

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

APPLICATION FOR FINANCIAL ASSISTANCE

APPLICATION OF:

EGB Hospitality, LLC

APPLICANT NAME

Please respond to all questions in this Application for Financial Assistance (the "Application") by, as appropriate:

- filling in blanks;
- checking the applicable term(s);
- attaching additional text (with notation in Application such as "see Schedule H, Item # 1"; etc.); or
- writing "N.A.", signifying "not applicable".

All attachments responsive to questions found in this Application should be clearly labeled and attached as Schedule I to the Application. If an estimate is given, enter "EST" after the figure. One signed original and one photocopy of the Application (including all attachments) must be submitted.

The following amounts are payable to the Nassau County Industrial Development Agency (the "Agency") at the time this Application is submitted to the Agency: (i) a \$1,500 non-refundable application fee (the "Application Fee"); (ii) a \$3,500 expense deposit for the Agency's Transaction/Bond Counsel fees and expenses (the "Counsel Fee Deposit"); (iii) a \$4,500 expense deposit for the cost/benefit analysis with respect to the project contemplated by this Application (the "Cost/Benefit Deposit"), and (iv) a \$500 expense deposit for the real property tax valuation analysis, if applicable, with respect to the project contemplated by this Application (the "Valuation Deposit"). The Application Fee will not be credited against any other fees or expenses which are or become payable to the Agency in connection with this Application or the project contemplated herein (the "Project"). In the event that the subject transaction does not close for any reason, the Agency may use all or any part of the Counsel Fee Deposit, the Cost/Benefit Deposit and/or the Valuation Deposit to defray the cost of Transaction/Bond Counsel fees and expenses, the cost of obtaining a cost/benefit analysis and/or the cost of obtaining a real property tax valuation with respect to the Project. In the event that the subject transaction does close, the Counsel Fee Deposit, the Cost/Benefit Deposit and the Valuation Deposit shall be credited against the applicable expenses incurred by the Agency with respect to the Project.

Every signature page comprising part of this Application must be signed by the Applicant or this Application will not be considered complete or accepted for consideration by the Agency.

The Agency's acceptance of this Application for consideration does not constitute a commitment on the part of the Agency to undertake the proposed Project, to grant any financial assistance with respect to the proposed Project or to enter into any negotiations with respect to the proposed Project.

Information provided herein may be subject to disclosure under the New York Freedom of Information Law (New York Public Officers Law § 84 et seq.) ("FOIL"). If the Applicant believes that a portion of the material submitted with this Application is protected from disclosure under FOIL, the Applicant should mark the applicable section(s) or page(s) as "confidential" and state the applicable exception to disclosure under FOIL.

1/11/2023 (Updated)

DATE

PART I APPLICANT

A. APPLICANT FOR FINANCIAL ASSISTANCE:

Name: EGB Hospitality, LLC

Address: 1899 Hempstead Turnpike, East Meadow, NY 11554

Fax: N/A

NY State Dept. of Labor Reg #: _____ Federal Employer ID #: [REDACTED]

NAICS Code #: 722320

Website: www.TheGrandLantern.com

Name of CEO or Authorized Representative Certifying Application: Elias Trahanas

Title of Officer: Member

Phone Number: 516-376-8006 E-Mail: Elias@EGBHospitality.com

B. BUSINESS TYPE (Check applicable status. Complete blanks as necessary):

Sole Proprietorship General Partnership Limited Partnership

Limited Liability Company Privately Held Corporation

Publicly Held Corporation Exchange listed on _____

Not-for-Profit Corporation

Income taxed as: Subchapter S Subchapter C

501(c)(3) Corporation Partnership

State and Year of Incorporation/Organization: New York 2020

Qualified to do Business in New York: Yes No N/A

C. APPLICANT COUNSEL:

H. Has the Applicant (or any parent company, subsidiary, affiliate or related entity or person) been involved in, applied for or benefited by any prior industrial development financing in the municipality in which this Project is located, whether by the Agency or another issuer, or in a contiguous municipality? ("Municipality" herein means city, town or village, or, if the Project is not in an incorporated city or village, Nassau County.) If YES, describe:

YES _____ NO X

I. Is the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities involved in any litigation or aware of any threatened litigation that would have a material adverse effect on the Applicant's financial condition or the financial condition of said principal(s)? If YES, attach details at Schedule I.

YES _____ NO X

J. Has the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities, or any other business or concern with which such entities, persons or principal(s) have been connected, ever been involved, as debtor, in bankruptcy, creditors rights or receivership proceedings or sought protection from creditors? If YES, attach details at Schedule I.

YES _____ NO X

K. Has the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities, ever been convicted of any felony or misdemeanor (other than minor traffic offenses), or have any such related persons or principal(s) held positions or ownership interests in any firm or corporation that has been convicted of a felony or misdemeanor (other than minor traffic offenses), or are any of the foregoing the subject of a pending criminal proceeding or investigation? If YES, attach details at Schedule I.

YES _____ NO X

L. Has the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities, or any other business or concern with which such entities, persons or principal(s) have been connected, been cited for (or is there a pending proceeding or investigation with respect to) a civil violation of federal, state or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution, taxation, or other operating practices? If YES, attach details at Schedule I.

YES _____

NO x _____

M. Is the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities, or any other business or concern with which such entities, persons or principal(s) have been connected, delinquent or have any of the foregoing persons or entities been delinquent on any New York State, federal or local tax obligations within the past five (5) years? If YES, attach details at Schedule I.

YES _____

NO x _____

N. Complete the following information for principals (including, in the case of corporations, officers and members of the board of directors and, in the case of limited liability company, members and managers) of the Applicant:

<u>Name</u>	<u>Title</u>	<u>Other Business Affiliations</u>
<u>See Exhibit A.</u>	_____	_____
_____	_____	_____
_____	_____	_____

Do any of the foregoing principals hold elected or appointive positions with New York State, any political division of New York State or any other governmental agency? If YES, attach details at Schedule I.

YES _____

NO x _____

Are any of the foregoing principals employed by any federal, state or local municipality or any agency, authority, department, board, or commission thereof or any other governmental or quasi-governmental organization?

YES _____

NO x _____

O. Operation at existing location(s) (Complete separate Section O for each existing location):

1. (a) Location: Eisenhower Park - 1899 Hempstead Turnpike, East Meadow NY 11554

(b) Number of Employees: Full-Time: Exhibit B Part-Time: Exhibit B

(c) Annual Payroll, excluding benefits: Exhibit B

(d) Type of operation (e.g. manufacturing, wholesale, distribution, retail, etc.) and products or services: Catering & Restaurant Services

(e) Size of existing facility real property (i.e., acreage of land): 35,000 sq. feet

(f) Buildings (number and square footage of each): 1 building / 35,000 sq. feet

(g) Applicant's interest in the facility

FFE Title: Lease: Other (describe below):

EGB Hospitality, LLC was awarded a 15 year license (with a 5 year option) by the Nassau County Parks Department
to operate Catering, Concession, and Restaurant Operations from Eisenhower Park

2. Will the completion of the proposed Project result in the removal of a plant or facility of the Applicant, or of a proposed user, occupant or tenant of the Project, or a relocation of any employee of the Applicant, or any employee of a proposed user, occupant or tenant of the Project, from one area of the State of New York (but outside of Nassau County) to a location in Nassau County or in the abandonment of such a plant or facility located in an area of the State of New York outside of Nassau County? If YES, complete the attached Anti-Raiding Questionnaire (Schedule D).

YES

NO X

3. Will the proposed Project result in the removal or abandonment of a plant or facility of the Applicant, or of a proposed user, occupant or tenant of the proposed Project, or a relocation of any employee of the Applicant, or any employee of a proposed user, occupant or tenant of the proposed Project, located within Nassau County? If YES, identify the location of the plant or facility and provide explanation.

YES

NO X

P. Has the Applicant considered moving to another state or another location within New York State? If YES, explain circumstances.

YES

NO X

Q. Does any one supplier or customer account for over 50% of Applicant's annual purchases or sales, respectively? If YES, attach name and contact information for supplier and/or customer, as applicable:

YES

NO X

R. Does the Applicant (including any related entity or person) or any principal(s) of the Applicant or its related entities, or any other business or concern with which such entities, persons or principal(s) have been connected, have any contractual or other relationship with the Agency or the County of Nassau? If YES, attach details at Schedule I.

YES X NO

S. Nature of Applicant's business (e.g., description of goods to be sold, products manufactured, assembled or processed, services rendered):

See Exhibit C

T. ANY RELATED PARTY PROPOSED TO BE A USER OF THE PROJECT:

Name: N/A

Relationship to Applicant: N/A

Provide the information requested in Questions A through S above with respect to each such party by attachment at Schedule I.

PART II. PROPOSED PROJECT

A. Types of Financial Assistance Requested:

- Tax-Exempt Bonds
- Taxable Bonds
- Refunding Bonds
- Sales/Use Tax Exemption
- Mortgage Recording Tax Exemption
- Real Property Tax Exemption
- Other (specify): _____

B. Type of Proposed Project (check all that apply and provide requested information):

- New Construction of a Facility
Square footage: _____
- Addition to Existing Facility
Square footage of existing facility: _____
Square footage of addition: _____
- Renovation of Existing Facility
Square footage of area renovated: 35,000
Square footage of existing facility: 35,000
- Acquisition of Land/Building
Acreage/square footage of land: _____
Square footage of building: _____
- Acquisition of Furniture/Machinery/Equipment
List principal items or categories:
See Exhibit D
- Other (specify): _____

C. Briefly describe the purpose of the proposed Project, the reasons why the Project is necessary to the Applicant and why the Agency's financial assistance is necessary, and the effect the Project will have on the Applicant's business or operations:

See Exhibit E.

D. Is there a likelihood that the proposed Project would not be undertaken by the Applicant but for the granting of the financial assistance by the Agency? (If yes, explain; if no, explain why the Agency should grant the financial assistance with respect to the proposed Project)

YES X NO _____

The scope of the project is not financially sound without assistance.

With financial assistance the improvements necessary to bring national golf events will be met.

E. If the Applicant is unable to arrange Agency financing or other Agency financial assistance for the Project, what will be the impact on the Applicant and Nassau County? Would the Applicant proceed with the Project without Agency financing or other Agency financial assistance? Describe.

See Exhibit F.

F. Location of Project:

Street Address: 1899 Hempstead Turnpike

City/Village(s): Exempt - Municipal Land

Town(s): Exempt - Municipal Land

School District(s): Exempt - Municipal Land/Building

Tax Map Section: _____ Block: _____ Lot: _____

Census Tract Number: _____

G. Present use of the Project site: Datening and Restaurant Operations / Golf Course

H. (a) What are the current real estate taxes on the Project site? (If amount of current taxes is not available, provide assessed value for each):

General: \$ Exempt
School: \$ Exempt
Village: \$ Exempt

(b) Are tax certiorari proceedings currently pending with respect to the Project real property? If YES, attach details at Schedule I including copies of pleadings, decisions, etc.

YES _____

NO X

I. Describe proposed Project site ownership structure (i.e., Applicant or other entity):

All the contents are the property of EGB Hospitality.

J. To what purpose will the building or buildings to be acquired, constructed or renovated be used by the Applicant? (Include description of goods to be sold, products to be manufactured, assembled or processed and services to be rendered.)

EGB Hospitality will operate the catering, restaurant, and golf concessions.

Post renovations the building facilities will afford Nassau county the ability to host national Golf tournaments.

K. If any space in the Project is to be leased to or occupied by third parties (i.e., parties not related to the Applicant), or is currently leased to or occupied by third parties who will remain as tenants, provide the names and contact information for each such tenant, indicate total square footage of the Project to be leased to each tenant, and describe proposed use by each tenant:

N/A

L. Provide, to the extent available, the information requested, in Part I, Questions A, B, D and O, with respect to any party described in the preceding response.

N/A

M. Does the proposed Project meet zoning/land use requirements at proposed location?

YES X

NO _____

1. Describe present zoning/land use: Nassau County Municipal Building

2. Describe required zoning/land use, if different: _____

3. If a change in zoning/land use is required, please provide details/status of any request for change of zoning/land use requirements:

N. Does the Applicant, or any related entity or person, currently hold a lease or license on the Project site? If YES, please provide details and a copy of the lease/license.

YES _____ NO _____

O. Does the Applicant, or any related entity or person, currently hold fee title to (i.e. own) the Project site?

YES _____ NO _____

If YES, indicate:

- (a) Date of purchase: _____
- (b) Purchase price: \$ _____
- (c) Balance of existing mortgage, if any: \$ _____
- (d) Name of mortgage holder: _____
- (e) Special conditions: _____

If NO, indicate name of present owner of Project site: Nassau County

P. Does the Applicant or any related person or entity have an option or a contract to purchase the Project site and/or any buildings on the Project site?

YES _____ NO _____

If YES, attach copy of contract or option at Schedule I and indicate:

- (a) Date signed: _____
- (b) Purchase price: \$ _____
- (c) Closing date: _____

Is there a relationship legally or by virtue of common control or ownership between the Applicant (and/or its principals) and the seller of the Project (and/or its principals)?

If YES, describe:

YES _____ NO _____

Q. Will customers personally visit the Project site for either of the following economic activities? If YES with respect to either economic activity indicated below, complete the attached Retail Questionnaire (Schedule L):

Sales of Goods: YES NO _____ Sales of Services: YES NO _____

R. Describe the social and economic conditions in the community where the Project site is or will be located and the impact of the proposed Project on the community (including impact on infrastructure, transportation, fire and police and other government-provided services):

See Exhibit G

S. Identify the following Project parties (if applicable):

Architect: N/A
Engineer: FAZ Engineering
Contractors: Progressive Design
Dallago Associates, Inc.

T. Will the Project be designed and constructed to comply with Green Building Standards? (if YES, describe the LEED green building rating that will be achieved):

YES _____ NO

U. Is the proposed Project site located on a Brownfield? (if YES, provide description of contamination and proposed remediation)

YES _____ NO

V. Will the proposed Project produce a unique service or product or provide a service that is not otherwise available in the community in which the proposed Project site is located?

YES NO _____

W. Is the proposed Project site currently subject to an IDA transaction (whether through the Agency or otherwise)? If yes, explain.

YES _____

NO X _____

PART III. CAPITAL COSTS OF THE PROJECT

A. Provide an estimate of cost of all items listed below:

	<u>Item</u>	<u>Cost</u>
1.	Land and/or Building Acquisition	\$ 0
2.	Building Demolition	\$ 250,000
3.	Construction/Reconstruction/Renovation	\$ 4,000,000
4.	Site Work	\$ 0
5.	Infrastructure Work	\$ 75,000
6.	Architectural/Engineering Fees	\$ 50,000
7.	Applicant's Legal Fees	\$ 100,000
8.	Financial Fees	\$ 100,000
9.	Other Professional Fees	\$ 25,000
10.	Furniture, Equipment & Machinery Acquisition (not included in 3. above)	\$ 600,000
11.	Other Soft Costs (describe)	\$ 100,000
12.	Other (describe)	\$ _____
	Total	\$ 5,300,000

B. Estimated Sources of Funds for Project Costs:

a.	Tax-Exempt IDA Bonds:	\$ 0
b.	Taxable IDA Bonds:	\$ 0
c.	Conventional Mortgage Loans:	\$ 0
d.	SBA or other Governmental Financing: Identify: <u>SBA Loan - Pending</u>	\$ 3,000,000
e.	Other Public Sources (e.g., grants, tax credits): Identify: _____	\$ 0

f.	Other Loans:	\$ _____
g.	Equity Investment: (excluding equity attributable to grants/tax credits)	\$ 2,500,000 _____
	TOTAL	\$ 5,500,000 _____

What percentage of the total project costs are funded/financed from public sector sources: 0 _____ %

C. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? If YES, describe particulars on a separate sheet.

YES NO _____

D. Are items of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of the bond proceeds (if applicable)? If YES, provide details:

YES _____ NO _____ NOT APPLICABLE

E. Will any of the funds to be borrowed through the Agency's issuance of bonds, if applicable, be used to repay or refinance an existing mortgage, outstanding loan or an outstanding bond issue? If YES, provide details:

YES _____ NO _____ NOT APPLICABLE

F. Has the Applicant made any arrangement for the marketing or the purchase of the bonds or the provision of other third party financing (if applicable)? If YES, indicate with whom (subject to Agency approval) and provide a copy of any term sheet or commitment letter issued with respect to such financing.

YES _____ NO _____ NOT APPLICABLE

G. Construction Cost Breakdown:

Total Cost of Construction: \$4,925,000 (sum of 2-5 and 10 in Question A above)

Cost for materials: \$4,000,000

% Sourced in County: 75%

% Sourced in State: 75% (incl. County)

Cost for labor: \$625,000

% Sourced in County: 90%

% Sourced in State: 85% (incl. County)

Cost for "other": \$N/A

% Sourced in County: N/A%

% Sourced in County: N/A% (incl. County)

The Applicant acknowledges that the transaction/bond documents may include a covenant by the Applicant to undertake and document the total amount of capital investment as set forth in this Application.

PART IV. COST/BENEFIT ANALYSIS

A. If the Applicant presently operates in Nassau County, provide the current annual payroll. Estimate projected payroll at the Project site in First Year, Second Year and Third Year after completion of the Project:

	Present	First Year	Second Year	Third Year
Full-time:	\$N/A in operation	\$2,000,000	\$2,800,000	\$3,000,000
Part-time: ¹				700,000

List the average salaries or provide ranges of salaries for the following categories of jobs (on a full-time equivalency basis) projected to be retained/created in Nassau County as a result of the proposed Project:

Category of Jobs to be Retained:	Average Salary or Range of Salary:	Average Fringe Benefits or Range of Fringe Benefits
Management	150,000	35,000
Professional	125,000	35,000
Administrative	65,000	25,000
Production		
Supervisor		
Laborer	50,000	15,000

¹ NOTE: The Agency converts part-time jobs into FTE's for evaluation and reporting purposes by dividing the number of part-time jobs by two (2).

Independent Contractor ²		
Other		

<u>Category of Jobs to be Created:</u>	<u>Average Salary or Range of Salary:</u>	<u>Average Fringe Benefits or Range of Fringe Benefits:</u>
Management	\$125,000 - \$175,000	\$15,000 - \$40,000
Professional	\$75,000 - \$125,000	\$15,000 - \$40,000
Administrative	\$60,000 - \$75,000	\$15,000 - \$30,000
Production		
Supervisor		
Laborer	\$50,000	\$15,000
Independent Contractor ³		
Other		

The Agency may utilize the foregoing employment projections and the projections set forth in Schedule C, among other things, to determine the financial assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction/bond documents may include a covenant by the Applicant to retain the number of jobs, types of occupations and amount of payroll with respect to the Project set forth in this Application.

- B. (i) Will the Applicant transfer current employees from existing location(s)? If YES, describe, please describe the number of current employees to be transferred and the location from which such employees would be transferred:

YES _____ NO X

- (ii) Describe the number of estimated full time equivalent construction jobs to be created as a result of undertaking the project, to the extent any:

~30

² As used in this chart, this category includes employees of independent contractors.

³ As used in this chart, this category includes employees of independent contractors.

C. What, if any, is the anticipated increase in the dollar amount of production, sales or services following completion of the Project?

\$ 7,000,000

What percentage of the foregoing amount is subject to New York sales and use tax?

100 %

What percentage of the Applicant's total dollar amount of production, sales or services (including production, sales or services rendered following completion of the Project) are made to customers outside the economic development region (i.e., Nassau and Suffolk Counties)?

-35% %

Describe any other municipal revenues that will result from the Project (excluding the above and any PILOT payments):

Ungrated building operations will permit the county to bring outside professional golf events to Nassau County.
Professional golf events will attract out-of-state amateur golfers.

D. What is the estimated aggregate annual amount of goods and services to be purchased by the Applicant for each year after completion of the Project and what portion will be sourced from businesses located in the County and the State (including the County):

	<u>Amount</u>	<u>% Sourced in County</u>	<u>% Sourced in State</u>
Year 1	<u>\$ 5,250,000</u>	<u>90%</u>	<u>100%</u>
Year 2	<u>\$ 5,250,000</u>	<u>90%</u>	<u>100%</u>
Year 3	<u>\$ 5,250,000</u>	<u>90%</u>	<u>100%</u>

E. Notice to Applicant under Section 224-a(8)(d) of the New York Labor Law and acknowledgment of Applicant:

Please note that incentives from the NCIDA are considered "public funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law. Other than the estimates of incentives if awarded pursuant hereto, NCIDA makes no representations or covenants with respect to the total sources of "public funds" received by you in connection with your project.

By completing this Section of the Application, Applicant (i) acknowledges that the estimated sales tax exemption benefit, the estimated mortgage recording tax benefit and the estimated PILOT benefit amount, if any, as so identified in this Application and if awarded constitute "public funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law (ii) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (iii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York

Labor Law.

F. Estimated Value of Requested Financial Assistance:

Estimated Value of Sales Tax Benefit: \$ 345,000
(i.e., gross amount of cost of goods and services
that are subject to state and local sales and use taxes
multiplied by 8.625%)

Estimated Value of Mortgage Tax Benefit: \$ 0
(i.e., principal amount of mortgage loans
multiplied by [0.75%])

Estimated Property Tax Benefit:

Will the proposed Project utilize a property tax
exemption benefit other than from the Agency: N/A
(if so, please describe)

Term of PILOT Requested: _____

Existing Property Taxes on Land and Building: \$ _____

Estimated Property Taxes on completed Project: \$ _____
(without Agency financial assistance)

NOTE: Upon receipt of this Application by the Agency,
the Agency's staff will create a PILOT schedule and estimate
the amount of PILOT Benefit/Cost utilizing anticipated
tax rates and assessed valuation, and attach such information
as Exhibit A hereto.

G. Describe and estimate any other one-time municipal revenues (not including fees payable to the Agency) that the Project will create:

Annual fee paid to Nassau County of >\$1mm or 20% of all Gross Receipts

PART V. PROJECT SCHEDULE

A. If applicable, has construction/reconstruction/renovation work on the Project begun? If YES, indicate the percentage of completion:

1.	(a) Site clearance	YES <u>X</u>	NO <u> </u>	<u>90</u> % complete
	(b) Environmental Remediation	YES <u> </u>	NO <u>X</u>	<u> </u> % complete
	(c) Foundation	YES <u> </u>	NO <u>X</u>	<u> </u> % complete
	(d) Footings	YES <u>X</u>	NO <u> </u>	<u>10</u> % complete
	(e) Steel	YES <u>X</u>	NO <u> </u>	<u>10</u> % complete
	(f) Masonry	YES <u>X</u>	NO <u> </u>	<u>25</u> % complete
	(g) Masonry	YES <u>X</u>	NO <u> </u>	<u>25</u> % complete
	(h) Interior	YES <u>X</u>	NO <u> </u>	<u>35</u> % complete
	(i) Other (describe below):	YES <u> </u>	NO <u>X</u>	<u> </u> % complete

2. If NO to all of the above categories, what is the proposed date of commencement of construction, reconstruction, renovation, installation or equipping of the Project?

B. Provide an estimate of time schedule to complete the Project and when the first use of the Project is expected to occur:

May 1, 2023 at the request of Nassau County in hopes of hosting an LPGA golf tournament

PART VI. ENVIRONMENTAL IMPACT

A. What is the expected environmental impact of the Project? (Complete the attached Environmental Assessment Form (Schedule G)),

N/A

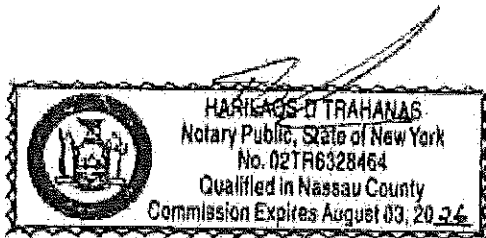
B. Is an environmental impact statement required by Article 8 of the N.Y. Environmental Conservation Law (i.e., the New York State Environmental Quality Review Act)?

YES _____ NO X _____

C. Please be advised that the Agency may require at the sole cost and expense of the Applicant the preparation and delivery to the Agency of an environmental report in form and scope satisfactory to the Agency, depending on the responses set forth in the Environmental Assessment Form. If an environmental report has been or is being prepared in connection with the Project, please provide a copy.

D. The Applicant authorizes the Agency to make inquiry of the United States Environmental Protection Agency, the New York State Department of Environmental Conservation or any other appropriate federal, state or local governmental agency or authority as to whether the Project site or any property adjacent to or within the immediate vicinity of the Project site is or has been identified as a site at which hazardous substances are being or have been used, stored, treated, generated, transported, processed, handled, produced, released or disposed of. The Applicant will be required to secure the written consent of the owner of the Project site to such inquiries (if the Applicant is not the owner), upon request of the Agency.

THE UNDERSIGNED HEREBY CERTIFIES, under penalties of perjury, that the answers and information provided above and in any schedule, exhibit or statement attached hereto are true, accurate and complete, to the best of the knowledge of the undersigned.



Name of Applicant: EGB Hospitality, LLC
Signature: [Handwritten Signature]
Name: Eliaz Trahanas
Title: Member
Date: January 2, 2023

Sworn to before me this 10th
day of JAN - 2023

[Handwritten Signature]
Notary Public

CERTIFICATIONS AND ACKNOWLEDGMENTS OF THE APPLICANT

FIRST:

The Applicant hereby certifies that, if financial assistance is provided by the Agency for the proposed project, no funds of the Agency (i) shall be used in connection with the Project for the purpose of preventing the establishment of an industrial or manufacturing plant or for the purpose of advertising or promotional materials which depict elected or appointed government officials in either print or electronic media, (ii) be given to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State.

SECOND:

The Applicant hereby certifies that no member, manager, principal, officer or director of the Applicant or any affiliate thereof has any blood, marital or business relationship with any member of the Agency (or any member of the family of any member of the Agency).

THIRD:

The Applicant hereby certifies that neither the Applicant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners (other than equity owners of publicly-traded companies), nor any of their respective employees, officers, directors, or representatives (i) is a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury, including those named on OFAC's Specially Designated and Blocked Persons List, or under any statute, executive order or other governmental action, or (ii) has engaged in any dealings or transactions or is otherwise associated with such persons or entities.

FOURTH:

The Applicant hereby acknowledges that the Agency shall obtain and hereby authorizes the Agency to obtain credit reports and other financial background information and perform other due diligence on the Applicant and/or any other entity or individual related thereto, as the Agency may deem necessary to provide the requested financial assistance.

FIFTH:

The Applicant hereby certifies that each owner, occupant or operator that would receive financial assistance with respect to the proposed Project is in substantial compliance with applicable federal, state and local tax, worker protection and environmental laws, rules and regulations.

SIXTH:

The Applicant hereby acknowledges that the submission to the Agency of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the recapture from the Applicant of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project.

SEVENTH:

The Applicant hereby certifies that, as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the General Municipal Law, including, but not limited to, the provisions of Section 859-a and Section 862(1) thereof.

EIGHTH:

(i) Does the Project propose the creation of housing?

YES _____ NO X

IF YES, how many units? _____

IF YES, the Applicant hereby certifies that:

(a) the Applicant has adopted a Fair Housing/Equal Housing Opportunity Policy substantially in the form of Exhibit B to this Application;

(b) the proposed Project complies with applicable fair housing laws and that eligibility criteria for housing in any part of the Project will not include any residency requirements or preferences, including durational ones, age restrictions (unless for senior housing permitted by law), or other discriminatory criteria;

(c) the Applicant (1) has posted its Fair Housing/Equal Housing Opportunity Policy publicly; and (2) will display fair housing law posters for consumers in its rental or sales office(s), in a form substantially similar to the model fair housing posters attached to this Application as Exhibit C (the Agency will provide applicants with fair housing law posters for display upon request by an applicant); and

(d) key employees of the Applicant in charge of marketing and rental of the Project have completed (or will complete within one year of closing) four (4) hours of fair housing training provided by Long Island Housing Services ("LIHS") at a reasonably acceptable time and location and at no additional cost to the Applicant. In the event LIHS declines to provide or make available reasonably acceptable no-cost fair housing training, the provisions of this Certification VIII(i)(d) shall cease to be of any force and effect.

(ii) If YES to (i) above, does the Project propose the creation of "affordable" or "workforce" housing ("Affordable Housing")?

YES _____ NO _____

IF YES, the Applicant hereby certifies that the Applicant (1) has adopted a non-discriminatory affirmative marketing plan that meets the criteria set forth in Exhibit D to this Application; and (2) will submit such marketing plan to the Agency in writing prior to closing.

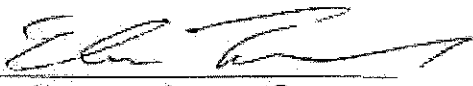
IF YES, answer the following questions:

(a) What portion of the Project would consist of Affordable Housing (e.g., number of units)?

(b) What are the eligibility requirements for the Affordable Housing?

(c) Cite the specific source of such eligibility requirements (e.g., federal, state or local law).

Name of
Applicant: EGB Hospitality, LLC

By: 

Name: Elias Trachun
Title: member

**CERTIFICATION AND AGREEMENT
WITH RESPECT TO FEES AND COSTS**

Capitalized terms used but not otherwise defined in this Certification and Agreement shall have the meanings assigned to such terms in the Application.

