

A regular meeting of the Nassau County Industrial Development Agency (the "Agency") was convened in public session at the Nassau County Executive & Legislative Building, Conference Room C, Suite 218, located at 1550 Franklin Avenue, Mineola, County of Nassau, New York, on June 14, 2010, at 8:00 a.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

Jeffrey L. Seltzer	Chairman
Louis G. Savinetti	Vice Chairman
Bruce Ungar	Treasurer
Gary Weiss	Secretary

ABSENT:

Christopher Fusco	Asst. Secretary
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THE FOLLOWING PERSONS WERE ALSO PRESENT:

Joseph J. Kearney	Executive Director
Colleen Pereira	Administrative Director
Mary Dolan Grippo	Chief Marketing Officer
Edward Ambrosino, Esq.	General Counsel
Paul O'Brien, Esq.	Bond/Transaction Counsel

The attached resolution no. 2010-12 was offered by L. Savinetti, seconded by G. Weiss:

Resolution No. 2010-12

RESOLUTION OF THE NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY (THE "AGENCY") AMENDING
AND RESTATING THE BY-LAWS OF THE AGENCY,
ADOPTING CERTAIN CHARTERS, POLICIES AND
PROCEDURES AND ADDRESSING OTHER MATTERS
IN CONNECTION THEREWITH

WHEREAS, the Nassau County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Agency wishes to amend and restate its By-Laws and adopt certain charters, policies and procedures to ensure continued compliance with current best practices in governance and applicable law, including, without limitation, the Public Authorities Accountability Act of 2005 and the Public Authorities Reform Act of 2009;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. Notice having been given to or waived by each member of the Agency in accordance with the existing By-Laws of the Agency, the Agency hereby amends and restates its By-Laws by adopting the Amended and Restated By-Laws of the Nassau County Industrial Development Agency in the form annexed hereto as Exhibit A (the "Restated By-Laws"). The Restated By-Laws hereby amend and restate in their entirety any and all by-laws heretofore adopted by the Agency.

Section 2. The Agency hereby adopts as the charter of the Agency's Governance Committee the provisions of the Nassau County Industrial Development Agency Governance Committee Charter annexed hereto as Exhibit B (the "Governance Charter"). The Governance Charter hereby replaces any and all charters, policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 3. The Agency hereby adopts ~~as the~~ the charter of the Agency's Audit Committee the provisions of the Nassau County Industrial Development Agency Audit Committee Charter annexed hereto as Exhibit C (the "Audit Charter"). The Audit Charter hereby replaces any and all charters, policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 4. The Agency hereby adopts as the initial charter of the Agency's Finance Committee the provisions of the Nassau County Industrial Development Agency Finance Committee Charter annexed hereto as Exhibit D.

Section 5. The Agency hereby adopts as the initial charter of the Agency's Transactions Committee the provisions of the Nassau County Industrial Development Agency Transactions Committee Charter annexed hereto as Exhibit E.

Section 6. The Agency hereby adopts as its mission statement and performance measurements the Nassau County Industrial Development Agency Mission Statement and Performance Measurements annexed hereto as Exhibit F (the "Mission Statement"). The Mission Statement hereby replaces any and all mission statements heretofore adopted by the Agency.

Section 7. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Strategic Financial Assistance Policy annexed hereto as Exhibit G (the "Strategic Assistance Policy"). The Strategic Assistance Policy hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 8. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Disposition of Property Guidelines and Real Property Acquisition Policy annexed hereto as Exhibit H (the "Acquisition/Disposition Policy"). The Acquisition/Disposition Policy hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 9. The Agency hereby adopts the Transaction Process Guidelines Memo, the form of Pre-Application Questionnaire and the forms of Application for Financial Assistance annexed hereto as Exhibit I (the "Transaction Documents"). The Transaction Documents hereby replace any and all applications, policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof. The Agency hereby authorizes and directs the Agency's staff to distribute the Pre-Application Questionnaire and the applicable form of Application for Financial Assistance when and as required to potential applicants.

Section 10. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Statement of Procurement Policy and Procedures annexed hereto as Exhibit J (the "Procurement Policy"). The Procurement Policy hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 11. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Code of Ethics annexed hereto as Exhibit

K (the "Code"). The Code hereby replaces any and all codes, policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 12. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Equal Employment Opportunity Policy annexed hereto as Exhibit L (the "EEO Policy"). The EEO Policy hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 13. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Investment and Deposit Policy annexed hereto as Exhibit M (the "Investment Policy"). The Investment Policy hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 14. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Whistleblower Policy annexed hereto as Exhibit N (the "Whistleblower Policy"). The Whistleblower Policy hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 15. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Cell Phone Policy annexed hereto as Exhibit O (the "Cell Phone Policy"). The Cell Phone Policy hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 16. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Employee Compensation Policy annexed hereto as Exhibit P (the "Compensation Policy"). The Compensation Policy hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 17. The Agency hereby adopts as a formal policy of the Agency the provisions of the Nassau County Industrial Development Agency Computer & Information Systems Policy annexed hereto as Exhibit Q (the "Computer Policy"). The Computer Policy hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 18. The Agency hereby adopts the Nassau County Industrial Development Agency Annual Certification annexed hereto as Exhibit R (the "Annual Certificate"). The Annual Certificate shall be completed, executed and delivered annually by each member, officer and employee of the Agency as and when directed by the Audit Committee of the Agency. The Annual Certificate hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 19. The Agency hereby adopts the Nassau County Industrial Development Agency Annual Statement of Financial Disclosure annexed hereto as Exhibit S (the "Annual Disclosure"). The Annual Disclosure shall be completed, executed and delivered annually by each member, officer and employee of the Agency to the Nassau County Board of Ethics in accordance with applicable law. The Annual Disclosure hereby replaces any and all policies, practices and procedures heretofore adopted by the Agency with respect to the subject matter thereof.

Section 20. This Resolution shall not preclude the Agency from adopting other or further policies relating to governance and activities of the Agency as determined from time to time by the members of the Agency.

Section 21. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Jeffrey L. Seltzer	VOTING	Aye
Louis G. Savinetti	VOTING	Aye
Bruce Ungar	VOTING	Aye
Gary Weiss	VOTING	Aye
Christopher Fusco	EXCUSED	

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

I, the undersigned ~~[Assistant]~~ Secretary of the Nassau County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on June 14, 2010 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 14th day of June, 2010.



~~[Assistant]~~ Secretary

(SEAL)

EXHIBIT A

Restated By-Laws

AMENDED AND RESTATED
BY-LAWS
OF
NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Adopted June 14, 2010

ARTICLE I
THE AGENCY

Section 1. Name. The name of the Agency shall be "Nassau County Industrial Development Agency." The Agency may do business under an assumed name to the extent permitted by applicable law upon authorization thereof by the members of the Agency.

Section 2. Seal of Agency. The seal of the Agency shall be in the form of a circle and shall bear the name of the Agency and the year of its organization.

Section 3. Office of Agency. The office of the Agency shall be located in the County of Nassau at such location or locations as the Agency may from time to time designate by resolution.

Section 4. Members of the Agency. (a) The membership of the Agency shall consist of not less than three (3) nor more than seven (7) members. Each member shall serve for a term determined by the County Executive of Nassau County ("County Executive") upon the appointment of such member, or, if the appointment of a member shall not set forth a term, then at the pleasure of the County Executive. Upon appointment, each Member shall give all required oaths of office and the Agency shall file such oaths as required by applicable law.

(b) Any member of the Agency may resign at any time by giving written notice to the Chair of the Agency and to the County Executive. Such resignation shall take effect at the time specified therein or, if no time is specified therein, then on delivery of such resignation. Any member of the Agency may be removed at any time by the County Executive.

(c) No member of the Agency shall serve as an officer or employee of the Agency.

(d) Except for members who serve as members by virtue of holding a civil office of the State of New York, the majority of the remaining members of the Agency shall be "Independent Members," as such term is defined in subsection (e) below.

(e) For purposes of these by-laws, an "Independent Member" is a member of the Agency who: (i) is not, and in the two (2) years prior to appointment has not been, employed by the Agency or another corporate body having the same ownership and control as the Agency in an executive capacity; (ii) is not, and in the two (2) years prior to appointment has not been, employed by an entity that received remuneration valued at more than fifteen thousand dollars

(\$15,000) for goods and services provided to the Agency or received any other form of financial assistance valued at more than fifteen thousand dollars (\$15,000) from the Agency; (iii) is not a relative of an executive officer or employee in an executive position of the Agency or another corporate body having the same ownership and control as the Agency; and (iv) is not, and the two (2) years prior to appointment, a lobbyist registered under a state or local law and paid by a client to influence the management decisions, contract awards, rate determinations or any other similar actions of the Agency or another corporate body having the same ownership and control as the Agency.

(f) Members of the Agency shall receive no compensation for their services but may be reimbursed for the expenses reasonably incurred by them in the performance of their duties.

Section 5. Responsibilities of Members. (a) The members of the Agency shall constitute the governing body of the Agency and shall have and exercise all of the powers prescribed by the New York State Industrial Development Agency Act, Article 18-A of the General Municipal Law of the State of New York (as amended from time to time, the "Act") and all other applicable laws, including, without limitation, Chapter 766 of the 2005 Laws of the State of New York (the "Accountability Act") and Chapter 506 of the 2009 Laws of the State of New York (the "Reform Act").

(b) The members of the Agency shall appoint an Executive Director and a Chief Financial Officer of the Agency.

(c) The members of the Agency shall: (i) execute direct oversight of the Executive Director and other management of the Agency in the effective and ethical management of the Agency, and (ii) understand, review and monitor the implementation of fundamental financial and management controls and operations decisions of the Agency.

(d) Each member shall have one (1) vote.

(e) Members of the Agency shall annually certify to the Agency that, to the best of their knowledge, they are in compliance with, (i) the Agency's rules, regulations, policies and procedures in all material respects, (ii) the provisions of the Act (as defined below), and (iii) all other laws, rules and regulations applicable to the performance of their duties and responsibilities on behalf of the Agency.

Section 6. Execution of Instruments. Except as otherwise provided in these by-laws, instruments and documents of the Agency may be signed or countersigned, executed, verified or acknowledged by such officer or officers of the Agency or other person or persons as the members of the Agency may designate by resolution.

ARTICLE II BOARD OFFICERS AND EXECUTIVE OFFICERS

Section 1. Officers. The board officers of the Agency shall be a Chair, a Vice Chair, a Secretary, a Treasurer, an Assistant Secretary, and an Assistant Treasurer. Except as otherwise

provided in these by-laws, each board officer must be a member of the Agency. Any two (2) or more offices, except the office of Chair and Secretary, may be held by the same member.

Section 2. Chair. (a) The Chair shall preside at all meetings of the Agency, except as otherwise authorized by the members of the Agency, and shall perform all duties set forth in any resolution adopted by the members of the Agency. The Chair may sign all agreements, contracts, deeds and other instruments on behalf of the Agency, except as otherwise authorized by the members of the Agency. At each meeting, the Chair may submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the Agency, but the foregoing shall not restrict or prohibit any other member from submitting such recommendations or information as such member may deem necessary or proper.

Section 3. Vice Chair. (a) The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In the event of the absence or incapacity of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Agency shall appoint a new Chair. In the event of the absence or incapacity of both the Chair and the Vice Chair, a chair chosen by the members shall preside at meetings of the Agency until such time as the Agency shall appoint a new Chair and/or Vice Chair.

Section 4. Secretary. The Secretary shall keep, or cause to be kept, the records of the Agency, shall act as secretary at the meetings of the Agency, shall keep, or cause to be kept, a record of all votes, and shall record, or cause to be recorded, the proceedings of the Agency in a journal of proceedings to be kept for such purpose. The Secretary shall keep, or cause to be kept, in safe custody the seal of the Agency and shall have the power to affix such seal to all contracts and other instruments authorized to be executed by the members of the Agency that require such affixing of the seal.

Section 5. Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary in the absence or incapacity of the Secretary. In the event of the resignation or death of the Secretary, the Assistant Secretary shall perform such duties as are imposed on the Secretary until such time as the Agency shall appoint a new Secretary.

Section 6. Treasurer. (a) The Treasurer shall oversee the Chief Financial Officer with respect to the care and custody of all funds of the Agency and the deposit of all such funds in the name of the Agency in such bank(s) or financial institution(s) as the Agency may designate in compliance with applicable law. Except as otherwise authorized or directed by the members of the Agency, the Treasurer may sign all instruments of indebtedness, all orders and all checks for the payment of money, and shall pay out and disburse, or cause to be paid out and disbursed, such moneys under the direction of the members of the Agency. The Treasurer shall keep, or cause to be kept, regular books of accounts showing receipts and expenditures and shall render, or cause to be rendered, to the Agency at each regular meeting an account of the financial transactions and the financial condition of the Agency. The Treasurer shall give such bond for the faithful performance of his/her duties as the members of the Agency may determine. The Treasurer shall also perform such other duties as from time to time may be assigned by the members of the Agency.

Section 7. Assistant Treasurer. (a) The Assistant Treasurer shall perform the duties of the Treasurer in the absence or incapacity of the Treasurer. In the event of the resignation or death of the Treasurer, the Assistant Treasurer shall perform the duties of the Treasurer until such time as the Agency shall appoint a new Treasurer. The Assistant Treasurer shall give such bond for the faithful performance of his/her duties as the members of the Agency may determine.

Section 8. Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time to time be authorized or required by the members of the Agency, by the by-laws of the Agency, or by the Agency's duly adopted rules, regulations, policies and procedures.

Section 9. Appointment of Officers. All board officers of the Agency shall be appointed at the annual meeting of the Agency from among the members of the Agency. Board Officers shall hold office for one (1) year or until their successors are appointed. If the term of an Agency member should terminate, such member's term of office as an officer shall also simultaneously terminate.

Section 10. Vacancies. Should any board office become vacant, the Agency shall appoint a successor from its membership at the next regular meeting or special meeting called for that purpose, and such appointment shall be for the unexpired term of said office.

