Ground Lease – Eastern Campus
of Suffolk County Community College
Long Island University

Amendment No. 1
Ground Lease Agreement

This is a First Amendment to the Ground Lease Agreement (Agreement) last dated September 21, 2006 between **Suffolk County Community College (College)** having its principal office at 533 College Road, Selden, New York 11784-2899 a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk (County),** a municipal corporation of the State of New York; and

Long Island University (LIU), having an office at 700 Northern Boulevard, Brookville, New York 11548-1327.

The parties hereto have previously extended the Term of the Ground Lease from 07/31/11 to 07/31/16 and now desire to modify the above referenced Agreement to extend the term of the Ground Lease, to provide for the payment of utilities by LIU, and for various other matters.

Now therefore, it is mutually agreed as follows:

1. The Term of the Agreement shall be extended from July 31, 2016 to July 31, 2021.

2. The Cost of the Lease (annual rent) for August 1, 2011 through July 31, 2012 is $81,967.12. The annual rent for subsequent years of the term shall be the rent for the preceding year increased by a percentage equal to the percentage increase in the regional consumer price index for all urban consumers (CPI-U) during the twelve month period ending December 31st of each subsequent year. For the years following July 31, 2016 said increase shall be the lesser of the regional consumer price index for all urban consumers (CPI-U) during the twelve month period ending December 31st for each subsequent year or 3% per annum.

3. Effective August 1, 2011, LIU shall be solely responsible for the cost of connection and supply of electricity to the modular building located on the Ground Lease premises. If not already available, the College will cooperate with LIU to install that connection. All other utilities required to operate the modular building (water and sewage) shall be supplied at no additional cost through existing connections maintained by the College.

4. LIU shall pay to the College upon execution of this Amendment the sum of One Hundred and Fifty Thousand Dollars ($150,000) representing unpaid utility charges from August 1, 2006 to July 31, 2011.

5. The College agrees to provide reasonable assistance to LIU with respect to any permits or approvals necessary for any landscaping improvements or installations such as retaining walls, drainage conduits, and minor excavations for information technology

Amendment No. 1
Ground Lease Agreement

upgrades, utility meters, and any new staircase ramps and/or porch for the existing modular building. LIU shall be responsible for the costs of any landscaping, building or building related improvements made hereunder.

6. The College agrees to maintain custodial and grounds keeping services as has been provided during the term of this Lease, which shall include daily garbage removal, daily cleaning of bathrooms, parking lot maintenance and mowing. In the event of facility inspection by a third party, the College shall immediately notify LIU's site representative.

7. Paragraph 5 of the Ground Lease Agreement shall be amended as follows:

   5b shall refer to the College library at Riverhead;
   5c: strike out 'and bookstore';
   5f: strike out 'textbooks and course materials'.

8. All other terms and conditions of the original Ground Lease Agreement not inconsistent herewith shall remain in full force in effect throughout the entire term, as extended, of the Ground Lease Agreement and Amendment.

In Witness Whereof, the parties hereto have executed this Amendment No. 1 to the Ground Lease as of the last date written below.

Long Island University

Robert N. Ach

Vice President for Finance
and Chief Financial Officer

Date: 11/8/11

Suffolk County Community College

Shaun L. McKay

Dr. Shaun L. McKay
President

Date: 1/26/12

Approved As to Legality:

Louis J. Petrizzo
General Counsel

Date: 01/25/12

Recommended:

Carla Mazzarelli

~~William E. Cummings, Jr.~~ Carla Mazzarelli
~~Associate~~ Vice President Academic &
Student Affairs

Date: 1/25/12

Ground Lease – Eastern Campus
of Suffolk County Community College
Long Island University

Ground Lease Agreement

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

Long Island University (LIU), having an office at 700 Northern Boulevard, Brookville, New York 11548-1327.

The **College** desires to lease land at its Eastern Campus in Riverhead, New York **(Premises)** to **Lessee,** as further described in Exhibit B.

Term of Lease:	August 1, 2006 to July 31, 2011, with one (1) five-year option to renew.
Cost of Lease:	$70,000.00 for August 1, 2006 through July 31, 2007. The annual rent for subsequent years of the term shall be the rent for the preceding year increased by a percentage equal to the percentage increase in the regional consumer price index for all urban consumers (CPI-U) during the twelve month period ending December 31st of each subsequent year.
Terms and Conditions:	Shall be as set forth in Exhibits A through E, attached.