The undersigned, being duly sworn, deposes and says, under penalties of perjury, as follows: that I am the chief executive officer or other representative authorized to bind the Applicant named in the attached application for financial assistance ("Application") and that I hold the office specified below my signature at the end of this Certification and Agreement, that I am authorized and empowered to deliver this Certification and Agreement and the Application for and on behalf of the Applicant, that I am familiar with the contents of said Application (including all schedules, exhibits and attachments thereto), and that said contents are true, accurate and complete to the best of my knowledge and belief.

The grounds of my belief relative to all matters in the Application that are not based upon my own personal knowledge are based upon investigations I have made or have caused to be made concerning the subject matter of this Application, as well as upon information acquired in the course of my duties and from the books and records of the Applicant.

As an authorized representative of the Applicant, I acknowledge and agree on behalf of the Applicant that the Applicant hereby releases the Nassau County Industrial Development Agency, its members, officers, servants, attorneys, agents and employees (collectively, the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend (with counsel selected by the Agency) and hold the Agency harmless from and against any and all liability, damages, causes of actions, losses, costs or expenses incurred by the Agency in connection with: (A) examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the financial assistance requested therein are favorably acted upon by the Agency, (B) the acquisition, construction, reconstruction, renovation, installation and/or equipping of the Project by the Agency, and (C) any further action taken by the Agency with respect to the Project; including, without limiting the generality of the foregoing, (i) all fees and expenses of the Agency's general counsel, transaction/bond counsel, economic development consultant, real property tax valuation consultant and other attorneys, experts and consultants (if deemed necessary or advisable by the Agency), and (ii) all other expenses (including attorneys' fees) incurred by the Agency in defending any suits, actions or proceedings that may arise as a result of any of the foregoing. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails within a reasonable or specified period of time to take reasonable, proper or requested action or withdraws, abandons, cancels, or neglects the Application or if the Applicant is unable to find buyers willing to purchase the total bond issue required or is unable to secure other third party financing or otherwise fails to conclude the Project, then upon presentation of an invoice by the Agency, its agents, attorneys or assigns, the Applicant shall pay to the Agency, its agents, attorneys or assigns, as the case may be, all fees and expenses reflected in any such invoice.

As an authorized representative of the Applicant, I acknowledge and agree on behalf of the Applicant that each of the Agency's general counsel, transaction/bond counsel, economic development consultant, real property tax valuation consultant and other experts and consultants is an intended third-party beneficiary of this Certification and Agreement, and that each of them may (but shall not be obligated to) enforce the provisions of the immediately preceding paragraph, whether by lawsuit or otherwise, to collect the fees and expenses of such party or person incurred by the Agency (whether or not first paid by the Agency) with respect to the Application.

Upon successful closing of the required bond issue or other form of financing or Agency assistance, the Applicant shall pay to the Agency an administrative fee set by the Agency (which amount is payable at closing) in accordance with the following schedule:

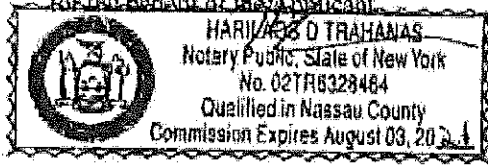
- (A) Taxable Bond Issues Six-tenths (6/10) of one percent (1%) for the first twenty million dollars (\$20,000,000) of total project costs and, if applicable, two-tenths (2/10) of one percent (1%) for any additional amounts in excess of twenty million dollars (\$20,000,000) of total project costs.
- (B) Tax-Exempt Bond Issues - Six-tenths (6/10) of one percent (1%) of total project costs.
- (C) Straight-Lease Transactions Six-tenths (6/10) of one percent (1%) for the first twenty million dollars (\$20,000,000) of total project costs and, if applicable, two-tenths (2/10) of one percent (1%) for any additional amounts in excess of twenty million dollars (\$20,000,000) of total project costs
- (D) General Counsel Fee One-tenth (1/10) of one percent (1%) of total project costs, with a minimum fee of \$4,000.
- (E) All Initial Transactions - Two Thousand Five Hundred Dollars (\$2,500) closing compliance fee payable at closing and One Thousand Dollars (\$1,000) per year (or part thereof) administrative fee, payable in advance, at the closing for the first year (or part thereof) and on January 1st of each year for the term of the financing. The annual service fee is subject to periodic review and may be adjusted from time to time in the discretion of the Agency.
- (F) Refundings The Agency fee shall be determined on a case-by-case basis.
- (G) Assumptions The Agency fee shall be determined on a case-by-case basis.
- (G) Modifications - The Agency fee shall be determined on a case-by-case basis, but in accordance with the following schedule.
 - A basic Consent - \$750
 - A Transfer of Benefits
 - Basic - \$3,000
 - Complex - \$6,000
 - Extensions - \$1,000
- (H) Terminations - The Agency fee shall be determined on a case-by-case basis, but in accordance with the following schedule.
 - Basic - \$2,000
 - Complex - \$2,500

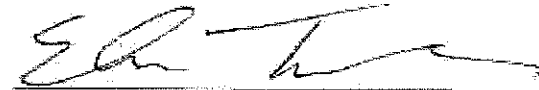
The Agency's transaction/bond counsel fees and expenses are payable at closing and are based on the work performed in connection with the Project.

The Agency's transaction/bond counsel's fees, general counsel fee and the administrative fees may be considered as a cost of the Project and included as part of any resultant financing, subject to compliance with applicable law.

Guided by the above stated schedule amounts, upon the termination of the financing of the Project, Applicant agrees to pay all costs in connection with any conveyance by the Agency to the Applicant of the Agency's interest in the Project and the termination of all related Project documents, including the fees and expenses of the Agency's general counsel, bond/transaction counsel, and all applicable recording, filing or other related fees, taxes and charges.

I further acknowledge and agree on behalf of the Applicant that, in the event the Agency shall have used all of its available tax-exempt bond financing allocation from the State of New York, if applicable, and shall accordingly be unable to obtain an additional allocation for the benefit of the Applicant, the Agency shall have no liability or responsibility as a result of the inability of the Agency to issue and deliver tax-exempt bonds for the benefit of the Applicant.




Name: Elias Trahanas
Title: Member

Subscribed and affirmed to me this 12
day of JAN, 2023


Notary Public

TABLE OF SCHEDULES:

<u>Schedule</u>	<u>Title</u>	<u>Complete as Indicated Below</u>
A.	Tax-Exempt Bond Manufacturing Questionnaire	If Applicant checked "YES" in Part I, Question F1 of Application, if applicable[]
B.	New York State Financial and Employment Requirements for Industrial Development Agencies	All applicants
C.	Guidelines for Access to Employment Opportunities	All applicants
D.	Anti-Raiding Questionnaire	If Applicant checked "YES" in Part I, Question O.2. of Application
E.	Retail Questionnaire	If Applicant checked "YES" in Part II, Question Q of Application
F.	Applicant's Financial Attachments, consisting of:	All applicants
	1. Applicant's financial statements for the last two fiscal years (unless included in Applicant's annual reports).	
	2. Applicant's annual reports (or Form 10-K's) for the two most recent fiscal years.	
	3. Applicant's quarterly reports (Form 10-Q's) and current reports (Form 8-K's) since the most recent Annual Report, if any.	
	4. In addition, attach the financial information described above in items F1, F2, and F3 of any anticipated Guarantor of the proposed transaction, if different than the Applicant, including the personal financial statement of any anticipated Guarantor that is a natural person.	
G.	Environmental Assessment Form	All applicants
H.	Form NYS-45 (and 45-ATT)	All applicants
I.	Other Attachments	As required

Schedule A

TAX-EXEMPT BOND MANUFACTURING QUESTIONNAIRE

(To be completed by the Applicant if the Applicant checked "YES" in Part I, Question H of the Application for Financial Assistance, if applicable).

Please complete the following questions for each facility to be financed. Use additional pages as necessary.

1. Describe the production process which occurs at the facility to be financed.

2. Allocate the facility to be financed by function (expressed in square footage) (e.g., production line, employee lunchroom, offices, restrooms, storage, warehouse, loading dock, repair shop, parking, research, sales, etc.) and location in relation to production (e.g., same building, adjacent land or building, off-site, etc.). Please attach blueprints of the facility to be financed.

<u>FUNCTION</u>	<u>LOCATION</u>	<u>SQ. FOOTAGE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL		

3. Of the space allocated to offices above, identify by function (e.g., executive offices, payroll, production, etc.) and location in relation to production (e.g., same building, adjacent land or building, off-site, etc.).

<u>FUNCTION</u>	<u>LOCATION</u>	<u>SQ. FOOTAGE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL		

4. Of the space allocated to storage or warehousing above, identify the square footage and location of the areas devoted to storage of the following:

SQ. FOOTAGE

LOCATION

Raw Materials used
for production of
manufactured goods

Finished product storage

Component parts of
goods manufactured at
the facility

Purchased component
parts

Other (specify)

TOTAL

5. List raw materials used at the facility to be financed in the processing of the finished product(s).

6. List finished product(s) which are produced at the facility to be financed.

The UNDERSIGNED HEREBY CERTIFIES that the answers and information provided above and in any statement attached hereto are true and correct.

Name of
Applicant:

Signature:

Name:

Title:

Date:

Schedule B

**NEW YORK STATE FINANCIAL AND EMPLOYMENT REPORTING
REQUIREMENTS FOR INDUSTRIAL DEVELOPMENT AGENCIES**

- A. Pursuant to applicable law, the Agency requires the completion of an Initial Employment Plan (see Schedule C) and a year-end employment plan status report, both of which shall be filed by the Nassau County Industrial Development Agency (the "Agency") with the New York State Department of Economic Development. The Project documents will require the Applicant to provide such report to the Agency on or before February 11 of the succeeding year, together with such employment verification information as the Agency may require.

Except as otherwise provided by collective bargaining agreements, the Applicant agrees to list any new employment opportunities with the New York Department of Labor Community Services Division and the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. 97-300), or any successor statute thereto (the "JTPA Entities"). In addition, except as otherwise provided by collective bargaining agreements, the Applicant, where practicable, will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for such new employment opportunities.

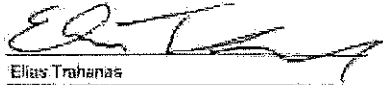
- B. The Applicant will be required to file annually a statement with the New York State Department of Taxation and Finance and the Agency of the value of all sales or use tax exemptions claimed in connection with the Project by reason of the involvement of the Agency.
- C. The following information must be provided for all bonds issued, outstanding or retired during the year:

Name, address and owner of the project; total amount of tax exemptions granted (broken out by state and local sales tax, property taxes, and mortgage recording tax); payments in lieu of taxes made; total real estate taxes on the Project prior to exemption; number of jobs created and retained, and other economic benefits realized.

Date of issue; interest rate at end of year; bonds outstanding at beginning of year; bonds issued during year; principal payments made during year; bonds outstanding at end of year; federal tax status; and maturity date(s).

Failure to provide any of the aforesaid information will constitute a DEFAULT under the Project documents to be entered into by the Agency and the Applicant in connection with the proposed Project.

Please sign below to indicate that the Applicant has read and understood the above and agrees to provide the described information on a timely basis.

Name of Applicant:	<u>ECB Hospitality, LLC</u>
Signature:	
Name:	<u>Elias Trahanas</u>
Title:	<u>Member</u>
Date:	<u>January 11, 2023</u>

Schedule C

GUIDELINES FOR ACCESS TO EMPLOYMENT OPPORTUNITIES

INITIAL EMPLOYMENT PLAN

Prior to the expenditure of bond proceeds or the granting of other financial assistance, the Applicant shall complete the following initial employment plan:

Applicant Name: EGB Hospitality, LLC
Address: 1899 Hempstead Turnpike
Type of Business: Restaurant, Catering, Concessions
Contact Person: Elias Trahanas Tel. No.: 516-376-8006

Please complete the following table describing the projected full-time equivalent employment plan for the proposed Project following receipt of financial assistance:

<u>Current and Planned Occupations</u>	<u>Present Jobs Per Occupation</u>	<u>Estimated Number of Full Time Equivalent Jobs After Completion of the Project:¹</u>			<u>Estimate of Number of Residents of the LMA² that would fill such jobs by the third year</u>
		<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	
<u>Management</u>	<u>0</u>	<u>5</u>	<u>5</u>	<u>5</u>	
<u>Professional</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
<u>Administrative</u>	<u>0</u>	<u>2</u>	<u>2</u>	<u>2</u>	
<u>Production</u>	<u>0</u>	<u>5</u>	<u>5</u>	<u>5</u>	
<u>Supervisor</u>	<u>0</u>	<u>3</u>	<u>3</u>	<u>3</u>	
<u>Laborer</u>	<u>0</u>	<u>15</u>	<u>20</u>	<u>20</u>	
<u>Independent Contractor</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
<u>Other (describe)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

¹ NOTE: Convert part-time jobs into FTE's for evaluation and reporting purposes by dividing the number of part-time jobs by two (2).

² The "LMA" means the Local Market Area, which is defined by the Agency as Nassau and Suffolk Counties. The Labor Market Area is the same as the Long Island Economic Development Region, as established pursuant to Section 230 of the New York State Economic Development Law.

Please indicate the number of temporary construction jobs anticipated to be created in connection with the acquisition, construction and/or renovation of the Project: 20

Please indicate the estimated hiring dates for the new jobs shown above and any special recruitment or training that will be required:

Are the Applicant's employees currently covered by a collective bargaining agreement?

YES _____

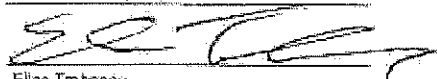
NO x _____

If YES, Union Name and Local: _____

Please note that the Agency may utilize the foregoing employment projections, among other things, to determine the financial assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction/bond documents may include a covenant by the Applicant to retain the above number of jobs, types of occupations and amount of payroll with respect to the proposed project.

Attached hereto as Schedule H is a true, correct and complete copy of the Applicant's most recent Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return (Form NYS-45 and 45-ATT). Upon request of the Agency, the Applicant shall provide such other or additional information or documentation as the Agency may require with respect to the Applicant's current employment levels in the State of New York.

The UNDERSIGNED HEREBY CERTIFIES that the answers and information provided above and in any statement attached hereto are true, correct and complete.

Name of Applicant:	<u>ECB Hospitality, LLC</u>
Signature:	
Name:	<u>Elias Triantafyllidis</u>
Title:	<u>Member</u>
Date:	<u>1/11/2023</u>

Schedule D

ANTI-RAIDING QUESTIONNAIRE

(To be completed by Applicant if Applicant checked "YES" in Part I, Question O of the Application for Financial Assistance)

A Will the completion of the Project result in the removal of a plant or facility of the Applicant, or of a proposed user, occupant or tenant of the Project, or a relocation of any employee of the Applicant or of a proposed user, occupant or tenant of the Project, from an area in New York State (but outside of Nassau County) to an area within Nassau County?

YES _____

NO _____

If the answer to Question A is YES, please provide the following information:

Address of the to-be-removed plant or facility or the plants or facilities from which employees are relocated: _____

Names of all current users, occupants or tenants of the to-be-removed plant or facility: _____

B Will the completion of the Project result in the abandonment of one or more plants or facilities of the Applicant, or of a proposed user, occupant or tenant of the Project, located in an area of the State of New York other than in Nassau County?

YES _____

NO _____

If the answer to Question B is YES, please provide the following information:

Addresses of the to-be-abandoned plants or facilities: _____

Names of all current occupants of the to-be-abandoned plants or facilities: _____

C. Has the Applicant contacted the local industrial development agency at which its current plants or facilities in New York State are located with respect to the Applicant's intention to move or abandon such plants or facilities?

YES _____

NO _____

If the answer to Question C is YES, please provide details in a separate attachment.

IF THE ANSWER TO EITHER QUESTION A OR B IS "YES", ANSWER QUESTIONS D AND E.

D. Is the Project reasonably necessary to preserve the competitive position of the Applicant, or of a proposed user, occupant or tenant of the Project, in its industry?

YES _____

NO _____

E. Is the Project reasonably necessary to discourage the Applicant, or a proposed user, occupant or tenant of the Project, from removing such plant or facility to a location outside of the State of New York?

YES _____

NO _____

IF THE ANSWER TO EITHER QUESTION D OR E IS "YES", PLEASE PROVIDE DETAILS IN A SEPARATE ATTACHMENT.

Accordingly, the Applicant certifies that the provisions of Section 862(1) of the General Municipal Law will not be violated if financial assistance is provided by the Agency for the proposed Project.

NOTE: If the proposed Project involves the removal or abandonment of a plant or facility of the Applicant, or a proposed user, occupant or tenant of the Project, within the State of New York, notification will be made by the Agency to the chief executive officer(s) of the municipality or municipalities in which such plant or facility was located.

THE UNDERSIGNED HEREBY CERTIFIES that the answers and information provided above and in any statement attached hereto are true, correct and complete.

Name of Applicant: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule E

RETAIL QUESTIONNAIRE

(To be completed by Applicant if Applicant checked either "YES" in Part II, Question Q of the Application for Financial Assistance)

A. Will any portion of the Project (including that portion of the cost to be financed from equity or sources other than Agency financing) consist of facilities or property that are or will be primarily used in making retail sales to customers who personally visit the Project?

YES X NO _____

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

B. If the answer to Question A is YES, what percentage of the cost of the Project (including that portion of the cost to be financed from equity or sources other than Agency financing) will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project?

100 %

C. If the answer to Question A is YES, and the amount entered for Question B is greater than 33.33%, indicate whether any of the following apply to the Project:

1. Is the Project likely to attract a significant number of visitors from outside the economic development region (i.e., Nassau and Suffolk Counties) in which the Project is or will be located?

YES X NO _____

2. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services?

YES _____ NO X

3. Will the Project be located in one of the following: (a) an area designated as an empire zone pursuant to Article 18-B of the General Municipal Law; or (b) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (i) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of the households receiving public assistance; and (ii) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates?

YES _____ NO X

If the answer to any of the subdivisions 1 through 3 of Question C is YES, attach details.

- D. If the answer to any of the subdivisions 2 through 3 of Question C is YES, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? If YES, attach details.

YES

NO

- E. State percentage of the Applicant's annual gross revenues comprised of each of the following:

Retail Sales: 100 %

Services: %

- F. State percentage of Project premises utilized for same:

Retail Sales: 100 %

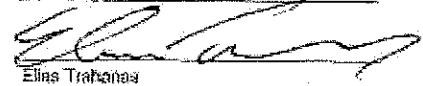
Services: %

The UNDERSIGNED HEREBY CERTIFIES that the answers and information provided above and in any statement attached hereto are true, correct and complete.

Name of
Applicant:

EGB Hospitality, LLC

Signature:



Name:

Elias Triantafyllidis

Title:

Member

Date:

January 11, 2023

Schedule F

APPLICANT'S FINANCIAL ATTACHMENTS

Schedule G

ENVIRONMENTAL ASSESSMENT FORM

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
EGB Hospitality, LLC			
Name of Action or Project:			
EGB Hospitality @ Eisenhower Park Golf Course			
Project Location (describe, and attach a location map):			
1899 Hempstead Turnpike, East Meadow, NY 11554			
Brief Description of Proposed Action:			
Renovation of existing 35,000 square foot building (no change of square footage or type of use of the facility); purchase of equipment to be installed in the building.			
Name of Applicant or Sponsor:		Telephone: 516-378-8006	
EGB Hospitality, LLC c/o Elias Trahanas		E-Mail: Elias@EGBHospitality.com	
Address:			
1899 Hempstead Turnpike			
City/PO:		State:	Zip Code:
East Meadow		New York	11554
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?		NO	YES
(If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?		NO	YES
(If Yes, list agency(s) name and permit or approval)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ <1 acres	
b. Total acreage to be physically disturbed?		_____ <1 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ <1 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agricultural) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (Specify): Nassau County Park			
<input checked="" type="checkbox"/> Parkland			


	NO	YES	N/A
5. Is the proposed action: a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plain?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
IF Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
IF Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
IF Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
IF Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
IF Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: EGB Hospitality, LLC c/o Elias Trahanas	Date: 1/11/2023	
Signature: 	Title: Member	

PRINT FORM

Schedule H

FORM NYS-45

Attach most recent quarterly filing of Form NYS-45 and 45-ATT, as well as the most recent fourth quarter filing. Please remove the employee social security numbers and note which employees are part-time.

Form NYS-45 Not Applicable.

EGB Hospitality, LLC does not have any current employees

Schedule I

OTHER ATTACHMENTS

Exhibit A. Ownership, Underlying beneficial owners, and Titles

EGB Hospitality Ownership:

- Trahanas Holdings, LLC – 50%
- Moshopoulos Holdings, LLC – 30%
- Gerasimos Pagoulatos (Individual) – 20%

Underlying Beneficial Owners:

- Elias Trahanas and Bobby Trahanas are 50%/50% owners of Trahanas Holdings, LLC
- Danny Moshopoulos and Nicholas Moshopoulos are 50%/50% owners of Moshopoulos Holdings, LLC

Officers and Titles:

EGB Hospitality, LLC has 5 managing members representing all of the underlying equity owners listed above:

- Elias Trahanas, Member
- Bobby Trahanas, Member
- Danny Moshopoulos, Member
- Nicholas Moshopoulos, Member
- Gerasimos Pagoulatos, Member

Outside Business Activities:

- Elias and Bobby Trahanas jointly own Trahanas LLC. Trahanas LLC currently operates concessions at Jones Beach and Robert Moses under a lease agreement with the New York State Parks, Recreation, and Historic Preservation.
- Bobby Trahanas is currently the General Counsel and Chief Compliance Officer to a hedge fund registered under the Securities and Exchange Commission.
- Danny and Nicholas Moshopoulos jointly own and control a restaurant in Queens, New York
- Gerasimos Pagoulatos owns and operates a Diner out of Wantagh, New York

Exhibit B. Operations at Existing Locations / Employee Count & Payroll Expense

EGB Hospitality, LLC entered into a Licensee Agreement on March 10, 2022, to operate the Catering and Restaurant operations at the municipal golf course at Eisenhower Park. Formal control of the premises started on October 1, 2022. Since taking over the premises, the building has required significant upgrades to meet current Life Safety and Health approval requirements from the Nassau County Fire Marshall and Nassau County Health Commissioner. Once operations resume, it is anticipated that the operations will require the following minimum labor requirements:

- Full-Time: +40 Employees
- Part-Time: +30 Employees
- Annual Payroll: +2,600,000 - \$3,000,000

Exhibit C. Nature of Applicant's business (e.g., description of goods to be sold, products manufactured, services rendered)

EGB Hospitality, LLC entered into a Licensee Agreement on March 10, 2022, to operate the Catering and Restaurant operations at the municipal golf course at Eisenhower Park. The License Agreement is between the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, NY 11501, acting by and through the Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554.

EGB Hospitality, LLC will operate a best-in-class restaurant, catering, and concession facility out of Eisenhower Park. The updated food offerings and business facilities will position the premises to compete for national sporting and spectator events to be held at Eisenhower Park.

Exhibit D. Acquisition of Furniture/Machinery/Equipment List principal items or categories (List)

Below is a high-level list of categories and examples of purchases:

- Kitchen Equipment (Convection Ovens, Broilers, Fryers, preparation Tables...)
- Serving Equipment (Banquet Serving Stations, Mobile Bars, Tables, Hot Plates...)
- Life Safety Upgrades (Building Fire Alarm, Kitchen Exhaust Hoods, Fire Suppression System)
- Building Utility Upgrades (Walk-in Refrigeration, Audio Visual Equipment, A/C Units, Hot Water Boilers...)
- Furniture & Lighting (Banquet Tables & Chairs, Restaurant Booths, Outdoor tables & Chairs...)

[SPACE INTENTIONALLY LEFT BLANK]

Exhibit E . Purpose of the proposed Project (Briefly describe the purpose of the proposed Project, the reasons why the Project is necessary to the Applicant and why the Agency's financial assistance is necessary, and the effect the Project will have on the Applicant's business or operation)

EGB Hospitality, LLC is the new custodian of the historic building located on the grounds of Eisenhower Park. The building was constructed in 1955 and was once the site of world-class dining and golf events. Unfortunately, the building has not received any material upgrades in over 35 years, with multiple building facilities (A/C, hot water, elevators, lighting, kitchen equipment) completely out of working order or outside of today's modern health and safety standards.

To attract and host modern Golf and commercial functions on the premises, the building at Eisenhower Park must meet modern standards and provide best-in-class facilities, which can only be achieved by making a significant investment in the building and its utilities. The members of EGB Hospitality, with the support of Nassau County, strongly believe that the proposed upgraded building and kitchen facilities will once again make Eisenhower Park the site of world-class events.

The financial assistance is required as the current agreement between the County and EGB Hospitality, LLC only requires \$1.5mm in investments, but unfortunately, after poor stewardship by the last occupant of the space, Nassau County and EGB Hospitality must make significant improvements to the building upwards of \$5mm. EGB Hospitality has substantially broadened its construction scope to expedite the building improvements as they are already mobilized; however, it is not financially feasible to proceed further without the Agency's financial support. Considering the significant private investment and the broad economic benefits to the County by attracting out-of-county & out-of-state visitors, this project falls squarely within the mission statement of the Nassau County IDA.

Exhibit F. If the Applicant is unable to arrange Agency financing or other Agency financial assistance for the Project, what will be the impact on the Applicant and Nassau County? Would the Applicant proceed with the Project without Agency financing or other Agency financial assistance?

Without any financial assistance from the Agency or other financial assistance, EGB Hospitality will be unable to restore all building spaces and operations. In addition, the scope of work and the ability to host national or international functions will be impossible.

[SPACE INTENTIONALLY LEFT BLANK]

Exhibit G. Describe the social and economic conditions in the community where the Project site is or will be located and the impact of the proposed Project on the community (including impact on infrastructure, transportation, fire and police and other government-provided services):

The building improvements and our ability to host national and international Golf events bring significant economic revenue to Nassau County under the agreement between EGB Hospitality and Nassau County. In addition, hosting national events will generate significant financial benefits for local restaurants, bars, and hotels. This also does not consider the countless charity events and meetings that have historically occurred on the premises and the benefits they directly provide to the less fortunate members of our local community.

Schedule I. Other Attachments

Nassau County Contract and Supportive Legislative Documents

EXHIBIT A

Upon acceptance of the Application by the Agency for processing and completion of the Cost/Benefit Analysis, the Agency will attach a proposed PILOT Schedule hereto, together with an estimate of the net tax benefit/cost of the proposed PILOT Schedule.

EXHIBIT B

Fair Housing/Equal Housing Opportunity Policy to be adopted by Agency Applicants for Housing Projects

As part of our continuing effort to ensure compliance with federal, state, and local anti-discrimination laws, we would like to take this opportunity to remind you of our policies regarding equal housing opportunity. It is important for all employees to review his or her own actions in light of these requirements and for everyone to keep in mind the importance of treating all persons equally.

It is the policy and practice of this company not to engage in or assist the efforts of others to engage in housing discrimination. Consistent with that policy, we remind you that the antidiscrimination laws of the United States, New York State, and local laws are quite specific in the area of housing, and in conformance with those laws, you must not engage in any of the following conduct during the course of your work for this company:

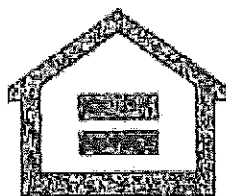
1. Refuse to show, rent, sell, negotiate for the rental or sale of, or otherwise make unavailable or deny, housing to any person because of race, color, religion, creed, sex/gender, familial status (having or expecting a child under 18), national origin, ethnicity, disability, marital status, age, sexual orientation, military status, source of income or status as survivor of domestic violence (each a "prohibited basis");
2. Discriminate against any person in the terms, conditions or privileges of a rental or sale or in the provision of services or facilities in connection therewith because of a prohibited basis;
3. Make any verbal or written statement with respect to the rental or sale of housing that indicates any preference, limitation or discrimination concerning a prohibited basis, or any statement indicating an intention to make any such preference, limitation or discrimination;
4. Represent to any person because of a prohibited basis that any housing or unit is not available for inspection, rental or sale when such apartment is in fact so available;
5. Steer persons into or away from certain areas of a building, development or neighborhood because of a prohibited basis;
6. Refuse to provide a reasonable accommodation in rules, policies, practices or services for tenants, buyers, or applicants with disabilities; and
7. Refuse to allow a reasonable modification to individual units or common areas for tenants, buyers, or applicants with disabilities.

We are firmly committed to the goal of fair housing. You should understand that any violation of this Fair Housing/Equal Housing Opportunity Policy will lead to discipline, up to and including discharge.

EXHIBIT C

Sample Fair Housing Posters

U. S. Department of Housing and Urban Development



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-682-7772 (Toll Free)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing

U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410

Posters and signs are available

Form HUD-910.1 (6/2011) 1025911

HOUSING
DISCRIMINATION IS
SOMETIMES **BLATANT**,
SOMETIMES
BUT ALWAYS UNLAWFUL.