Section 11. Executive Director. (a) An Executive Director shall be appointed by the members of the Agency. The Executive Director shall attend all meetings of the Agency. The Executive Director shall cause the Agency to carry out its Mission Statement, shall manage the business and affairs of the Agency, subject to the direction of the members of the Agency, and shall be charged with the management of all projects and staff of the Agency. The Executive Director shall serve at the pleasure of the members of the Agency.

(b) The Executive Director shall also serve as the Contracting Officer of the Agency, and, as such, shall be responsible for (i) the disposition of property of the Agency, and (ii) the Agency's compliance with its property use and disposition guidelines.

(c) The Executive Director shall also serve as the Chief Compliance Officer of the Agency and, as such, shall be responsible for ensuring that the Agency is in full compliance with the requirements of the Act, the Accountability Act, the Reform Act and all other applicable laws, rules and regulations.

(d) The Executive Director shall also serve as the Chief Executive Officer of the Agency. Every annual financial report of the Agency shall be certified in writing by the Chief Executive Officer that, based on the Chief Executive Officer's best knowledge, the information provided therein (i) is accurate and correct and does not contain any untrue statement of material fact, (ii) does not omit any material fact which, if omitted, would cause such report to be misleading in light of the circumstances under which such statements are made, and (iii) fairly presents in all material respect the financial condition and results of operations of the Agency as of, and for, the periods presented in such report.

Section 12. Administrative Director. An Administrative Director may be appointed by the members of the Agency. The Administrative Director shall perform the duties of the

Executive Director in the absence or incapacity of the Executive Director and shall otherwise handle the day-to-day administrative affairs of the Agency. In the event of the resignation or death of the Executive Director, the Administrative Director shall perform such duties as are imposed on the Executive Director until such time as the members of the Agency shall appoint a new Executive Director. The Administrative Director shall serve at the pleasure of the members of the Agency.

Section 13. Chief Financial Officer. (a) A Chief Financial Officer shall be appointed by the members of the Agency, and shall be the chief financial officer and freedom of information officer of the Agency. The Chief Financial Officer shall serve at the pleasure of the members of the Agency.

(b) The Chief Financial Officer, under the supervision of the Executive Director, shall have the care and custody of all funds of the Agency and shall deposit all such funds in the name of the Agency in such bank(s) or financial institution(s) as the members of the Agency may designate in compliance with applicable law.

(c) The Chief Financial Officer shall keep regular books of accounts showing receipts and expenditures, shall render to the Audit Committee at each regular meeting thereof an account of such transactions and also of the financial condition of the Agency and shall otherwise handle the day-to-day financial affairs of the Agency.

(d) Every annual financial report of the Agency shall be certified in writing by the Chief Financial Officer that, based on the Chief Financial Officer's best knowledge, the information provided therein (i) is accurate and correct and does not contain any untrue statement of material fact, (ii) does not omit any material fact which, if omitted, would cause such report to be misleading in light of the circumstances under which such statements are made, and (iii) fairly presents in all material respect the financial condition and results of operations of the Agency as of, and for, the periods presented in such report.

Section 14. Chief Marketing Officer. (a) A Chief Marketing Officer may be appointed by the members of the Agency. The Chief Marketing Officer shall serve at the pleasure of the members of the Agency.

(b) The Chief Marketing Officer, under the supervision of the Executive Director, shall be responsible for the day-to-day marketing efforts of the Agency and shall ensure that such marketing efforts of the Agency are in full compliance with the requirements of the Act, the Accountability Act, the Reform Act and all other applicable laws, rules and regulations.

Section 15. Additional Personnel. (a) The Agency may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Act and all other laws of the State of New York applicable thereto.

(b) The selection and compensation of all personnel, including the Executive Director, Administrative Director, Chief Financial Officer and Chief Marketing Officer, shall be determined by the members of the Agency, subject to the laws of the State of New York. The members of the Agency may delegate to any officer or committee the power to appoint and/or remove any subordinate officer or employee.

(c) Each officer and employee of the Agency shall annually certify to the Agency that, to the best of such officer's or employee's knowledge, such officer or employee is in compliance with (i) the Agency's rules, regulations, policies and procedures in all material respects, (ii) the provisions of the Act (as defined below), and (iii) all other laws, rules and regulations applicable to the performance of such officer's or employee's duties and responsibilities on behalf of the Agency.

Section 16. Removal of Officers and Employees. Any officer or employee may be removed by the members of the Agency with or without cause at any time.

ARTICLE III MEETINGS

Section 1. Annual Meeting. The annual meeting of the Agency shall be held on any business day in December, at 6:00 o'clock P.M. at the regular meeting place of the Agency. Notice of such annual meeting shall be delivered to each member of the Agency or shall be mailed to the business or home address of each member of the Agency at least two (2) days prior to the date of such annual meeting. The time and location of the annual meeting may be changed upon the giving of all requisite notices. Waivers of notice of the annual meeting may be signed by any member failing to receive a proper notice.

Section 2. Regular Meetings. Regular meetings of the Agency may be held at such times and places as the Agency may determine from time to time and may be changed upon the giving of all requisite notices. Waivers of notice of a regular meeting may be signed by any member failing to receive a proper notice.

Section 3. Special Meetings. The Chair of the Agency may, when he/she deems it desirable, and shall, upon the written request of two (2) members of the Agency, call a special meeting of the Agency for the purpose of transacting any business designated in the call. The call for a special meeting shall be delivered to each member of the Agency or shall be mailed to the business or home address of each member of the Agency at least two (2) days prior to the date of the special meeting. Waivers of notice may be signed by any member failing to receive a proper notice. At such special meeting no business shall be considered other than as designated in the call, but if all members of the Agency are present at a special meeting, with or without notice thereof, and are all agreeable thereto, any and all business may be transacted at such special meeting.

Section 4. Executive Session. When determined by the Agency that any matter pending before it is confidential in nature, it may, upon its own motion, establish an executive session, to the extent permitted by applicable law.

Section 5. Quorum. At all meetings of the Agency, a majority of the members of the Agency shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until a quorum is obtained.

Section 6. Order of Business. At the regular meetings of the Agency, the following shall be the order of business.

1. Roll call.
2. Reading and approval of the minutes of the previous meeting.
3. Bills and communications.
4. Report of the Treasurer.
5. Reports of Committees.
6. Unfinished business.
7. New business.
8. Adjournment.

Notwithstanding the foregoing, the member presiding at the meeting shall have the authority to vary the order of business, as the need arises. All resolutions shall be in writing and shall be recorded in, or attached to, the journal of proceedings of the Agency.

Section 7. Manner of Voting. The voting on all questions coming before the Agency shall be by roll call, and the yeas and nays shall be entered on the minutes of such meeting, except in the case of appointments when the vote may be by ballot.

Section 8. Rules of Order. The meetings and proceedings of the Agency shall be regulated and controlled according to Robert's Rules of Order for parliamentary procedure, except as may otherwise be provided by these by-laws, by applicable law or by any rule, regulation, policy or procedure of the Agency.

ARTICLE IV AMENDMENTS

Section 1. Amendments to By-laws. The by-laws of the Agency may be amended at a regular meeting or at a special meeting called for that purpose upon the approval of a majority of the members of the Agency; but no such amendment shall be adopted unless at least seven (7) days' advance written notice thereof has been given to the members of the Agency.

ARTICLE V POLICIES AND PROCEDURES

Section 1. Adoption of Policies and Procedures. The Agency by resolution may adopt such rules, regulations, policies and procedures as it may deem necessary and appropriate to the operation of the Agency; provided, however, that no rule, regulation, policy or procedure may be adopted by the Agency that is contrary to these by-laws, as amended from time to time.

Section 2. Financial Statements. The books and accounts of the Agency shall be audited annually by an independent firm of certified public accountants selected by the members of the Agency and in compliance with applicable law. Financial statements shall be made available to the members of the Agency promptly upon their completion.

Section 3. Fiscal Year. The fiscal year of the Agency shall be calendar year unless otherwise provided by the members of the Agency.

Section 4. Books and Records. There shall be kept at the office of the Agency: (a) correct and complete books and records of account, (b) minutes of the proceedings of the members and the standing and special committees of the Agency, (c) a current list of the members, officers and employees of the Agency and their residence addresses, and (d) a copy of these by-laws.

Section 5. Loans to Members/Officers/Employees. No loan shall be made by the Agency to its members, officers or employees, or to any other company, corporation, firm, association or other entity in which one (1) or more members, officers or employees of the Agency, are members, directors or officers or hold a substantial financial interest except as allowed by applicable law.

Section 6. Gifts. The members or any authorized officer, employee or agent of the Agency may accept on behalf of the Agency any contribution, gift, bequest or devise for any general or special purpose or purposes of the Agency.

Section 7. Financial Disclosure. In accordance with the Accountability Act, all members, officers and employees of the shall file annual financial disclosure statements with the Nassau County Board of Ethics (the "County Board").

ARTICLE VI ETHICAL STANDARDS

Section 1. Disclosure and Abstention. Any member of the Agency who is a member, manager, stockholder, director, officer, employee or beneficial owner of an organization that is an applicant for financial assistance before the Agency or a party to a proposed contract with the Agency or has any other material interest in such applicant or contract shall disclose his or her relation to such organization in writing to the Agency and shall abstain from voting and discussion with respect to such contract.

Section 2. Relationship to General Municipal Law. Nothing herein or in any Code of Ethics adopted by the Agency shall be deemed to amend, modify, limit or supersede the application of any provision of Article 18 of the General Municipal Law (the "Conflicts of Interest Law"), but in each instance shall be deemed to be in addition to the requirements of the Conflicts of Interest Law.

ARTICLE VII COMMITTEES

Section 1. Standing Committees. The Agency shall have the following standing committees: (a) an Audit Committee, (b) a Governance Committee, (c) a Finance Committee, and (d) a Transactions Committee.

Section 2. Audit Committee. (a) The members of the Agency shall appoint the members of the Audit Committee and the chair of the Audit Committee. The Audit Committee shall be comprised of not less than three (3) Independent Members, who shall constitute a

majority of the members of the committee, and who shall possess the necessary skills to understand and perform the duties and functions of the Audit Committee and who shall be familiar with corporate financial and accounting principles and practices; provided, however, that if the Agency has less than three (3) Independent Members, the Members may appoint non-Independent Members to the Audit Committee, provided that the Independent Members constitute a majority of the membership of the Audit Committee.

(b) The Audit Committee shall recommend to the members of the Agency the hiring of an independent public accounting firm to conduct the Agency's annual independent audit, establish the compensation to be paid to such accounting firm and provide direct oversight of the performance of the independent annual audit, all in compliance with applicable law, including, without limitation, the Accountability Act and the Reform Act. The Audit Committee shall ensure that the Agency timely prepares and files the annual budget, the annual financial statement, the annual financial reports, the annual measurement report and the annual financial audit required by the Act, the Accountability Act, the Reform Act and other applicable law.

(c) The Audit Committee shall have such other and further purposes and powers as determined by the members of the Agency from time to time, including, without limitation, pursuant to any Audit Committee Charter adopted by the members of the Agency from time to time.

Section 3. Governance Committee. (a) The members of the Agency shall appoint the members of the Governance Committee and the chair of the Governance Committee. The Governance Committee shall be comprised of not less than three (3) Independent Members, who shall constitute a majority of the members of the committee, and who shall possess the necessary skills to understand and perform the duties and functions of the Governance Committee and who shall be familiar with corporate governance principles and practices; provided, however, that if the Agency has less than three (3) Independent Members, the Members may appoint non-Independent Members to the Governance Committee, provided that the Independent Members constitute a majority of the membership of the Governance Committee.

(b) The Governance Committee shall keep the members of the Agency informed of current best governance practices, review corporate governance trends, recommend updates to the Agency's corporate governance principles, examine ethical and conflict of interest issues, coordinate and perform self-evaluations of the members, recommend by-laws which include rules and procedures for conduct of Agency business, and advise the County Executive on the skills and experience required of potential members.

(c) The Governance Committee shall have such other and further purposes and powers as determined by the members of the Agency from time to time, including, without limitation, pursuant to any Governance Committee Charter adopted by the members of the Agency from time to time.

Section 4. Finance Committee. (a) The members of the Agency shall appoint the members of the Finance Committee and the chair of the Finance Committee. The Finance Committee shall be comprised of not less than three (3) Independent Members, who shall constitute a majority of the members of the committee, and who shall possess the necessary skills

to understand and perform the duties and functions of the Finance Committee; provided, however, that if the Agency has less than three (3) Independent Members, the Members may appoint non-Independent Members to the Finance Committee, provided that the Independent Members constitute a majority of the membership of the Finance Committee.

(b) The Finance Committee shall review proposals for the issuance of debt by the Agency (and any subsidiary thereof) and make recommendations with respect thereto.

(c) The Finance Committee shall have such other and further purposes and powers as determined by the members of the Agency from time to time, including, without limitation, pursuant to any Finance Committee Charter adopted by the members of the Agency from time to time.

Section 5. Transactions Committee. (a) The members of the Agency shall appoint the members of the Transactions Committee and the chair of the Transactions Committee. The Transactions Committee shall be comprised of not less than two (2) members of the Agency and may include such other persons as the members of the Agency shall determine, each of whom shall have the necessary skills to understand and perform the duties and functions of the Transactions Committee.

(b) The Transactions Committee shall be responsible for the review of materials submitted by potential project applicants, may conduct meetings with such potential project applicants, and shall make such recommendations to the members of the Agency as the Committee shall determine with respect to potential Agency projects and the financial assistance to be provided with respect to such Agency projects.

(c) The Transactions Committee shall have such other and further purposes and powers as determined by the members of the Agency from time to time, including, without limitation, pursuant to any Transactions Committee Charter adopted by the members of the Agency from time to time.

Section 6. Other Committees. The members of the Agency may from time to time create other committees as they deem necessary or desirable to assist the Agency in performing its duties pursuant to applicable law. Each such committee created by the members of the Agency shall consist of such persons and shall have such authority as is provided in the resolution creating such committee.