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

Long Island University

Robert N. Altholz

By: Robert Altholz
Vice President for Finance
and Chief Financial Officer
Date: 8/11/06

Suffolk County Community College

By: Dr. Shirley J. Pippins
President
Date: 8/31/06

Approved As To Legality:
Christine Malafi
Suffolk County Attorney

By: Basia Braddish
Assistant County Attorney
Date: Sept 21, 2006

Recommended:

By: George Gatta
Vice President for Workforce and
Economic Development
Date: 8/29/06

Suffolk County Community College

By: Ilene S. Kreitzer
Executive Director of Legal Affairs

Date: 8/30/06

Recommended:

By: James F. Canniff
Vice President for Academic and
Student Affairs

Date: 8/24/06

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

(SEAL)

On this 11th day of August 2006 before me personally came Robert Altholz, to me known, who being duly sworn, did depose and say that he/~~she~~ resides in Old Brookville, that he/~~she~~ is the Chief Financial Officer of Long Island University ~~the school district~~ described in and which executed the foregoing instrument, ~~that he/she knew the seal of said school district, that the seal affixed to such said instrument was such corporate seal, that it was so affixed by the order of the Board of such school district, and that he/she signed his/her name thereto by like order.~~

Notary Public

SUZANNE VOSS SHANE
Notary Public, State of New York
Qualified in Suffolk County
Certified in New York County
No. 4950715 Term Expires May 8, 2007

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Exhibit A
General Terms and Conditions

Whereas, the College had leased a modular building from Resun Corporation, which was used for educational purposes at its Eastern Campus in Riverhead, New York; and

Whereas, the lease between the College and Resun has expired and the modular building was to be dismantled and removed; and

Whereas, LIU will enter into a separate lease with Resun for the modular building and use it to provide graduate courses and other courses as approved by the College (see Exhibit C); and

Whereas, LIU desires to lease from the College the land on its Eastern Campus on which the modular building is currently located, which is legally described on Exhibit B hereto; and

Whereas, the College has determined that such use will materially enhance and support its mission;

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

1. Inconsistent Provisions

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

2. Description

The College hereby leases to LIU approximately .83 acres (125' x 209') located on the eastern side of the College's Eastern Campus in Riverhead, New York (Premises), shown as the highlighted area on the Map, attached to Exhibit B, to be used by LIU for the maintenance of a modular building(s), not to exceed 12,000 square feet in total, in which LIU will offer graduate courses and other courses as approved by the College (see Exhibit C).

3. Term and Termination

a. Term

i. This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below.

ii. The option to renew may only be exercised with the mutual agreement of the parties. A request to exercise an option to renew must be made by LIU in writing at least eighteen (18) months prior to the expiration of the contract period. The College may, with or without reason, deny LIU's request to exercise the option.

b. Termination for Cause

This Agreement may be terminated in whole or in part in writing by the College in the event of failure by LIU to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless LIU is given fifteen (15) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered personally or by certified mail, return receipt requested. During such fifteen (15) day period, LIU will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination. Prior to issuance of a written termination notice ("Termination Notice") by the College, LIU shall be given an additional five (5) days to cure all failures to fulfill its obligations under this Agreement. In the event that LIU has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the combined twenty (20) day period, the College will issue a Termination Notice, effective at the completion of the semester in which it is issued or within ten (10) days of its issuance, whichever is later.

c. Termination for Convenience

The College and LIU shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination by the College shall be effective until the completion of the semester in which notice is given or within ten (10) days of notice, whichever is later.

d. Lease Payment Obligations Upon Termination

In the event of termination pursuant to this Exhibit A, Paragraph 3, all future lease payment obligations shall terminate as of the date of termination (pro rated accordingly) and any monies prepaid by LIU shall be promptly refunded.

4. Lease Payments

a. In consideration of the College faithfully complying with all if the covenants set forth in this Lease, LIU shall compensate the College according to the following schedule:

Annual Lease Payment:	$70,000.00 for August 1, 2006 through July 31, 2007. The annual rent for subsequent years of the term shall be the rent for the preceding year increased by a percentage equal to the percentage increase in the regional consumer price index for all urban consumers (CPI-U) during the twelve month period ending December 31st of each subsequent year.