DO YOU SUSPECT YOU HAVE BEEN DISCRIMINATED AGAINST BECAUSE OF YOUR AGE, RACE, DISABILITY, FAMILIAL STATUS, OR BECAUSE YOU ARE A MEMBER OF OTHER PROTECTED CLASSES? IF YOU WITNESS OR EXPERIENCE DISCRIMINATION, CONTACT THE NEW YORK STATE DIVISION OF HUMAN RIGHTS AT 1-888-392-3644 OR WWW.DHR.NY.GOV

NEW YORK STATE
DIVISION OF
HUMAN RIGHTS

NY
STATE



EXHIBIT D

Requirements for Affirmative Marketing Plans for Housing Projects

Affirmative marketing plans submitted by the Applicant shall be required only for affordable or "workforce" units and shall contain the following information:

1. Street address, village, town, zip code, and census tract number for the Project;
2. Number of affordable units to be marketed and whether they will be available for rent or purchase;
3. The number, if any, and location of market rate units included in the Project;
4. Whether the housing will be "housing for older persons", defined as at least 80% occupancy of units with at least one person 55 or older or 100% occupancy of persons age 62 or older;
5. A description of how units will be advertised for sale or rental prior to first occupancy, including whether Applicant will utilize its own website, commercial websites, print media outlets, social media outlets such as Facebook, a sign at the project site, mailings, leaflets/flyers, brochures, and other forms of advertising;
6. A statement that the Applicant will use fair housing logo or phrase "Equal Housing Opportunity" on all advertising described above;
7. A statement that the Applicant will distribute written information regarding the availability of affordable units at the project to a list of organizations provided to the Applicant by the Agency, which list may be updated annually;
8. Whether the Applicant will conduct the marketing and initial rent-up or sales itself or contract with a third-party;
9. A statement that an initial application period with a specific start and end date will be utilized for accepting applications for consideration for the initial rental of the units and that the period will last for at least thirty (30) days after the marketing described in this plan is commenced. In addition, a statement that following the initial application period, all the applications submitted during the initial application period will be considered through the use of a lottery and not on a first-come first-served basis, unless the number of applications received during the initial application period is less than the total number of units available for rental.
10. A statement that the Applicant will maintain records of the activities it undertakes to implement its marketing plan.



Certified: -

E-28-22

Filed with the Clerk of the Nassau County
Legislature: 04/04/2022 10:58AM

NIFS ID: CQPK22000005

Capital:

Contract ID #: CQPK22000005

NIFS Entry Date: 03/16/2022

Department: Parks

Service: Catering and Restaurant Facility

Term: 10/1/22 ends on the earlier of 15 mos. after the license is signed by the parties or upon completion of work.

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue: X	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: EGB Hospitality LLC	ID#: [REDACTED]
Main Address: 44 OLD OX ROAD MANHASSET, NY 11030	
Main Contact: ELIAS TRAHANAS	
Main Phone: (516) 376-8006	

Department:
Contact Name: Darcy Belyea
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: (516) 572-0272
Email: ContractRoutingParks@nassaucountyny.gov

Contract Summary

Purpose: The Licensee will develop, facilitate, improve, and enhance the public use and enjoyment of the Premises known as the "Calum" to provide long-term operation and maintenance of the Premises. The County hereby grants to Licensee throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of this Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lannin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at

the Ninth," and "The Devereux Concierge," (the "Golf Course Concessions")
Method of Procurement: RFP PK0601-2115 issued June 18, 2021. Two (2) proposals were received and evaluated. As a result of the scoring and ranking, the highest-ranking proposer was selected. EGB Hospitality LLC was the awarded Proposer
Procurement History: RFP PK0601-2115 issued June 18, 2021. Two (2) proposals were received and evaluated. As a result of the scoring and ranking, the highest-ranking proposer was selected. EGB Hospitality LLC was the awarded Proposer
Description of General Provisions: The Licensee will develop, facilitate, improve, and enhance the public use and enjoyment of the Premises known as the "Caltux" to provide long-term operation and maintenance of the Premises. The County hereby grants to Licensee throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of this Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lannin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," (the "Golf Course Concessions")
Impact on Funding / Price Analysis: Revenue contract
Change in Contract from Prior Procurement: n/a
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3110	DE	PKGGEN3110	500	PKGGEN3110 500	01	\$0.01
							TOTAL	\$0.01

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract	X
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Pati Buffolino	03/16/2022 02:07PM	Approved
NIFS Final Approval	Linda Barker	03/16/2022 02:15PM	Approved
Final Approval	Linda Barker	03/16/2022 02:15PM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	03/16/2022 02:32PM	Approved
Approval as to Form	Daniel Gregware	03/18/2022 12:01PM	Approved
NIFS Approval	Daniel Gregware	03/24/2022 05:04PM	Approved
Final Approval	Daniel Gregware	03/24/2022 05:04PM	Approved
OMB			
NIFS Approval	Sanju Jacob	03/24/2022 03:53PM	Approved
NIFA Approval	Irfan Qureshi	03/24/2022 04:08PM	Approved
Final Approval	Irfan Qureshi	03/24/2022 04:08PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	04/01/2022 05:49PM	Approved
DCE Compliance Approval	Robert Cleary	04/01/2022 05:50PM	Approved
Vertical DCE Approval	Edward Powers	04/04/2022 10:08AM	Approved
Final Approval	Edward Powers	04/04/2022 10:08AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/04/2022 10:47AM	Approved
Legislature			
Final Approval	Crystal Albert	04/11/2022 07:48PM	Approved
Comptroller			
Claims Approval	Joseph Marcinek	05/06/2022 03:12PM	Approved
Legal Approval	Charlie Casolaro	05/06/2022 03:27PM	Approved

Accounting / NIFS Approval	Michael Cohen	05/06/2022 03:38PM	Approved
Deputy Approval	Beaumont Jefferson	05/10/2022 06:12PM	Approved
Final Approval	Beaumont Jefferson	05/10/2022 06:12PM	Approved



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: EGB Hospitality LLC

2. Amount requiring NIFA approval: \$0

Amount to be encumbered: \$0

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 10/1/22 ends on the earlier of 15 mos. after the license is signed by the parties or upon completion of work

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN) X Grant Fund (GRT)

Capital Improvement Fund (CAP) Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Licensee will develop, facilitate, improve, and enhance the public use and enjoyment of the Premises known as the "Caltun" to provide long-term operation and maintenance of the Premises. The County hereby grants to Licensee throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of the Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lamin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at the Nineteen," and "The Devereux Concierge," (the "Golf Course Concessions")

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

03/24/2022

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.



Certified: —

F-28-22

NIFS ID: CQPK22000005

Capital:

Contract ID #: CQPK22000005

NIFS Entry Date: 03/16/2022

Department: Parks

Service: Catering and Restaurant Facilit

Term: 10/1/22 ends on the earlier of 15 mos. after the license is signed by the parties or upon completion of work

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue: X	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required	Yes

Vendor/Municipality Info:	
Name: EGB Hospitality LLC	ID#: XXXXXXXXXX
Main Address: 44 OLD OX ROAD MANHASSET, NY 11030	
Main Contact: ELIAS TRAHANAS	
Main Phone: (516) 376-8006	

Department:
Contact Name: Darcy Belyea
Address: Administration Bldg, Eisenhower Park E. Meadow, NY 11554
Phone: (516) 572-0272
Email: ContractRoutingParks@nassaucountyny.gov

Contract Summary

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Method of Procurement: RFP PK0601-2115 issued June 18, 2021. Two (2) proposals were received and evaluated. As a result of

the scoring and ranking, the highest-ranking proposer was selected. EGB Hospitality LLC was the awarded Proposer
Procurement History: RFP PK0601-2115 issued June 18, 2021. Two (2) proposals were received and evaluated. As a result of the scoring and ranking, the highest-ranking proposer was selected. EGB Hospitality LLC was the awarded Proposer
Description of General Provisions: The Licensee will develop, facilitate, improve, and enhance the public use and enjoyment of the Premises known as the "Caltun" to provide long-term operation and maintenance of the Premises. The County hereby grants to Licensee throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of this Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lannin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," (the "Golf Course Concessions")
Impact on Funding / Price Analysis: Revenue contract
Change in Contract from Prior Procurement: n/a
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Responsibility Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3110	DE	PKGEN3110	500	PKGEN3110 500	01	\$0.01
TOTAL								\$0.01

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract	X
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Patti Buffolino	03/16/2022 02:07PM	Approved
NIFS Final Approval	Linda Barker	03/16/2022 02:15PM	Approved
Final Approval	Linda Barker	03/16/2022 02:15PM	Approved
County Attorney			
Approval as to Form	Daniel Gregware	03/18/2022 12:01PM	Approved
RE & Insurance Verification	Andrew Amato	03/16/2022 02:32PM	Approved
NIFS Approval	Daniel Gregware	03/24/2022 05:04PM	Approved
Final Approval	Daniel Gregware	03/24/2022 05:04PM	Approved
OMB			
NIFS Approval	Sanju Jacob	03/24/2022 03:53PM	Approved
NIFA Approval	Irfan Qureshi	03/24/2022 04:08PM	Approved
Final Approval	Irfan Qureshi	03/24/2022 04:08PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	04/01/2022 05:49PM	Approved
DCE Compliance Approval	Robert Cleary	04/01/2022 05:50PM	Approved
Vertical DCE Approval	Edward Powers	04/04/2022 10:08AM	Approved
Final Approval	Edward Powers	04/04/2022 10:08AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/04/2022 10:47AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Intake Approval			Pending

Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT WITH EGB HOSPITALITY LLC.

WHEREAS, the County has negotiated a license agreement with EGB Hospitality LLC in relation to the use and occupancy of certain land and facilities at Eisenhower Park in East Meadow, Town of Hempstead, for the purpose of operating a food service concession consisting of (i) all rooms located within the building which currently houses the restaurant, catering, cigar lounge and all other rooms located at the facility currently known as "Carlton on the Park" (such building, the "Facility"), (ii) the parking facilities and all roadway area adjacent to the Facility, and (iii) the outdoor patio areas adjacent to the Facility (collectively, the "Licensed Premises"); and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Department has reviewed the proposed action, namely the grant of a concession license to EGB Hospitality LLC to use the Licensed Premises, and recommends that the action be identified as an "Unlisted" action pursuant to the New York State Environmental Quality Review Act ("SEQRA"), and has further reviewed the Short Environmental Assessment Form ("SEAF") for the proposed action and recommends that the Legislature, upon its review of the SEAF and any supporting documentation, if any,

determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said license agreement with EGB Hospitality LLC;

RESOLVED, that it is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed grant of a concession license to EGB Hospitality LLC to use the Licensed Premises has been determined not to have a significant effect on the environment and no further review is required.

THIS LICENSE AGREEMENT ("License" or "Agreement" or "License Agreement") made as of date last executed by the parties (such date, the "Effective Date"), between the COUNTY OF NASSAU, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, NY 11501 (the "County") acting by and through the Department of Parks, Recreation & Museums (the "Department") having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks"), and EGB HOSPITALITY LLC, having its principal office at 329 Sunrise Highway, Rockville Centre, New York 11570 ("Licensee").

WITNESSETH

WHEREAS, Parks, pursuant to Section 21.65 of the County Charter, has jurisdiction over parklands of the County of Nassau and facilities therein;

WHEREAS, Parks desires to provide for the operation of the Licensed Premises (as defined herein) as a concession for the accommodation, enjoyment, and convenience of the public;

WHEREAS, Parks issued Request for Proposals PK0601-2115 on June 18, 2021;

WHEREAS, the County selected Licensee as the winning proposer, based on the view that Licensee is well-qualified to develop, facilitate, improve, and enhance the public use and enjoyment of the Premises and the County wishes to provide for the long-term operation and maintenance of the Premises, subject to the terms and conditions contained herein;

WHEREAS, Licensee desires to operate and manage the Licensed Premises in accordance with the terms set forth herein; and

WHEREAS, Parks and Licensee desire to enter into this License Agreement specifying rights and obligations with respect to the operation and maintenance of the Licensed Premises;

WHEREAS, this License Agreement entirely replaces and supersedes all existing agreements regarding the Licensed Premises as such term is herein defined; and

WHEREAS, Licensee is willing to abide by and carry out the conditions and regulations of this Agreement which shall not be considered a lease, but merely a license, revocable on notice as provided herein.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereby do agree as follows:

I. DEFINITIONS

1.1. As used throughout this License Agreement, the following terms shall have the meanings set forth below:

- (a) "County" shall mean the County of Nassau, its departments, and political subdivisions.
- (b) "Commissioner" shall mean the Commissioner of the Nassau County Department of Parks, Recreation & Museums, or his/her successor (as identified by the County) and his/her designee.
- (c) "Comptroller" shall mean the Comptroller of the County of Nassau.
- (d) "DPW" shall mean the Nassau County Department of Public Works.
- (e) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Licensee.
- (f) "Fixed Equipment" shall mean any property affixed in any way to Licensed Premises, whether or not removal of said equipment would damage the Licensed Premises.
 - (i) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to the Licensed Premises subsequent to the date of execution of this License.
 - (ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (g) "Year" or "Operating Year" shall both refer to the period between the Preliminary Term Commencement Date or the Term Commencement Date, as applicable, in any calendar year and the day before the anniversary of the Preliminary Term Commencement Date or the Term Commencement Date, as applicable, in the following calendar year.
- (h) "Licensed Premises" shall mean the existing food services concession premises located at Eisenhower Park in East Meadow consisting of (i) all rooms located within the building which currently houses the restaurant, catering, cigar lounge and all other rooms located at the facility previously known as "Carlton on the Park" (such building, the "Facility"), (ii) the parking facilities and all roadway area adjacent to the Facility, (iii) the Eisenhower Golf Course concession stands and on-course catering, and (iv) the outdoor patio areas adjacent to the Facility.
 - (i) "Gross Receipts" shall mean the following:
 - (i) all funds received by, Licensee without deduction or set-off of any kind, from all revenue producing activities as may be specifically allowed hereunder or approved by Parks, and directly related to and derived from Licensee's activities at the Licensed Premises provided that Gross Receipts shall exclude: (a) the amount of any Gratuities and federal, state or local sales taxes which may now or

hereafter be imposed upon or be required to be collected and paid by the Licensee as against its revenues; and (b) deposits for events until such time as the event is held whereupon the deposit will be treated as a Gross Receipt hereunder. Gross Receipts shall include all funds received for orders placed with Licensee or made outside or away from the Licensed Premises for services to be rendered at the Licensed Premises. All sales made or services rendered by Licensee from the Licensed Premises shall be construed as made and completed therein even though payment therefore may be made at some other place and although delivery of services rendered from Licensed Premises may be made at a location other than at the Licensed Premises. Funds received for sales made or services rendered that neither occur at the Licensed Premises nor are the result of services rendered from the Licensed Premises are excluded from Gross Receipts.

For purposes of this subsection:

(A) With respect to non-catered restaurant services, a "Gratuity" shall mean a customer payment that: (i) is specifically designated or otherwise indicated by the customer as a gratuity, or purports to be a gratuity, and (ii) Licensee receives and pays over in total to its employees who are primarily engaged in the serving of food or beverage to guests, patrons or customers, including, but not limited to, wait staff, bartenders, captains, bussing personnel and similar staff who are paid a cash wage as a "food service worker" pursuant to NY Labor Law §652(4). Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to their Regular Salaries and were otherwise in accordance with the foregoing provisions. Such documentation shall be signed and verified by an officer of Licensee.

(B) With respect to catered events, a "Gratuity" shall be an amount no greater than 26% of the catering food and beverage sales for the event, provided that such Gratuity is a charge that: (i) is separately stated on the bill or invoice given to Licensee's customer, (ii) is specifically designated as a gratuity, or purports to be a gratuity, and (iii) is paid over by Licensee in total to its employees who actually provide services at the event, and who are primarily engaged in the preparation or serving of food or beverages to guests, patrons or customers, including, but not limited to, kitchen, wait staff, bartenders, captains, bussing personnel, and similar staff. "Regular Salary" for purposes of subsections (a) and (b) shall mean the set hourly wage for the applicable employee. Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to their Regular Salaries and were otherwise in accordance with the foregoing

provisions. Such documentation shall be signed and verified by an officer of Licensee. Party service charges, tips and gratuities are to be reported in the monthly gross receipts but are not subject to the applicable percentage fee rate.

- (ii) Gross Receipts shall also include all sales made by any other operator or operators using the Licensed Premises under a properly authorized sublicense or subcontract agreement with Licensee as provided in Section 17 herein, and shall include Licensee's income from rental and sublicense or subcontracting fees and commissions ("Commissions") received by Licensee in connection with all services provided by Licensee's subcontractors or sub-licensees, or instructors functioning as independent Licensees at the Licensed Premises.
- (iii) Gross Receipts shall include sales made for cash, debit, or credit (debit and credit sales shall be included in gross receipts as of the date of the sale), it being the distinct intention and agreement of the parties that all sums paid to Licensee from all sources from the operation of this License shall be included in Gross Receipts. Licensee may not however deduct or exclude from Gross Receipts any other commissions paid to credit card companies, to collection agencies, or to other outside parties engaged to assist in the collection of accounts receivable.

II. GRANT OF LICENSE

- 2.1 (a) County hereby grants to Licensee, and Licensee hereby accepts from County, throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of this Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lannin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," (the "Golf Course Concessions"), all as more particularly described in the Presentation, provided, however, that the exclusivity granted in this Agreement shall not apply with respect to catering for professional golf tournaments at Eisenhower Park, such as the PGA,

LPGA, and MGA tournaments, it being understood that professional golf tournament operators shall have the right to bring in caterers of their own choosing, subject to approval from Parks, to provide "on-course" and other catering for their golf tournaments. The aforementioned professional golf tournament exception does not impact the Licensee's exclusive rights to the buildings or areas included in the Facility and the outdoor patio areas adjacent to the Facility, and therefore, the Licensee will be permitted the exclusive right to operate all the buildings and areas making up the Facility and the outdoor patio areas adjacent to the Facility. For clarity, Licensee shall have the right to change the name of the Restaurant, the Catering Business, the Cigar Box, and any or all of the Golf Course Concessions, subject to the prior written approval of the Department, not to be unreasonably withheld, conditioned or delayed.

(b) Licensee shall provide food and beverage services from the Carlin restaurant and/or concession facilities for arriving golfers, including services such as breakfast (i.e. egg sandwiches, coffee, juice, etc.), and "19th hole" experiences during and/or after rounds (including seating areas, food and beverage services) for the Eisenhower Golf facility; provide catering for golf outings; and serve as the food and beverage concessionaire for the Eisenhower Park golf courses, including food and beverage cart services, and operating the concession stands located on each golf course.

- 2.2 Licensee shall obtain any and all approvals, permits, and other licenses required by federal, state, town, village and county laws, rules, regulations and orders which are or may become necessary to lawfully operate the Licensed Premises in accordance with the terms of the License and submit copies of same to County. Whenever any act, consent, approval, or permission is required of the County or Parks under this License, the County and Parks agree to reasonably cooperate to facilitate Licensee in obtaining the same.
- 2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Licensee, but that during the Term of the License, Licensee shall have the use of the Licensed Property only so long as Licensee is in compliance with each and every term and condition in this License and so long as this License is not terminated by the County.
- 2.4 The Food and Beverage Concessions granted herein pertain solely to the Licensed Premises.

III. TERM OF LICENSE

- 3.1 (a) The preliminary term of this License (the "Preliminary Term") shall commence upon the later of (i) the Effective Date; or (ii) October 1, 2022 (such later date, the "Preliminary Term Commencement Date"). During the Preliminary Term, Licensee shall commence the capital improvements referenced in Article XVI and Schedule "B" of this Agreement (such improvements also referred to herein as, the "Work") and shall substantially complete same with commercially

reasonable due diligence and continuity. The Preliminary Term shall terminate, and the term (the "Term") shall commence, on the date (the "Term Commencement Date") that is the earlier of: (i) the date on which Licensee has "Substantially Completed" the Work; or (ii) fifteen (15) months from the Effective Date, unless sooner terminated by revocation or as otherwise provided herein or extended upon the mutual agreement of the parties. The term "Substantially Completed" shall mean where all of the following have occurred with respect to the Work: (a) the only work items remaining to be completed are punch list items and (b) the County has given Licensee notice that work items have been completed (except for punch list items). The parties hereto shall execute a certificate setting forth the Term Commencement Date. County shall have the right from time to time to inquire of Licensee as to the status of Licensee's performance of the Work. Notwithstanding anything to the contrary contained herein, if Licensee opens up for business the Restaurant and the Catering Business portions of the Licensed Premises prior to the date that the Work has been Substantially Completed, then notwithstanding the fact that the Work has not yet been Substantially Completed, the Term Commencement Date shall be deemed to be the first date of such occupancy by Licensee. The Term of this Agreement shall expire, subject to sooner termination by revocation as provided herein, on the date which is the fifteen (15) year anniversary of the Term Commencement Date, with an option to extend the Term for an additional period of five (5) years ("the Extension Term") upon the reasonable mutual agreement of Licensee and the Department.

(b) Notwithstanding anything to the contrary contained herein, during the Preliminary Term, and no later than April 1, 2023, Licensee shall commence operating the golf course-related concessions described in Section 2.1(b) above and referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," for the benefit and enjoyment of golf patrons at Eisenhower Park. In the event that Parks, in its sole discretion, determines that there is a need to provide the golf course-related concessions described in Section 2.1 (b) above prior to April 1, 2023, Parks shall notify Licensee in writing of the need by email transmission. Within ten (10) calendar days of Park's request, Licensee shall provide the requested Section 2.1 (b) food and beverage service in a manner reasonably satisfactory to Parks, and, in the event that Licensee fails to so provide the Section 2.1 (b) food and beverage service, Parks shall have the right to take immediate action to make alternative arrangements with another vendor to provide the food and beverage service for golfers until such time as Licensee commences operation of the Section 2.1 (b) food and beverage service.

- 3.2 Termination for Convenience by Parks; Revocation of License. As required by the Doctrine of Park Alienation as applied by the courts of the State of New York, notwithstanding any language contained herein, this License is freely revocable and terminable at will by the County in its sole and absolute discretion, at any time, provided that such revocation and termination shall not to be exercised in an arbitrary or capricious manner. Such revocation and termination shall be effective sixty (60) days after written notice is sent to Licensee. Parks, the County, its

employees and agents shall not be liable for damages to Licensee in the event that this License is revoked and terminated by Parks as provided for herein, except as otherwise provide in Section 3.4 below. In the event such notice is not given, this License shall terminate as described in Sections 3.1 and 3.3 of this Agreement.

3.3 Termination for Cause. Parks may terminate this License for cause as follows:

(a) Should Licensee (i) fail to pay County any installment of the License Fees (as defined below) or make any other payment required herein as and when the same shall become due and payable and should such failure remain uncured for fifteen (15) calendar days after written notice from County to Licensee thereof stating that failure of Licensee to cure the failure within such period shall allow County to terminate the License and/or exercise other County remedies; or (ii) breach or fail to substantially comply with any of the provisions of this License, any federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises with regard to any and all matters, and should such failure remain uncured for thirty (30) calendar days after written notice from County to Licensee thereof, or, if such performance cannot reasonably be had within such thirty (30) day or such specified period, Licensee shall not in good faith have commenced such performance within such thirty (30) day period and shall not diligently proceed therewith to completion, then, in either the case of (i) or (ii) immediately above, County shall have the right to terminate this Agreement, and all of Licensee's right, title and interest hereunder, by giving Licensee fifteen (15) days' written notice of termination (which notice shall not in any way be deemed to be a grant or extension of any grace period), and this License and Preliminary Term or the Term, as the case may be, and estate of Licensee hereunder, shall expire on the date fixed in such notice of termination, except as to Licensee's liability, as if the date of termination fixed in the notice of termination were the end of this License

(b) The following shall constitute additional events of default for which this License may be terminated on ten business day notice: (i) appointment of any receiver of Licensee's assets related to insolvency; (ii) the making of a general assignment for the benefit of creditor's; (iii) the occurrence of any act which operates to deprive Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the License; (iv) the levy of any attachment or execution which substantially interferes with Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty days; (v) should Licensee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; and/or (vi) should any principal of Licensee be convicted of a crime involving moral turpitude. Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which County may terminate this License.

3.4 Upon expiration or sooner termination of this License by County, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of

investment or any other payment whatsoever against the County, or Parks. In the event that this License is revoked and terminated for convenience by the County pursuant to Paragraph 3.2, Licensee shall be reimbursed, within ninety (90) days, for Capital Improvements actually completed, as reasonably determined by the County, less an authorized basis of six and two-thirds percent (6.67%) of the total value of such Capital Improvements for each year from the Term Commencement Date.

- 3.5 In the event County terminates this License for cause for reasons related to Paragraphs 3.3 (a) or (b) above, any equipment of the Licensee on the Licensed Premises may be held and used by County in order to operate the concessions at the Licensed Premises during the balance of the calendar year and may be held and used thereafter until the indebtedness of the Licensee hereunder, at the time of termination of this License is paid in full.
- 3.6 Licensee agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by County and without resort to any judicial proceeding by the County. Upon the expiration or sooner termination of this License, County reserves the right to take immediate possession of the Premises.
- 3.7 Licensee shall, on or prior to the expiration or sooner termination of this License, remove all personal possessions from the Premises. Licensee acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this License may be deemed to be abandoned. Licensee shall remain liable to the County for any damages the cost of removal or disposal of property should Licensee fail to remove all possessions from the premises on or before the expiration or termination date.

No receipt of moneys by Parks from Licensee after the termination of this License Agreement, or after the giving of any notice of the termination of this License Agreement, shall reinstate, continue or extend the Term or affect any notice theretofore given to Licensee, or operate as a waiver of the right of Parks to enforce the payment of fees payable by Licensee hereunder or thereafter falling due, or operate as a waiver of the right of Parks to recover possession of the Licensed Premises by proper remedy. After the service of notice to terminate this License Agreement or the commencement of any suit or summary proceedings or after a final order or judgment for the possession of the Licensed Premises, Parks may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting the notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Licensed Premises or, at the election of Parks, on account of Licensee's liability hereunder.

- 3.8 Licensee Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Licensee shall, regardless of the

reason for termination, cooperate in all reasonable respects with the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Licensee's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

IV. PAYMENT TO COUNTY

- 4.1 Licensee shall make license fee payments (the "License Fees") to the County for each Operating Year. The License Fee payment amounts shall be determined as set forth in Schedule "A" attached hereto and shall be due and payable on the twentieth (20th) day of each and every month during the Preliminary Term and Term, as provided in Schedule "A."
- 4.2 Late charges shall be assessed on any payment that is overdue for more than fifteen (15) days. In the event that payment of License Fees, percentage fees or other charges shall become overdue for fifteen (15) days following the date on which such fees are due and payable as provided in this License Agreement, a late charge of \$100.00 per month on overdue fee payments shall become immediately due and payable to the County. Said late charges shall be payable by Licensee without notice or demand. If such fee(s) and all arrearages (including late charges) are not paid in full by the fifteenth (15th) day of the month following the month in which it shall be due, or is already past due, an additional charge of \$100.00 for each overdue payment shall be added thereto and shall be payable and collectable with the next monthly license fee installment. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure by Parks to bill Licensee for late charges shall constitute a waiver by Parks of such late charges or his/her right to enforce the provisions of this Article. If any local, state, or federal law or regulation which limits the rate of interest which can be charged pursuant to this Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulation.
- 4.3 (a) On or before the twentieth (20th) day following each month of each Operating Year, Licensee shall submit to Parks, in a form reasonably satisfactory to Parks, a statement of Gross Receipts, signed and verified by an officer of Licensee, reporting any Gross Receipts generated under the License Agreement during the preceding month. Licensee shall also submit a summary report of Gross Receipts for each Operating Year within thirty days (30) of the end of each Operating Year of this License. The yearly report shall be for reporting purposes only. Each of the reports referenced in each preceding two sentences shall report the Gross Receipts generated at the Licensed Premises in categories that identify the various components of the concessions granted herein, including for the Restaurant, the Catering Business, the Cigar Bar, the Golf Course Concessions, along with all other sources of revenue realized from the Licensee's operation of the Licensed Premises.

(b) Licensee shall include the amount of sales tax on its statement of Gross Receipts.

- 4.4 On or before the sixty (60th) day following Each Operating Year, Licensee shall submit to Parks an income and expense statement pertaining to operations under this License, signed and verified by an officer of Licensee and a member of a Certified Professional Accounting firm.
- 4.5 Accounting Procedures; Records. The Licensee shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts, and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Licensee is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, Parks, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 4.6 In the event Parks reasonably determines that Licensee or Licensee's employees, agents, sub-licensees, or subcontractors have breached any of the provisions contained in Section 4.1 through 4.4 hereinabove, Licensee will be charged \$500.00 with respect to each incident of breach, provided that Licensee has been given reasonable written notice of such breach and has failed to cure within thirty (30) days of such notice. Parks, in its own discretion, may elect to waive said charge.
- 4.7 The License Fees shall be made payable to the "Treasurer of Nassau County" and delivered or mailed in time to arrive by the due date at the following address:

Nassau County Department of Parks, Recreation & Museums
Administration Building, Eisenhower Park
East Meadow, NY 11554

- 4.8 (a) At the County's discretion, the Licensee may be required to execute a performance bond in the amount of \$250,000.00. As an alternative to a performance bond, Licensee may, in its sole discretion, instead submit to the County a security deposit (the "Security Deposit") in the amount of \$250,000 as security for the faithful performance of this License Agreement, with the understanding that the whole or any part thereof may be used by County to remedy any deficiency that may arise from any default on the part of Licensee. This \$250,000 Security Deposit may remain in effect for the life of this License Agreement and shall be held by the County, without liability for the County to pay interest thereon or any obligation to place or to keep cash deposited hereunder in

interest-bearing bank accounts. Licensee shall not be obligated to provide a Security Deposit until the Term Commencement Date.