Section 7. Meetings of Committees. Meetings of committees shall be held at such times and places as shall be fixed by the respective chairs of said committees and the notice of such meetings shall specify. Meetings of committees shall be governed by the provisions of these by-laws governing meetings of the members of the Agency.

Section 8. Quorum and Manner of Acting. Unless otherwise provided by resolution of the members of the Agency, a majority of all members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all the members of the committee shall be the act of the committee. The procedures and manner of acting of the committees of the Agency shall be subject at all times to the directions of the members of the Agency.

Section 9. Tenure of Members of Committees. Unless otherwise provided by resolution of the members of the Agency, each committee shall exist and every member thereof shall serve at the pleasure of the members of the Agency.

Section 10. Alternate Members. The members may designate one (1) or more members as alternate members of any committee, who may replace any absent member or members at any meeting of such committee.

ARTICLE VIII INDEMNIFICATION

Section 1. Right of Indemnification. Each member, officer and employee of the Agency (each, an "Indemnatee"), whether or not then in office, and any person whose testator or intestate was such an Indemnatee, shall be indemnified by the Agency for the defense of, or in connection with, any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, administrative or investigative, in accordance with and to the fullest extent permitted by applicable law, as such law now exists or may hereafter be adopted or amended; provided, however, that the Agency shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by such an Indemnatee only if such action or proceeding (or part thereof) was authorized by the members of the Agency.

Section 2. Advancement of Expenses. (a) Expenses incurred by an Indemnatee in connection with any action or proceeding as to which indemnification may be given under Section 1 of this Article VIII may be paid by the Agency in advance of the final disposition of such action or proceeding upon (i) the receipt of an undertaking by or on behalf of such Indemnatee to repay such advancement in case such Indemnatee is ultimately found not to be entitled to indemnification as authorized by this Article VIII and (ii) approval by the members of the Agency.

(b) To the extent permitted by law, the members of the Agency shall not be required to find that the Indemnatee has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding before the Agency makes any advance payment of expenses hereunder.

Section 3. Availability and Interpretation. To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in this Article VIII, (a) shall be available with respect to events occurring prior to the adoption of this Article VIII, (b) shall continue to exist after any rescission or restrictive amendment of this Article VIII with respect to events occurring prior to such rescission or amendment, (c) shall be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding or, at the sole discretion of the Indemnatee (or, if applicable, at the sole discretion of the testator or intestate of such Indemnatee seeking such rights), on the basis of applicable law in effect at the time such rights are claimed and (d) shall be in the nature of contract rights that may be enforced in any court of competent jurisdiction as if the Agency and the Indemnatee for whom such rights are sought were parties to a separate written agreement.

Section 4. Other Rights. The rights of indemnification and to the advancement of expenses provided in this Article VIII shall not be deemed exclusive of any other rights to which any Indemnatee or other person may now or hereafter be otherwise entitled, whether contained in these by-laws, a resolution of the members or an agreement providing for such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the foregoing, the rights of indemnification and to the advancement of expenses provided in this Article VIII shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any Indemnatee or other person in any action or proceeding to have assessed or allowed in his or her favor, against the Agency or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

Section 5. Severability. If this Article VIII or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Article VIII shall remain fully enforceable. Any payments made pursuant to this Article VIII shall be made only out of funds legally available therefor.

EXHIBIT B

Governance Committee Charter

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

GOVERNANCE COMMITTEE CHARTER

This Governance Committee Charter (this "Charter") was adopted by the members of the Nassau County Industrial Development Agency (the "Agency"), a public benefit corporation established under the laws of the State of New York, on this 14th day of June, 2010. This Charter amends and restates in its entirety the Governance Committee Charter adopted by the members of the Agency on May 29, 2008.

Purpose of the Committee

The purposes of the Agency's Governance Committee (the "Committee") shall be to (1) keep the members of the Agency informed of current best practices in corporate governance, (2) review corporate governance trends for their applicability to the Agency; (3) recommend updates to the Agency's corporate governance principles and governance practices; (4) examine ethical and conflict of interest issues; (5) coordinate and perform self-evaluations of the Agency's members; (6) recommend by-laws of the Agency which include rules and procedures for conduct of Agency business; and (7) advise the County Executive on the skills, qualities and professional or education experiences required to be effective Agency members.

Powers of the Committee

The Committee shall have the power and is hereby authorized to:

- Meet with and obtain any information it may require from Agency staff.
- Obtain advice and assistance from in-house or outside counsel, accountants and other advisors.
- Solicit, at the Agency's expense, advice from persons having special competencies, including legal, accounting or other consultants as the Committee deems necessary to fulfill its responsibilities. The Committee shall have the authority to negotiate the terms and conditions of any contractual relationship with such legal, accounting and other consultants, subject to the Agency's adopted statement of procurement policy and procedures, and to present such contracts to the Agency for its approval.

Members of the Committee

The selection of members to serve on the Committee and the activities of the Committee and its members shall in all respects be in compliance with the Agency's by-laws and applicable law, including, without limitation, the Public Authorities Accountability Act of 2005 (Chapter 766 of 2005 Laws of New York) and the Public Authorities Reform Act of 2009 (Chapter 506 of 2009 Laws of New York). The members of the Committee shall designate one (1) member of the Committee as its Chair if the members of the Agency have not so designated a Chair.

Meetings

Members of the Committee are expected to attend each Committee meeting, in person or via telephone or videoconference. The Committee may invite other individuals, such as members of management, auditors or other technical experts to attend meetings and provide pertinent information.

The Committee shall meet at least twice each year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in this Charter.

An agenda shall be prepared for each meeting of the Committee and, to the extent feasible, provided to the members of the Committee at least five (5) days in advance of the meeting date, together with the appropriate materials required for members to make informed decisions at such meeting. Minutes of each meeting shall be in writing.

Responsibilities of the Committee

The Committee shall from time to time:

- Develop and revise the Agency's governance practices, including, without limitation, transparency, independence, accountability, fiduciary responsibilities, and management oversight.
- Develop and maintain a list of the skills, qualities and professional or education experiences required to be effective Agency members to assist the County Executive in identifying qualified candidates.
- Develop and recommend to the members of the Agency the number and structure of committees to be created by the Agency.
- Develop and provide recommendations to the members of the Agency regarding Agency member education, including new member orientation and regularly scheduled member training to be obtained from state-approved trainers and others.
- Develop and provide recommendations to the members of the Agency on performance evaluations, including coordination and oversight of such evaluations of the members of the Agency, Agency committees, and senior management in the Agency's governance process.
- Develop, review on a regular basis and update as necessary the Agency's code of ethics and policies regarding conflicts of interest.
- Develop and recommend to the members of the Agency any required revisions to the Agency's policies regarding the protection of whistleblowers from retaliation, equal opportunity policies, procurement of goods and services (including policies relating to the disclosure of persons who attempt to influence the Agency's procurement process),

acquisition and disposition of real and personal property and other Agency policies and procedures.

- Develop and recommend to the members of the Agency any other policies or documents relating to the governance of the Agency, including rules and procedures for conducting the business of the Agency's members, such as the Agency's by-laws. The Committee will oversee the implementation and effectiveness of the by-laws and other governance documents and recommend modifications as the Committee deems appropriate.
- After each meeting of the Committee, report its actions and recommendations to the Agency.
- Annually review, assess and recommend to the Agency any necessary changes to this Charter and provide to the Agency a self-evaluation of the Committee's functions.
- Review on an annual basis and recommend to the members of the Agency the compensation and benefits of the Executive Director, Chief Financial Officer and other senior Agency employees, subject to consideration of the Agency's budget limitations.
- Present annually to the members of the Agency a written report of how the Committee has discharged its duties and met its responsibilities as outlined in this Charter for the preceding year.

EXHIBIT C

Audit Committee Charter

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY AUDIT COMMITTEE CHARTER

This Audit Committee Charter was adopted by the members of the Nassau County Industrial Development Agency (the "Agency"), a public benefit corporation established under the laws of the State of New York, on this 29th day of May, 2008.

Purpose of the Committee

The purposes of the Committee shall be to (1) assure that the Agency fulfills its responsibilities for the audit process, the financial reporting process and the system of risk assessment and internal controls over financial reporting; and (2) provide an avenue of communication between management, independent auditors, internal auditors, and members of the Agency.

Powers of the Committee

The Committee shall have the power and is hereby authorized to:

- Perform the duties imposed on the Committee pursuant to the Agency's by-laws and by all applicable laws, including, without limitation, the Public Authorities Accountability Act of 2005 (Chapter 766 of 2005 Laws of New York) (the "Accountability Act")
- Conduct or authorize investigations into any matters within its scope of responsibility.
- Seek any information it requires from Agency employees, all of whom should be authorized to cooperate with Committee requests, and meet with Agency staff, auditors or outside counsel, as necessary.
- Retain, at the Agency's expense, such outside counsel, experts and other advisors as the Committee may deem appropriate.
- Perform such other duties and exercise such other powers as the members of the Agency shall delegate to the Committee from time to time.

Members of the Committee

The selection of members to serve on the Committee and the activities of the Committee and its members shall in all respects be in compliance with the Agency's by-laws and applicable law, including, without limitation, the Accountability Act.

Meetings

Members of the Committee are expected to attend each Committee meeting, in person or via telephone or videoconference. The Committee may invite other individuals, such as members of management, auditors or other technical experts to attend meetings and provide pertinent information, as necessary.

Responsibilities of the Committee

The Committee shall:

- Pre-approve all audit services provided by the independent auditor.
- Review and approve the Agency's audited financial statements, associated management letter, report on internal controls and all other auditor communications and meet with the

independent audit firm on a regular basis to discuss any significant issues that may have surfaced during the course of the audit; review and discuss any significant risks reported in the independent audit findings and recommendations and assess the responsiveness and timeliness of management's follow-up activities pertaining to the same.

- Review significant accounting and reporting issues, including complex or unusual transactions and management decisions, and recent professional and regulatory pronouncements, and understand their impact on the financial statements.
- Review with management and the CFO, the charter, activities, staffing and organizational structure of the internal audit function; review the reports of internal auditors, and have authority to review and approve the annual internal audit plan; review the results of internal audits and approve procedures for implementing accepted recommendations of internal auditors; review management's assessment of the effectiveness of the Agency's internal controls and review the report on internal controls by independent auditors as a part of the financial audit engagement.
- Ensure that the Agency has an appropriate confidential mechanism for individuals to report suspected fraudulent activities, allegations of corruption, fraud, criminal activity, conflicts of interest or abuse by the members, officers, or employees of the Agency or any persons having business dealings with the Agency or breaches of internal control; develop procedures for the receipt, retention, investigation and/or referral of complaints concerning accounting, internal controls and auditing to the appropriate body.
- Oversee special investigations as needed and/or refer specific issues to the appropriate body for further investigation; review all reports delivered to it by appropriate oversight bodies and serve as a point of contact with such bodies.
- Present annually to the Agency's members a written report of how it has discharged its duties and met its responsibilities as outlined in this charter.
- Obtain any information and training needed to enhance the Committee members' understanding of the role of audits and auditors, the risk management process, internal controls and an adequate level of familiarity in financial reporting standards and processes.

EXHIBIT D

Finance Committee Charter

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

FINANCE COMMITTEE CHARTER

This Finance Committee Charter (this "Charter") was adopted by the members of the Nassau County Industrial Development Agency (the "Agency"), a public benefit corporation established under the laws of the State of New York, on this 14th day of June, 2010.

Purpose

The purpose of the Finance Committee is to oversee the debt and debt practices of the Nassau County Industrial Development Agency (the "Agency") and to recommend policies concerning the Agency's issuance and management of debt.

General Duties of the Finance Committee

It shall be the responsibility of the Finance Committee to:

- Review proposals for the issuance of debt by the Agency and its subsidiaries (if any) and to make recommendations concerning those proposals to the members of the Agency (the "Members").
- Make recommendations to the Members concerning the level of debt and nature of debt issued by the Agency.
- Make recommendations concerning the issuance of requests for proposals for goods and services and the appointment and compensation of bond/transaction counsel, economic development consultants, investment advisors, trustees, underwriting firms and other professionals used in connection with the Agency's projects.
- Implement any requests for proposals for goods and services approved by the Members.
- Meet with and request information from Agency staff, independent auditors and advisors or outside counsel, as necessary to perform the duties of the committee.
- Retain, at the Agency's expense, such outside counsel, experts and other advisors as the committee may deem appropriate.
- Review proposals relating to the repayment of debt or other long-term financing arrangements by the Agency and its subsidiaries (if any).
- Annually review the Agency's strategic financial assistance policy and make recommendations to the Members concerning criteria that should govern its financings and projects.
- Report annually to the Members how it has discharged its duties and met its responsibilities as outlined in this charter.

- Conduct an annual self-evaluation of its performance, including its effectiveness and compliance with the charter and request the approval of the Members for proposed changes.

Review the Agency's Annual Budget

The Finance Committee shall:

- Review the Agency's proposed annual operating budget as presented by Agency management for the upcoming fiscal year.
- Recommend the annual budget to the Members for approval after incorporating any necessary or appropriate amendments.
- Monitor and report to the Members on the Agency's compliance with its adopted budget during the fiscal year (actual verses estimated budget) on a monthly/quarterly basis.

Oversee the Agency's Investments

The Finance Committee shall:

- Annually review the Agency's investment policy and evaluate allocation of assets.
- Review and make recommendations with respect to the Agency's annual investment report.
- Annually review the Agency's audit of investments as provided by independent auditors.
- Recommend to the Members the selection of investment advisors.
- Monitor the economic performance of the Agency's pension plans, if any.