Number of Years: Initial Lease Term – Five (5) years
Option Lease Term – Five (5) years

b. Payments shall be made to Lessor to the College on the 1st of each month to the following address:

Suffolk County Community College
ATTN: Business and Financial Affairs Office
533 College Road, NFL232
Selden, New York 11784

Except as specifically provided otherwise in this Lease, the Lease payment will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any defects, malfunctions, breakdowns, or infirmities in the Premises or any accident, condemnation or unforeseen circumstances.

5. LIU's Obligations

a. LIU's use of the Premises shall be limited to operating the educational programs set out in the "Academic Usage Agreement" attached hereto as Exhibit C. LIU shall take good care of the Premises and preserve the Premises in good order and condition.

b. LIU's students will have full use of the College library during the hours of operation established by the College. LIU and the College may develop a plan for placing appropriate books, journals and other materials to support LIU's programs in the College's library. LIU will bear the expense of such acquisitions. LIU will also pay for direct costs of providing library orientation sessions to LIU's students.

c. LIU's students and staff will have full access to the College cafeteria and bookstore during the hours of operation established by the College.

d. LIU's students shall obtain a College identification card, which will identify them as LIU's students.

e. LIU shall obtain a postage meter and shall pay directly for all outgoing mail from the College. Daily mail pick-up and delivery will be provided to LIU by the College.

f. LIU shall abide by College policies and procedures with respect to contracting for food services, vending machines, textbooks and course materials, and any or all other outside vendors/services.

g. LIU shall cancel its classes at any time that the College determines it must cancel its own classes due to extreme weather conditions or other emergency. LIU shall provide the College with contact numbers for this purpose and for other emergency situations.

h. LIU shall arrange for its own telephone, data, communication, cable and internet services. LIU shall coordinate with the College's Director of Networking and Telecommunications and Executive Director of Computer Information Services to insure that such services do not interfere with the College's existing services. The College shall cooperate with LIU in the making of such arrangements and, if necessary, allow LIU to use some of the College's underground wires provided such use would not interfere with the College's use thereof.

i. LIU will not have access to College computing facilities as a result of this Lease, except for terminals available for general use in the College library and the College's computer labs.

j. LIU's students and staff will be required to comply with all parking regulations, traffic rules and other requirements applicable to College students and staff for use of the College's facilities and services.

k. LIU shall be solely responsible for the costs of connections and maintenance of water, sewerage, electricity and gas (if required) to the modular building(s) located on the Premises. The College will cooperate with LIU to obtain same.

l. LIU shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved in the use of the Premises and related facilities and agrees to remove any personnel, including LIU students, whose acts or failures to act are determined in the sole reasonable judgment of the College, after consulting with LIU, to be detrimental to the College.

m. Requests for occasional, incidental or temporary use of other College space at the Eastern Campus should be submitted to the Campus Dean. Should LIU require the use of other College space on a permanent basis, all arrangements shall be coordinated through the College's Vice President for Economic and Workforce Development on a case-by-case basis and shall be subject to a written agreement between the parties.

n. LIU shall be solely responsible for compliance with State and local Fire Marshall requirements pertaining to the modular building.

o. LIU will reimburse the College for the costs of maintenance service provided by the College, other than general custodial services which are covered by the annual lease payments.

p. LIU will provide the College with a copy of its lease with Resun Corporation.

6. The College's Obligations

a. The College will provide custodial services for the modular building(s) situated on the Premises.

b. The College shall provide snow removal and access to LIU's programs on the same basis as provided to College programs.

c. The College shall provide keys and security services to LIU on the same basis as provided to College programs. Security services shall include monitoring the fire alarm system in the modular building(s) situated on the Premises.

d. The College will provide LIU with the College's academic calendar at least six months prior to the commencement of each academic year.

e. In the event of a medical or other emergency at the Premises or the modular building(s) located on it, College security and/or the Campus nurse will provide assistance, as appropriate.

f. The College will provide maintenance services for the modular building(s) located on the Premises and will be paid for by LIU as provided in Exhibit A, Paragraph 6(o).

7. Signage and Advertising

a. LIU is permitted to install signs at its own cost to direct students and visitors to the site of the LIU's programs provided that such signage is in keeping with the standards for the signage that the College provides for its own programs. LIU shall submit signage mockups and proposed locations to the College's Vice President for Institutional Advancement for approval. ***No signage may be installed without such prior approval.***

b. The College and LIU will cooperate and collaborate in matters of advertising and promotion in which either party may use the name, logo or trademark of the other party. However, neither party will use the name, trademark or logo of the other without prior written permission except for the address of LIU's program.

c. Any mention of the College or the Premises in promotional materials or media advertising generated by or from LIU, other than an address, must be submitted to the College's Vice President for Institutional Advancement for prior approval.

d. LIU shall make it known in all publicity that proceeds of admissions, charges and/or donations are for the benefit of LIU and not for the College. Where activities involve workshops, seminars and/or courses, a statement on all promotional materials is required indicating that such activities are not offered under the auspices of the College.