(b) If any fees or other charges or sums payable by Licensee to the County shall be overdue and unpaid or should the County make payments on behalf of the Licensee, or should the Licensee fail to perform any of the terms of this License, then Parks may, at its option, and without prejudice to any other remedy which the County may have on account thereof, after ten (10) days' notice, appropriate and apply the Security Deposit or as much thereof as may be necessary or make a claim under any bond posted by it hereunder to compensate the County toward the payment of License fees, late charges, liquidated damages or other sums due from the Licensee or towards any loss, damage or expense sustained by the County resulting from such default on the part of Licensee. In such event, the Licensee shall restore the Security Deposit to the original sum deposited within five (5) business days after written demand therefor. In the event Licensee shall fully and faithfully comply with all of the terms, covenants and conditions of this License and pay all License fees and other charges and sums payable by Licensee to the County, the Security Deposit shall be returned to Licensee upon the surrender of the Licensed Premises by the Licensee in compliance with the provisions of this License.

- 4.9 Licensee is solely responsible for the payment of all federal, state, and local taxes applicable to the operation of the Licensed Premises. With the exception of federal, state and County sales tax, pursuant to Section 1.1(j) (i) of this License Agreement, no such applicable taxes may be deducted from Gross Receipts or from the compensation due under this License.

V. RIGHT TO AUDIT

- 5.1 Parks, the Comptroller and other duly authorized representatives of the County shall have the right, during business hours, after giving the Licensee forty-eight (48) hours advanced written notice, to examine or audit Licensee's Records to verify Gross Receipts as reported by the Licensee. Notwithstanding the requirement for forty-eight (48) hour advance notice with respect to access to the Licensee's Records for the purpose of audit. Parks, the Comptroller or other duly authorized County representative reserves the right to conduct, and Licensee hereby permits, periodic "spot" inspections of the Licensed Premises at any time during business hours for the purpose of inspecting any equipment used by Licensee, including, but not limited to, cash registers and recording machines, and all reports or data generated from or by the equipment and to include health code and regulatory inspections, maintenance inspections and quality assurance inspections. Licensee shall cooperate fully and assist Parks, the Comptroller, or other duly authorized representatives of the County in any inspection, examination, or audit thereof. In the event that the Licensee's Records, including supporting documentation, are situated at a location fifty (50) miles or more from the County, the Records must be brought to the County for examination and audit, or Licensee must pay food,

board and travel costs incidental to two (2) auditors conducting such examination or audit at said location.

- 5.2 The failure or refusal of the Licensee to permit Parks, the Comptroller, or their designees to audit and examine the Licensee's Records or otherwise conduct an inspection of the type referred to herein, or the interference in any way by the Licensee in such an audit, examination, or inspection, is presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder which shall entitle Parks to terminate this License.
- 5.3 The failure or refusal of the Licensee to: (i) furnish any of the statements required to be furnished under this Agreement within thirty (30) days of its due date, (ii) maintain adequate internal controls or to keep any of the records as reasonably required by this Agreement; or (iii) the existence of any unexplained discrepancy in the amount of fees required to be due and paid hereunder, as disclosed by audit conducted by Parks or the Comptroller, of more than five (5) percent in any two out of three consecutive years or more than ten (10) percent in one year, shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder, which shall entitle Parks, at its option, to terminate this License. In addition, the failure or refusal of Licensee to furnish the required statements, to keep the required records or to maintain adequate internal controls shall authorize Parks or the Comptroller to make reasonable projections of the amount of Gross Receipts which would have been disclosed had the required statements been furnished or the required records maintained, based upon such extrinsic factors as the auditors deem appropriate in making such projections. Licensee shall pay any assessment based upon such reasonable projections within fifteen (15) days after receipt thereof, and the failure to do so shall constitute an additional substantial violation of this License and a default hereunder.

VI. UTILITIES

- 6.1 County shall install or cause to be installed and maintained at its sole cost and expense all utility lines, service lines, conduits, meters, pipes, and supplies of power (excluding generators) necessary for the proper operation of this License. Notwithstanding the above, the Operator shall be responsible, at its own cost and expense, for the installation of all required sub-meters and any utility and service lines required to install the sub-meters at the Licensed Premises. The County does not make representation or warranty that existing cables, lines, meters, or supplies of power are adequate for Licensee's needs, or that any entity can or will make such service available. Licensee shall not install any additional heating or air conditioning equipment without the prior written approval of the County. Any other structure constructed by Licensee for its exclusive use shall be separately metered for utility usage, and all utility costs incurred thereat shall be paid by Licensee.

- 6.2 Licensee shall, at its sole cost and expense, pay all utility costs incurred under this License Agreement throughout the Term hereof in the operation of the License Premises. Utilities, as described in this License Agreement, may include, but shall not be limited to, electricity, gas, heat, coolant, telephone, water, and sewer charges.
- 6.3 The County owns a back-up generator (the "Generator") that services the Licensed Premises. The Licensee is authorized to use such Generator to supply emergency power to the Facility. Licensee, at its own cost and expense, is responsible for all expenses respecting the operation of the Generator, including, but not limited to, fuel, repairs, and maintenance. In the event the Generator needs replacement, the Licensee shall bare the cost and expense, to make such replacement.

VII INFLAMMABLES

- 7.1 Except for properly stored gasoline, or as otherwise agreed to in writing by County or Parks, Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York.

VIII OPERATIONS

- 8.1 (a) Licensee, at its sole cost and expense, shall operate this License for the benefit of the public. Licensee shall maintain and operate the Licensed Premises in an exceptionally attractive, first class, safe, sanitary, and inviting manner at all times, and in such further manner as Parks shall prescribe and as permitted by the laws, rules, regulations and orders of government agencies having jurisdiction. Licensee accepts the Licensed Premises in their "as-is" condition and shall obtain necessary permits and approvals related to all operations at the Licensed Premises. Licensee shall perform such ongoing and preventive maintenance activities necessary to maintain the Licensed Premises in good order and repair, and consistent with prevailing, professional and industry or trade standards. Licensee shall provide the necessary number of personnel having the requisite skills together with the necessary personal equipment and consumable supplies to properly operate the Licensees Premises. Sales shall include tobacco products, food items, beverages and such other items customary in the operation of the subject business operations as may be sold, except as provided within this License Agreement.
- 8.2 (a) Licensee shall provide an adequate number of staff members possessing the requisite qualifications to conduct all its operations at the Licensed Premises six (6) days a week for such hours as Parks shall reasonably approve. With prior approval from Parks, Licensee may close that portion of the Premises that requires either renovation or repair. Licensee's employees at the Licensed Premises shall be qualified for their respective functions, clean, courteous, helpful, and neat in appearances at all times, and shall be made to wear appropriate uniforms, subject to approval of Parks. Parks reserves the right to discipline, retrain, or replace any

employee whose conduct or appearance is unprofessional and/or inconsistent with the reasonable standards of Parks.

(b) Consistent with Local Law 14-2003, and prior to the commencement of services, the Licensee shall ensure that all current and prospective personnel who, in carrying out the License, will have unsupervised or regular and substantial contact with minors are fingerprinted by the Nassau County Police Department. Where the criminal history record of any personnel reveals a conviction of a felony or crime of moral turpitude, the Licensee shall, upon notice from the County, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within ten (10) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, the Licensee shall notify the County, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the County to remove personnel from duty shall constitute a material breach of the contract.

(c) Licensee shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with the public, including children. At a minimum, Licensee shall comply with guidelines and procedures of Parks provided to Licensee in writing, including the following:

i. Licensee shall be responsible for screening of all personnel, including substantiating credentials and reference checks. In addition, Licensee shall check each prospective personnel against the Statewide Sexual Offenders Registry.

ii. Licensee agrees not to hire or retain any personnel who refuse to provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.

iii. Licensee agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the alleged perpetrator of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the alleged perpetrator in an ongoing investigation pursuant to a child abuse and maltreatment report on file with the Registry.

- 8.3 Parks may make use of the Licensed Premises as provided in Section 9 herein provided same does not conflict with pre-arranged/booked events and schedules.
- 8.4 Licensee shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Licensed Premises in accordance with applicable rules, laws, and regulations. Licensee shall at all times operate the Licensed Premises in accordance with the provisions of any Certificates of Occupancy. Licensee may not occupy the premises until any existing violations are cured and the Fire Marshall's approval is obtained.
- 8.5 Licensee shall submit to Parks for prior approval, not less than sixty (60) days before the first day of each Operating Year, schedules for the coming Operating Year concerning operating days and hours, and proposed schedule of prices and rates for the services and products to be provided under the License during the forthcoming Operating Year, including a proposed menu and prices showing all food and beverage items to be sold by Licensee. All schedules are subject to the reasonable approval of Parks. Following approval of such schedules, Licensee shall, at its sole cost and expense, print, frame, and prominently display in a place and manner designated by Parks, the current approved schedule of operating days, hours, fees and rates, and public safety rules pertaining to the operations of the facility. Any change in such approved hours and fees during the course of an Operating Year must receive prior approval from Parks in writing.
- 8.6 (a) Licensee shall record contemporaneously all transactions involved in the operation of this License on New York State tested, non-resettable, cash registers and vending machine meters, and shall keep Records as required by Section 4 and as deemed acceptable by the County. In the event that any future Federal, State, or County law requires County vendors to provide real time auditable software or other cash register, Licensee shall comply with such law. All registers or other point of sale systems shall be equipped with tamper proof totalizers provided at the sole cost of Licensee. Throughout the Term, Licensee shall work with the County to monitor and evaluate Licensee's cash registers to maintain their accuracy.
- (b) No reset of cumulative cash register readings shall be permitted or performed by Licensee. All keys for reset purposes shall be turned over to Parks. If a cash register or point of sale system must be repaired, or otherwise removed from the Licensed Premises, Licensee shall allow for the readings to be recorded and verified by Parks' personnel both before the equipment leaves and when it re-enters the Licensed Premises. Parks reserves the right to audit register or point of sale readings at any time.
- (c) In the event that sales are conducted without operable cash registers or without following the procedure specified in the above paragraphs 8.6(a) and (b), a penalty of \$150 per day will be assessed by and is immediately payable to Parks. Parks, in its own discretion, may elect to waive said charge. A persistent pattern of inoperable

registers or failure to follow the above procedures consistently may, at the sole discretion of Parks, be cause for termination of this License.

- 8.7 Licensee warrants that all services provided, and all food, beverages, or other items sold, pursuant to this License shall be of high grade and good quality. Licensee shall operate in such a manner as to maintain a very high health inspection rating.

The Licensee shall personally operate this License or employ an operations manager ("Manager") possessing appropriate qualifications to manage operations at the Licensed Premises in a manner that is satisfactory to Parks. The Manager must be available by telephone during all hours of operation, and Licensee shall provide the Parks with a telephone number at which Parks may contact the Manager directly in the event of an emergency. Licensee shall replace any Manager, employee, subcontractor, or subcontractor whenever reasonably demanded by Parks.

- 8.9 Licensee shall provide equipment which will provide security for all monies received. Licensee shall provide for the transfer of all monies collected to Licensee's banking institution. Licensee shall bear the loss of any lost, stolen, misappropriated or counterfeit monies derived from operations under this License.

- 8.10 Licensee shall, at its sole cost and expense, use its best efforts to recruit personnel from the communities immediately surrounding the Licensed Premises, and provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of this License; including, but not limited to:

- (a) Collecting and safeguarding all monies generated under this License;
- (b) Maintaining the Licensed Premises;
- (c) Conducting and supervising all activities to be engaged in at the Licensed Premises.
- (d) Securing the Licensed Premises.

- 8.11 Licensee shall provide access to disabled members of the public at any facilities which are newly constructed or reconstructed by Licensee at the Licensed Premises. The accessibility shall be clearly indicated by signs and included in all advertising by Licensee. Licensee shall include in its advertising and promotion program a plan that describes how it intends to make available programs, services, and activities at the Licensed Premises readily accessible and useable by individuals with disabilities. Such plan shall provide for compliance with the applicable provisions of the American with Disabilities Act ("ADA") and any similarly applicable laws.

- 8.12 Licensee shall, at its sole cost and expense, provide any lighting, music, music programming, and sound equipment which Licensee determines may be necessary for its operation under this License, subject to approval by Parks. Licensee shall operate and play such sound equipment and music only at a sound level acceptable to Parks. Licensee shall be responsible for payment of any and all fees or royalties

to ASCAP, BMI, or such entity as they may require for such music or music programming. Licensee shall not have any outdoor amplified music without the Commissioner's prior written approval, on a time schedule approved by the Commissioner, except in connection with special events, *i.e.* weddings, parties and other catered functions within the scope of this Agreement.

- 8.13 Licensee shall promptly notify the Commissioner of accidents or unusual incidents occurring at the Licensed Premises. Such notice, including documents filed with any County, law enforcement, or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, damage to person or property, fire, flood, and casualty. Licensee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Licensed Premises, and Licensee shall notify the Commissioner in writing as to said person's name and address.
- 8.14 Licensee shall cooperate with Parks in providing use of the Licensed Premises without charge for programs conducted by or arranged for by Parks pursuant to Section IX herein. Parks shall consult with Licensee in an effort to schedule such events at times mutually agreeable to Licensee and to Parks, with the final decision to be reasonably made by Parks. Fees paid for food service provided to the County shall be discounted and not included in the calculation of Gross Receipts.
- 8.15 The Licensee will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and local labor laws, including, but not limited to, Local Law 1998.
- 8.16 Any sign posted by the Licensee at the Licensed Premises, or facility, shall be subject to the prior written approval of Parks, which approval shall not be unreasonably withheld, shall be appropriately located, and shall state that the Licensed Premises is a Nassau County municipal concession operated by the Licensee. Any advertising used in connection with the Facility or the concession granted herein shall be subject to Licensee's compliance with the County's advertising policy attached hereto as Exhibit "C," as may be amended from time to time.
- 8.17 Licensee shall, at its sole cost and expense, post throughout the Licensed Premises such signs as may be necessary to direct patrons to its services and facilities. Said signs shall indicate the schedule of hours of operation. It is expressly understood that if Licensee contemplates placing any sign off-site, such as on nearby highways or streets, it shall be Licensee's responsibility to obtain any necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets, or locations. The design and content of all such signs are subject to Parks prior approval, which approval shall not be unreasonably withheld.

- 8.18 The County reserves for its sole benefit all other rights to the Licensed Premises, including, but not limited to, intellectual property rights, the right to issue permits, and the right to retain revenues derived from other sources not specifically granted or issued to Licensee.
- 8.19 Licensee shall assume all risk in the operation of this License Agreement and agrees to comply with all Federal, State and Local regulations and all rules, regulations and ordinances of Nassau County affecting said premises in regard to all matters, and especially in the sale of, use of and storage of foodstuffs, beverages and tobacco and the limitation of parts of the premises to special uses or for the use of special classes of patrons and to indemnify and hold said County, Parks, and their agents, officers and employees harmless from any claims arising out of any violation of any law, ordinance or regulation.
- 8.20 Intentionally Omitted.
- 8.21 The County reserves the right to inspect, at any time, in order to ensure that the operator maintains the facility and equipment in a clean and sanitary manner, and Licensee shall provide, at all times, free access to the Licensed Premises to Parks or its representatives and to other County, State or Federal officials having jurisdiction, for inspection purposes.
- 8.22 The Licensee will be responsible for all maintenance of the facility and equipment. Licensee shall obtain and pay for appropriate service licenses to keep the facility, including the maintenance equipment, HVAC system if any, and any other major operational systems in good working order, or shall provide necessary maintenance staff for such purpose. Licensee shall follow manufacturers recommended maintenance schedule for all equipment.
- 8.23 Deliveries of supplies and equipment to the Licensed Premises by commercial vehicle shall be scheduled and coordinated by Licensee so as not to conflict with Parks' operations at the Licensed Premises.
- 8.24 Licensee will not be authorized to sell, lease, license, market or otherwise offer so-called "naming rights" and "sponsorship rights" to the Licensed Premises. The County specifically reserves all such rights.

IX. RESERVATION FOR PARKS SPECIAL EVENTS

Parks agrees to use its reasonable efforts to notify Licensee at least thirty (30) days in advance of any Special Events. It is expressly understood that this Section 9 shall in no way limit Parks right to itself sponsor or promote Special Events, as defined herein, at the Licensed Premises, subject to the terms set forth in this License Agreement. Commissioner represents to Licensee that he has not granted to any other person or entity any license, permit, or right of possession or use which

would prevent Licensee in any way from performing its obligations and realizing its rights under this License, except as otherwise disclosed herein.

X. MAINTENANCE, SANITATION, AND REPAIRS

- 10.1 Licensee shall, at its sole cost and expense and to the satisfaction of the County, put, keep, repair, preserve in good order, restore, and replace, if necessary, all non-structural interior and exterior components of the Licensed Premises, including, without limitation, all repairs, restorations and replacements to the "Base Building Systems" as defined below. As used in this Agreement, the term "Base Building Systems" shall include sprinkler systems, fire and life safety systems, and HVAC, plumbing, electrical and mechanical systems, provided, however, that Base Building Systems shall not include the septic system for the Licensed Premises, and Licensee's responsible to repair the HVAC system shall not include the responsible to repair the boiler in the basement of the Facility. In making any repairs required under this Section 10.1 or otherwise, Licensee shall comply with the provisions of this Agreement, including, without limitation, the DPW guidelines attached hereto as Exhibit "B" and shall be required to obtain the prior approval of the Department of Public Works. Licensee shall also be responsible for structural repairs caused by its negligence or willful misconduct. Licensee shall at all times keep the Licensed Premises clean, neat and with respect to the food and beverage service operations, fumigated, disinfected, deodorized and in every respect sanitary. Licensee shall provide regular cleaning and maintenance services for the Licensed Premises, up to and including the perimeter of the Licensed Premises. Licensee shall repair and maintain in good working order and replace when necessary, any and all equipment installed at the Licensed Premises necessary for the proper operation of this License. Notwithstanding the above, nothing herein shall be construed to require Licensee to remove, repair or replace the septic system, septic tank, septic or leeching fields, or any part thereof that at any time during the License period. The sole responsibility with regard to the septic system, tank or fields and structural repairs, restorations, and replacements shall be with the County. As used in this Agreement, the term "Structural" shall include the roof, roof structures, roof supports, roof drainage systems, sky lights, bearing walls, exterior walls including the interior surface of the exterior walls (except interior painting or interior wall finishes within the Licensed Premises); the foundations and all structural portions of the Licensed Premises; floors, concrete or otherwise (except interior floor coverings); poured concrete; utility lines serving the Licensed Premises (to the extent not maintained by a public utility company); and repairs to the boiler in the basement of the Facility. Licensee shall promptly notify the Commissioner of any problem or malfunction regarding the same, and the County shall within thirty (30) days of said notification, take reasonable steps to remedy said problem at the County's sole cost and expense. Licensee shall provide equipment maintenance contracts, or directly provide maintenance services reasonably deemed by Parks to be equivalent to service contracts for the equipment on the Licensed Premises. Licensee shall adhere to the maintenance schedules recommended by the manufacturer for all mechanical systems and equipment.

- 10.2 Licensee shall maintain the Licensed Premises in good repair and in a first-class manner and condition, reasonable wear and tear excepted. Licensee shall perform such maintenance in a good and worker-like manner.
- 10.3 No later than thirty (30) days before the end of each Operating Year, Licensee shall conduct a site inspection at the Licensed Premises with a representative of Parks. Such inspection shall assess the condition of the Licensed Premises and all fixed equipment therein and determine the nature and extent of repairs performed by Licensee. In addition, Parks may perform site inspections at random at such time(s) as not to cause an unreasonable interruption with Licensee's business operations.
- 10.4 Licensee shall provide covered waste receptacles at the Licensed Premises within fifty (50) feet of all facilities (excluding vending machines) operated by Licensee. All waste, garbage, refuse, rubbish, and litter ("Trash") which collects upon the Licensed Premises and within fifty (50) feet of all facilities (excluding vending machines) operated by Licensee without regard to its sources, shall be daily collected, recycled if necessary, bagged and placed in an area designated by County for County pick-up at the County's sole cost and expense, or when County dumpsters are provided, empty said receptacles into those containers. Conversely, all Trash generated at the Licensed Premises during Licensee sponsored Special Events shall be collected and removed by Licensee at its sole cost and expense. Licensee shall not bring in any off-site waste, garbage, refuse, rubbish, and litter for disposal at the Licensed Premises, and waste receptacles shall be kept clean. In performing its duties under this section, Licensee shall comply with all applicable ordinances and programs of the Village, Town, County, State and Federal governments. Subject to the provisions stated above, Licensee shall properly bundle and/or separate, as required, for pickup pursuant to Village, Town, County, State and Federal law, all corrugated cardboard, magazines and catalogs, newspapers, high-grade office paper and envelopes, computer paper, phone books, paper bags, cardboard boxes, pizza boxes, non-Styrofoam egg cartons, milk and juice cartons, aluminum products (including foil and trays), metal cans, plastic and glass bottles, detergent bottles, glass jars, milk jugs, metals (pans, irons), aerosol cans, wire hangars, and paint cans. These recyclables must be rinsed or rid of all food products, as necessary. Licensee shall provide appropriate colored receptacles to allow the public the opportunity to separate recyclable material from biodegradable waste resulting from sales made at the Licensed Premises.

At the expiration or sooner termination of this License, Licensee shall turn over the Licensed Premises to County in good condition, ordinary wear and tear excepted.

- 10.5 At its sole cost and expense, Licensee shall remove any and all graffiti that may appear on the buildings and structures on the Licensed Premises. Such graffiti removal shall be commenced within approximately twenty-four (24) hours from the appearance of any such graffiti and shall continue until such graffiti is removed.

- 10.6 Licensee shall not use or permit the storage at the Licensed Premises of any hazardous substances or materials, including illuminating oils, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited by the standard policies of fire insurance companies in the State of New York. Licensee shall properly handle, store, and use all fuel, including propane and associated tanks and equipment, in a manner that meets all applicable building and fire codes, rules, and regulations.

XI. IMPROVEMENT AND/OR CORRECTION IN OPERATIONS

- 11.1 Should the County reasonably decide that Licensee is not operating the Licensed Premises in a satisfactory manner, Parks may, in writing, mailed certified mail, return receipt requested, order Licensee to improve operations to acceptable standards or to correct such conditions, as County may reasonably deem appropriate. In the event that Licensee fails to comply with such written notice or respond in a manner satisfactory to Parks within thirty (30) days from the receipt of said notice, notwithstanding any other provision herein, then County may notice the default and terminate this License in accordance with the provisions of Section 3.3 (a) above.
- 11.2 Should County, in its sole judgment, decide that an unsafe or emergency condition exists on the Licensed Premises after written notification, Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the County in writing and indicate the period within such condition shall be corrected. County, in its sole discretion, may extend such period of time in order to permit Licensee to cure, under such terms and conditions as appropriate, or terminate this License, unless such condition is remedied.

XII. FIXED EQUIPMENT

- 12.1 Licensee shall, at its sole cost and expense and to the reasonable satisfaction of County, provide and replace, if necessary, all equipment necessary for the operation of this License, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in, or affixed to the Licensed Premises.
- 12.2 County has title to all Fixed Equipment. Licensee shall have the use of all Fixed Equipment located on the Licensed Premises at no cost.
- 12.3 Title to any Additional Fixed Equipment and to all construction, renovation, or improvements made to Licensed Premises, shall vest in and belong to the County at County's option, which option may be exercised at any time after the substantial completion of the affixing of said equipment or the substantial completion of such construction, renovation, or improvement. During the term of this Agreement, Licensee shall have the use of all Fixed Equipment and Additional Fixed

Equipment at no cost. To the extent the County chooses not to exercise such option it shall be the responsibility of Licensee to remove such items at its sole cost and expense after the termination of this License.

- 12.4 Licensee must acquire, replace, install, or affix, at its sole cost and expense, any equipment materials, and supplies required for the proper operation of Licensed Premises as described herein or as reasonably required by County.

XIII. EXPENDABLE OR PERSONAL EQUIPMENT

- 13.1 Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this License and shall replace the same at its own cost and expense when reasonably necessary and requested by County.
- 13.2 Title to all Expendable or Personal Equipment provided by Licensee shall remain in Licensee and such equipment shall be removed by Licensee at the termination or expiration of this License, except as may be otherwise provided herein. Should any property remain in the Premises after such expiration or termination, the County shall notify the Licensee to remove such property within ten (10) days from the date of such writing and, if Licensee should fail to remove such property, the County may deal with such as though same had been abandoned and charge all costs and expenses incurred in the removal thereof to the Licensee. The Licensee's obligation to observe and perform all the terms, covenants, and conditions of the agreement shall survive the expiration or other termination thereof. If Licensee's equipment is removed, the Licensee shall repair any damage caused to the Licensed Premises by said removal, to the reasonable satisfaction of the County.
- 13.3 The Equipment to be removed by Licensee pursuant to Section 13.2 above shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises. Notwithstanding its vacating and surrender of the Licensed Premises, Licensee shall remain liable to County for any damage it may have caused to the Licensed Premises beyond ordinary wear and tear.

XIV. EQUIPMENT AND CONDITION UPON SURRENDER

- 14.1 Notwithstanding the foregoing, at the expiration or sooner termination of this License, Licensee shall surrender the Licensed Premises, and the Fixed and Additional Fixed Equipment to which County holds title, in at least as good a condition as said Licensed Premises and the Fixed and Additional Fixed Equipment were found by Licensee, reasonable wear and tear excepted.
- 14.2 Licensee acknowledges that it is acquiring a license to use the Licensed Premises and Fixed Equipment thereon solely on reliance on its own investigation, that no representations, warranties, or statements have been made by the County

concerning the fitness thereof, and that by taking possession of the Licensed Premises and Fixed Equipment Licensee accepts them "as is" in their present condition, subject to ordinary wear and tear.

XV. LIENS

- 15.1 Lien. (a)(1) The Licensee shall not cause the Premises to be encumbered by any Lien Defined below). As used in this agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmen's lien, or any other matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.
- 15.2 If any mechanic's, laborer's, vendor's, material man's or similar statutory lien is filed against the Premises or any part thereof, by virtue of an act or omission of Licensee or if any public improvement lien created or allowed to be created by the Licensee shall be filed against any assets of, or funds appropriated to, the County, the Licensee shall, within sixty (60) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.
- 15.3 Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the County, express or implied, to any contractor, subcontractor, laborer or material man for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving the Licensee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against the Premises or any part thereof or against assets of, or funds appropriated to, the County. Notice is hereby given, and the Licensee shall cause all construction agreements to which it is a party to provide, that to the extent enforceable under applicable law, the County shall not be liable for any work performed at the Premises or any part thereof for the Licensee or any subcontractor or for any materials furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Premises or any part thereof or any assets of, or funds appropriated to, the County.

XVI. REQUIRED CAPITAL IMPROVEMENTS

- 16.1 Licensee covenants to perform and complete, or cause to be completed by contractor(s) and/or subcontractor(s) acceptable to the County in its reasonable discretion, such Capital Improvements as specified in Schedule "B" or as may be agreed upon by the parties subject to the terms of this Section 16 and the remainder

of this Agreement. Licensee shall be obligated to expend, at its sole expense, a minimum amount of One Million Five Hundred Thousand (\$1,500,000.00) during the Preliminary Term to make such Capital Improvements. Any such Capital Improvements shall be made in accordance with the provisions of this Agreement, including, without limitation, the DPW guidelines attached hereto as Exhibit "B" and shall be subject to the approval of the Department of Public Works. Licensee may use its own employees in any and all phases of such Capital Improvements and receive credit against the above required payments for the reasonable value of the work, labor and services provided by such employees. Licensee shall comply with all applicable laws, rules, regulations, and County guidelines, including without limitation, the DPW Guidelines in Exhibit "B".