Review Financial and Procurement Thresholds

The Finance Committee shall:

- Review and make recommendations to the Members regarding any proposed procurements submitted to the committee by the Agency's contracting officer and oversee any procurement process employed by the Agency's contracting officer.
- Review and recommend changes to the Agency's thresholds for procuring goods and services and its procurement and disposition of property policies.
- Review and recommend changes to the Agency's uniform tax exemption policy that includes general provisions for entering into payment-in-lieu-of-taxes (PILOT) agreements and affording tax exemptions.
- Review and recommend changes to the Agency's fee schedules.
- Review the scope and terms of the Agency's insurance policies and liability coverage on an annual basis.

Composition of Committee and Selection of Members

The Finance Committee shall consist of not less than three Independent Members (as defined in the Agency's By-Laws), who shall constitute a majority of the committee. If the Agency has less than three Independent Members, non-independent Members may be appointed to the committee provided that the Independent Members constitute a majority of the committee. The Members

shall appoint the Finance Committee members and the Finance Committee chair if the members of the Agency have not so designated a Chair. Members shall serve on the committee at the discretion of the Members. Members appointed to the committee shall have the background necessary to perform its duties.

Meetings

The Finance Committee shall meet at such times as deemed advisable by the chair, but not less than twice a year. The committee must meet prior to any recourse debt issuance planned to be undertaken by the Agency.

Members of the Finance Committee are expected to attend each committee meeting, in person or videoconference. The Finance Committee may invite other individuals, such as members of management, auditors or other technical experts to attend meetings and provide pertinent information, as necessary.

Meeting agendas shall be prepared prior to every meeting and, to the extent feasible, provided to Finance Committee members along with briefing materials five (5) business days before the scheduled Finance Committee meeting. The finance committee may act only on the affirmative vote of a majority of the committee members or by unanimous consent. Minutes of these meetings shall be recorded.

A report of the committee's meeting shall be prepared and presented to the Members at their next scheduled Agency meeting following the meeting of the committee.

Meetings of the committee are open to the public, and the committee shall be governed by the rules regarding public meetings set forth in the applicable provisions of the Public Authorities Law and Article 7 of the Public Officers Law that relate to public notice and the conduct of executive session.

EXHIBIT E

Transactions Committee Charter

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

TRANSACTIONS COMMITTEE CHARTER

This Transactions Committee Charter (this "Charter") was adopted by the members of the Nassau County Industrial Development Agency (the "Agency"), a public benefit corporation established under the laws of the State of New York, on this 14th day of June, 2010.

Purpose of the Committee

The purpose of the Agency's Transactions Committee (the "Committee") shall be to conduct preliminary review and evaluation of potential "projects" (as such term is used in Article 18-A of the General Municipal Law) ("Projects") seeking financial assistance from the Agency.

Powers of the Committee

The Committee shall have the power and is hereby authorized to:

- Meet with and obtain any information it may require from potential Project applicants and their advisors.
- Meet with and obtain any information it may require from the Executive Director and other Agency staff.
- Review and evaluate information and materials submitted by potential Project applicants, including, without limitation, pre-application questionnaires submitted to the Agency.
- Obtain advice and assistance from in-house or outside counsel, accountants and other advisors.
- Solicit, at the Agency's expense, advice from persons having special competencies, including legal, accounting or other consultants as the Committee deems necessary to fulfill its responsibilities. The Committee shall have the authority to negotiate the terms and conditions of any contractual relationship with such legal, accounting and other consultants, subject to the Agency's adopted statement of procurement policy and procedures, and to present such contracts to the Agency for its approval.
- Advise and make recommendations to the members of the Agency with respect to potential Projects and the financial assistance to be awarded to such potential Projects.

Members of the Committee

The selection of members to serve on the Committee and the activities of the Committee and its members shall in all respects be in compliance with the Agency's by-laws and applicable law, including, without limitation, the Public Authorities Accountability Act of 2005 (Chapter 766 of 2005 Laws of New York) and the Public Authorities Reform Act of 2009 (Chapter 506 of 2009

Laws of New York). The members of the Committee shall designate one (1) member of the Committee as its Chair if the members of the Agency have not so designated a Chair.

Meetings

Members of the Committee are expected to attend each Committee meeting, in person or via telephone or videoconference. The Committee may invite other individuals, such as members of management, auditors or other technical experts to attend meetings and provide pertinent information.

The Committee shall meet when required to discharge its duties.

An agenda shall be prepared for each meeting of the Committee and, to the extent feasible, provided to the members of the Committee at least five (5) days in advance of the meeting date, together with the appropriate materials required for members to make informed decisions at such meeting. Minutes of each meeting shall be in writing.

Responsibilities of the Committee

The Committee shall from time to time:

- Develop, review on a regular basis and recommend to the members of the Agency revisions to the Agency's policies and relating to Projects of the Agency, including, without limitation, the Agency's uniform tax exemption policy and other policies relating to the granting of financial assistance.
- Develop, review on a regular basis and recommend to the members of the Agency revisions to the Agency's form of Application for Financial Assistance.
- Develop, review on a regular basis and recommend to the members of the Agency revisions to the Agency's Project review and evaluation process.
- After each meeting of the Committee, report its actions and recommendations to the Agency.
- Annually review, assess and recommend to the Agency any necessary changes to this Charter and provide to the Agency a self-evaluation of the Committee's functions.
- Present annually to the members of the Agency a written report of how the Committee has discharged its duties and met its responsibilities as outlined in this Charter for the preceding year.

EXHIBIT F

Mission Statement

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

MISSION STATEMENT AND PERFORMANCE MEASUREMENTS

Mission Statement: The Nassau County Industrial Development Agency (the "Agency") is a public benefit corporation of the State of New York formed under the New York State Industrial Development Agency Act, Article 18-A of the General Municipal Law. The mission of the Agency is to support economic development opportunities in Nassau County and to attract new companies and industries to Nassau County.

Date Adopted: June 14, 2010

List of Performance Goals:

1. Educate business owners, elected officials and other community leaders regarding the existence and purposes of the Agency and the resources the Agency has available for new and existing business in Nassau County. Educational outreach shall include, without limitation, community meetings, press releases, informational sessions, marketing of the Agency via its website.
2. Work with Nassau County and town, city and village officials, departments and affiliates to ensure that current business issues are addressed (i.e., business development, workforce training, corporate retention, etc.)
3. Work with Nassau County Department of Economic Development to coordinate marketing efforts directed at entrepreneurs and businesses looking to start up, expand in or relocate to Nassau County.
4. Continue to improve Agency office and administrative efficiency including reduction of overhead expenses and improvement of monthly and annual reporting.
5. Work with applicable State and Federal officials to develop and implement business incentive programs.

6. Maintain full compliance with all State disclosure and reporting requirements.
7. Ensure transparency of all Agency activities and operations.
8. Achieve complete adherence by management to all internal controls.
9. Ensure interaction with and outreach to elected officials in local jurisdictions within the Agency's area of jurisdiction.

Additional Questions:

1. Have the board members acknowledged that they have read and understood the mission of the public authority?

ANSWER: ☒ YES ☐ NO

2. Who has the power to appoint the management of the public authority?

ANSWER: The duly appointed members of the Agency appoint the management of the Agency.

3. If the Board appoints management, do you have a policy you follow when appointing the management of the public authority?

ANSWER: ☒ YES ☐ NO

Employment at the Agency is determined by mutual consent. Both the employee and the Agency have the right to terminate the employment relationship at any time. Employment is "at will." Also, each position requires a degree of expertise and certain qualities that the members of the Agency define before hiring an employee and which they discuss and evaluate when interviewing candidates.

4. Briefly describe the role of the Board and the role of management in the implementation of the mission.

ANSWER: The members of the Agency (with input from Agency management) annually evaluate the Agency's mission and continuously assess its goals and measurements to ensure the Agency is complying with its mission statement. Pursuant to applicable law and the Agency's by-laws, the members exercise direct oversight and control over the management and staff. The members of the Agency are required to review and monitor management and financial controls and the activities of the

Agency. The members are responsible for the adoption of policies and procedures that provide guidance to management and staff, including a whistleblower policy, indemnification policy and code of ethics.

The Agency established an independent Audit Committee, which Committee assists the Agency in fulfilling its responsibilities with respect to the internal and external audit process, the financial reporting process and the system of risk assessment and internal controls over financial reporting. The Committee interacts with the Agency's independent CPA firm that conducts the Agency's annual audit.

The Agency also established an independent Governance Committee. The Governance Committee is responsible for recommending corporate governance principles and practices to the members of the Agency and for reviewing corporate governance trends to ensure that the members and management of the Agency are kept informed of current best practices.

The Agency's management and staff is responsible for the implementation of the Agency's mission and the administration and day-to-day operation of the Agency pursuant to applicable law, the Agency's by-laws and its duly adopted policies and procedures.

5. Has the Board acknowledged that they have read and understood the responses to each of these questions?

ANSWER: ☒ YES ☐ NO

All members of the Agency participated in the preparation, presentation for discussion and approval of the Mission Statement and these responses.

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Strategic Financial Assistance Policy

The Nassau County Industrial Development Agency (the "Agency") is charged, pursuant to Article 18-A of the New York State General Municipal Law (as amended from time to time, the "Act"), with the purposes of, among others, promoting, developing, encouraging and assisting in industrial, manufacturing, warehousing, commercial, research and recreational facilities (including educational and cultural facilities among others) and thereby advancing the job opportunities, health, general prosperity and economic welfare of the people of Nassau County and of the State of New York. Toward that end, the Agency has been granted a number of powers under the Act. The purpose of this policy is to enumerate the strategic policies of the Agency, as general guidelines, in awarding "financial assistance" under the Act.

The Agency desires to encourage any and all "projects" authorized under the Act. However, the Agency may give special consideration to any project that advances one or more of the following public policy goals:

- A. retaining and attracting "knowledge based" industries and services which: (1) produce high-technology goods, and/or (2) are intensive users of high technology and/or employ the highly skilled workforce that is required to benefit fully from technological innovations, including, but not limited to, communications, finance, insurance, real estate, business services, health, education, defense, aerospace, energy, biotech and homeland security;
- B. the construction, reconstruction, maintenance and operation of affordable or "workforce" housing;
- C. the clean-up and reuse of "Brownfields" and other environmentally challenged sites;
- D. the development, redevelopment, betterment and more complete use of existing "downtown", underdeveloped and highly distressed areas;
- E. the expansion and improvement of Nassau County's sports, entertainment and tourism industries.

This policy is not intended to exclude any qualified "projects" under the Act, but is intended to enumerate those projects that may receive special consideration by the Agency.

EXHIBIT G

Strategic Financial Assistance Policy

EXHIBIT H

Acquisition/Disposition Policy

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

DISPOSITION OF PROPERTY GUIDELINES

This Policy is adopted pursuant to the provisions of the
Public Authorities Accountability Act of 2005 and
the Public Authorities Reform Act of 2009

SECTION 1. DEFINITIONS

A. "Contracting Officer" shall mean the officer or employee of the Agency who shall be appointed by resolution to be responsible for the disposition of property.

B. "Dispose" or "disposal" shall mean transfer of title or any other beneficial interest in personal or real property in accordance with section 2897 of the Public Authorities Law.

C. "Property" or "property" shall mean (i) personal property in excess of five thousand dollars (\$5,000) in value, and (ii) real property, and any inchoate or other interest in real property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party or the property associated with a "project" (as defined in Article 18-A of the General Municipal Law) of the Agency.

SECTION 2. DUTIES

A. The Agency shall:

(i) maintain adequate inventory controls and accountability systems for all property owned by the Agency and under its control;

(ii) periodically inventory such property to determine which property shall be disposed of;

(iii) produce a written report of such property in accordance with subsection B hereof; and

(iv) transfer or dispose of such property as promptly and practicably as possible in accordance with Section 3 below.

B. The Agency shall

(i) publish, not less frequently than annually, a report listing all real property owned in fee by the Agency. Such report shall also include a list and full description of all real and personal property disposed of during such period. The report shall contain the price received by the Agency and the name of the purchaser for all property sold by the Agency during such period; and

(ii) shall deliver copies of such report to the Comptroller of the State of New York, the Director of the Budget of State of New York, the Commissioner of the New York State Office of General Services, the New York State Legislature (via distribution to the majority leader of the Senate and the speaker of the Assembly), and the New York State Authorities Budget Office.

SECTION 2. TRANSFER OR DISPOSITION OF PROPERTY

A. Supervision and Direction. Except as otherwise provided herein, the duly appointed Contracting Officer shall have supervision and direction over the disposition and sale of property of the Agency. The Agency shall have the right to dispose of its property for any valid corporate purpose.

B. Custody and Control. The custody and control of property, pending its disposition, and the disposal of such property, shall be performed by the Agency or by the Commissioner of General Services when so authorized under this section.

C. Method of Disposition. Unless otherwise permitted by this Statement, the Agency shall dispose of property for not less than its fair market value by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such other terms and conditions as the Agency and/or the Contracting Officer deems proper. The Agency may execute such documents for the transfer of title or other interest in property and take such other action as it deems necessary or proper to dispose of such property under the provisions of this section. Provided, however, except in compliance with all applicable law, no disposition of real property, or any interest in real property, shall be made unless an appraisal of the value of such property has been made by an independent appraiser and included in the record of the transaction, and, provided, further, that no disposition of any other property, which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar property, shall be made without a similar appraisal.

D. Sales by the Commissioner of General Services (the "Commissioner"). When the Agency shall have deemed that transfer of property by the Commissioner will be advantageous to the Agency, the Agency may enter into an agreement with the Commissioner pursuant to which Commissioner may dispose of property of the Agency under terms and conditions agreed to by the Agency and the Commissioner. In disposing of any such property, the Commissioner shall be bound by the terms hereof and references to the Contracting Officer shall be deemed to refer to such Commissioner.

E. Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Agency, purporting to transfer title or

any other interest in property of the Agency in accordance herewith shall be conclusive evidence of compliance with the provisions of these guidelines and all applicable law insofar as concerns title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to the closing.

F. Bids for Disposal; Advertising; Procedure; Disposal by Negotiation; Explanatory Statement.

(i) Except as permitted by applicable law, all disposals or contracts for disposal of property made or authorized by the Agency shall be made after publicly advertising for bids, except as provided in subsection (iii) of this Subsection F.

