lubrication: Lubricate parts in accordance with the requirements of the manufacturer's written requirements.

* g. HVAC Belts: Replace belts on belt-driven equipment as per manufacturer's requirements unless otherwise specified in this Amended and Restated Lease Extension.

* h. Sanitary Structures: Septic tanks, grease traps, leaching pools and other sanitary structures are to be pumped out as necessary and in accordance with the requirements of the authority having jurisdiction.

* i. Exterior Lighting: All lamps and fixtures are to be kept in working order.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1801

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2010, AUTHORIZING THE EXTENSION OF THE LEASE OF PREMISES LOCATED AT 1869 BRENTWOOD ROAD, BRENTWOOD , NY FOR USE BY THE DEPARTMENT OF HEALTH SERVICES		
3. Purpose of Proposed Legislation		
TO LEASE AN ADDITIONAL 5,000 SQ. FEET OF SPACE AND TO EXTEND THE LEASE THROUGH 7/31/2022.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact:		
CURRENT LEASE COST - \$978,404.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8/1/10 - 7/31/11	\$1,000,843	
8/1/11 - 7/31/12	\$1,010,780	
8/1/12 - 7/31/13	\$1,020,891	
8/1/13 - 7/31/14	\$1,031,178	
8. Proposed Source of Funding		
FUTURE ADOPTED BUDGET'S		
9. Timing of Impact		
UPON APPROVAL		
10. Typed Name & Title of Preparer	11. Signature of Preparer	
Allen M. Kovesdy Director of Management and Research		July 27, 2010

SCIN FORM 175b (10/95)

RENT SCHEDULE FOR SUFFOLK COUNTY BRENTWOOD HEALTH CENTER

SECTION I: RENT SCHEDULE WITHOUT ADDITION

<u>Lease Year:</u>	<u>Base Rent</u>	<u>Base Taxes</u>	<u>Base CAM</u>	<u>Construction Allocation</u>	<u>Total Rent</u>	<u>Rent PSF</u>
	<u>on 51,000 sf</u>	<u>on 51,000 sf</u>	<u>on 51,000 sf</u>	<u>on 51,000 sf</u>	<u>on 51,000 sf</u>	<u>on 51,000sf</u>
8/1/10 to 7/31/11	\$567,823	\$115,260	\$67,320	\$250,440	\$1,000,843	\$19.62
8/1/11 to 7/31/12	\$577,760	\$115,260	\$67,320	\$250,440	\$1,010,780	\$19.82
8/1/12 to 7/31/13	\$587,871	\$115,260	\$67,320	\$250,440	\$1,020,891	\$20.02
8/1/13 to 7/31/14	\$598,158	\$115,260	\$67,320	\$250,440	\$1,031,178	\$20.22

108

SECTION II: RENT SCHEDULE FOR ADDITION (PRO RATA, UPON DELIVERY):

<u>Lease Year:</u>	<u>Base Rent</u>	<u>Base Taxes</u>	<u>Base CAM</u>	<u>Total Rent</u>	<u>Rent PSF</u>
	<u>on 5,000 sf</u>				
8/1/10 to 7/31/11	\$55,669	\$11,300	\$6,600	\$73,569	\$14.71
8/1/11 to 7/31/12	\$56,643	\$11,300	\$6,600	\$74,543	\$14.91
8/1/12 to 7/31/13	\$57,634	\$11,300	\$6,600	\$75,534	\$15.11
8/1/13 to 7/31/14	\$58,643	\$11,300	\$6,600	\$76,543	\$15.31

SECTION III: GROSS RENT SCHEDULE FOR EXTENSION TERM:

<u>Lease Year:</u>	<u>Rent*</u>	<u>Base Taxes</u>	<u>Total Rent</u>	<u>Rent PSF</u>
	<u>on 56,000 sf</u>	<u>on 56,000 sf</u>	<u>on 56,000 sf</u>	<u>on 56,000 sf</u>
8/1/14 to 7/31/15	\$1,000,785	\$126,560	\$1,127,345	\$20.13
8/1/15 to 7/31/16	\$1,020,801	\$126,560	\$1,147,361	\$20.49
8/1/16 to 7/31/17	\$1,041,217	\$126,560	\$1,167,777	\$20.85
8/1/17 to 7/31/18	\$1,062,041	\$126,560	\$1,188,601	\$21.23
8/1/18 to 7/31/19	\$1,083,282	\$126,560	\$1,209,842	\$21.60
8/1/19 to 7/31/20	\$1,104,948	\$126,560	\$1,231,508	\$21.99
8/1/20 to 7/31/21	\$1,127,046	\$126,560	\$1,253,606	\$22.39
8/1/21 to 7/31/22	\$1,149,587	\$126,560	\$1,276,147	\$22.79

* CAM is included in Rent

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1801

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.