- 16.2 The Licensee shall perform and complete all Capital Improvements, at its sole cost and expense, in accordance with the designs, plans and specifications approved by the Department and other governmental agencies having jurisdiction. Notwithstanding any other provision in this Agreement, (i) Licensee shall not be required to maintain or improve existing buildings or structures on the Premises, except to the extent that Licensee and County agree that Licensee shall do so and except to the extent that Licensee uses such buildings or structures, and (ii) County and Licensee will cooperate in the creation and development of design specifications for the Facility and any other improvements to be constructed on the Premises. It is understood by the parties that the foregoing specifications and design documents shall include, at a minimum, the following components: (i) equipment and supply storage, and (ii) ADA compliant restroom facilities. Notwithstanding any other provision of this Agreement, the County shall not be responsible for constructing any of the buildings, structures or facilities described above. To ensure faithful completion of the Capital Improvements described herein, prior to any Capital Improvements being made pursuant to this Section 18, Licensee shall execute, or cause its General Contractor to execute, both a Performance Bond and a Labor and Material Payment Bond to the Department, or provide equivalent security reasonably acceptable to the County, to the extent permitted by law, each in the cumulative amount of one hundred percent (100%) of the Total Cost of Capital Improvements as reasonably determined by the Commissioner of DPW, to remain in effect for the duration of the Capital Improvement project, including any renewal period(s). Such bonds shall be executed by a surety company authorized to do business in the State of New York and reasonably acceptable to the County Comptroller, or bonds secured by collateral, or securities reasonably approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who signs contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which must be attached to the Bond or issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). Notwithstanding anything to the contrary, a Surety with

an AM Best rating of A-minus or better shall be deemed acceptable. The amount of said Bond shall not exceed the limits set by the aforesaid certificate of Solvency or Treasury Department Circular.

- 16.3 The Total Cost of the Capital Improvements shall be determined by the Department based upon construction documents, invoices, labor time sheets and such other supporting documents or other data as the Department may reasonably require. Expenditures for ordinary repairs and maintenance shall not be considered Capital Improvements; however, expenditures for Capital Improvements reflected in Exhibit "B" shall be included in the Total Cost inclusive of trade fixtures & equipment utilized in connection with the operation of licensee business operations and further architectural/engineering and other typically referred to as "Soft Costs", incurred by the Licensee. In making the determination of the total cost of Capital Improvements, the Department may request any information it reasonably believes would be helpful to make such a determination. Licensee shall forward such information to the Department upon its request. Licensee shall spend or cause to be expended the entire amount required to complete the Capital Improvements described in Section 16.1 and Schedule "B.". In the event Licensee performs all Capital Improvements for less than the amount listed in Section 18.1 herein, any excess monies shall be used for additional Capital Improvements as may be mutually agreed to by the parties. All such additional Capital Improvements must be completed no later than the time provided for other Capital Improvements required under this Article XVI.
- 16.4 Licensee shall proceed in good faith and with due diligence to complete all necessary Capital Improvements; it being agreed that Licensee may, with the consent of the Department not to be unreasonably withheld or delayed, revise its scheduled Capital Improvements upon a final walk-through and inspection following delivery to Licensee of exclusive possession of the Premises, but in no event shall Licensee's required capital investment be less than the \$1.5 Million. Licensee shall complete or cause to be completed all Capital Improvements so that the services to the public contemplated herein may commence and continue, unless such work cannot be completed due to circumstances beyond the control of Licensee as determined by the Department, including acts of God, pandemics, war, enemies or hostile government actions, revolutions, insurrection, riots, civil commotion, strikes, fire or other casualty as well as the acts or omissions of the County.
- 16.5 Licensee shall pay all applicable fees and shall submit to the Department and all other governmental agencies having jurisdiction, for prior approval, all plans, specifications, schematics, working and mechanical drawings which shall be signed and sealed by a New York State Registered Architect or Licensed Professional Engineer, who will oversee the entire construction project. Licensee shall submit the architect's or engineer's qualifications to the Department for prior approval. All plans, specifications, schematics, and working and mechanical drawings shall be in such detail as the Department shall require. All work shall be undertaken in

accordance with the plans, specifications, schematics, and working and mechanical drawings approved in writing in advance by the Department. The supervising architect or engineer is required to ensure that all construction conforms in all material respects to the plans approved by the Department. No Capital Improvement shall be deemed Finally Completed until the Department certifies in writing that the Capital Improvement has been completed to its satisfaction. The Department's determination as to whether the Capital Improvements are Finally Complete shall not be unreasonably delayed.

- 16.6 Upon certification by the Department of Final Completion by Licensee of the Capital Improvements required herein, Licensee shall provide the Department with one complete set of final, approved "AS-DESIGNED" plans on 4-millimeter double matte Mylar. Plans are also to be submitted in digital format (CAD file extension and .pdf). Acceptable manual drafting methods include ink or plastic film pencil. Right reading fixed line photo on 4-millimeter Mylar may be substituted for original drawings. If the fixed line photo process is used, the resultant film negative must be submitted with the drawings. CADD-generated drawings must be printed right-reading with either a pen or ink jet plotter. Drawings produced by diazo, electrostatic (i.e., Xerographic), laser, copy press (i.e., OCE), or other means utilizing toner will not be accepted. All "AS-DESIGNED" drawings submitted must be so labeled. Each drawing shall contain the name, address & telephone number of the Architect / Engineer.
- 16.7 Licensee shall commence Capital Improvements only after the issuance of a building permit issued by the Town of Hempstead Department of Buildings, insofar as it has jurisdiction over Capital Improvements. Licensee shall also, prior to commencing work, obtain all other necessary governmental approvals, permits, and licenses. Licensee shall notify the Department of the specific date on which construction shall begin.
- 16.8 Licensee shall perform all Capital Improvements in accordance with all federal, state, and County laws, rules, regulations, orders, and industry standards, and with materials as set forth in the approved plans, specifications, schematics, working and mechanical drawings. All equipment and materials installed as part of the Capital Improvements shall be new, free of defects, of high grade and quality, suitable for the purpose intended and furnished in ample quantities to prevent delays. Licensee shall obtain all manufacturer's warranties and guarantees for all such equipment and materials, as applicable.
- 16.9 During performance of the Capital Improvements and up to the date of Final Completion, Licensee shall be responsible for the protection of the finished and unfinished Capital Improvements against any damage, loss, or injury. In the event of such damage, loss or injury, Licensee shall promptly replace or repair such Capital Improvements at its sole cost and expense.

- 16.10 Licensee shall provide written notice to the Department when the Capital Improvements are near Substantially Completed. After receiving such notice, the Department shall inspect such Capital Improvements. After such inspection the Department and Licensee shall jointly develop a single final "punch list" incorporating all findings from such inspection concerning all work not completed to the reasonable satisfaction of the Department. Licensee shall proceed with diligence to complete all "punch list" items within a reasonable time as determined by the Department.
- 16.11 Licensee, within three months of certification of Final Completion, shall furnish the Department with a certified statement, issued by Licensee, detailing the actual costs of construction. Accompanying such statement shall be construction documents, bills, invoices, labor time books, accounts payable, daily reports, bank deposit books, bank statements, checkbooks, and canceled checks. Licensee shall maintain accurate books and records of account of construction costs, which shall be segregated from other accounts, and shall itemize and specify those costs attributable to the Premises to permit audit by the Department or the County Comptroller upon request.
- 16.12 Licensee shall provide the Department with discharges for any and all liens which may be filed or levied against the Capital Improvements during construction of such improvements. Licensee shall discharge such liens within thirty business days of receipt of lien by Licensee. Upon Final Completion of all Capital Improvements, the Department shall return to Licensee its remaining payment and performance bond on deposit with the County.
- 16.13 Licensee shall promptly repair, replace, restore, or rebuild, as the Department reasonably may determine, items of Capital Improvements in which defects in materials, workmanship or design may appear or to which damages may occur because of such defects, during the one-year period subsequent to the date of the Final Completion of such Capital Improvements. Failure to comply with this Section 18.13 shall constitute a default and may result in the termination of this Agreement.
- 16.14 Neither the Department, nor any other County departments, agencies, officers, agents, employees or assigns thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Agreement by the County, the Department, or any other department, officer, agent or employee of the County, before the Final Completion and acceptance of the Capital Improvements, from showing that the Capital Improvements or any part thereof do not in fact conform to the requirements of this Agreement and from demanding and recovering from the Licensee such damages as the Department or the County may sustain by reason of Licensee's failure to perform each and every part of this Agreement in accordance with its terms, unless such determination, decision, approval order, letter, payment

or certificate shall be made pursuant to a specific waiver of this Section 16.14 signed by the commissioner of the Department or her authorized representative.

- 16.15 Upon installation, title to all construction, renovation, improvements, and fixtures made to the Premises shall vest in and thereafter belong to the County at the County's option, which may be exercised at any time after the Substantial Completion of their construction, renovation, improvement, affixing, placement, or installation. To the extent the County chooses not to exercise its option with respect to any of the construction, renovation, improvements, equipment, or fixtures made to the Premises, it shall be the responsibility of Licensee to remove its Expendable Equipment and restore the Premises to the satisfaction of the Department at the sole cost and expense of the Licensee upon the Agreement Expiration Date or earlier termination of this Agreement. However, Licensee shall not under any circumstances be required to remove heating, plumbing, air conditioning, electrical wiring, elevators, windows, and ventilation fixtures.
- 16.16 In the event the County revokes the Agreement (except for cause) prior to the Agreement Expiration Date pursuant to Section 3.2 of the Agreement, the Licensee shall be reimbursed, for Adjusted Unamortized Capital Expenditures (as defined below) for Capital Improvements actually completed, as reasonably determined by the County. "Adjusted Unamortized Capital Expenditures" shall mean the unamortized, third party, actually incurred hard and soft costs of the Capital Improvements for the purposes of the above calculation, capital expenditures are to be amortized evenly over the initial Term of the Agreement, commencing on the Commencement Date. The calculation of Adjusted Unamortized Capital Expenditures shall be verified by the Department and subject to the review, approval, and audit of the County Comptroller. Reasonable soft costs such as design fees, architects and engineering fees, survey fees, consultant fees, attorney fees and other soft costs shall be included in the County's calculation of Adjusted Unamortized Capital Expenditures.

XVII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

- 17.1 This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred, or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 17.2 It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be

bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Licensee under this Agreement, (i) the Licensee shall remain responsible for the full performance of its obligations under this Agreement, and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Licensee.

XVIII. ALTERATIONS

- 18.1 (a) "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to original premises or in the event of fire or other cause), rehabilitation, modification, addition, or improvement to Licensed Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating, or other systems of Licensed Premises.
- (b) Alterations shall become property of County upon their attachment, installation or affixing.
- (c) In order to Alter the Licensed Premises Licensee must: (i) Obtain County's written approval (which shall not be unreasonably withheld) for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work; (ii) Insure that work performed and alterations made on Licensed Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Article in a good and workmanlike manner, and within a reasonable time; and (iii) Notify County of the completion of, and the making final payment for, any alteration within ten (10) days after the occurrence of said completion or final payment.
- (d) County may, in its discretion, make repairs, alterations, decorations, additions or improvements to the Licensed Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any repairs, alterations, decorations, additions, or improvements, nor shall this provision in any way affect or impair Licensee's obligation herein in any respect. Any work performed by County will not interfere with Licensed activities under the License.
- 18.2 County reserves the right to perform construction or maintenance work in its reasonable discretion at the Licensed Premises at any time during the term of this License. Licensee agrees to cooperate with County, to accommodate any such work by County and provide public and construction access through the Licensed Premises as deemed necessary by Parks. County shall use its best efforts to give Licensee at least fourteen (14) days prior written notice of any such work, and not to interfere substantially with Licensee's operation or use of the Licensed Premises. County may temporarily close a part or all of the Licensed Premises for County's purpose as determined by the County. In the event that Licensee must close the

Licensed Premises for the purposes provided for in this License because of such Parks' construction, then Licensee may propose and submit for Parks' approval a plan to equitably address the impact of the closure. Licensee shall be responsible for security of all of Licensee's property on the Licensed Premises at all times.

XX. INDEPENDENT CONTRACTOR

- 19.1 The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of the Licensee (a "Licensee Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices, and departments thereof).

XX. NO ARREARS OR DEFAULT

- 20.1 The Licensee is not in arrears to the County upon any debt or contract, and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

XXI. COMPLIANCE WITH LAW

- 21.1 Compliance With Law. (a) Generally, Licensee shall comply with any and all applicable Federal, State and local Laws, including those relating to a living wage, conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, Licensee is bound by and shall comply with the terms of Appendices A and B attached hereto and hereby made a part hereof, and with the provisions of Local Law No. 9-2002 entitled "A Local Law to Require Apprenticeship Training Programs for County Licenses." As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Personnel Screening. Consistent with Local Law 14-2003, and prior to the commencement of services, Licensee shall ensure that all current and prospective personnel who, in carrying out the contract, will have unsupervised or regular and substantial contact with minors, are fingerprinted by the Nassau County Police Department. Where the criminal history record of any personnel reveals a conviction of a crime, Licensee shall, upon notice from the head of the department charged with administering the contract, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing personnel

who have unsupervised or regular and substantial contact with minors, Licensee shall notify the Commissioner, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the County to remove personnel from duty shall constitute a material breach of the contract.

(c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate. All information disclosed by Parks, in tangible form, which is clearly marked with a "CONFIDENTIAL", "PROPRIETARY", "RESTRICTED" or similar legend, shall be deemed, and protected as confidential Parks' information.

(d) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Licensee agrees as follows:

(i) Licensee shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Licensee has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Licensee shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix C.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the District shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the District on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts,

gratuities, favorable opportunities, or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The District shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

XXII. MINIMUM SERVICE STANDARDS

22.1 Regardless of whether required by Law:

(a) The Licensee shall, and shall cause Licensee agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

XXIII. INDEMNIFICATION, DEFENSE, COOPERATION

23.1 (a) The Licensee assumes all risk in its performance of all activities authorized by this License and shall be solely responsible for and shall indemnify and hold harmless the County, Parks, and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Licensee or a Licensee Agent, including, without limitation, Licensee's operations pursuant to this License, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, provided, however, that the Licensee shall not be liable for a Loss, if any, caused by the negligence of the County.

(b) The Licensee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Licensee's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties, and the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Licensee shall, and shall cause Licensee agents to, cooperate with the County and Parks in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

XXIV. INSURANCE

24.1 (a) Types and Amounts. The Licensee shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less

than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage, (ii) compensation insurance for the benefit of the Licensee's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, such as "Contractor's Liability Insurance" including Builder's All-Risk Insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Licensee pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and reasonably acceptable to the County, and (ii) in form and substance reasonably acceptable to the County. The Licensee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Licensee shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Licensee under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to Parks. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed, or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Licensee shall provide written notice to Parks of the same and deliver to Parks, renewal, or replacement certificates of insurance. The Licensee shall cause all insurance to remain in full force and effect throughout the term of this Agreement, and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Licensee to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Licensee to maintain the other required coverages shall be deemed a material breach of this Agreement, upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

XXV. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY

25.1 No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Licensee shall present the demand or claim(s) upon which such action or special proceeding is based in writing to the applicable Deputy County Executive ("Applicable DCE") for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Licensee shall send or deliver copies of the documents presented to each of (i) Parks and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or

necessary moving papers of the Licensee shall allege that the above-described actions and inactions preceded the Licensee's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

XXVI. CONSENT TO JURISDICTION AND VENUE: GOVERNING LAW

- 26.1 Unless otherwise specified in this Agreement or required by Law, all claims, or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State, and the parties expressly waive any objections to the same on any grounds, including venue and forum *non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

XXVII. NOTICES

- 27.1 Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to Parks, to the attention of Parks at the address specified above for Parks, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Licensee shall obtain from Parks) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, or in each case to such other persons or addresses as shall be designated by written notice.

XXVIII. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY, SUPREMACY

- 28.1 (a) Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this

Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above, the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement, it shall not be construed against either party as drafter.

XXIX. SECTION AND OTHER HEADINGS

29.1 The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XXX. ENTIRE AGREEMENT

30.1 This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict or ambiguity between any term of this Agreement above the signature page and any Exhibit, the Agreement above the signature page shall take precedence followed by the County RFP and then the Licensee's Proposal.

XXXI. EXECUTORY CLAUSE

31.1 Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and,

if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

XXXII. WAIVER OF COMPENSATION

- 32.1 Unless arising from the County's willful or negligent conduct hereunder, Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Licensed Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Licensee hereby expressly releases and discharges Parks, its agents, and the County from any demands, claims, actions and causes of action arising from any of the causes aforesaid.
- 32.2 Except as provided in Section 3.4 hereof, Licensee further expressly waives any and all claims for compensation, loss, of profit, or refund of its investment, if any, or any other payment whatsoever, in the event this License is terminated by County.

XXXIII. WAIVER OF TRIAL BY JURY

- 33.1 Licensee hereby waives trial by jury in any action, proceeding, or counterclaim brought by the County against Licensee in any matter related to this License.

XXXIV. CONFLICT OF INTEREST

- 34.1 Licensee represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, has any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License no person having such an interest or possible interest shall be employed by it. No elected official or other officer or employee of the County or Parks, nor any person whose salary is payable, in whole or part, from the County treasury, shall participate in any decision relating to this License which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

XXXV. PROCUREMENT OF AGREEMENT

- 35.1 Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage fee or any other

compensation. Licensee further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Licensee makes such representation and warranties to induce the County to enter into this License and the County relies upon such representations and warranties in the execution hereof.

- 35.2 In the event of a breach or violation by Licensee of its representations or warranties made under Section 35.1 hereof, the County shall have the right to annul this License without liability to Licensee for any monies paid hereunder, if any.

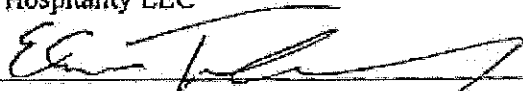
XXXVI. JUDICIAL INTERPRETATION

- 36.1 Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this License Agreement and that legal counsel was consulted by each responsible party before the execution of this License Agreement.

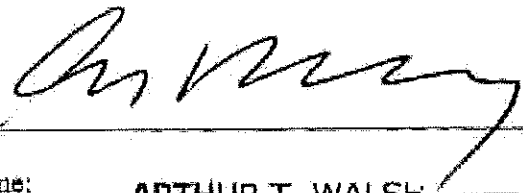
[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Licensee and the County have executed this Agreement as of the date first above written.

LICENSEE
EGB Hospitality LLC

By: 
Name: ~~Ⓟ~~ Elias Trachanas
Title: Member
Date: 3/10/2022

NASSAU COUNTY

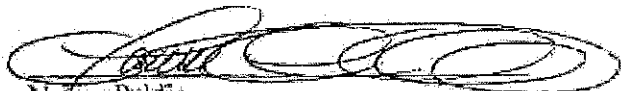
By: 
Name: ARTHUR T. WALSH
Title: Chief Deputy County Executive
Date: 5-11-22

PLEASE EXECUTE IN BLUE INK

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

On this 12 day of March, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Eliot Trumbull, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person, or entity upon behalf of which the person acted executed the instrument.

Laurie Ann Wagonfeld
Notary Public, State of New York
Reg. No. 01WA6396360
Qualified in Nassau County
My Commission Expires August 19, 2023


Notary Public

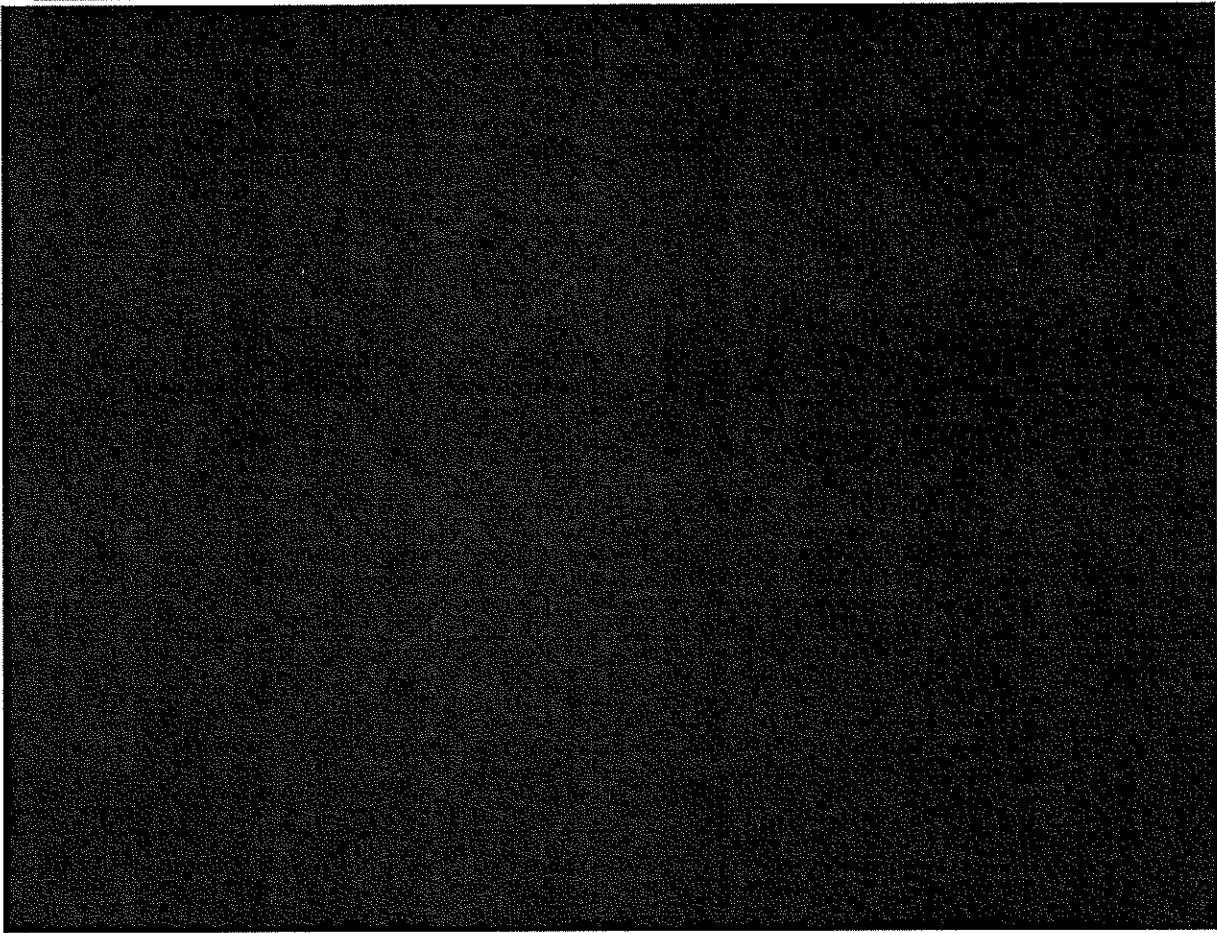
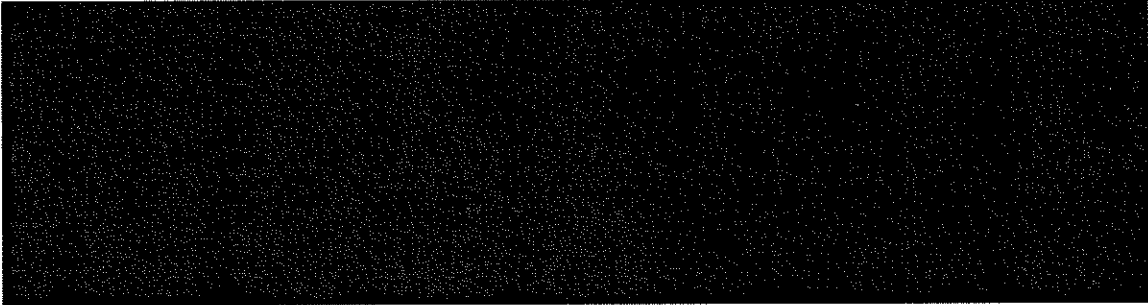
STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On this 11 day of May, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur T. Walsh, personally known who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto.


Notary Public

CHRISTOPHER GEORGE LEIMONE
Notary Public, State of New York
Reg. No. 02LE6391936
Qualified in Nassau County
Commission Expires May 20, 2023

**SCHEDULE A
LICENSE FEE**



For simplicity purposes, this example assumes zero Concessions Revenue:

SCHEDULE B CAPITAL IMPROVEMENTS

The below schedule, as supplemented by the Presentation attached to this Agreement as Exhibit "A," outlines the use of the capital improvement investment intended to implement the operational improvements presented in EGB Hospitality's presentation to Nassau County Parks.

General Building Capital Improvements

- Replacement and Repair of mechanical equipment
- Electrical and Plumbing repair and upgrades
- Landscape design and improvements which shall include Landscape lighting; General Signage; Replacement and enhancement of water fountains; new plantings
- Construction Costs including labor and materials in connection with outdoor and indoor common areas.
- Design & Architectural services related to the construction.
- Permitting Fees and Costs related to Construction and Design, as necessary and required.
- Upgrading building security systems which will include but not limited to cameras, alarm, and restricted access door system.
- Installation of wireless internet system
- Installation of building-wide audio systems

Restaurant Capital Improvements

- Replacement and Repair of mechanical equipment
- Electrical and Plumbing repair and upgrades
- Design & Architectural services related to the construction.
- Construction Costs including labor and materials in connection with restaurant.
- Replacement and repair of kitchen and cooking related equipment.
- Replacement and repair of refrigeration equipment.
- Design, purchase and install new audio/visual equipment.
- Purchase of new Point-of-Sale system.
- Purchase of new furniture such as, chairs, tables, and outdoor furniture.

Catering Capital Improvements

- Replacement and Repair of mechanical equipment
- Electrical and Plumbing repair and upgrades
- Design & Architectural services related to the construction.
- Construction Costs including labor and materials in connection with all catering spaces.
- Replacement and repair of kitchen and cooking related equipment inclusive of serving equipment.
- Replacement and repair of refrigeration equipment.
- Design, replace and upgraded lighting equipment, which shall include, but not limited to, chandeliers, table spot lighting, and entertainment lighting.
- Purchase of furniture such as, chairs, tables, and outdoor furniture.

- Purchase of outdoor seasonal heating systems.
- Purchase and installation of outdoor coverings and canopies.

Cigar Lounge & General 2nd Floor Spaces

- Repair and upgrade humidor(s).
- Replacement and Repair of mechanical equipment.
- Repair and upgrading elevator.
- Electrical and Plumbing repair and upgrades.
- Design & Architectural services related to the construction.
- Construction Costs including labor and materials in connection with Cigar Lounge & General 2nd Floor Spaces.
- Replacement and repair of kitchen and cooking related equipment.
- Replacement and repair of refrigeration equipment.
- Design, purchase and install new audio/visual equipment.
- Purchase of new Point-of-Sale system.
- Purchase of new furniture such as chairs & tables.

Concessions

- Purchase of mobile drink golf cart.
- Replacement and Repair of mechanical equipment.
- Electrical and Plumbing repair and upgrades.
- Construction Costs including labor and materials in connection with Concessions.
- Replacement and repair of kitchen and cooking related equipment.
- Replacement and repair of refrigeration equipment.
- Design, purchase and install new audio/visual equipment.
- Purchase of new Point-of-Sale system.
- Purchase of new furniture such as, chairs, tables, and outdoor furniture.

EXHIBIT A
EGB'S PROPOSAL PRESENTATION SHOWING CONCESSION COMPONENTS

EGB Hospitality LLC

Eisenhower Park

RFP# PK0601-2115

Primary Contact:
Elias Trahanas

Catering &
Restaurant Facility

Elias@trahanasllc.com
(516) 376-8006

v1.0

Contents

1. Management Team
2. Executive Summary
3. The Catering & Wedding Experience
4. The Restaurant
5. Concessions
6. The Cigar Lounge
7. How We Do Business
8. Additional Value-Add
9. Summary of Fee Structure
10. Conclusion

FOIA b 7 - D

Management Team



Elias Trahanas
 Co-Founder, Yummiery®
 Former Litigation Associate at BakerHostetler



Bobby Trahanas
 Chief Compliance Officer & Counsel
 to \$3 Billion U.S. Hedge Fund
 Co-Founder, Yummiery®

Owners & Operators of the Golden Reef Diner (Rockville Centre, NY)
 • 300 seats
 • 60 employees

Operators of Robert Moses & Jones Beach State Parks
 • 110 employees
 • Added never-before-attempted amenities
 • Record business statistics: approximately 50% increase in sales vs. historical sales
 • Catered events for NYS



Dennis Moshopoulos
 Co-Owner of Laterina Restaurant & Catering



Nick Moshopoulos
 Co-Owner of Laterina Restaurant & Catering
 Registered Architect and Head of Construction
 for Chip City

Owners & Operators of Laterina Restaurant & Catering (Bayside, NY)
 • Hosts small and large private and corporate functions with live entertainment
 • 250 seats
 • 25 employees

Owners & Operators of Ionian Development
 • Commercial contracting company

As Chip City's Head of Construction, Nick is responsible for spearheading the rapid expansion of Chip City throughout the Northeast.



Jerry Pagoulatos
 Trained Chef with Professional Culinary Arts
 degree from the International Culinary Center
 in New York City

Owner & Operator of the Sunnys Diner (Wardagh, NY)
 • 120 seats
 • 40 employees

Co-Owner of the Tesoro Spa Hotel & Spa and Nina Muzes Hotel (Greece)

© 2014 YUMMIERY, INC.

© 2014 YUMMIERY, INC.

Executive Summary



Operations

Best-in-class operations will maximize all spaces throughout the premises, resulting in increased revenue.



Capital Investment

Significant capital investment (over \$1 million) throughout the premises.



Brand Building

Re-branding of all spaces.