(ii) Whenever public advertising for bids is required under subsection (i) of this Subsection F:

(A) the advertisement for bids shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the property proposed for disposition;

(B) all bids shall be publicly disclosed at the time and place stated in the advertisement; and

(C) the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Agency, price and other factors considered; provided, that all bids may be rejected at the Agency's discretion.

(iii) Disposals and contracts for disposal of property may be negotiated or made by public auction without regard to subsections (i) and (ii) of this Subsection F, but subject to obtaining such competition as is feasible under the circumstances, if:

(A) the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to increase its value, or if the personal property is to be sold in such quantity that, if it were disposed of under subsections (i) and (ii) of this Section F, would adversely affect the state or local market for such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;

(B) the fair market value of the property does not exceed fifteen thousand dollars;

(C) bid prices after advertising therefore are not reasonable, either as to all or some part of the property, or have not been independently arrived at in open competition;

(D) the disposal will be to the State of New York or any political subdivision or public benefit corporation, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;

(E) under those circumstances permitted by G. below; or

(F) such action is otherwise authorized by law.

(iv) (A) An explanatory statement shall be prepared of the circumstances of each disposal by negotiation of:

(1) any personal property which has an estimated fair market value in excess of fifteen thousand dollars;

(2) any real property that has an estimated fair market value in excess of one hundred thousand dollars, except that any real property disposed of by lease or exchange shall only be subject to clauses (3) and (4) of this subparagraph;

(3) any real property disposed of by lease, if the estimated annual rent over the term of the lease is in excess of fifteen thousand dollars; or

(4) any real property or real and related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.

(B) Each such statement shall be transmitted to the persons entitled to receive copies of the report required under all applicable law not less than ninety (90) days in advance of such disposal, and a copy thereof shall be preserved in the files of the Agency making such disposal.

G. Disposal of Property for Less Than Fair Market Value.

(i) No asset owned, leased or otherwise in the control of the Agency that is subject to these Guidelines may be sold, leased or otherwise alienated for less than its fair market value except if:

(A) the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the asset will remain with the government or any other public entity;

(B) the purpose of the transfer is within the purpose, mission or governing statute of the Agency; or

(C) in the event the Agency seeks to transfer an asset for less than its fair market value to other than a governmental entity, which disposal would not be consistent with the Agency's mission, purpose or governing statute, the Agency shall provide prior written notice thereof to the governor of the State of New York, the speaker of the New York State Assembly and the temporary president of the New York State Senate and any such transfer shall be subject to denial by the governor, the Senate or the Assembly in accordance with Section 2897 of the Public Authorities Law within sixty (60) days after such persons receive such notification.

(ii) In the event a below fair market value asset transfer is proposed, the following information shall be provided in advance to the members of the Agency and shall be made available to the public by posting on the Agency's website:

(A) a full description of the asset;

(B) an appraisal of the fair market value of the asset and any other information establishing the fair market value sought by the members of the Agency;

(C) a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including, but not limited to, the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, and the benefits, if any, to the communities in which the asset is situated as are required by the transfer;

(D) a statement of the value to be received compared to the fair market value;

(E) the names of any private parties participating in the transfer, and, if different than the statement required by subparagraph (D) above, a statement of the value to the private party; and

(F) the names of other private parties who have made an offer for such asset, the value offered, and the purpose for which the asset sought was to be used.

(iii) Before approving the disposal of any property for less than fair market value, the members of the Agency shall consider the information described in subparagraph (ii) above and make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

The Guidelines are subject to modification and amendment at the discretion of the members of the Agency and shall be filed annually with all local and state agencies as required under all applicable law.

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

REAL PROPERTY ACQUISITION POLICY

This Policy is adopted pursuant to the provisions of the
Public Authorities Accountability Act of 2005 and
the Public Authorities Reform Act of 2009

A. Real Property Acquisitions

Interests in real property, including, without limitation, fee or leasehold interests, may be acquired by the Agency for development, resale, operation, leasing, subleasing or other uses designated by the Agency.

Interests in real property shall be acquired by the Agency solely to further one or more of the purposes of the Agency authorized under Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended, and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (collectively, the "Act") or by other applicable state law, subject to compliance with the Agency's by-laws and subject to authorization of the acquisition thereof by a resolution duly adopted by the members of the Agency.

The Agency shall conduct such due diligence as it deems appropriate prior to any such acquisition, including, without limitation, appraisals and the review and investigation of environmental, title, structural and other relevant matters.

B. Exemption for Financial Assistance Transactions

This Policy shall not apply to any acquisition of an interest in real property involving the granting of "financial assistance" (as defined in Section 854(14) of the Act) by the Agency to an applicant for such financial assistance (an "Applicant"). Such property interest is not "property" as defined in Title 5-A of the Public Authorities Law of the State because such property and the interests therein are security for the Applicant's obligations to the Agency under the agreements between the Agency and the Applicant relating to such financial assistance.

EXHIBIT I

Transaction Documents

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Memorandum

To: Agency Staff
From: Members of the Agency
Date: June 14, 2010
Re: Transaction Process Guidelines

The following are the Agency's guidelines for the review and processing of potential project applications from initial contact to closing of the transaction. The following are intended to provide overall guidance but are by no means exhaustive or all inclusive and may not be applicable to all matters:

1. Initial Contact
 - The Executive Director or other designated staff member ("Agency Contact") shall make a written record of the initial contact including time, date and method of contact, name of applicant, address, type of enterprise and applicant point of contact.
 - Agency Contact provides Pre-Application Questionnaire to the potential applicant and schedules a meeting to review the applicant's response.
 - Logs of initial contacts shall be distributed to the members periodically.
2. Meeting with Agency Contact
 - Applicant should bring documentation of and/or be prepared to discuss: (i) location of proposed project, (ii) nature of proposed project, (iii) location of existing facilities of the applicant, (iv)

proposals for job retention/creation, (v) likely community impacts and reaction, and (vi) requested types and amounts of financial assistance

- If the Agency Contact determines that the proposed project is viable, the applicant is invited to appear before the Transactions Committee
- General Counsel to the Agency will generally participate in the initial meeting with the applicant

3. Presentation to Transactions Committee

- Prior to presentation, the Agency Contact provides the pre-application questionnaire response and any relevant materials to the Transactions Committee
- Notice of Transactions Committee Meeting published and/or posted, as required, and the meeting shall be open to the public, including any members of the Agency who are not on the Transactions Committee
- Transactions Committee shall consist of at least two (2) members of the Agency, the Executive Director, the Chief Financial Officer and such other members and persons as the members of the Agency shall appoint. The Committee's function shall be advisory in nature and all final decisionmaking shall remain with the members of the Agency
- Applicant informally presents the proposed project to the Transactions Committee and receives feedback as to the anticipated financial assistance package, either at the end of the proposal or shortly thereafter. Transactions Committee authorizes the Agency Contact to further negotiate the terms of the financial assistance package and to initiate the SEQR and public notice(s) process upon receipt of an application
- Transactions Committee advises the applicant that the Agency will authorize the Applicant to file an application for processing if made within 30 days following the date of the presentation

4. Application to the Agency

- Applicant submits formal Application for Financial Assistance (straight lease or bond financing form, as applicable), including Environmental Assessment Form and Community Impact Report

- Applicant deposits with the Agency: (i) \$1,000 application fee, (ii) \$3,500 expense deposit for bond counsel fees, and (iii) \$2,500 expense deposit for cost/benefit analysis. In the event that the transaction does not close, the Agency shall use the expense deposits to defray the costs of the applicable professionals and return any balance to the applicant. In the event that the transaction closes, such expense deposits shall be credited against the final invoices delivered by the applicable professionals at closing
 - Bond Counsel reviews Application and provides due diligence memo (if required)
5. Public Hearing
- Agency Contact schedules and conducts public hearing (if required)
 - Agency Contact prepares report of public hearing and delivers report to the members
6. Financial Assistance "Deviation Notice" (if required)
- Agency Contact issues "deviation notice" consistent with the guidance from the Transactions Committee
 - Agency Contact responds to all correspondence received from affected tax jurisdictions
7. SEQR Review Process
8. Cost-Benefit Analysis
- Ordered upon receipt of the Application and shall be distributed to all members of the Agency
9. Bond Counsel prepares transaction documents
- Bond Counsel/General Counsel obtains "public approval" of tax-exempt bonds from County Executive (if applicable)
 - Bond Counsel/ Administrative Director obtains volume cap from State (if required)

- Bond Counsel attempts to obtain bond issuance charge and Commissioner of Health charge waivers (no longer likely to be granted)
- Bond Counsel/General Counsel forwards draft PILOT documents to County Attorney
- Bond Counsel/General Counsel/Executive Director negotiate and revise applicable documents

10. Inducement/ Approving/ Bond Resolution

- The Executive Director prepares, prior to the Agency meeting, the requisite internal forms and summaries.
- Includes approval of "deviation" from uniform tax exemption policy (if applicable)

11. Closing

- Bond Counsel delivers 412-a notice to County Assessor and tax jurisdictions
- Bond Counsel delivers ST-60 to New York State Department of Taxation and Finance
- Bond Counsel makes applicable filings with the Internal Revenue Service

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

PRE-APPLICATION QUESTIONNAIRE

The Nassau County Industrial Development Agency (the "Agency") requests that you provide the following information to facilitate a productive initial meeting between you and representatives of the Agency. Nothing herein or by the Agency's acceptance of this Pre-Application Questionnaire shall constitute a commitment by the Agency to issue its bonds or to provide any other financial assistance.

I. PROJECT APPLICANT

Name of Applicant: _____

Address: _____

Primary Contact: _____
Telephone: _____
E-Mail: _____

Location(s) of Existing
Operations: _____

Description of Business: _____

NAICS Code (if applicable): _____

Current Employment Level: Nassau County: _____
New York State: _____

II. PROPOSED PROJECT

Description of Proposed Project (check all that apply):

- ☐ New Construction
- ☐ Addition to Existing Facility
- ☐ Renovation of Existing Facility
- ☐ Acquisition of Facility
- ☐ New machinery and equipment
- ☐ Other (specify): _____

Location of Proposed Project:

S/B/L: _____

School District: _____

Present Owner of Project Site:

Estimated Cost of Project:

\$ _____

Current Status of Project:

Requested Form(s) of Financial
Assistance (check all that apply):

- ☐ Tax-Exempt Bonds (type: _____)
- ☐ Taxable Bonds
- ☐ Real Property Tax Exemption
- ☐ Mortgage Recording Tax Exemption
- ☐ Sales and Use Tax Exemption
- ☐ Other (specify): _____

Projected Employment Level
upon Completion of Project:

Other Factors that the Agency
Should Consider in Reviewing
the Project:

Applicant Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

APPLICATION FOR FINANCIAL ASSISTANCE
(Bonds)

APPLICATION OF:

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 H to the Application. If an estimate is given, enter "EST" after the figure. One signed original and 9 copies 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 \$1,000 non-refundable application fee (the "Application Fee"); (ii) a \$3,500 expense deposit for the Agency's Bond Counsel fees and expenses (the "Counsel Fee Deposit"), and (iii) a \$2,500 expense deposit for the cost/benefit analysis with respect to the project contemplated by this Application (the "Cost/Benefit 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 and the Cost/Benefit Deposit to defray the cost of Bond Counsel fees and expenses and/or the cost of obtaining a cost/benefit analysis with respect to the Project. In the event that the subject transaction does close, the Counsel Fee Deposit and the Cost/Benefit 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.

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.

DATE

PART I. APPLICANT

A. APPLICANT FOR FINANCIAL ASSISTANCE (If more than one applicant, copy application and complete for each applicant):

Name: _____

Address: _____

Primary
Contact: _____

Phone: _____ Fax: _____

E-Mail: _____

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

NAICS Code #: _____

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: _____

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

C. ANY ENTITY PROPOSED TO BE A USER OF THE PROJECT:

Name: _____

Relationship to Applicant: _____

D. APPLICANT COUNSEL (subject to Agency approval):

Firm name: _____

Address: _____

Primary _____

Contact: _____

Phone: _____

Fax: _____

E-Mail: _____

E. Principal stockholders, members or partners, if any (i.e., owners of 10% or more of equity/voting rights in Applicant):

Name	Percentage owned
_____	_____ %
_____	_____ %
_____	_____ %

F. If any of the persons described in the response to the preceding Question, or a group of said persons, owns more than a 50% interest in the Applicant, list all other entities which are related to the Applicant by virtue of such persons having more than a 50% interest in such entities:

- G. Is the Applicant related to any other entity by reason of more than 50% common ownership? If YES, indicate name of related entity and relationship:

YES ____

NO ____

- H. List parent corporation, sister corporations and subsidiaries, if any:

- I. (To be completed only if Applicant is seeking tax-exempt bond financing)

1. Has the Applicant (or any 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 ____

2. Has the Applicant (including any related entity or person) received or benefited from within the past six months, or is contemplating to receive or benefit from within the next six months, tax-exempt financing anywhere within the United States? If YES, describe:

YES ____

NO ____

3. Will the proposed bond issue, when combined with all other outstanding tax-exempt "qualified small issue" manufacturing bond issues of the Applicant or any related entity, exceed the aggregate principal amount of \$40,000,000?

YES ____

NO ____

4. Is the Applicant seeking federally tax-exempt bonds as a manufacturing facility?

YES ____

NO ____

If YES, complete the attached Tax-Exempt Bond Manufacturing Questionnaire (Schedule A) and provide an estimate of the capital expenditures of the Applicant, and its affiliates and subsidiaries in Nassau County, during the past three years:

\$ _____

- J. Is the Applicant (including any parent company, subsidiary 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.

YES ____

NO ____

- K. Has the Applicant (or any parent company, subsidiary 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.

YES ____

NO ____

- L. Has the Applicant (or any parent company, subsidiary or related entity or person) or any principal(s) of the Applicant or its related entities, ever been charged with or 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 charged or convicted of a felony or misdemeanor (other than minor traffic offenses)? If YES, attach details.