8. Restoration of Premises upon Termination of Lease

Upon termination of the Lease, LIU shall restore the Premises to its condition on commencement of the Lease, except that the modular building(s) shall have been removed pursuant to Exhibit A, Paragraph 9, hereof.

9. Status of Modular Building upon Termination of Lease

LIU will be solely responsible for the cost of dismantling and removing the building(s) at the end of the lease term or earlier termination of the lease.

10. Quiet Enjoyment

The College covenants that if and so long as LIU pays the rent and additional rent and performs the covenants thereof, LIU shall peaceably and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.

11. Alterations

LIU shall not make any alterations, installations, improvements, additions, renovations or physical changes to the Premises or any part or portion thereof of the Premises without the prior written consent of the College, which shall not be unreasonably withheld.

12. No Assignment

LIU shall not sell, convey, assign, transfer, sublease, encumber or otherwise dispose of its interests, rights or obligations under this Lease.

13. Risk of Loss or Destruction

LIU agrees that the risk of loss or destruction from any peril to the building(s), improvements, furniture, fixtures, equipment or other personal property of LIU while on the Premises shall be borne by LIU. It is further understood that LIU waives any right to subrogation against the College for loss or destruction or from any peril to the buildings, improvements, furniture, fixtures, equipment or other personal property of LIU while on the Premises.

14. Negative Covenants

LIU agrees not to use, suffer or permit any person to use in any manner whatsoever the Premises or any part thereof for any illegal purpose, or for any purpose in violation of any federal, state, county or municipal law, ordinance, rule, order or regulation of the College now in effect or hereinafter enacted, amended or adopted.

15. Hazardous Substances

LIU shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse or handle hazardous substances or waste on the Premises. As used herein, "hazardous substances or waste" shall include, but not be limited to, any flammable explosives, gasoline, petroleum products, polychlorinated biphenyl, radioactive materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule or regulations

including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. section 5101 *et seq.*), the Solid Waste Disposal Act, as amended (42 U.S.C. section 6901 *et seq.*) and the regulations adopted and publications promulgated pursuant thereto.

16. Indemnification

a. Except to the extent arising out of or resulting from the negligent acts or omissions or willful misconduct of the College, LIU assumes all risks incidental to the use of the Premises and related College facilities and shall be solely responsible for any and all accidents and injuries to persons (including death) and property arising out of or in connection with the use of the Premises and related College facilities and hereby covenants and agrees to indemnify and hold harmless the College, its officers, employees and agents from any and all claims, suits, actions, damages and costs of every nature and description arising out of the negligent acts or omissions or willful misconduct of LIU and relating to the use of the Premises and related College facilities or the violation of any law, code, order, ordinance, rule or regulation in connection therewith by LIU, its agents, employees, invitees or contractors.

b. Each party shall be responsible for any claims, liabilities, suits proceedings or actions of any kind and of whatever name and nature as the same may relate in any manner to the use of space of the Premises and related College facilities arising from such party's negligence or willful misconduct.

c. To the extent permitted by law, the College shall be responsible for any claims, costs, damages or injuries to persons or property of whatever kind or nature arising out of the activities or negligence of the College, its officers and employees.

17. Insurance

a. LIU agrees to procure, pay the entire premium for and maintain throughout the term of this Lease, insurance in amounts and types specified by the College. LIU agrees to require that all if its subcontractors, in connection with work performed for LIU related to this Lease, procure, pay the entire premium for and maintain throughout the term of this Lease insurance in amounts and types equal to that specified by the College for LIU. Unless otherwise specified by the College and agreed to by LIU, in writing, such insurance will be as follows:

i. **Property Insurance** on an all risk basis in an amount not less than the replacement cost of LIU's personal property.

ii. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage combined and Three Million Dollars ($3,000,000.00) annual aggregate.

iii. **Automobile Liability** insurance (if any vehicles are used by Lessor in the performance of this Lease) in an amount not less than One Million Dollars ($1,000,000) each accident for bodily injury/property damage combined.

iv. **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, 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 Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement 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 or an insurance reciprocal with an A.M. Best rating of A- or better.

c. LIU shall furnish to the College a certificate of insurance for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the certificate of insurance shall evidence the College and the County's status as additional insureds on the policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the College at its address set forth in the paragraph entitled "Notice Requirements/Contact Persons" or at such other address of which the College shall have given LIU notice in writing.