Marketing / PR

Modern engagement with the public.



Technology

Utilization of modern technology to enhance the experience for guests.



Local Tradition

Respect for the historical nature of Eisenhower Park.



The Catering & Wedding Experience

© 2004 Catering & Wedding Experience

PHOTO: J. K. HARRIS

A new catering experience at Eisenhower Park

Retiring dated and confusing branding

Rebranding to reflect:

- ① Premium experiences
- ② Modern amenities
- ③ Strong connection to the rich history of Eisenhower Park



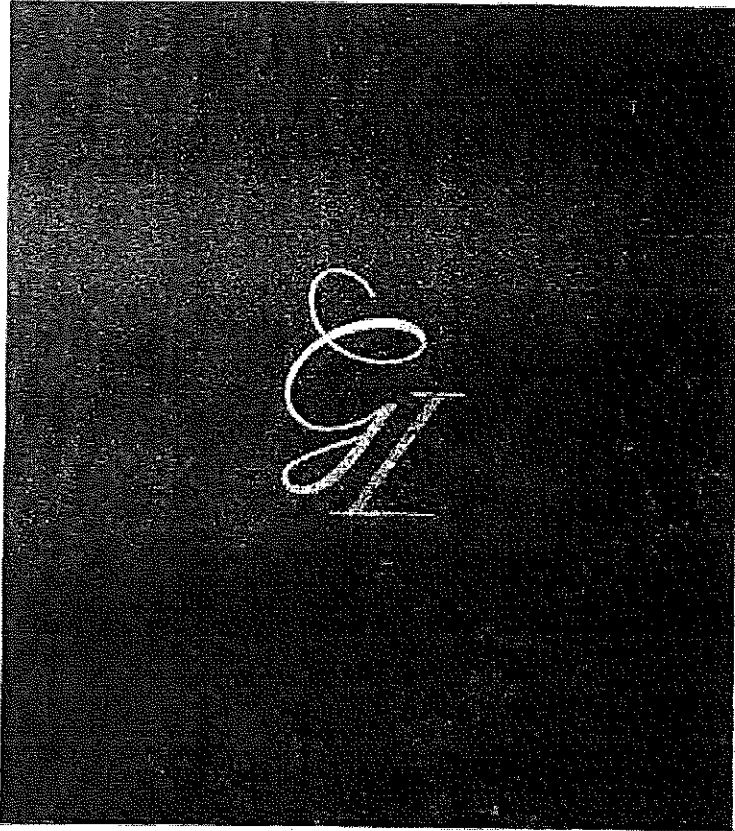
Joseph J. Lannin

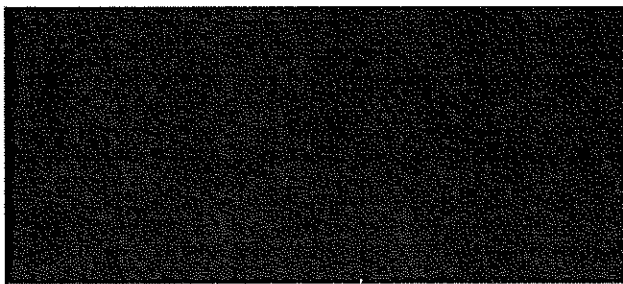
- Owned most of the property of today's Eisenhower Park and moved the Salisbury Links there
- Owner of the Garden City Hotel, Roosevelt Airfield, Boston Red Sox
- Known as the man who signed Eddie Puharich to the Red Sox

The Grand Linnin

The Grand Lani







- Luxury temporary, on-site sales office for sales during transition period
- Engage professionals to create and execute a design plan bringing all spaces up-to-date with modern expectations for private and corporate events
- Kitchen equipment enhancements

Interio: Design

- Revamp, update decor in ballroom and associated areas (e.g. bridal suite, ancillary spaces, foyer)

Landscape Design

- Enhance curb appeal, starting from guest approach to the premises
- Seasonal/holiday landscape design plan to enrich client/guest photography

Corporate Event Amenities

- State-of-the-art presentation capabilities keeping up with corporate demands

ST. MICHAEL'S
BOSTON

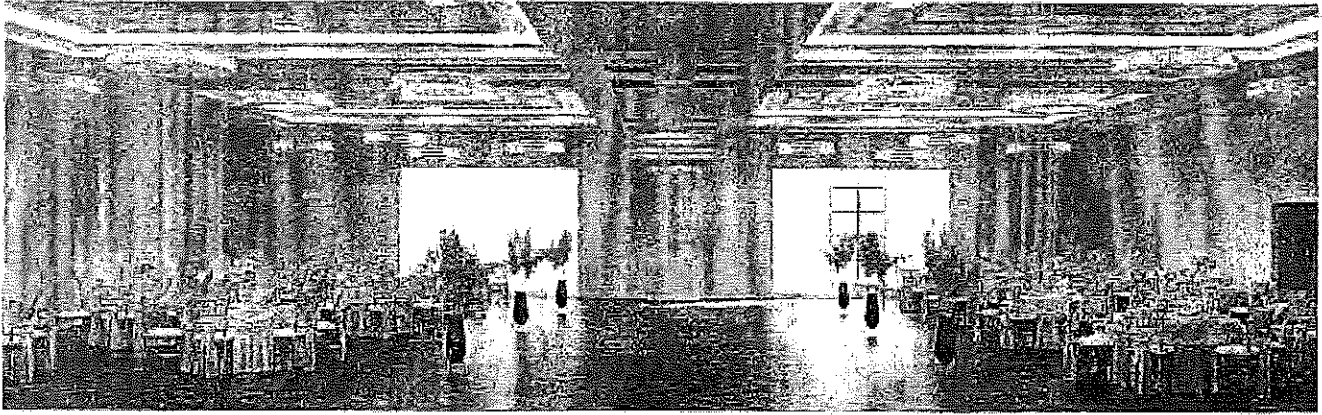


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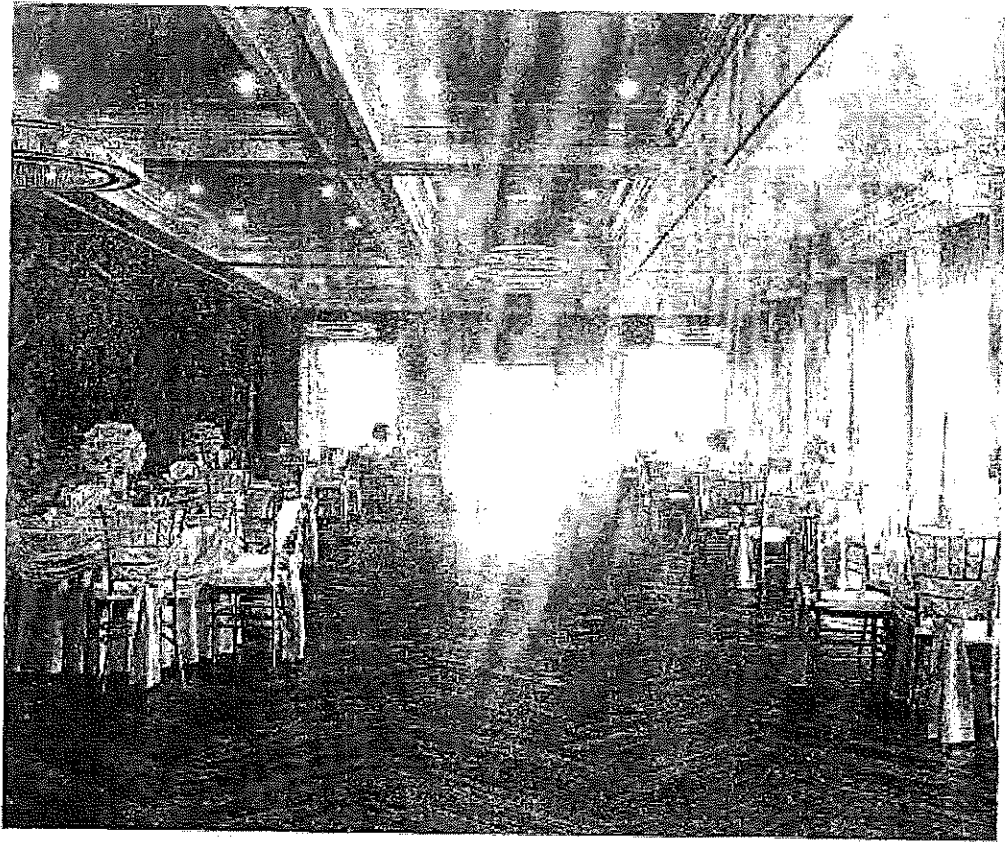
The Grand Levant



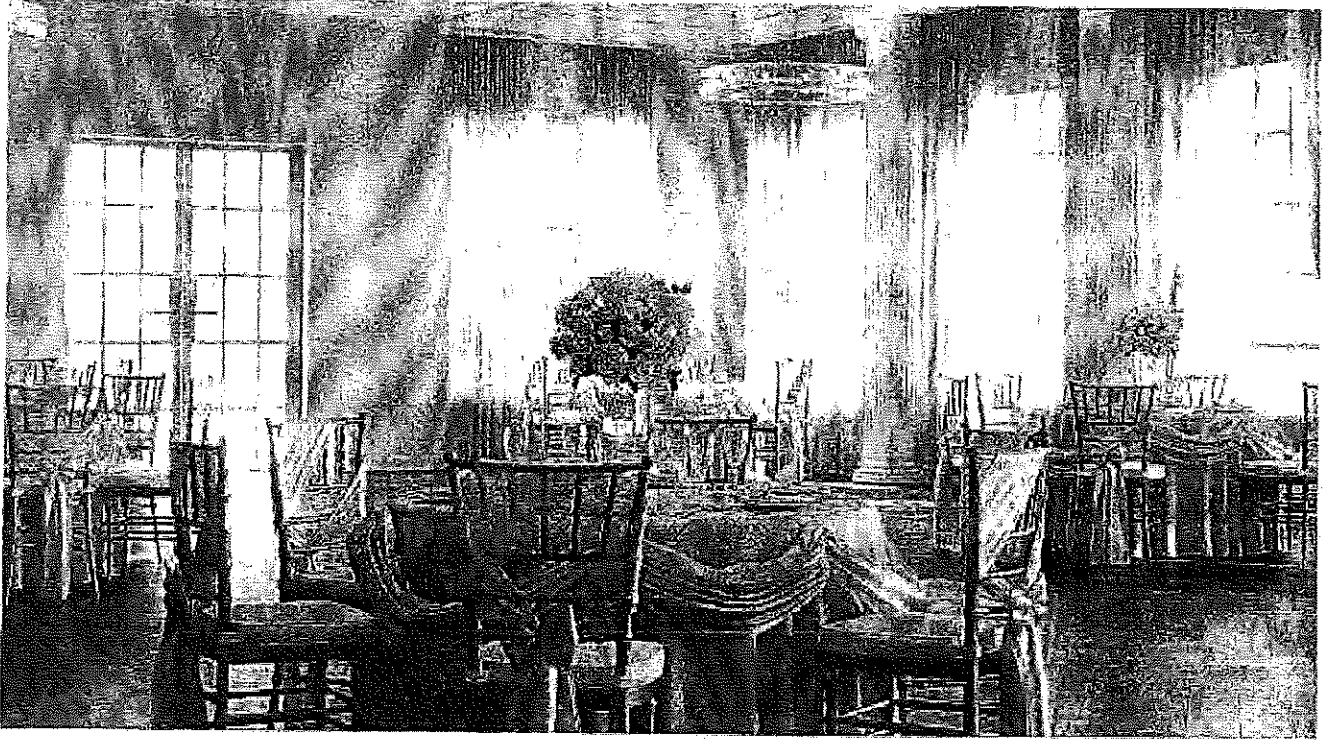
THE GRAND LEVANT



The Grand Linnin



The Grand Locomotive

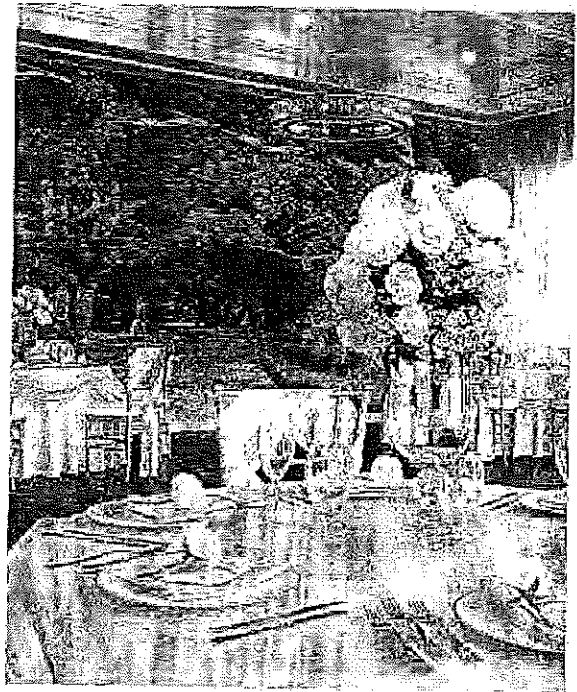


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THE UNIVERSITY

The Grand Lobby



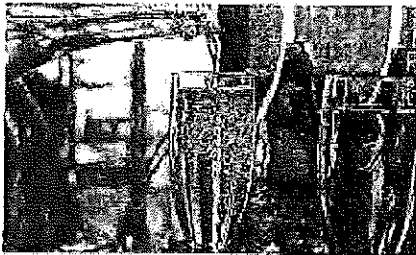
2014-2015
2014-2015
2014-2015

The Grand Lannin Offerings

Five-star menus that can be tailored to individual or corporate needs

Value-add services:

- Day-of planner
- Online client portal
- Room enhancements — including lighting, chairs, and linens
- Ability to host large corporate events



Overview of Catering & Wedding Offerings:

Prices will range from the following:

→ Brunch & Lunch: \$45 - \$100

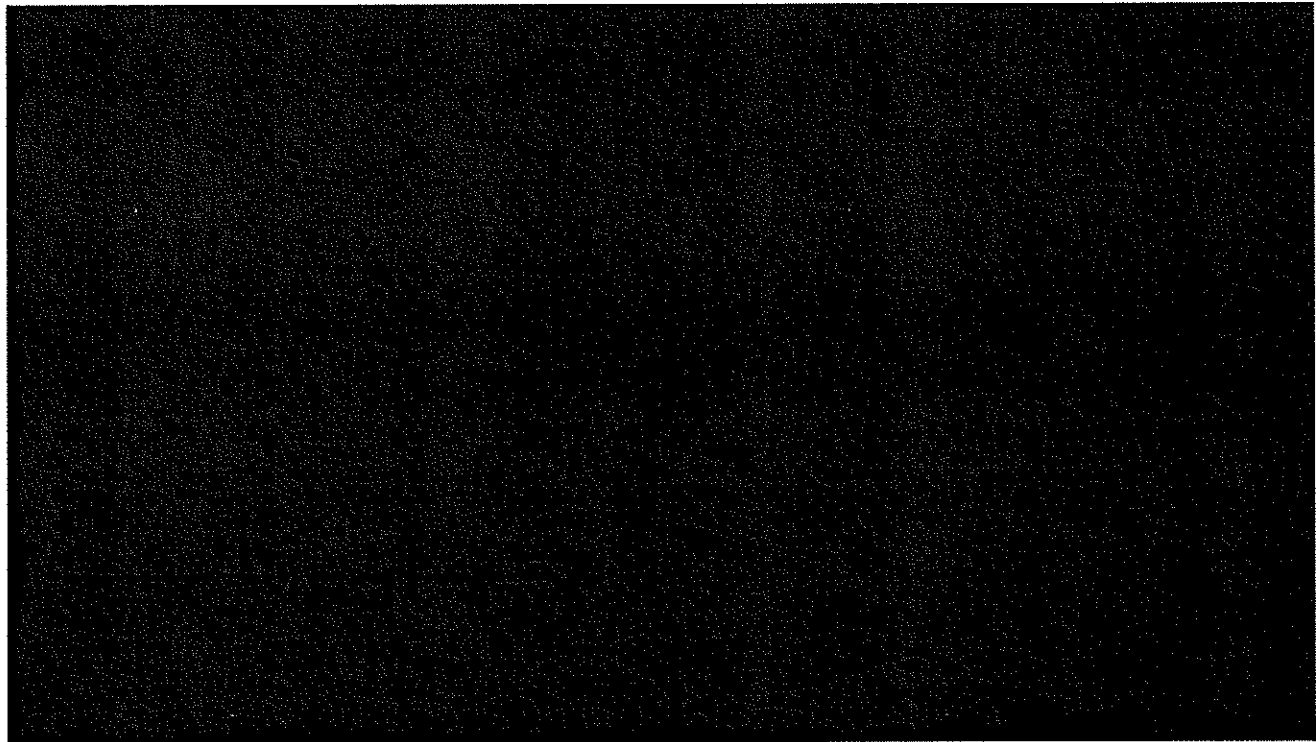
→ Evening Events: \$110 - \$195+

Premium Full-Service Experience includes the following (\$195):

- ① Five (5) Hour Open Premium Bar
- ② Six (6) Butler Passed Hors D'Oeuvres
- ③ Butler Passed Sparkling Wine with Strawberries upon Arrival at Cocktail Hour
- ④ Two Reception Stations
- ⑤ Plated Dinner to include Salad, Intermezzo, Choice of Entrée, Wedding Cake
- ⑥ Bartenders for Cocktail Reception and Dinner
- ⑦ Coat Room Attendant
- ⑧ The Grand Lemm Wedding Specialist to coordinate your planning
- ⑨ Complimentary Luxury Bridal Suite for the wedding day

Financial Projections

The Grand Lamin



STATEMENTS
APPENDIX

The Grand Linn

NEW YORK

NEW YORK

11



Event Sales & Marketing

No conflicts of interest — we want to sell out this space, and only this space!

Complete modernization of sales efforts

- Client Relationship Management (CRM)
- Online Portal for information access & scheduling

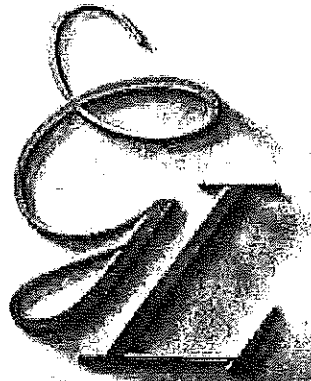
Sales during the transition

- Luxury temporary office located in Eisenhower Park

PR Campaign to re-launch all event spaces

- Host a Wedding Planner Open House
- Host a Bridal Expo
- Hire a dedicated Social Media Manager







The Restaurant

A new modern, American dining experience at Eisenhower Park

Additional revenue from restaurant buy-outs for small to medium sized parties (e.g., bridal / baby showers, holiday parties) and corporate events.

Capital Investment:

- ① Complete renovation of dining room, bar and patio
- ② Modernize the IT Infrastructure for corporate events — Mobile AV units, Cisco video conference kits, event internet access
- ③ Timeline: 12 weeks

Devereux Emmet

- Famed golf architect who designed the red course — home of the 1926 PGA Championship
- Designed more than 150 golf courses worldwide
- His design credo regarding golf architecture — integrate don't dominate

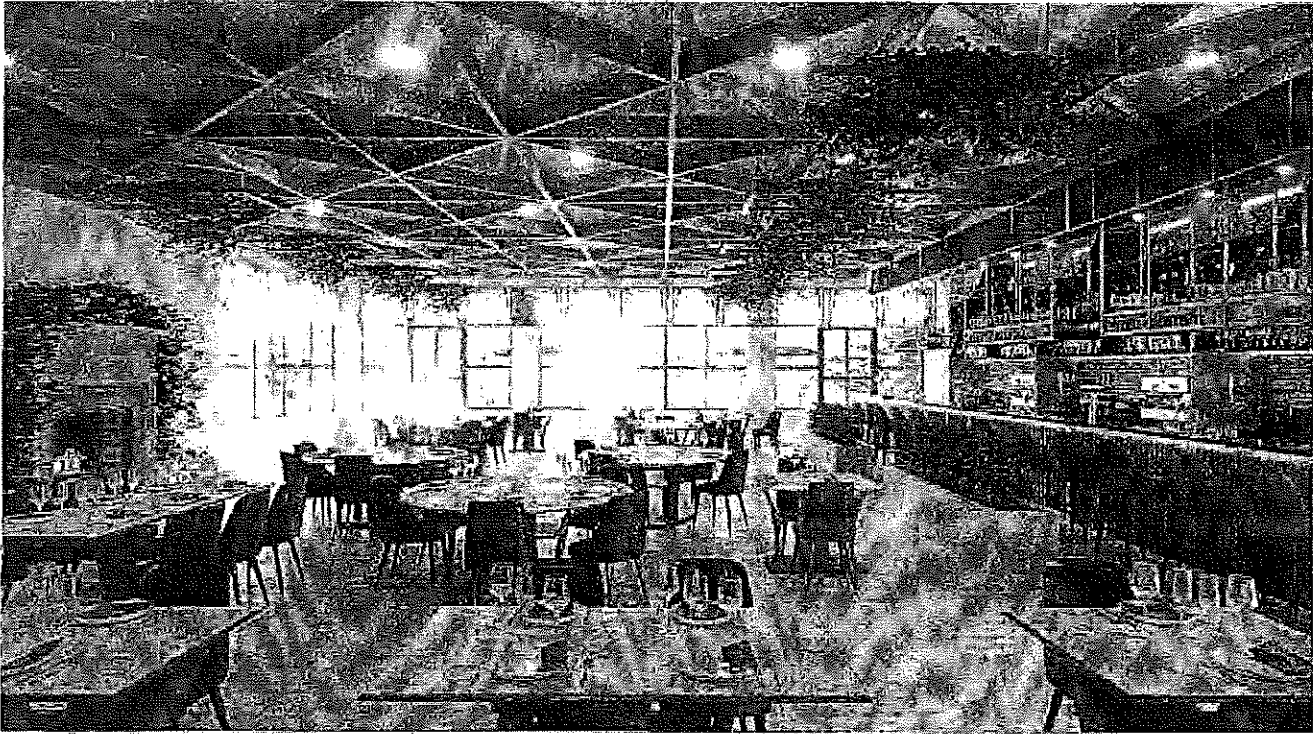




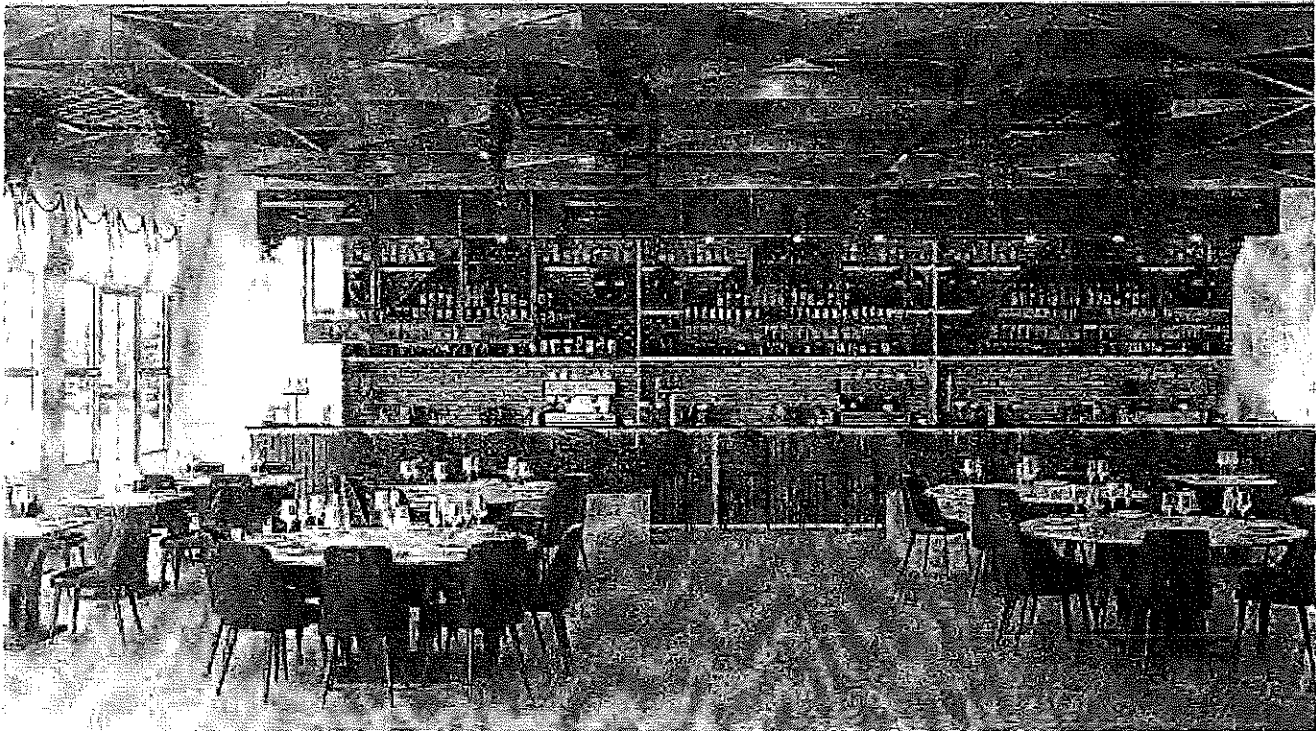
THE DEVEREUX

THE DEVEREUX

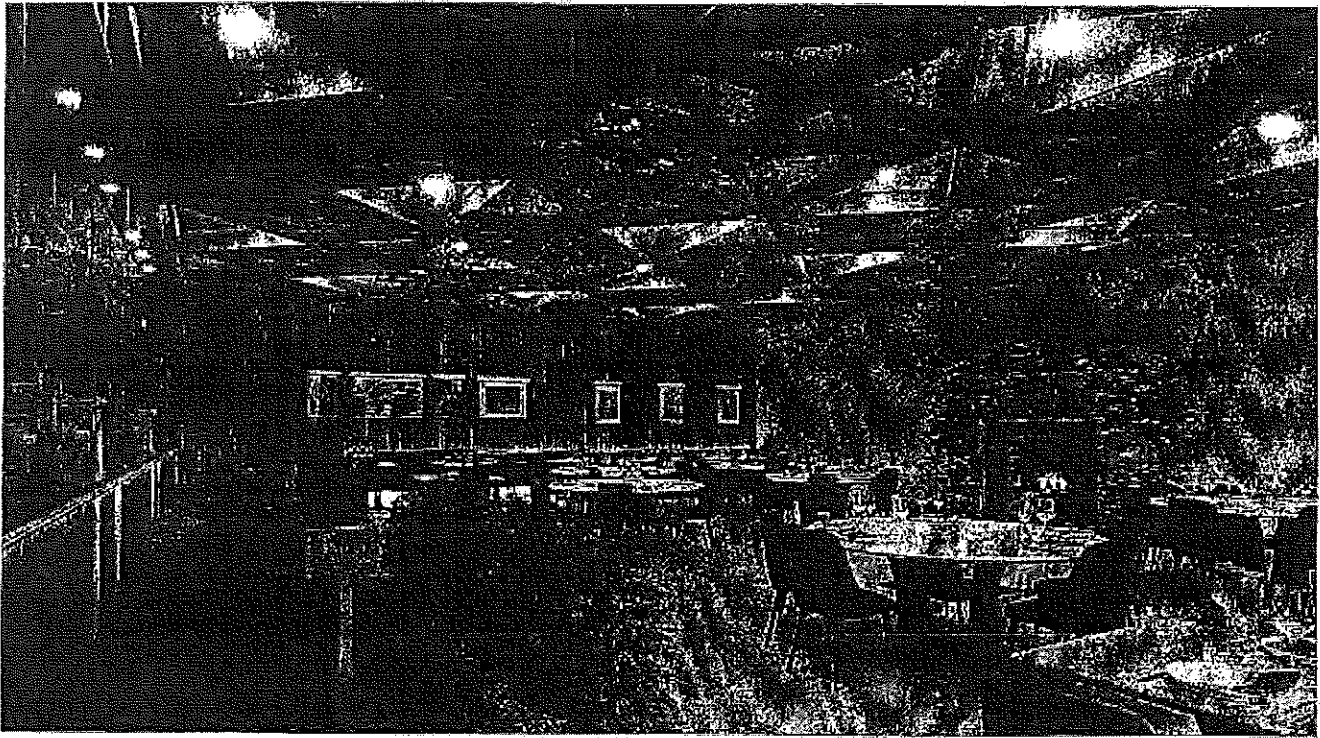




THE DEVEREUX



THE DEVEREUX



THE DEVEREUX

Menu — Breakfast

Beverage

Espresso

Cappuccino or Latte

Macchiato

Tea Selection

Fresh Juice — Orange, Grapefruit, Seasonal

Grab-Go Corner

Avocado Toast with Fried Egg & Jalapeno

Muesli with Buffalo Yogurt, Maple Syrup, Seasonal Berries

Fruit Plates — Seasonal Fruits

Classic Breakfast

Waffles served with Vanilla Whipped Cream

Pancakes served with Seasonal Fruits, Vanilla Whipped Cream

Scramble Eggs served with Bacon, Potatoes and Country Bread

Omelets served with Potatoes and Country Bread

Eggs Benedict served with English Muffin, Hollandaise, Braised Bacon

Lobster Omelet

Skies

Meats — Bacon, Ham, Turkey Sausage, or Smoked Salmon

Seasonal Fruits

House Potatoes

Bread — Country Bread, Whole Wheat, Rye, English Muffin, Bagel

Avocado



Menu — Brunch

Raw Bar

Seafood Tower - Oysters, Lobster, Snow Crab, Nordic Shrimps

Lobster & Crab - Cocktail Sauce, Lemon

Oysters

Guilt-Free Corner

Avocado Toast with Fried Egg & Jalapeno

Muesli with Baggels, Yogurt, Maple Syrup, Seasonal Berries

Fruit Plate - Seasonal Fruits

Classic Breakfast

Waffles served with Vanilla Whipped Cream

Pancakes served with Seasonal Fruits, Vanilla Whipped Cream

Scramble Eggs served with Bacon, Potatoes and Country Bread

Omelets served with Potatoes and Country Bread

Eggs Benedict served with English Muffin, Hollandaise, Braised Bacon

Lobster Omelet

Frittata served with Potatoes, Tomatoes, Onions, Iberian Ham

Salads

Tomato Salad - Heirloom, Basil, Watermelon, Mozzarella

Green Salad

Lean

Wagyu Steak

Lamb Chops

Wagyu Filet Mignon

Marinated Rib-Eye Steak with Pineapple-Soy-Ginger Marinade

Burgers

Wagyu Burger served with Poreini Ketchup and Maple Bacon

Fried Chicken Burger with Spicy Honey and Pickles

Sides

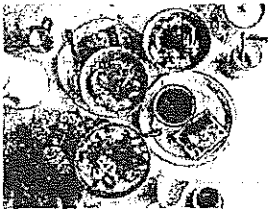
Meats - Bacon, Ham, Turkey Sausage, or Smoked Salmon