YES ____

NO ____

- M. Has the Applicant (or any parent company, subsidiary 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 pending proceeding or investigation with respect to) a 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.

YES ____

NO ____

- N. Is the Applicant (or any parent company, subsidiary 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.

YES ____

NO ____

- O. 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do any of the foregoing principals hold elected or appointive public positions? If YES, attach details.

YES ____

NO ____

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 ____

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

1. (a) Location: _____

(b) Number of Employees: Full-Time: ____ Part-Time: ____

(c) Annual Payroll, excluding benefits: _____

(d) Type of operation (e.g. manufacturing, wholesale, distribution)
and products or services: _____

(e) Size of existing facility real property
(i.e., acreage of land): _____

(f) Buildings (number and square footage of each): _____

(g) Applicant's interest in the facility.

FEE TITLE (i.e. own)

LEASE

OTHER (describe below)

(h) If Applicant leases, state annual rent
and lease expiration date: _____

2. If any of the facilities described above are located within the State of New York, is it expected that any of the described facilities will be closed or be subject to reduced activity? If YES, complete the attached Anti-Raiding Questionnaire (Schedule D).

YES ____

NO ____

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

YES ____

NO ____

- R. 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 ____

- S. 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.

YES ____

NO ____

- T. Attach a brief history of the Applicant and its business/operations.

By signing this Application, the Applicant 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.

PART II. PROPOSED PROJECT

A. Description of proposed Project (check all that apply):

- ☐ New Construction
- ☐ Addition to Existing Facility
- ☐ Renovation of Existing Facility
- ☐ Acquisition of Facility
- ☐ New machinery and equipment
- ☐ Other (specify): _____

B. Briefly describe 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:

C. 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.

D. Location of Project (attach map showing the location):

Street Address:

City/Village(s):

Town(s):

School District(s):

Section: _____

Block: _____

Lot: _____

Census Tract Number: _____

If exact street address is not available, please provide a survey and the most precise description available.

E. Describe the present use of the Project site: _____.

F. (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):

Land: \$ _____ Building(s): \$ _____

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

YES ____

NO ____

G. Describe Project ownership structure (*i.e.*, Applicant or other entity):

H. 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.)

I. If any space in the Project is to be leased to or occupied by third parties, 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:

J. Provide, to the extent available, the information requested, in Part I, Questions A, B, E and P, with respect to any party described in the preceding response.

K. List principal items or categories of equipment to be acquired as part of the Project:

L. Will Project meet zoning/land use requirements at proposed location?

YES _____

NO _____

1. Describe present zoning/land use: _____
 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:
- _____
- _____

M. 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 _____

N. 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: _____

O. 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 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 ____

- P. 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 E).

Retail Sales: YES ____ NO ____ Services: YES ____ NO ____

- Q. 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):

- R. Identify the following Project parties (if applicable):

Architect: _____

Engineer: _____

Contractors: _____

- S. 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 ____

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

YES _____

NO _____

PART III. PROJECT COSTS

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

	<u>Item</u>	<u>Cost</u>
1.	Land Acquisition	\$ _____
2.	Building Acquisition	\$ _____
3.	Construction or Renovation	\$ _____
4.	Site Work	\$ _____
5.	Infrastructure Work	\$ _____
6.	Engineering Fees	\$ _____
7.	Architectural Fees	\$ _____
8.	Applicant's Legal Fees	\$ _____
9.	Financial Fees (incl. lender legal fees)	\$ _____
10.	Other Professional Fees	\$ _____
11.	Furniture, Equipment & Machinery	\$ _____
12.	Other Soft Costs (describe)	\$ _____
13.	Other (describe)	\$ _____
	Total	\$ _____

- B. Source of Funds for Project Costs:

a.	Bank Financing:	\$ _____
b.	Public Financing	\$ _____
c.	Tax Exempt Bonds	\$ _____
d.	Taxable Bonds	\$ _____
e.	Equity	\$ _____
	TOTAL	\$ _____

- 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 ____

- 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 ____

- 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 YES, indicate with whom (subject to Agency approval).

YES ____

NO ____

PART IV. COST/BENEFIT ANALYSIS

- A. If the Applicant presently operates in Nassau County, provide the current annual payroll, excluding benefits. Estimate payroll, excluding benefits, in First Year and Second Year after completion of the Project.

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>
Full-time:	\$ _____	\$ _____	\$ _____

Part-time:	_____	_____	_____
Seasonal:	_____	_____	_____
Total Annual Payroll:	\$ _____	\$ _____	\$ _____

What is the average salary of employees presently employed by the Applicant in Nassau County? \$ _____

What is the estimated average salary of the jobs to be created by the Applicant upon completion of the Project? \$ _____

Please note that 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 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) Does the Applicant intend to employ new additional employees at the proposed Project site, or will Applicant transfer current employees from existing location(s)? If YES, describe, including the number of new employees to be hired during the year (a) starting with the date of commencement of operations (b) starting with the first anniversary of the commencement of operations and (c) starting with the second anniversary of the commencement of operations. If NO, please describe the number of current employees to be transferred and the location from where such employees would be transferred:

YES _____

NO _____

- (ii) What percentage of the jobs existing or to be created pay an amount higher than the Nassau County living wage (as determined by Nassau County from time to time):

_____ %

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

- C. What, if any, is the anticipated increase in the dollar amount of production, sales or services rendered as a result of the Project?

_____ %

- D. Describe, if applicable, other benefits to the County anticipated as a result of the Project, including a projected annual estimate of additional sales tax revenue generated, directly and indirectly, as a result of undertaking the project:

- E. Costs to the County and affected municipalities:

Estimated Value of Sales Tax Exemption: \$ _____

Estimated Value of Mortgage Tax Exemption: \$ _____

Estimated Property Tax Exemption: \$ _____

Estimated Interest Savings: \$ _____

Existing Property Tax paid on the Land and/or Building: \$ _____

Estimated new Real Property Tax Revenue if the Project did **not** receive Real Property Tax exemption: \$ _____

Estimated new Real Property Tax Revenue if the Project does receive Real Property Tax exemption: \$ _____

PART V. PROJECT CONSTRUCTION SCHEDULE

- A. Has construction work on the Project begun? If YES, indicate the percentage of completion:

1. (a) Site clearance	YES ____	NO ____	____ % complete
(b) Environmental Remediation	YES ____	NO ____	____ % complete
(c) Foundation	YES ____	NO ____	____ % complete
(d) Footings	YES ____	NO ____	____ % complete
(e) Steel	YES ____	NO ____	____ % complete

(f) Masonry YES ____ NO ____ ____% complete

(g) Interior YES ____ NO ____ ____% complete

(h) Other (describe below): YES ____ NO ____ ____% complete

2. If NO to all of the above categories, what is the proposed date of commencement of construction, renovation or acquisition 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 (attach additional sheet if necessary):

- C. At what date(s) and in what amount(s) is it estimated that funds will be required?

PART VI. ENVIRONMENTAL IMPACT

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

- 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 ____

- 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 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: _____

Sworn to before me this _____
day of _____, 20__

Notary Public

**RULES AND REGULATIONS OF THE NASSAU COUNTY
INDUSTRIAL DEVELOPMENT AGENCY**

The Nassau County Industrial Development Agency (the "Agency"), in order to better secure the integrity of the projects it sponsors, declares that it is in the public interest (i) to ensure the continuity of such projects and the jobs created by such projects, (ii) to prevent the conversion of the use of the premises upon which a sponsored project is to be constructed or renovated and (iii) to limit and prevent unreasonable profiteering or exploitation of a project, and does hereby find, declare and determine as follows:

FIRST:

Upon the approval of a sponsored project, the Agency shall take title to, or acquire a leasehold or other interest in, all premises upon which an Agency sponsored project is to be constructed or renovated, and shall lease, sublease, license, sell or otherwise transfer the premises to the Applicant for a term to be determined by the Agency.

At such time as, among other things, the Applicant fails to retain or create the jobs as represented in the Application or changes the use of the project or ownership of the project or the Applicant during the life of the project in a manner inconsistent with the Application, and such employment default or change of use or ownership does not meet with the prior written approval of the Agency, a recapture of benefits may be required to be paid by the Applicant to the Agency. The amount and sufficiency (with respect to a particular applicant) of the applicable recapture of benefits payment shall be determined by the Agency and shall be set forth in the bond documents.

SECOND:

At such time as a proposed Project is reviewed, the members of the Agency must disclose any blood, marital or business relationships they or members of their families have or have had with the Applicant (or its affiliates). The Applicant represents that no member, manager, principal, officer or director of the Applicant has any such relationship with any member of the Agency (or any member of the family of any member of the Agency).

THIRD:

All applicants must disclose whether they have been appointed, elected or employed by New York State, any political division of New York State or any other governmental agency.

FOURTH:

All proposed underwriters, credit enhancers (including banks and bond insurance companies), trustees, title companies and their respective attorneys must be satisfactory to and approved in writing by the Agency.

Understood and Agreed to:

Name of
Applicant: _____

By: _____
Name/Title:

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

The undersigned deposes and says: that I am an authorized representative of 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 and attachments thereto), and that said contents are true, correct and complete to my knowledge. Capitalized terms used but not otherwise defined in this Certification and Agreement shall have the meanings assigned to such terms in the Application.

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 and/or installation 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, bond counsel, economic development consultant and independent tax assessor (if deemed necessary or advisable by the Agency), and (ii) all other expenses 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, bond counsel, economic development consultant and independent tax assessor 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) General Counsel Fee – One-tenth (1/10) of one percent (1%) of total project costs, with a minimum fee of \$2,000.
- (D) 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.
- (E) Refundings – The Agency fee shall be determined on a case-by-case basis.
- (F) 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.

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

The Agency's 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.

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 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 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
Title:

Sworn to before me this _____
day of _____, 20__

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 I.4 of Application
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 Q.2. of Application
E.	Retail Questionnaire	If Applicant checked "YES" in Part II, Question P of Application (See Page 11)
F.	Applicant's Financial Attachments, consisting of:	All applicants
	<ol style="list-style-type: none"> 1. Applicant's audited 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 financing, if different than the Applicant, including the personal financial statement of any anticipated Guarantor that is a natural person. 5. Dun & Bradstreet report. 	
G.	Environmental Assessment Form	All applicants
H.	Other Attachments	As required

TAX-EXEMPT BOND MANUFACTURING QUESTIONNAIRE

(To be completed by the Applicant if the Applicant checked "YES" in Part I, Question I.4 of the Application for Financial Assistance).

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>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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:

**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 on January 15. The Project documents will require the Applicant to provide such report to the Agency on or before January 1 of each 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. Please be advised that the New York State Industrial Development Agency Act imposes additional annual reporting requirements on the Agency, and the Applicant will be required to furnish information in connection with such reporting, as follows:

- 1 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 be constitute a DEFAULT under the Project documents to be entered into by the Agency and the Applicant in connection with the proposed Project.

OTHER ATTACHMENTS

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:

Signature:

Name:

Title:

Date:

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 employment plan:

Applicant Name: _____

Address: _____

Type of Business: _____

Contact Person: _____ Tel. No.: _____

Please complete the following table describing the Applicant's projected employment plan following receipt of financial assistance:

<u>Current and Planned Occupations</u>	<u>Current Number Full Time Equivalent Jobs Per Occupation</u>		<u>Estimated Number of Full Time Equivalent Jobs in the County After Completion of the Project:</u>		
			<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
	<u>County</u>	<u>Statewide</u>			
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

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 _____

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 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 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-MN) (first page only). 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: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ANTI-RAIDING QUESTIONNAIRE

(To be completed by Applicant if Applicant checked "YES" in Part I, Question Q.2 of the Application for Financial Assistance)

- A. Will the completion of the Project result in the removal of a plant or facility of Applicant, or of a proposed occupant 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: _____

Names of all current occupants 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 occupant 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 occupant of the Project, in its industry?

YES ____

NO ____

- E. Is the Project reasonably necessary to discourage the Applicant, or a proposed occupant 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.

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:

RETAIL QUESTIONNAIRE

(To be completed by Applicant if Applicant checked either "YES" in Part II, Question P 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 ____

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?

_____%

- 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. Will the Project be operated by a not-for-profit corporation?

YES ____

NO ____

2. Is the Project likely to attract a significant number of visitors from outside the economic development region (i.e., Long Island) in which the Project is or will be located?

YES ____

NO ____

3. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York?

YES ____

NO ____

4. 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 ____

5. Will the Project be located in one of the following: (a) an area designed as an economic development 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 ____

If the answer to any of the subdivisions 1 through 5 of Question C is YES, attach details.

- D. If the answer to any of the subdivisions 3 through 5 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: ____%

Services: ____%

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

Retail Sales: ____%

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:

Signature:

Name:

Title:

Date:

APPLICANT'S FINANCIAL ATTACHMENTS

ENVIRONMENTAL ASSESSMENT FORM

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

APPLICATION FOR FINANCIAL ASSISTANCE
(Straight Lease)

APPLICATION OF:

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 H to the Application. If an estimate is given, enter "EST" after the figure. One signed original and 9 copies 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 \$1,000 non-refundable application fee (the "Application Fee"); (ii) a \$3,500 expense deposit for the Agency's Transaction Counsel fees and expenses (the "Counsel Fee Deposit"), and (iii) a \$[2,500] expense deposit for the cost/benefit analysis with respect to the project contemplated by this Application (the "Cost/Benefit 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 and the Cost/Benefit Deposit to defray the cost of Transaction Counsel fees and expenses and/or the cost of obtaining a cost/benefit analysis with respect to the Project. In the event that the subject transaction does close, the Counsel Fee Deposit and the Cost/Benefit 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.

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.