18. No Broker

LIU and the College represent and warrant that all of its negotiations with respect to this Lease were conducted exclusively between LIU and the College, and neither LIU nor the College used the services of any broker or finder with respect to this Lease or the leasehold estate created by it.

19. Notice Requirements/Contact Persons

a. Any communication, notice, claim for payment or other submission necessary or required to be made by the parties regarding this Lease ("Notice") shall be in writing and either (a) sent to the parties by registered or certified mail, postage prepaid or (b) delivered in person or by

overnight courier with receipt acknowledged at the following addresses (or at such other address that may be specified in writing by the parties):

For the College:

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

For LIU:

Robert Altholz
Vice President for Finance & Chief Financial Officer
Long Island University
700 Northern Blvd.
Brookville, New York 11548-1327

Each Notice mailed shall be deemed given on the third business day following the date of mailing the same and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

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

For the College:

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

For LIU:

Office of University Counsel
Long Island University
700 Northern Blvd.
Brookville, New York 11548-1327

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

20. Waiver of Jury Trial

To the extent such waiver is permitted by law, LIU and the College hereby waive trial by jury in any action, proceeding or counterclaim brought by LIU or the College against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of landlord and tenant, the use or occupancy of the Premises by LIU or any person claiming through or under LIU, any claim of injury or damages, and any emergency or other statutory remedy. The provisions of the foregoing sentence shall survive the expiration or any sooner termination of the term hereof. If the College commences any summary proceeding for nonpayment of rent, LIU agrees not to interpose any counterclaim of whatever nature or description in any such proceeding.

21. Entire Agreement

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease.

End of text of Exhibit A

Exhibit B
Description of Premises

The Premises are sited on approximately .83 acres (125' x 290') in the south-west corner of Parking Field 3 on the eastern side of the Riverhead Campus of Suffolk County Community College. An aerial photograph of the Premises is attached.

End of text of Exhibit B

30'
45'
21'
74'

Exhibit C
Academic Usage Agreement

1. LIU shall offer graduate programs at the Eastern Campus of the College in the disciplines of Education, Homeland Security and Public Administration. LIU may develop and offer new graduate programs at the College's Eastern Campus, subject to Paragraph 2, below.

2. LIU shall not offer any undergraduate, Continuing Education or new graduate classes or programs at the College that compete with the College's classes or programs and shall not offer any other undergraduate, Continuing Education or new graduate classes or programs without the prior written approval of the College's President.

3. LIU may develop and offer upper division undergraduate courses and bachelor degree programs through articulation agreements and/or dual registration agreements with the College.

4. LIU shall be responsible for all administrative tasks associated with course development, student registration, and program management, including maintenance of its own database through the LIU's computer system, for all classes or programs offered by it.

5. Classrooms, faculty and administrative offices in the building(s) on the Premises shall be dedicated solely to LIU.

6. The College shall not permit other colleges or universities to offer classes or programs at its Eastern Campus that directly compete with classes or programs offered by LIU at the College's Eastern Campus, whether under the terms of this Agreement or the terms of any articulation agreements or dual enrollment agreement between the College and LIU, other than the social work courses currently offered by Stony Brook University.

End of text of Exhibit C

Exhibit D
Board of Trustees Resolution No. 2006.43 Approving the Lease

[attached]

End of text of Exhibit D

EXHIBIT D

Suffolk
COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES
June 8, 2006

RESOLUTION NO. 2006. 43 APPROVING A GROUND LEASE AT THE EASTERN CAMPUS IN RIVERHEAD, NEW YORK

WHEREAS, Suffolk County Community College had leased a modular building from Resun Corporation, which was used for educational purposes at its Eastern Campus in Riverhead, New York, and

WHEREAS, the lease between the College and Resun has expired and the modular building was to be dismantled and removed, and

WHEREAS, Long Island University (LIU) will enter into a separate lease with Resun for the modular building and use it to provide graduate courses and other courses as approved by the College, and

WHEREAS, LIU desires to lease from the College the land on its Eastern Campus on which the modular building is currently located and desires to have the College provide custodial and security services for the modular building as well as necessary parking, and

WHEREAS, such use will materially enhance and support the College's mission, be it therefore

RESOLVED, that the President of the College, or her designee, is hereby authorized to enter into a ground lease with LIU for a five-year term.