Seasonal Fruits

House Potatoes

Bread - Country Bread, Whole Wheat, Rye, English Muffin, Bagel

Avocado



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6
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LOD HOTEL/PALETTE LLC

1000 PINEWOOD DRIVE

11

Menu — Dinner

Starters

Seward Tower — Oysters, Razor Clams, Lobster, Snow Crab, Sashimi, Nordic Shrimps

Chilled Jumbo Shrimp with Cocktail and Remolade Sauces

Oysters

Lobster & Crab

Grilled Octopus

Guacamole served with Warm Tortilla Chips

Rosemary Focaccia with Marinated Olives and Toasted Almonds

Salads

Cesar Salad — Baby Gem Romaine, CROUTONS, Grated Reggiano, Eggless Caesar Dressing

Grilled Chicken Salad — Mixed Greens, Jicama, Honey Lime Vinaigrette, and Peanut Sauce

Cashew Kale and Roasted Chicken Salad — Emerald Kale, Fresh Herbs, Sesame Miso Vinaigrette

Burrata Salad

Tomato Salad — Basil, Watermelon, Mozzarella

Crab Salad — Sunchoke, Avocado, Lime

Sea

Tuna served with Almond Sauce, and a Salad of Mango, Avocado, Cucumber, Sesame Miso Dressing

Salmon served with Broccoli, Smoked Dashi, Shiitake

Swordfish served with Diablo Sauce

Spaghetti Potsticker served with Lobster, Crab, Chili, Liri Butter

Arctic Char with Yuzu, Yogurt, Cucumbers

Garden

Grilled Garden — Chef's Choice of Vegetables

Caramelized Portobello with Parsley, Garlic, and Sour Cream

Roasted Cauliflower

Eggplant

Land

Wagyu Steak

Lamb Chops

Wagyu Filet Mignon

Marinated Rib-Eye Steak with Pineapple-Soy-Ginger Marinade

Burgers

Wagyu Burger served with Ponzu Ketchup and Maple Bacon

Fried Chicken Burger with Spicy Honey and Pickles

Veggie Burger with Sweet Soy Glaze and Mashed Jack

French Dip on a House-Made French Roll served Au Jus

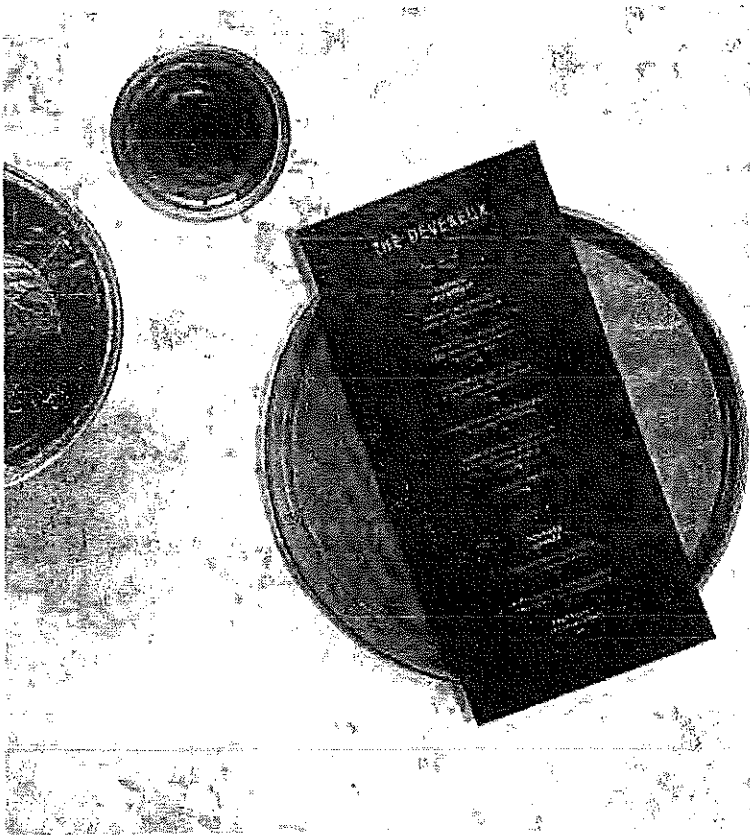


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RESERVE YOUR SEAT

1154-6636 THE BUCK

37



© 1994 EBB NORWALK, LLC

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2

Concessions

Three distinct revenue streams featuring traditional, affordable food and high-end offerings from The Devereux.

01

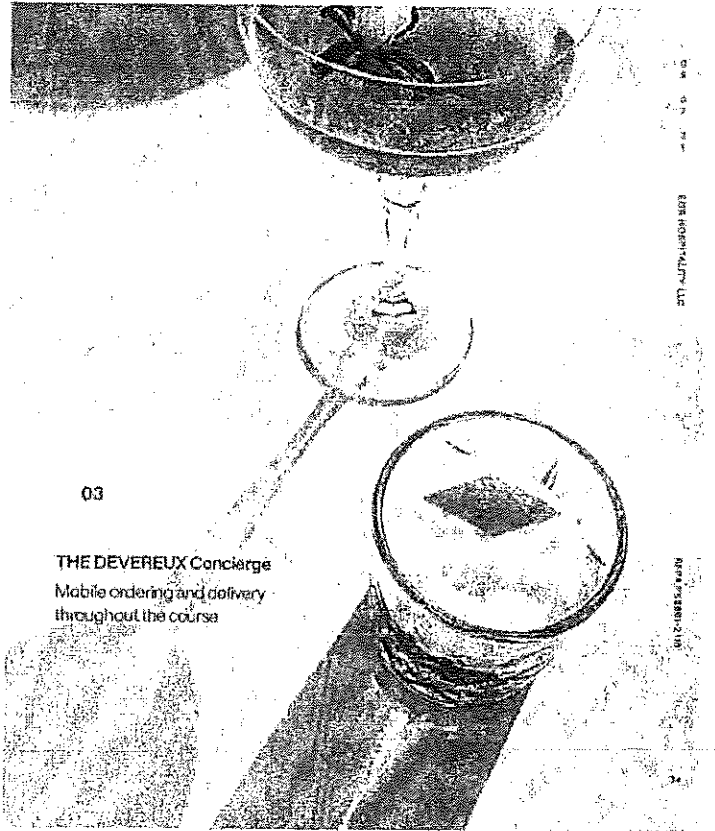
THE DEVEREUX on the Patio
Casual, outdoor dining experience with full bar

02

THE DEVEREUX at the Ninth
Self-service concession on the course

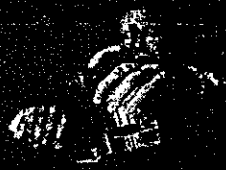
03

THE DEVEREUX Concierge
Mobile ordering and delivery throughout the course



FOR INFORMATION

1-800-211-1111



The Cigar Lounge

ESTABLISHED 1978

NEW YORK

12

Refreshing the cigar lounge at Eisenhower Park

Action Items:

- ① Partnership with a prominent Cigar Room operator
- ② Honor current memberships
- ③ Full food and drink menu

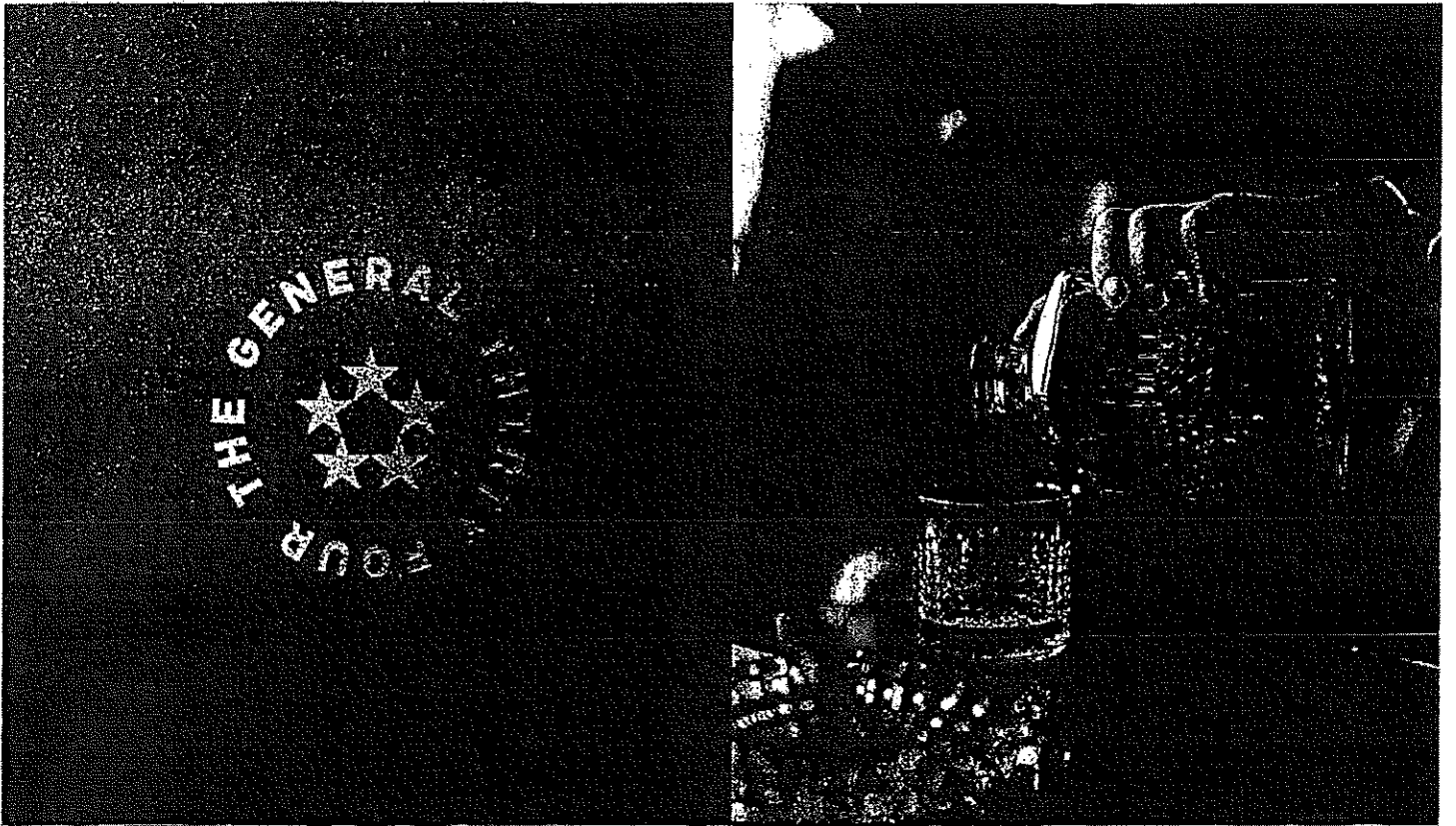


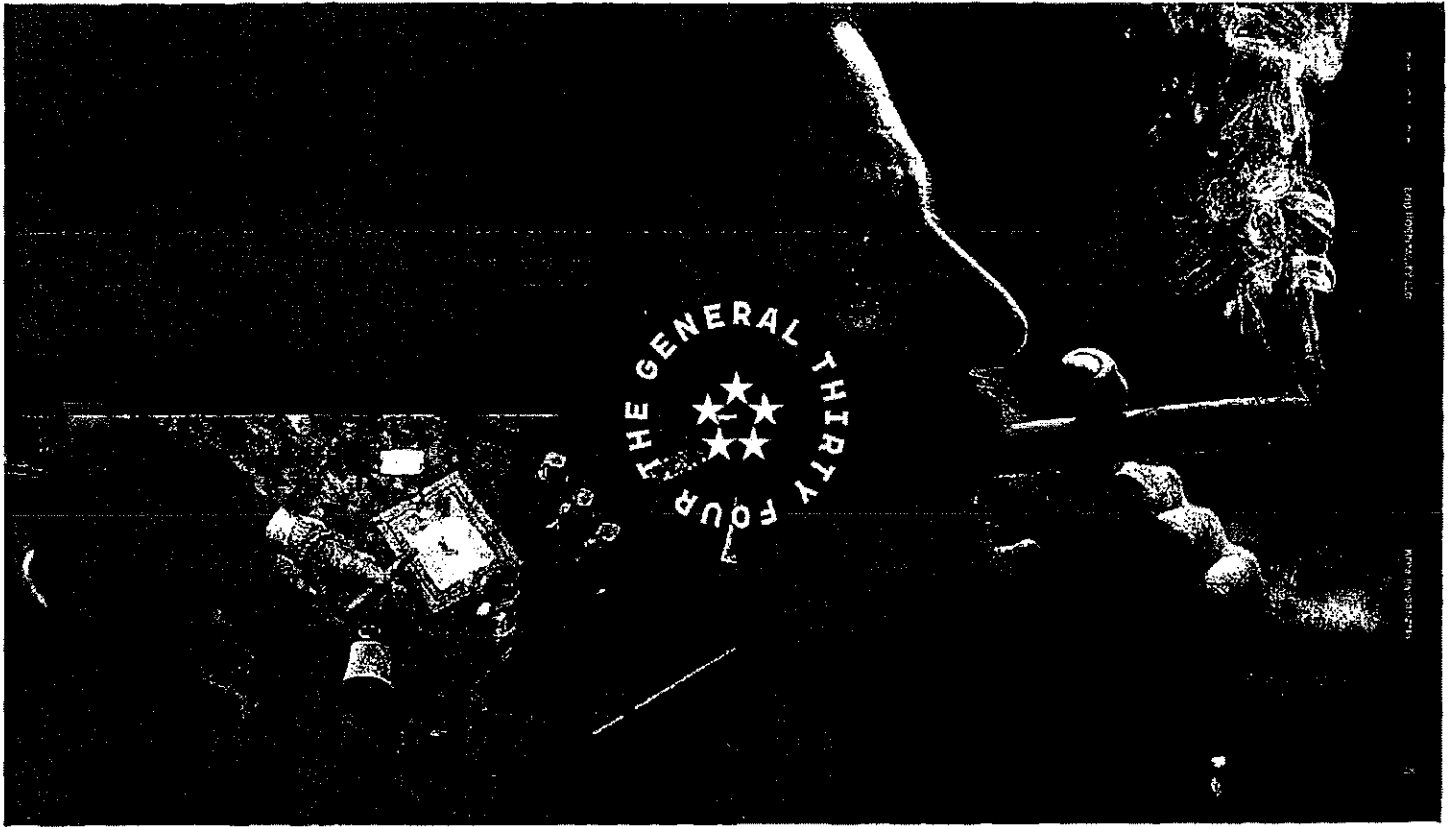
Dwight D. Eisenhower

- 34th President of the United States of America
- One of only five men to hold the rank of five-star general
- In 1969, Salisbury Park was rededicated as Dwight D. Eisenhower Memorial Park

PHOTOGRAPH BY [unreadable]

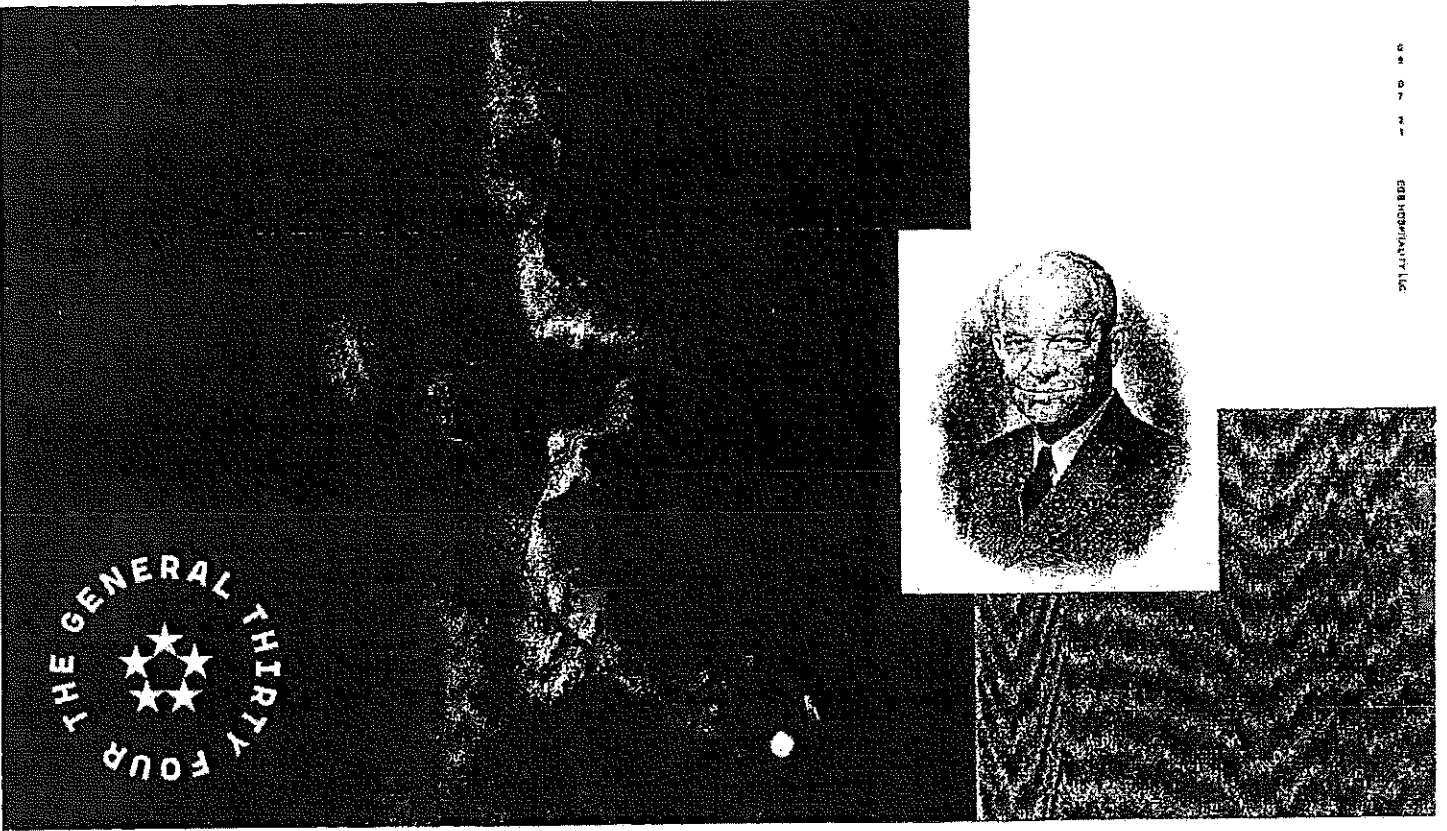
PHOTOGRAPH BY [unreadable]





© 1997 Lockheed Martin

11-7-97



THE GENERAL THIRTY FOUR

THE GENERAL
LIBRARY
FOUR

STATISTICAL

DEPARTMENT

11

How We Do Business



Complete
transparency
of all operations →

- ① Cloud-based POS integration into all operations
- ② Dedicated, independent book-keeping services
- ③ Modern end-to-end payroll services
- ④ Cash Recyclers
- ⑤ Owner on premises and accessible at all times
- ⑥ Full-time, Senior Management dedicated to the premises

STAYING AHEAD

STAYING AHEAD

Additional Value-Add



Capital Investment

Prepared to make significant capital investment in kitchen operations and mechanical infrastructure of the building



Philanthropy

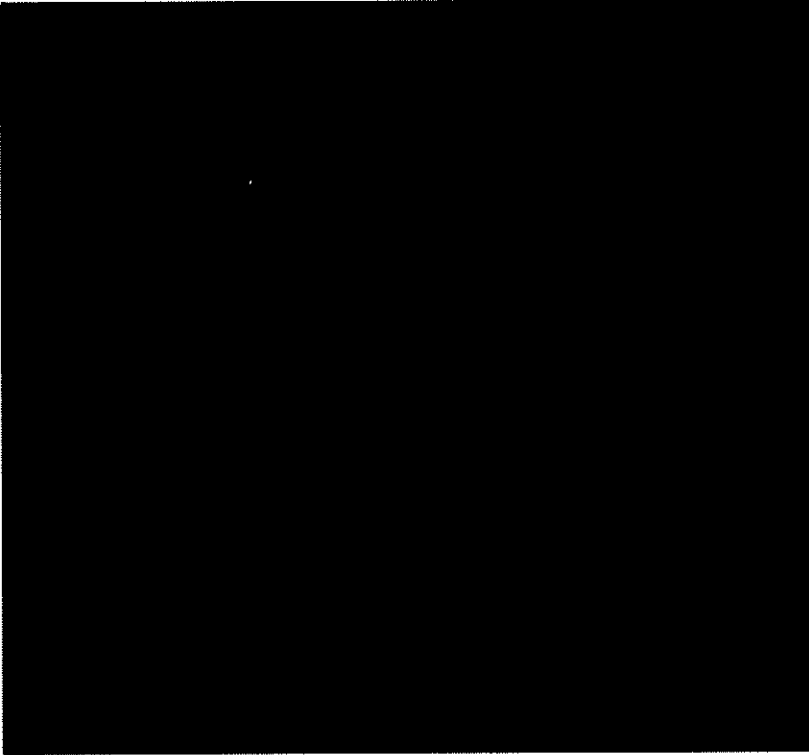
Although we are not requesting a fee discount, we will offer reduced fees for government and nonprofit organizations



Sustainability

Commitment to sustainability throughout the premises

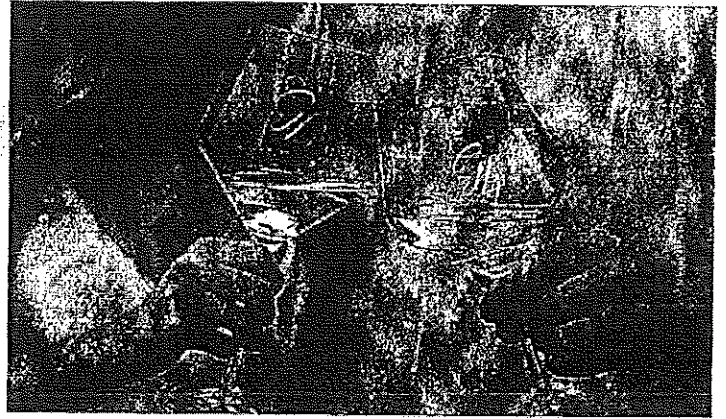
Summary of Fee Structure



*** SUBMITTED ***

*** RECEIVED ***

Conclusion



Best-in-Class



Modern approach to all business operations



Commitment to luxury and elevating all offerings



Beautification of all indoor and outdoor spaces



Conflict-free ownership with the goal of maximizing all sources of revenue

1899
Hempstead Tpke
East Meadow
NY 11554

The Grand Linnin

THE DEVEREUX



35-21-10000-100

111-0000-100

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EXHIBIT B
DPW GUIDELINES/ FACILITY REQUIREMENTS

1. Licensee shall construct and operate the facility and build out any approved capital improvements at their own cost and in compliance with all applicable laws, rules, codes, and regulations. All areas are to provide handicapped access in compliance with any local, state, or federal laws for people with disabilities if applicable. Licensee shall procure all vendors and shall be responsible for all costs to bring the facility to full operational status. These costs will include, but not be limited to, design, construction, permits, etc. All plans and specifications for all new construction and renovation must be submitted to the Commissioner of the Department of Parks, Recreation and Museums, and the Commissioner of the Department of Public Works, or their designees for formal approval prior to the commencement of any work. Three (3) sets of all construction documents are to be submitted for review and approval. The Licensee will pay the County a design review fee equal to 0.5% of the project value upon approval of the construction documents. Said fee shall be payable within thirty (30) days of acceptance of the bid and prior to commencement of construction. Licensee shall secure the site during the construction phase. The following Guidelines apply for any Capital Improvement executed pursuant to the terms of any Agreement between the County and the Licensee. The Licensee must have the work designed by a New York State licensed Engineer or Architect and constructed in accordance with all applicable codes including, but not limited to, the following codes and standards, unless more stringent requirements are appropriate:

A. New York State Uniform Fire Prevention & Building Code

B. New York State Energy Conservation Construction Code

C. New York State Sanitary Code

D. National Electric Code

E. Occupational Safety and Health Administration Code

F. State Laws, Local Ordinances, and Utility Company Regulations

G. New York State Industrial Code

H. Nassau County D.P.W. Standard Specs. For Construction of Highways

I. Nassau County D.P.W. Standard Specs. for Construction of Sanitary Sewers

J. Americans With Disabilities Act

2. If the Licensee proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the Metal Building Manufacturers Assoc. (MBMA); and the producer/manufacturer of the building shall be a member of the MBMA.

3. The license documents shall be signed and sealed by the Architect/Engineer of record.
4. The Licensee or its Architect/Engineer shall obtain all applicable approvals, permits, and certificates required by all regulatory and permitting agencies having jurisdiction, including village, town, county, state, and federal agencies, including but not limited to the N.Y.S.D.E.C.
5. The Architect/Engineer of record shall certify in writing to the County and all other public agencies having jurisdiction that the facility was constructed in accordance with the license documents and all applicable codes and standards.
6. Record "as-built" drawings sealed and certified by the Architect/Engineer of record shall be submitted to the County if the improvement is a permanent improvement to a County facility.
7. The Licensee will be responsible for the cost of all equipment for operation of the License. Said cost shall include repair and /or replacement.
8. Any proposed Capital Improvement project that involves electrical or HVAC equipment must use equipment that qualifies for the Long Island Power Authority (LIPA) Clean Energy Initiative program.

EXHIBIT C
POLICIES AND STANDARDS FOR MARKETING AND ADVERTISING

I. PURPOSE

A. Objectives. Through this policy, Nassau County (the "County") intends to establish definite, objective, uniform, and enforceable standards for advertising and marketing on County-owned properties, assets, and events ("Advertising"). In setting such standards, the County seeks to fulfill certain goals and objectives, including but not limited to:

- (a) maintaining the safe and orderly operation of Departments facilities;
- (b) maximization of revenue generated by Advertising;
- (c) maintaining a safe and welcoming environment for County residents and visitors, including minors;
- (d) avoiding the identification of the County with advertisements or the viewpoints of the advertisers;
- (e) maintaining an image of neutrality on political matters and other noncommercial issues that are the subject of public debate and concern; and

B. Nonpublic Forum. By allowing limited types of Advertising, the County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. Advertising is intended only to generate revenue for the County. The County intends that Departments assets and events constitute nonpublic forums that are subject to the restrictions set forth in Section II.

C. Reservation of Rights. The County reserves the right, from time to time, to waive, suspend, modify, or revoke the application of any or all of these policies and standards as it deems necessary to comply with legal mandates and to fulfill the goals and objectives referred to herein. All of the provisions of these policies and standards shall be deemed severable.

D. Disclaimer. The County reserves the right, in all circumstances, to require that an advertisement include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, the County.

E. Applicability. These policies and standards shall apply to all property governed by the Departments pursuant to this Agreement.

II. ADVERTISING STANDARDS

A. Commercial Advertisements Only. Except for Advertising defined in Section II.C or Section II.D., only advertisements promoting primarily the sale of commercial goods

or services are permitted.