DATE

PART I. APPLICANT

A. APPLICANT FOR FINANCIAL ASSISTANCE (If more than one applicant, copy application and complete for each applicant):

Name: _____

Address: _____

Primary
Contact: _____

Phone: _____ Fax: _____

E-Mail: _____

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

NAICS Code #: _____

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: _____

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

C. ANY ENTITY PROPOSED TO BE A USER OF THE PROJECT:

Name: _____

Relationship to Applicant: _____

D. APPLICANT COUNSEL (subject to Agency approval):

Firm name: _____

Address: _____

Primary
Contact: _____

Phone: _____

Fax: _____

E-Mail: _____

E. Principal stockholders, members or partners, if any (i.e., owners of 10% or more of equity/voting rights in Applicant):

Name	Percentage owned
_____	_____ %
_____	_____ %
_____	_____ %

F. If any of the persons described in the response to the preceding Question, or a group of said persons, owns more than a 50% interest in the Applicant, list all other entities which are related to the Applicant by virtue of such persons having more than a 50% interest in such entities:

- G. Is the Applicant related to any other entity by reason of more than 50% common ownership? If YES, indicate name of related entity and relationship:

YES ____

NO ____

- H. List parent corporation, sister corporations and subsidiaries, if any:

- I. Is the Applicant (including any parent company, subsidiary 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.

YES ____

NO ____

- J. Has the Applicant (or any parent company, subsidiary 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.

YES ____

NO ____

- K. Has the Applicant (or any parent company, subsidiary or related entity or person) or any principal(s) of the Applicant or its related entities, ever been charged with or 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 charged or convicted of a felony or misdemeanor (other than minor traffic offenses)? If YES, attach details.

YES ____

NO ____

- L. Has the Applicant (or any parent company, subsidiary 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 pending proceeding or investigation with respect to) a 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.

YES ____

NO ____

- M. Is the Applicant (or any parent company, subsidiary 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.

YES ____

NO ____

- 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do any of the foregoing principals hold elected or appointive public positions? If YES, attach details.

YES ____

NO ____

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 ____

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

1. (a) Location: _____

(b) Number of Employees: Full-Time: ____ Part-Time: ____

(c) Annual Payroll, excluding benefits: _____

(d) Type of operation (e.g. manufacturing, wholesale, distribution)
and products or services: _____

(e) Size of existing facility real property
(i.e., acreage of land): _____

(f) Buildings (number and square footage of each): _____

(g) Applicant's interest in the facility.

FEE TITLE (i.e. own) LEASE OTHER (describe below)

(h) If Applicant leases, state annual rent
and lease expiration date: _____

2. If any of the facilities described above are located within the State of New York, is it expected that any of the described facilities will be closed or be subject to reduced activity? If YES, complete the attached Anti-Raiding Questionnaire (Schedule D).

YES ____ NO ____

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

YES ____ NO ____

- 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 ____

- 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.

YES ____ NO ____

- S. Attach a brief history of the Applicant and its business/operations.

By signing this Application, the Applicant 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.

PART II. PROPOSED PROJECT

A. Description of proposed Project (check all that apply):

- ☐ New Construction
- ☐ Addition to Existing Facility
- ☐ Renovation of Existing Facility
- ☐ Acquisition of Facility
- ☐ New machinery and equipment
- ☐ Other (specify): _____

B. Briefly describe 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:

C. If the Applicant is unable to obtain 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 financial assistance? Describe.

D. Location of Project (attach map showing the location):

Street Address:

City/Village(s):

Town(s):

School District(s):

Section: _____ Block: _____ Lot: _____

Census Tract Number: _____

If exact street address is not available, please provide a survey and the most precise description available.

- E. Describe the present use of the Project site: _____.
- F. (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):

Land: \$ _____ Building(s): \$ _____

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

YES ____

NO ____

- G. Describe Project ownership structure (*i.e.*, Applicant or other entity):

- H. 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.)

- I. If any space in the Project is to be leased to or occupied by third parties, 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:

- J. Provide, to the extent available, the information requested, in Part I, Questions A, B, E and N, with respect to any party described in the preceding response.

- K. List principal items or categories of equipment to be acquired as part of the Project:

L. Will Project meet zoning/land use requirements at proposed location?

YES ____

NO ____

1. Describe present zoning/land use: _____
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:

M. 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 ____

N. 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: _____

O. 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 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 _____

- P. 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 E).

Retail Sales: YES _____ NO _____ Services: YES _____ NO _____

- Q. 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):

- R. Identify the following Project parties (if applicable):

Architect: _____

Engineer: _____

Contractors: _____

- S. 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 _____

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

YES _____

NO _____

PART III. PROJECT COSTS

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

	<u>Item</u>	<u>Cost</u>
1.	Land Acquisition	\$ _____
2.	Building Acquisition	\$ _____
3.	Construction or Renovation	\$ _____
4.	Site Work	\$ _____
5.	Infrastructure Work	\$ _____
6.	Engineering Fees	\$ _____
7.	Architectural Fees	\$ _____
8.	Applicant's Legal Fees	\$ _____
9.	Financial Fees (incl. lender legal fees)	\$ _____
10.	Other Professional Fees	\$ _____
11.	Furniture, Equipment & Machinery	\$ _____
12.	Other Soft Costs (describe)	\$ _____
13.	Other (describe)	\$ _____
	Total	\$ _____

- B. Source of Funds for Project Costs:

a.	Bank Financing:	\$ _____
b.	Public Financing	\$ _____
c.	Tax Exempt Bonds	\$ _____
d.	Taxable Bonds	\$ _____
e.	Equity	\$ _____
	TOTAL	\$ _____

- 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. Has the Applicant made any arrangement for the provision of third party financing? If YES, indicate with whom (subject to Agency approval).

YES ____

NO ____

PART IV. COST/BENEFIT ANALYSIS

- A. If the Applicant presently operates in Nassau County, provide the current annual payroll, excluding benefits. Estimate payroll, excluding benefits, in First Year and Second Year after completion of the Project.

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>
Full-time:	\$ _____	\$ _____	\$ _____
Part-time:	_____	_____	_____
Seasonal:	_____	_____	_____
Total Annual Payroll:	\$ _____	\$ _____	\$ _____

What is the average salary of employees presently employed by the Applicant in Nassau County? \$ _____

What is the estimated average salary of the jobs to be created by the Applicant upon completion of the Project? \$ _____

Please note that 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 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) Does the Applicant intend to employ new additional employees at the proposed Project site, or will Applicant transfer current employees from existing location(s)? If YES, describe, including the number of new employees to be hired during the year (a) starting with the date of commencement of operations (b) starting with the first anniversary of the commencement of operations and (c) starting with the second anniversary of the commencement of operations. If NO, please describe the number of

current employees to be transferred and the location from where such employees would be transferred:

YES ____

NO ____

(ii) What percentage of the jobs existing or to be created pay an amount higher than the Nassau County living wage (as determined by Nassau County from time to time):

_____%

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

- C. What, if any, is the anticipated increase in the dollar amount of production, sales or services rendered as a result of the Project?

_____%

- D. Describe, if applicable, other benefits to the County anticipated as a result of the Project, including a projected annual estimate of additional sales tax revenue generated, directly and indirectly, as a result of undertaking the project:

- E. Costs to the County and affected municipalities:

Estimated Value of Sales Tax Exemption: \$ _____

Estimated Value of Mortgage Tax Exemption: \$ _____

Estimated Property Tax Exemption: \$ _____

Existing Property Tax paid on the Land and/or Building: \$ _____

Estimated new Real Property Tax Revenue if the Project did **not** receive Real Property Tax exemption: \$ _____

Estimated new Real Property Tax Revenue
if the Project does receive Real Property Tax
exemption:

\$ _____

PART V. PROJECT CONSTRUCTION SCHEDULE

- A. Has construction work on the Project begun? If YES, indicate the percentage of completion:

- | | | | | |
|----|-------------------------------|----------|---------|-----------------|
| 1. | (a) Site clearance | YES ____ | NO ____ | ____ % complete |
| | (b) Environmental Remediation | YES ____ | NO ____ | ____ % complete |
| | (c) Foundation | YES ____ | NO ____ | ____ % complete |
| | (d) Footings | YES ____ | NO ____ | ____ % complete |
| | (e) Steel | YES ____ | NO ____ | ____ % complete |
| | (f) Masonry | YES ____ | NO ____ | ____ % complete |
| | (g) Interior | YES ____ | NO ____ | ____ % complete |
| | (h) Other (describe below): | YES ____ | NO ____ | ____ % complete |

2. If NO to all of the above categories, what is the proposed date of commencement of construction, renovation or acquisition 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 (attach additional sheet if necessary):

PART VI. ENVIRONMENTAL IMPACT

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

- 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 ____

- 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 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: _____

Sworn to before me this _____
day of _____, 20__

Notary Public

**RULES AND REGULATIONS OF THE NASSAU COUNTY
INDUSTRIAL DEVELOPMENT AGENCY**

The Nassau County Industrial Development Agency (the "Agency"), in order to better secure the integrity of the projects it sponsors, declares that it is in the public interest (i) to ensure the continuity of such projects and the jobs created by such projects, (ii) to prevent the conversion of the use of the premises upon which a sponsored project is to be constructed or renovated and (iii) to limit and prevent unreasonable profiteering or exploitation of a project, and does hereby find, declare and determine as follows:

FIRST:

Upon the approval of a sponsored project, the Agency shall take title to, or acquire a leasehold or other interest in, all premises upon which an Agency sponsored project is to be constructed or renovated, and shall lease, sublease, license, sell or otherwise transfer the premises to the Applicant for a term to be determined by the Agency.

At such time as, among other things, the Applicant fails to retain or create the jobs as represented in the Application or changes the use of the project or ownership of the project or the Applicant during the life of the project in a manner inconsistent with the Application, and such employment default or change of use or ownership does not meet with the prior written approval of the Agency, a recapture of benefits may be required to be paid by the Applicant to the Agency. The amount and sufficiency (with respect to a particular applicant) of the applicable recapture of benefits payment shall be determined by the Agency and shall be set forth in the straight lease documents.

SECOND:

At such time as a proposed Project is reviewed, the members of the Agency must disclose any blood, marital or business relationships they or members of their families have or have had with the Applicant (or its affiliates). The Applicant represents that no member, manager, principal, officer or director of the Applicant has any such relationship with any member of the Agency (or any member of the family of any member of the Agency).

THIRD:

All applicants must disclose whether they have been appointed, elected or employed by New York State, any political division of New York State or any other governmental agency.

FOURTH:

All proposed lenders, title companies and their respective attorneys must be satisfactory to and approved in writing by the Agency.

Understood and Agreed to:

Name of
Applicant: _____

By: _____
Name/Title:

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

The undersigned deposes and says: that I am an authorized representative of 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 and attachments thereto), and that said contents are true, correct and complete to my knowledge. Capitalized terms used but not otherwise defined in this Certification and Agreement shall have the meanings assigned to such terms in the Application.

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 and/or installation 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 counsel, economic development consultant and independent tax assessor (if deemed necessary or advisable by the Agency), and (ii) all other expenses 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 is unable to secure 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 counsel, economic development consultant and independent tax assessor 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 "straight lease" transaction, 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) 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 \$2,000.

- (E) 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) Refinancings – 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.
- (H) Modifications – The Agency fee shall be determined on a case-by-case basis.

Transaction counsel fees and expenses are payable at closing and are based on the work performed in connection with the Project.

Upon the termination 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, transaction counsel, and all applicable recording, filing or other related fees, taxes and charges.

Name

Title:

Sworn to before me this ____
day of _____, 20__

Notary Public

TABLE OF SCHEDULES:

<u>Schedule</u>	<u>Title</u>	<u>Complete as Indicated Below</u>
A.	Intentionally omitted	
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 Q.2. of Application
E.	Retail Questionnaire	If Applicant checked "YES" in Part II, Question P of Application (See Page 11)
F.	Applicant's Financial Attachments, consisting of:	All applicants
	1. Applicant's audited 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.	
	5. Dun & Bradstreet report.	
G.	Environmental Assessment Form	All applicants
H.	Other Attachments	As required

Schedule A

Intentionally omitted

**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 on January 15. The Project documents will require the Applicant to provide such report to the Agency on or before January 1 of each 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. Please be advised that the New York State Industrial Development Agency Act imposes additional annual reporting requirements on the Agency, and the Applicant will be required to furnish information in connection with such reporting, as follows:

The following information must be provided for straight-lease transactions entered into or terminated 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.

Failure to provide any of the aforesaid information will be 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: _____

Signature: _____

Name: _____

Title: _____

Date: _____

GUIDELINES FOR ACCESS TO EMPLOYMENT OPPORTUNITIES**INITIAL EMPLOYMENT PLAN**

Prior to the granting of financial assistance, the Applicant shall complete the following employment plan:

Applicant Name: _____

Address: _____

Type of Business: _____

Contact Person: _____ Tel. No.: _____

Please complete the following table describing the Applicant's projected employment plan following receipt of financial assistance:

<u>Current and Planned Occupations</u>	<u>Current Number Full Time Equivalent Jobs Per Occupation</u>		<u>Estimated Number of Full Time Equivalent Jobs in the County After Completion of the Project:</u>		
	<u>County</u>	<u>Statewide</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

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 ____

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 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 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-MN) (first page only). 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: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ANTI-RAIDING QUESTIONNAIRE

(To be completed by Applicant if Applicant checked "YES" in Part I, Question Q.2 of the Application for Financial Assistance)

- A. Will the completion of the Project result in the removal of a plant or facility of Applicant, or of a proposed occupant 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: _____

Names of all current occupants 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 occupant 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 occupant of the Project, in its industry?

YES ____

NO ____

- E. Is the Project reasonably necessary to discourage the Applicant, or a proposed occupant 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.

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:

RETAIL QUESTIONNAIRE

(To be completed by Applicant if Applicant checked either "YES" in Part II, Question P 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 other sources) consist of facilities or property that are or will be primarily used in making retail sales to customers who personally visit the Project?

YES ____

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 other sources) 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?

_____%

- 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. Will the Project be operated by a not-for-profit corporation?

YES ____

NO ____

2. Is the Project likely to attract a significant number of visitors from outside the economic development region (i.e., Long Island) in which the Project is or will be located?