George Kane, Secretary
Board of Trustees

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

Exhibit E
General Terms and Conditions

Capacity to Contract: LIU warrants that its entry into this Assignment was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

Fire, Flood, or Strike: Neither party shall be liable for the failure to perform its part of this Lease when such failure is due to fire, flood, strikes or similar labor disturbances, industrial disturbances, wars, riots, insurrection, Acts of God and/or other causes beyond the control of the parties.

Changes to Agreement: To the extent permitted by law, this Lease may be modified in writing, executed by the parties hereto upon such terms and conditions as may be mutually agreed upon between the parties but no such modification shall be effective until so executed and approved.

Not a Co-Partnership: Nothing herein contained shall create or be construed as creating a co-partnership between the College and LIU or to constitute LIU or its officers, employees as agents or employees of the College.

Independent Contractor: It is expressly agreed that LIU's status hereunder is that of an independent contractor. Neither LIU nor any person authorized by LIU to use the Premises shall be considered employees of the College for any purpose. The relationship between the parties is that of Lessor – Lessee and LIU, in accordance with its status as such, covenants and agrees that it shall conduct itself consistent with such status, that it will nether hold itself out as nor claim to be an officer or employee of the College by reason hereof, and that LIU and its officers and employees shall not, by reason hereof, make any claims, demands or application to, or for any right of privilege including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit as officers, employees or agents of the College.

Contractor's/Vendor's Public Disclosure Statement: LIU 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 Lease's duration. LIU acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Lease.

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

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

No Implied Waiver: No failure or delay by either party in enforcing any right or remedy under this Lease shall be construed as a waiver of any future or other exercise of such right or remedy.

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 Lease and to seek other remedies as set forth therein, for violations of this Law. LIU 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 Form: Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003: LIU represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffoll 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.** Assignee shall not use County funds to assist, promote, or deter union organizing. **b.** No County funds shall be used to reimburse Assignee for any costs incurred to assist, promote, or deter union organizing. **c.** T County of Suffolk shall not use County funds to assist, promote, or deter union organizing. **d.** No employer shall us County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promot or deter union organizing. If Assignee services are performed on County property, Assignee must adopt a reasonab access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement, and a majorit authorization card agreement. If Assignee services are for the provision of human services and such services are no to be performed on County property, Assignee must adopt, at the least, a neutrality agreement. Under the provision of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Assignment and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-L01; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

Gratuities: LIU 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 Lease has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

Prohibition Against Contracting with Corporations that Reincorporate Overseas: LIU 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.

Child Sexual Abuse Reporting Policy: LIU agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Lease with regard to child sexual abuse reporting policy.

Non Responsible Bidder: LIU 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 Lease, LIU 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."

Use of Funds in Prosecution of Civil Actions Prohibited: Pursuant to the Suffolk County Code Section §590-3, LIU represents that it shall not use any of the moneys received under this Lease, either directly or indirectly, in connection with the prosecution of any civil action against the 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.

Certification as to Relationships: Pursuant to the Suffolk County Code Chapter 143, Article II, and Suffolk County Code §143-6(B) specifically, the parties to this Lease hereby certify that, other than the funds provided in this Lease 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 Lease, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Lease.

Set-Off Rights: The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to LIU under this Lease up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

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>. Click on "Laws of Suffolk County" under "Suffolk County Links."

Not in Default: No failure or delay by either party in enforcing any right or remedy under this Lease shall be construed as a waiver of any future or other exercise of such right or remedy.

Non-Discrimination Requirements: In accordance with Article 15 of the New York State Executive law (also known as the Human Rights Law) and all other County, State and federal administrative, statutory and constitutional nondiscrimination provisions, LIU shall not discriminate against any employee or

applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation, military service, or marital status.

Nonsectarian Declaration: LIU agrees that all services performed under this Lease are secular in nature, that no funds received pursuant to this Lease will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief. Further, LIU agrees that all program services are and will be available to all eligible individuals regardless of religious belief or affiliation.

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

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

No Intended Third Party Beneficiaries: This Lease entered into solely for the benefit of the College and LIU. No third party shall be deemed a beneficiary of this Lease, and no third party shall have the right to make any claim or assert any right under this Lease.

End of text of Exhibit E