B. Prohibited Advertising. Advertisements shall not be accepted, displayed, or maintained on Departments assets or events if the advertisements fall within one or more of the following categories:

- 1) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual, group, or entity. An advertisement will be deemed to contain such material where a reasonably prudent person using prevailing community standards would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual, group, or entity.
- 2) Tobacco. The advertisement's purpose or effect is to identify a brand of a tobacco product (any substance which contains tobacco, including, but not limited to, cigarettes, cigars, pipe tobacco and chewing tobacco), a trademark of a tobacco product or a trade name associated exclusively with a tobacco product, or to promote the use or sale of a tobacco product.
- 3) Profanity. The advertisement contains profane, vulgar, or scatological language.
- 4) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual; or (b) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement; or (c) contain images or depictions of illegal firearms or other illegal weapons, or the unlawful use of firearms or other weapons.
- 5) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
- 6) Unlawful goods or services. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
- 7) Unlawful conduct. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
- 8) Obscenity. The advertisement contains obscene material. For purposes of these policies and standards, the term "obscene" shall have the meaning contained in New York Penal Law Section 235.00, as such provision may be amended, modified, or supplemented from time to time.
- 9) Indecent Material. The advertisement contains material which, if sold or loaned to a minor for monetary consideration with knowledge of its character and content

would give rise to a violation of New York Penal Law Section 235.21, as such provision may be amended, modified, or supplemented from time to time.

- 10) Offensive Sexual Material. The advertisement contains material which constitutes public display of offensive sexual material in violation of New York Penal Law Section 245.11, as such provision may be amended, modified, or supplemented from time to time.

- 11) Patently Offensive Material. The advertisement contains material that would be deemed patently offensive by a reasonably prudent person of average sensitivity in the community.
- 12) Political or "Issues" Advertising. The advertisement (1) refers to a specific ballot question, initiative petition, or referendum; (2) refers to any candidate for public office; or (3) promotes, opposes, or otherwise directly relates to issues of public debate on economic, political, or social issues.
- 13) Endorsement. The advertisement contains any material that implies or declares an endorsement by the County of any service, product, or point of view, without prior written authorization of the County.
- 14) False, misleading, or deceptive material. The advertisement contains any material which is false, misleading, or deceptive.
- 15) Libelous speech, copyright infringement, etc. The advertisement contains any material which is libelous or an infringement of any copyright, trade or service mark, title, or slogan, or is otherwise unlawful or illegal or likely to subject the County to litigation.
- 16) Right of Privacy. The advertisement contains any material which violates New York Civil Rights Law Section 50, as such provision may be amended, modified, or supplemented from time to time.
- 17) "Adult"-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans, or other materials which are identifiable with, films rated "X" or "NC-17," adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services, or other similar places, things, or services.
- 18) Distractions and Interference. The advertisement (i) displays the words "Stop," "Drive In," "Danger," or any other word, phrase, symbol, or character that, as determined by the County, may interfere with, mislead, direct, or distract vehicular traffic and/or (ii) comprises rotating, revolving, or flashing light devices or any moving parts.
- 19) Advertisements Adverse to the County. The advertisement is (i) directly adverse to the commercial or administrative interests of the County; or (ii) harmful to the morale of County employees.
- 20) Alcohol Advertising. The advertisement promotes the sale of wine, liquor, beer, or distilled spirits or other alcoholic beverages; provided, however, that such

advertisement may be accepted, displayed, or maintained if it would not otherwise qualify under one of the above categories, does not promote the abuse alcoholic products and does not use lewd or salacious content. In addition, such advertising must be removed in the event that a municipality in which the advertising is located requests that such advertising be removed. In such event, the County shall endeavor to work with the Franchisee to locate another suitable location for such advertising. However, the Franchisee shall not be entitled to a reduction in any of its payment obligations to the County in the event another suitable location cannot be found.

C. County Operations. Nothing in this policy shall limit the County's right to display on Department's assets and events any advertisements and notices that pertain to County operations or initiatives.

D. Existing Laws. All advertisements must comply with all applicable federal, state, and local laws, rules, and regulations.

III. REVIEW OF ADVERTISING DECISIONS

A. Initial Reviews. The Operator will review each advertisement to determine whether the advertisement is in conformity with the policies and standards set forth in Section II. If Operator determines that an advertisement is not or may not be in conformity with such standards:

a) The Operator shall promptly notify designated County staff of its determination and the reasons for its determination. Upon receipt of such notification, the County shall advise the Operator whether the County concurs with the contractor's determination concerning the advertisement.

b) In the event that the County concurs in the determination of the Operator, the Operator may, in consultation with designated County staff, discuss with the advertiser one or more revisions to the advertisement, in order to bring the advertisement into conformity with the policies and standards set forth in Section II. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these policies and standards.

(a) In the event that the Operator and the advertiser do not reach agreement with regard to a revision of the advertisement, or in the event that the Operator and the County determine that no appropriate revision could bring the advertisement into conformity with the policies and standards set forth in Section II, the Operator shall promptly provide the advertiser with a copy of these Policies and Standards and written notice of the determination, the reason(s) for the determination, and the advertiser's right to a review before the County's Designated Advertising Review Committee. The Operator shall provide such committee with a copy of the written notice to the advertiser and the advertisement at issue.

B. Appeals to Advertising Review Committee. An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Advertising Review Committee within ten (10) business days after receipt of the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of the County's Advertising policies and standards. The Advertising Review Committee at a minimum shall consist of supervisory personnel from the Planning Department and the County Attorney's Office. The Advertising Review Committee shall review the basis for the rejected or removed advertisement and shall consider the advertiser's reasons for filing the request. The Advertising Review Committee shall make a decision on the request and shall notify the advertiser of its decision in writing within fifteen (15) business days after receiving the advertiser's request.

Appendix B

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix B are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State, and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of

the Department of Public Works when made. A copy of the utilization plans any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractors' Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix B, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix B or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines, or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines, or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt.

requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix B the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix B.

As used in this Appendix B the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes, or other securities.

As used in this Appendix B the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix B the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix B "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix B the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix B the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix B, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix C

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Elias Trahanas (Name)
329 Sunrise Hwy, Rockville Centre, NY, 11576 (Address)
(516) 376-8006 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has ~~Not~~ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has NOT ~~has not~~ been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct, and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3/10/2022
Dated


Signature of Chief Executive Officer

Elias Trahanas
Name of Chief Executive Officer

Sworn to before me this

10 day of March, 2022


Notary Public

LAURIE ANN WAGONFELD
Notary Public, State of New York
Reg. No. 01WA6396360
Qualified in Nassau County
My Commission Expires August 19, 2023



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: EGB Hospitality LLC

2. Amount requiring NIFA approval: \$0

Amount to be encumbered: \$0

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 10/1/22 ends on the earlier of 15 mos. after the license is signed by the parties or upon completion of work

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN) X Grant Fund (GRT)

Capital Improvement Fund (CAP) Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Licensee will develop, facilitate, improve, and enhance the public use and enjoyment of the Premises known as the "Caltun" to provide long-term operation and maintenance of the Premises. The County hereby grants to Licensee throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of this Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lannin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," (the "Golf Course Concessions")

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

03/24/2022

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: EGB Hospitality LLC

CONTRACTOR ADDRESS: 44 Old Ox Road, Manhasset, NY 11030

FEDERAL TAX ID #: ~~91-1111111~~

Instructions: Please check the appropriate box ("") after one of the following roman numerals, and provide all the requested information.

I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on June 18, 2021. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday on June 18, 2021, via email to interested parties and by publication on the County procurement website. Three hundred eighty-one (381) of potential proposers received notice of the RFP. Sixteen (16) viewed the documents, Nine (9) of potential proposers opened the documents and requested a copy of the RFP on the Nassau County website. Thirty (30) Potential Proposers were sent a link to access the RFP on the Nassau County website via email. Proposals were due on August 13, 2021. A total of Two (2) proposals were received and evaluated. The evaluation committee consisted of Two (2) employees of the Department of Parks, Recreation & Museums; Tim Messner, Dave Graziosi and Victoria Kaso Secretary to the Commissioner for Parks (non-voting Chair) - One (1) employee of the Department of Public Works; Joe Cuomo and Mary Studdert - Asst to the commissioner for DPW (non-voting technical advisor) - Department of Purchasing and Contracts; Parveen Arjune - Asst. Dep. Chief of Procurement (non-voting technical advisor) The proposals were scored and ranked. As a result of the scoring and ranking, the One (1) highest-ranking proposer was selected. EGB Hospitality LLC was the awarded Proposer.

III. This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

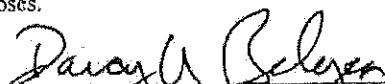
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Darcy A. Kelyea - Commissioner

3/16/22
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee?

Elias Trahanas donated \$250 to Friends of Madeline Singas in February 2019.
Elias Trahanas donated \$500 to Kaminsky For New York in October 2020.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Elias Trahanas [ELIASTRAHANAS@GMAIL.COM]

Dated: 03/14/2022 01:22:39 PM

Vendor: EGB Hospitality

Title: Member



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Park Strategies, LLC; 101 Park Avenue, Suite 2506; New York, NY; 10178; (212) 883-5608

Alfonse D'Amato, Armand D'Amato, Christopher D'Amato, Jeffery Lovell, William McGahay, Ryan Moses, Joseph Rossi

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

New York State - NYS Joint Commission on Public Ethics
New York City - Clerk of NY, Lobbying Bureau
US Senate
US House of Representatives
Nassau County
Suffolk County

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

See attached

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

See attached

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

See attached

NASSAU COUNTY CLIENT & ACTIVITY LIST 2021 - AMENDMENT 12/08/2021

- (a) Address and telephone numbers of clients
- (b) Lobbying activity conducted, or to be conducted, in Nassau County

(1) Microsoft

- a. 901 K Street NW, Washington D.C., 20001, (212) 263-5900
- b. Facilitate meetings with County representatives and County legislators to discuss software and information technology services and solutions

(2) Nassau Health Care Corporation

- a. 2201 Hempstead Turnpike, East Meadow, NY 11445, (516) 572-2800
- b. Facilitate meetings with County representatives and County legislators to discuss provisions of healthcare services, funding for healthcare services, and real estate development.

(3) Nassau Regional Off-Track Betting Corporation

- a. 139 Liberty Avenue, Mineola, NY 11501, (516) 572-2800
- b. Facilitate meetings with County representatives and County legislators to discuss racing, wagering and operation of VLT's at OTB parlors.

(4) South Nassau Communities Hospital

- a. One Healthy Way Oceanside, NY 11572 (516) 632-3093
- b. Facilitate meetings with County representatives related to provisions of hospital based health care services, health care facilities and technologies, public funding of health care services, Medicaid and Medicaid related funding issues.

(5) Benchmark Senior Living

- a. 201 Jones Road, Suite 300 West, Waltham, MA 02451, (781) 489-7114
- b. Obtain local government approvals to construct and operate assisted living facilities.

(6) Nassau HUB Master

- a. 625 RXR Plaza, Uniondale, NY 11556 (516) 506-6777
- b. Advocacy in front of the Office of the County Executive and County Legislature in support of the Nassau HUB redevelopment initiative.

(7) Nextera Energy Resources, LLC

- a. 700 Universe Boulevard, Juno Beach, FL 33418, (561) 304-6751
- b. Support for energy storage projects.

NASSAU COUNTY CLIENT & ACTIVITY LIST 2021 - AMENDMENT 12/08/2021

(8) MV Transportation, Inc.

- a. 2711 N. Haskell Ave., Suite 1500, LB-2, Dallas, TX 75204
- b. Legislation impacting provision of transportation services.

(9) Pat's Farms Garden Center, Inc.

- a. 1142 Merrick Avenue, North Merrick, NY 11566, (516) 481-5525
- b. Zoning and permitting for new property.

(10) EGB Hospitality, LLC

- a. 329 Sunrise Highway, Rockville Centre, NY 11570, (516) 376-8006
- b. Permits associated with operation of catering facility

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Within the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

Nassau County: Executive, Comptroller, Attorney, Legislature, Department of Public Works, Health Department, University Medical Center/Health Care Corp., Office of Shared Services, Department of Information Technology, Interim Finance Authority, Probation Department

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 12/08/2021

Signed:



Print Name:

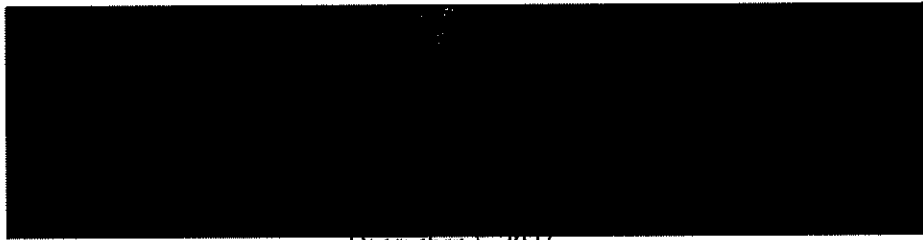
Christopher D'Amato

Title:

EVP & General Counsel

The term **lobbying** shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "**lobbying**" or "**lobbying activities**" **does not include**: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



December 1, 2021

VIA ELECTRONIC MAIL

Elias Trahanas
Member
EGB Hospitality LLC



Government Relations Services Agreement

Dear Mr. Trahanas:



101 PARK AVENUE • SUITE 2506 • NEW YORK, NY 10178 • TEL (212) 883-5608 • FAX (212) 883-5643
WWW.PARKSTRATEGIES.COM



PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Dennis Moshopoulos
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 44 Old Ox Road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: [REDACTED]

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/07/2020</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

15%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES NO If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I, Dennis Moshopoulos, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dennis Moshopoulos, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Dennis Moshopoulos [REDACTED]@GMAIL.COM]

Member

Title

03/14/2022 02:06:12 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Jerry Pagoulatos
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 44 old ox road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: [REDACTED]

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/07/2020</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO If Yes, provide details.
20%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES NO If Yes, provide details.
Snack House Inc. 30%. Operates Sunrise Diner, Wantagh New York.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES NO If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever

initiated?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I, Jerry Pagoulatos , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jerry Pagoulatos , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Jerry Pagoulatos [REDACTED]@GMAIL.COM]

Member

Title

03/14/2022 02:04:09 PM

Date

EGB Hospitality

Page 1/3

To:
Nassau County Department of Parks, Recreation & Museums
1899 Hempstead Turnpike
East Meadow, NY 11554
Attn: Tory Kaso, Evaluation Committee

September 20, 2021

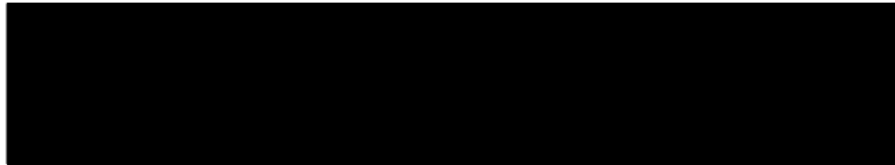
Subject:
Supplemental Information on EGB Hospitality for PK0601-2115
Operation of Restaurant & Catering Facility at Eisenhower Park

Dear Evaluation Committee,

We again thank the members of the committee for their continued review as we remain very excited to bring our vision to Eisenhower Park. The below is intended to further supplement and provide additional transparency into EGB Hospitality and its managing members.

Ownership

The ownership of EGB Hospitality, LLC is equally divided between two (2) families. Bobby Trahanas and Elias Trahanas (collectively the "Trahanas Family") control fifty percent (50%) of EGB Hospitality. The remainder of EGB Hospitality is controlled by Dennis Moshopoulos, Nick Moshopoulos, and Jerry Pagoulatos (collectively the "Moshopoulos Family"). The detailed breakdown of individual ownership is as follows:



¹ Elias and Bobby Trahanas are brothers.

² Dennis and Nick Moshopoulos are brothers. Jerry Pagoulatos is brother-in-law to Dennis and Nick Moshopoulos.

EGB Hospitality
44 Old Ox Road
Manhasset, NY 11030

(516) 376-8006
Elias@trahanasllc.com

The Grand Lannin

THE DEVEREUX

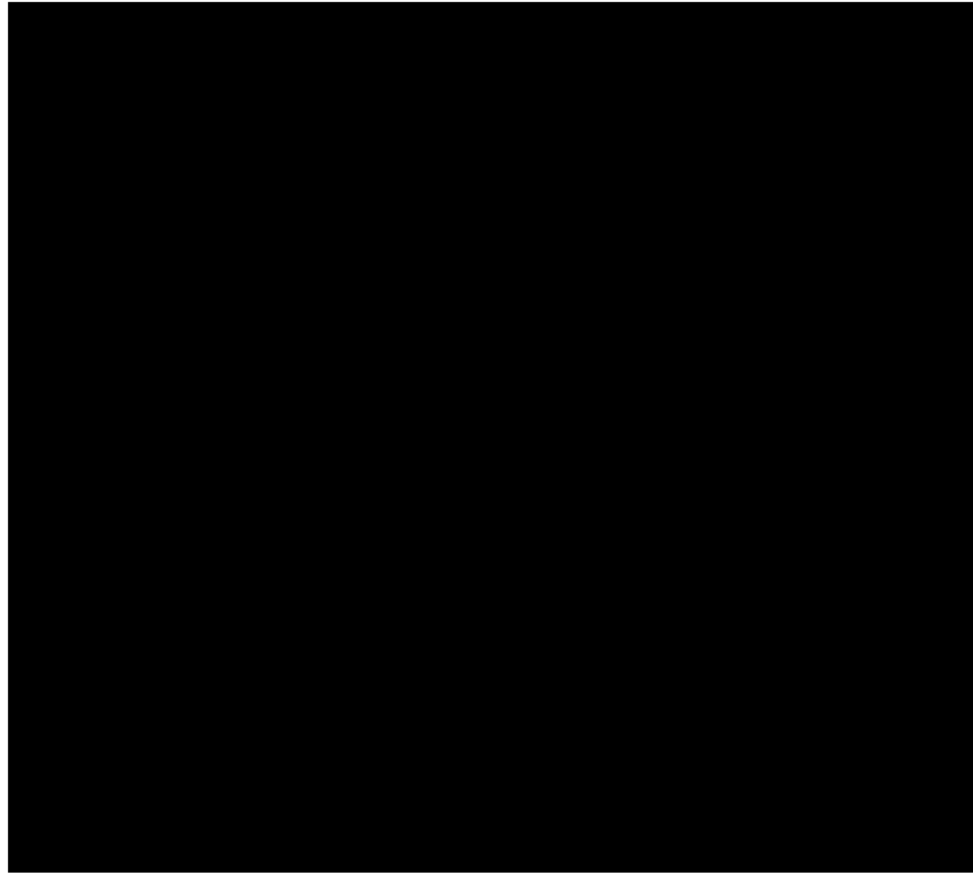


EGB Hospitality

Page 2/3

Departmental Oversight

The members of EGB Hospitality will operate as a cohesive team in which no single member is the only point of contact. Below is a list of operational areas and the members of our team who will be focused on that specific area. We have also noted a single individual as a "Primary" contact for each operational area:



Strategic Hires

EGB Hospitality recognizes the importance of hiring seasoned industry professionals who will be dedicated to the daily operations in which they are experts. Below is a list of key strategic hires:

- Executive Chef
- General Manager / Banquet Hall Manager
- Event & Sales Manager
- Marketing and Social Media Manager

EGB Hospitality
44 Old Ox Road
Manhasset, NY 11030

(516) 376-8006
Elias@trahanasllc.com

The Grand Linnin

THE DEVEREUX



EGB Hospitality

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Transition Planning

Elias Trahanas and Bobby Trahanas will be the primary contacts for all operations during the period in which EGB Hospitality has been awarded the contract but has not yet commenced operations. We have proposed a conservative timeline, but fully anticipate beating all deadlines and timetables ahead of schedule. The below is a series of items that will be actioned upon immediately:

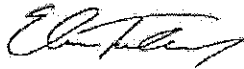
- Contract Review and Execution with Nassau County Parks
- Establishment of a fully operational, luxury mobile sales office
- Launch of Marketing and Sales Efforts
- Finalization of Architectural Plans
- Securing Building Department permits for renovations, as required
- License Renewals (e.g., Cigar Operations, Liquor, Certificate of Occupancy, Board of Health)
- Procurement of catering equipment, kitchen hardware, event hardware, HVAC & refrigeration equipment for all operations
- Employment of Strategic Hires noted above

Financial Resources

The members of EGB Hospitality are not relying on any financing and are committed to making all investments from the cash holdings of its managing members. EGB Hospitality has access to over \$4mm in cash as of the date of this letter. We have no reservations on the significant capital investment that will be necessary to enact our vision. As we have experienced at both Jones Beach and Robert Moses, we understand that we may encounter many unexpected expenses that will need to be addressed, but we are fully willing and able to invest what is necessary to make The Grand Lannin, The Devereux and The General Thirty Four the pride of Nassau County Parks facilities.

Thank you again for your time and consideration. Should the committee or any members of Nassau County Parks have any other questions or require any additional information, please do not hesitate to ask.

Sincerely,



Elias Trahanas

EGB Hospitality
44 Old Ox Road
Manhasset, NY 11030

(516) 376-8006
Elias@trahanasllc.com

The Grand Lannin

THE DEVEREUX



Position Member

First Name Bobby
 Last Name Trahanas
 MI _____ Suffix _____
 Address [REDACTED]
 City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
 Country US
 Position Member

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
 If none, explain.

Harilaos Trahanas - [REDACTED]
 Elias Trahanas - [REDACTED]
 Gerasimos Pagoulatos - [REDACTED]
 Nick Moshopoulos - [REDACTED]
 Dennis Moshopoulos - [REDACTED]

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
 YES NO

(a) Name, title, business address and telephone number of lobbyist(s):
Armand D'Amato, PARTNER & MANAGING DIRECTOR
50 Charles Lindbergh Boulevard, Suite 601
Uniondale, NY 11553
(516) 794-9730

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
General project advocacy - post award.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: EGB Hospitality LLC

Address: 44 Old Ox Road

City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Ltd. Liability Co (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name ELIAS
Last Name TRAHANAS
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position MEMBER

First Name Dennis
Last Name Moshopoulos
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Member

First Name Jerry
Last Name Pagoulatos
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Member

First Name Nick
Last Name Moshopoulos
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US

Position Member

First Name Bobby
 Last Name Trahanas
 MI _____ Suffix _____
 Address ██████████
 City ██████████ State/Province/Territory: NY Zip/Postal Code: ██████████
 Country US
 Position Member

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Harilaos Trahanas - ██████████
 Elias Trahanas - ██████████
 Gerasimos Pagoulatos - ██████████
 Nick Moshopoulos - ██████████
 Dennis Moshopoulos - ██████████

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES NO

(a) Name, title, business address and telephone number of lobbyist(s):

Armand D'Amato, PARTNER & MANAGING DIRECTOR
 50 Charles Lindbergh Boulevard, Suite 601
 Uniondale, NY 11553
 (516) 794-9730

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities
General project advocacy - post award.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Registered lobbyist with Nassau County

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Elias Trahanas [REDACTED]@GMAIL.COM]

Dated: 04/21/2022 01:01:28 PM

Title: Member

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NGL Group LLC 112 Merrick Road Lynbrook, NY 11563 Jeffrey H. Greenfield	516-599-1100	CONTACT NAME: NGL GROUP, LLC PHONE (A/C, No, Ext): 516-599-1100		FAX (A/C, No): 516-599-2968
	E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: US Liability Insurance Co.		25895
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Renewal of <input checked="" type="checkbox"/> Liq. Liab 1000000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		CPP3566569 CPP3566589	03/16/2021 03/16/2022	03/16/2022 03/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			R/N OF CPP3566569	03/16/2022	03/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPP3566569	03/16/2022	03/16/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re:Carlton on the Park, 1899 Hempstead Tpke., East Meadow, NY 11554.
 Additional insured as respects General Liability where there is a written contract:Nassau County Department of Parks, Recreation & Museums, 1899 Hempstead Tpke.,East Meadow, NY 11554.

CERTIFICATE HOLDER Nassau County Department of Parks, Recreation & Museums 1899 Hempstead Tpke, East Meadow, NY 11554	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

EGB Hospitality would require an attestation and disclosure form at the time of employment and annually to disclose any potential conflicts of interests by employees and persons related to or living with the employee or EGB Hospitality officers.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/07/2020

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Elias Trahanas, CEO - 4 Maple Drive, Great Neck, NY 11030
Bobby Trahanas, Member - 4 Maple Drive, Great Neck, NY 11030
Jerry Pagoulatos, Member - 8 [REDACTED]
Dennis Moshopoulos, Member - [REDACTED]
Nick Moshopoulos, Member - [REDACTED]

No individuals with a financial interest in the company have been attached.

1 File(s) Uploaded: EGB Hospitality - Supplemental Information - PK0601-2115.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

Elias Trahanas, CEO - [REDACTED]
Bobby Trahanas, Member - [REDACTED]
Jerry Pagoulatos, Member - [REDACTED]
Dennis Moshopoulos, Member - [REDACTED]
Nick Moshopoulos, Member - [REDACTED]

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);
NY
- v) The number of employees in the firm;
0
- vi) Annual revenue of firm;
0
- vii) Summary of relevant accomplishments
See attached proposal for relevant accomplishments.
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.
2

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
EGB Hospitality, LLC is a legal entity that has been formed for the purpose of bidding on State and/or local contracts. In the event of a successful bid, it will wholly own & operate the operating agreement to which it is awarded. Please find attached our presentation detailing our vision and relevant business experience.

1 File(s) Uploaded: EGB_Hospitality_LLC-RFP-PK0601-2115-Eisenhower_Park-Digital-Compressed.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company New York State Office of Parks, Recreation, and Historic Preservation
 Contact Person George Gorman, Regional Director
 Address 625 Belmont Ave.
 City West Babylon State/Province/Territory NY
 Country US
 Telephone (631) 669-1000
 Fax #
 E-Mail Address george.gorman@oprhp.state.ny.us

Company New York State Office of Parks, Recreation, and Historic Preservation
 Contact Person Tim Byrne, Park Manager, Robert Moses State Park
 Address 625 Belmont Ave.
 City West Babylon State/Province/Territory NY
 Country US
 Telephone (516) 419-1532
 Fax #
 E-Mail Address Timothy.Byrne@parks.ny.gov

Company BakerHostetler
 Contact Person George Stamboulidis
 Address 45 Rockefeller Plaza
 City New York State/Province/Territory NY
 Country US
 Telephone (212) 589-4211

Fax #

E-Mail Address gstamboulidis@bakerhostetler.com

I, Elias Trahanas, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Elias Trahanas, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: EGB Hospitality, LLC

Electronically signed and certified at the date and time indicated by:
Elias Trahanas [REDACTED]@OUTLOOK.COM

Member

Title

03/15/2022 03:34:10 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Elias Trahanas
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 44 Old Ox Road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: [REDACTED]

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>02/07/2020</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

25%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Trahanas, LLC - Operates and owns NYS Parks contract for Robert Moses and Jones Beach. Mr. Trahanas

currently owns 50% of Trahanas LLC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES NO If Yes, provide details.

Trahanas, LLC - Operates and owns NYS Parks contract for Robert Moses and Jones Beach. Mr. Trahanas currently owns 50% of Trahanas LLC.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I, Elias Trahanas, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Elias Trahanas, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Elias Trahanas [REDACTED]@GMAIL.COM]

Member

Title

03/14/2022 01:24:52 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in Ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Nick Moshopoulos
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 44 Old Ox Road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: [REDACTED]

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/07/2020</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO If Yes, provide details.

15% member of EGB Hospitality LLC.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES NO If Yes, provide details.

NKO Architect PC - 100% equity owner. Provides Architectural Services.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES NO If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever

Initiated?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I, Nick Moshopoulos, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nick Moshopoulos, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Nick Moshopoulos [REDACTED]@GMAIL.COM]

Member

Title

03/14/2022 02:08:20 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Bobby Trahanas
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 44 old ox road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: [REDACTED]

Other present address(es):
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: [REDACTED]

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/07/2020</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO If Yes, provide details.
25%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES NO If Yes, provide details.
50% Trahanas, LLC - Operates NYS contracts at Robert Moses & Jones Beach State parks

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES NO If Yes, provide details.

Operators of Robert Moses State Park & Jones Beach State Parks.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I, Bobby Trahanas, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Bobby Trahanas, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Bobby Trahanas [REDACTED]@OUTLOOK.COM

Member

Title

03/14/2022 04:32:40 PM

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/07/2021

1) Proposer's Legal Name: EGB Hospitality, LLC

2) Address of Place of Business: 44 Old Ox Road

City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030

Country: US

Address: 329 Sunrise Highway

City: Rockville Center State/Province/Territory: NY Zip/Postal Code: 11570

Country: US

Start Date: 07-FEB-20 End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Other If other, please provide details:

This entity does not have any physical operating address. It was created for the purpose of bidding on State and/or local contracts. In the event of a successful bid, it will wholly own & operate the operating agreement to which it is awarded.

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Other (Describe) Limited Liability Company (LLC)

7) Does this business share office space, staff, or equipment expenses with any other business?

YES NO If yes, please provide details:

- 8) Does this business control one or more other businesses?
 YES NO If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
 YES NO If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
 YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?
 YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
 YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
 YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
 a) Any felony charge pending?
 YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES NO If yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may