YES ____

NO ____

3. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York?

YES ____

NO ____

4. 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 ____

5. Will the Project be located in one of the following: (a) an area designed as an economic development 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 _____

If the answer to any of the subdivisions 1 through 5 of Question C is YES, attach details.

- D. If the answer to any of the subdivisions 3 through 5 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: _____%

Services: _____%

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

Retail Sales: _____%

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:

Signature:

Name:

Title:

Date:

APPLICANT'S FINANCIAL ATTACHMENTS

ENVIRONMENTAL ASSESSMENT FORM

OTHER ATTACHMENTS

EXHIBIT J

Procurement Policy

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Statement of Procurement Policy and Procedures

This Statement of Procurement Policy and Procedures is adopted pursuant to Section 104-b of the New York State General Municipal Law ("GML") and Section 2824 of the Public Authorities Law

Scope: In accordance with Section 2824 of the Public Authorities Law and Section 104-b of the GML, the Nassau County Industrial Development Agency (the "Agency") is required to adopt procurement policies with respect to the procurement of goods and services paid for by the Agency for its own use and account. Procurements for the benefit of a third party and for which payment is made from funds provided by such third party or any other person or entity other than the Agency, shall not be subject to the requirements of this Statement of Procurement Policy and Procedures (this "Policy").

Although the Agency is not obligated pursuant to the GML to require competitive bidding on its contracts, the Agency finds that its objectives are advanced by requiring public bidding in certain instances.

Purpose: The primary objectives of this Policy are to assure the prudent and economical use of Agency moneys, to facilitate the acquisition by the Agency of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

Finance Committee: The Finance Committee of the Agency shall oversee any procurement process undertaken by the Executive Director on behalf of the Agency.

Procedures: The Agency shall, unless the members of the Agency adopt a resolution providing otherwise, adhere to the following procedures:

I. Pre-Procurement Determination

Prior to the commencement of any procurement, the Executive Director shall prepare a written statement setting forth the basis for (a) any determination that a competitive process is not required for such procurement, or (2) any determination that such procurement is not subject to one (1) or more other requirements of this Policy.

The Executive Director shall advise the Finance Committee of the initiation of any procurement process by the Executive Director on behalf of the Agency and his or her intended method of procuring the required goods or services. The Executive Director shall keep the Finance Committee advised as to the status of each procurement process.

II. Competitive Procurement

- A. Rule: Except as otherwise set forth in this Policy, a competitive process is required for the procurement of the following contracts:

- (i) a “public work contract” involving an expenditure of more than \$20,000. A “public work contract” means a contract between the Agency and a contractor pursuant to which the contractor provides services (including construction services) or labor to the Agency for the Agency’s own use or account.
 - (ii) a “purchase contract” involving an expenditure of more than \$10,000. A “purchase contract” means a contract between the Agency and a contractor pursuant to which the Agency acquires commodities, materials, supplies or equipment from a contractor.
- B. Competitive Process: The competitive process to be utilized shall, unless the members of the Agency adopt a resolution providing otherwise, be overseen by the Executive Director and comply with the following:
 - (i) All solicitations and requests for proposals should be in writing and should incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description should not contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, should set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors should be clearly stated and should identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - (ii) Requests for bids/proposals should be publicly advertised by placing them on the Agency and/or the Nassau County website and/or by placing notice in either a newspaper of general circulation or a trade journal, if appropriate. The goal of this Policy is to seek the widest, cost-effective distribute of the request for bids/proposals.
 - (iii) Bids/proposals should be solicited from an adequate number of qualified sources.
 - (iv) The Executive Director should establish a method for conducting evaluations of the bids/proposals received and for selecting awardees for the procurement in accordance with this Policy.
- C. Exceptions: Notwithstanding the provisions of Section II.A. above, a competitive process is not required:
 - (i) for certain purchases made through Nassau County or other counties in New York State pursuant to Section 103(3) of the GML;

- (ii) for certain purchase made through the State of New York pursuant to Section 104 of the GML;
- (iii) for certain purchase made from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law;
- (iv) for certain purchases of articles manufactured in correctional institutions pursuant to Section 186 of the Correction Law;
- (v) in the event of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or life, health, safety or property of some or all of the inhabitants of Nassau County require immediate action which cannot await a competitive procurement;
- (vi) for the purchase of surplus and second-hand supplies, material or equipment, which may be purchased from the federal government, the State of New York or from any political subdivision, district or public benefit corporation of the State of New York;
- (vii) where the members of the Agency adopt a resolution waiving the competitive process because such process is deemed impracticable under the circumstances; and
- (viii) where there is only one possible source from which to procure the required good or service and it is determined by resolution of the members of the Agency that the required good or service has unique benefits, the cost is reasonable for the good or service and there is no competition reasonably available.

III. Non-Competitive Procurement for Purchase Contracts Under \$10,000

- A. Purchase Contracts Valued at \$500 and Under. All purchase contracts valued at \$500 and under shall be awarded by the Executive Director using his/her judgment as to the most appropriate vendor, without further documentation.
- B. Purchase Contracts Valued at over \$500 but Not Exceeding \$3,000. The Executive Director shall use reasonable efforts to obtain at least three (3) verbal bids or price quotations for such procurement. The Executive Director shall document, in reasonable detail, such efforts and the result.
- C. Purchase Contracts Valued at \$3,000 but Not Exceeding \$10,000. The Executive Director shall use reasonable efforts to obtain at least three (3) written/fax bids or price quotations for such procurement. The Executive Director shall document, in reasonable detail, such efforts and the result.

IV. Non-Competitive Procurement for Public Work Contracts Under \$20,000

- A. Public Work Contracts Valued at \$1,000 and Under. All public work contracts valued at \$1,000 and under shall be awarded by the Agency's Executive Director using his/her judgment as to the most appropriate vendor, without further documentation.
- B. Public Work Contracts Valued at over \$1,000 but Not Exceeding \$5,000. The Executive Director shall use reasonable efforts to obtain at least three (3) verbal bids or price quotations for such procurement. The Executive Director shall document, in reasonable detail, such efforts and the result.
- C. Public Work Contracts Value at Over \$5,000 but Not Exceeding \$20,000. The Executive Director shall use reasonable efforts to obtain at least three (3) written/fax bids or price quotations for such procurement. The Executive Director shall document, in reasonable detail, such efforts and the result.
- D. Exceptions.
 - (i) Professional Services. Contracts for professional services involving application of specialized expertise, the use of professional judgment and/or a high degree of creativity shall not be subject to the competitive process above. Professional services include services which require special education and/or training, license to practice or are creative in nature. Furthermore, professional service contracts often involve a relationship of personal trust and confidence. Examples of professional and creative services are: (a) legal counseling and representation (including general and bond counsel); (ii) medical services; (iii) engineering and architectural services; (iv) lobbying, legislative and intergovernmental relations advice and representation; and (v) public relations services. All contracts for professional services shall be awarded by resolution of the members of the Agency based upon a consideration of cost, experience, expertise, reputation, location and suitability for the needs of the Agency. Where a competitive process is not utilized, the Agency shall, at a minimum, solicit alternative proposals or quotations by request for proposals, or written or verbal quotations, unless such solicitation of alternative proposals or quotations will not be in the best interest of the Agency.
 - (ii) Insurance. All insurance policies shall be procured in accordance with the following procedures:
 - (a) Premium not exceeding \$10,000. The Executive Director shall use reasonable efforts to obtain verbal quotations from at least three (3) agents or insurance companies. The Executive Director shall document, in reasonable detail, such efforts and the result.
 - (b) Premium exceeding \$10,000. The Executive Director shall use reasonable efforts to obtain written/fax quotations from at least three (3) agents or

insurance companies. The Executive Director shall document, in reasonable detail, such efforts and the result.

- (iii) Marketing. Contracts for marketing, promotional advertising and sponsorship of charitable and civic events and similar services shall not be subject to the competitive process set forth above, provided that the members of the Agency shall determine by resolution that such contract is in furtherance of the purposes of the Agency. Notwithstanding the foregoing, the award of contracts, of up to \$2,500 each, for marketing, promotional advertising, sponsorship and similar services may be awarded by the Executive Director using his/her judgment, in keeping with the best interests of the Agency.

V. Award/Documentation of Contracts

- A. Basis for Award of Contracts. Contracts will be awarded to the lowest cost responsible offeror/bidder who meets the specifications for the procurement, except in circumstances that the Executive Director determines justify an award to other than the lowest cost responsible offeror/bidder.
- B. Justification of Award to Other Than Lowest Cost Offer/Bid. In making a determination to award a contract to other than the lowest cost responsible offeror/bidder, the Executive Director shall consider relevant factors, including, without limitation:
 - (i) Delivery requirements;
 - (ii) Quality requirements;
 - (iii) Past vendor performance;
 - (iv) Quality;
 - (v) The unavailability of three (3) or more contractors/vendors who are able to quote/bid on the procurement; and
 - (vi) That it may be in the best interest of the Agency to consider only one (1) contractor/vendor who has previous expertise with respect to a particular procurement.
- C. Documentation.
 - (i) A record of all solicitations for proposals or quotations, the response (if applicable), and any determinations pursuant thereto shall be maintained in the Agency's procurement file.
 - (ii) For each procurement, the Executive Director shall set forth in writing the category of procurement being made and what method of procurement is being utilized.

- (iii) For procurements not subject to the competitive process, documentation should include a memo to the Agency's procurement file which details why the procurement is not subject to the competitive process and include, as applicable, a description of the facts and circumstances giving rise to the exception.
- (iv) Whenever a contract is awarded to other than the lowest cost responsible offeror/bidder, the reasons therefore shall be set forth in writing and maintained in the procurement file.
- (v) Whenever the specified number of quotations/bids cannot or will not be obtained, the reasons therefore shall be set forth in writing and maintained in the procurement file.

VI. Miscellaneous Provisions

- A. Minority and Women-Owned Business Enterprises. The Agency shall comply with all applicable legal requirements relating to the hiring of such businesses.
- B. Procurement Lobbying Law. In accordance with Chapter 1 of the 2005 Laws of New York (the "Procurement Lobbying Law"), the Agency shall implement the provisions of such Procurement Lobbying Law for any contract or other agreement for any procurement involving an estimated annualized expenditure in excess of \$15,000.
- C. Comments concerning this Policy shall be solicited from the members of the Agency from time to time and the Agency should review this Policy annually.
- D. The Executive Director shall present any legal issues regarding the applicability of the provisions of this Policy to the Agency's General Counsel.
- E. Subject to the foregoing limitations on the awards of contracts for goods and services, the Executive Director and Administrative Director are authorized and empowered to request proposals and/or qualifications and otherwise obtain information regarding potential Agency contracts.
- F. THE FOREGOING PROCEDURES ARE IN ADDITION TO AND NOT IN LIEU OF THE SAFEGUARDS AND PROCEDURES ADOPTED BY THE AGENCY FROM TIME TO TIME REGARDING CHECK WRITING AUTHORITY AND THE AGENCY'S BUDGET PROCESS.
- G. In the absence or unavailability of the Agency's Executive Director to act as aforesaid, the Chairman or Vice Chairman may, orally or in writing, authorize the Administrative Director to award any contracts with the same authority of the Executive Director as aforesaid.
- H. The Agency may, from time to time, adopt different procedures, or deviate from any of the above procedures, on a case-by-case basis.

- I. Pursuant to Section 104-b of the GML, the unintentional failure to fully comply with the provisions of this Policy shall not be grounds to void action taken or give rise to a cause of action against the Agency or any member, officer or employee thereof.

Adopted by the members of the Agency as of the 14th day of June, 2010.

05-387087.1

EXHIBIT K

Code of Ethics

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

CODE OF ETHICS

I. Introduction and Purpose:

The members of the Nassau County Industrial Development Agency (the "Agency") have adopted this code of ethics (this "Code") with respect to the Agency's members, officers and employees (collectively, the "Representatives"). The purpose of having this Code is to protect the credibility and reputation of the Agency by ensuring high standards of honesty, integrity, and conduct on the part of its Representatives. This Code articulates the ethical standards to be observed by the Representatives in pursuing and implementing the Agency's corporate purposes, and setting rules and policies that prevent conflicts of interest. Each Representative has been provided with a copy of this Code and is required to review it annually.

II. Definitions:

- a. "General Counsel" shall mean the person or firm designated by the members of the Agency from time to time as the general counsel of the Agency.
- b. "Immediate Family" means a spouse, domestic partner, unemancipated child and, if they live with the Representative for more than three (3) months in any particular calendar year, a parent or sibling.
- c. "Owner" means a person having an interest in a business, firm, enterprise or association that exceeds 5% of the beneficial ownership thereof or an investment of \$50,000 in cash or other form of commitment therein, whichever is less, or 5% or \$50,000 of the entity's indebtedness, whichever is less, and any lesser interest in a business, firm, enterprise or association when the person exercises managerial control or responsibility regarding any such business, firm, enterprise or association, but shall not include interests held in any pension plan, deferred compensation plan or mutual fund, the investments of which are not controlled by the person, or in any blind trust that holds or acquires an ownership interest in such business, firm, enterprise or association.

III. Standards:

- a. Each Representative shall comply with and adhere to the provisions of Article 18 of the General Municipal Law of the State of New York

(Conflicts of Interest), as amended from time to time, and shall comply, in all material respects, with the provisions of this Code.

- b. A Representative shall not accept other employment engage in any business or professional activity that impairs his or her independence of judgment in the exercise of his or her or her duties for the Agency.
- c. A Representative shall not accept employment or engage in any business or professional activity that requires him or her to disclose confidential information which he or she has gained by reason of his or her position with the Agency. Confidential information acquired by a Representative in the course of his or her duties for the Agency shall be held in strict confidence, except when disclosure is required by applicable law, and shall not be used for personal gain by the Representative or for the personal gain of his or her Immediate Family or others. A Representative shall not transmit any information about the Agency or its deliberations or decisions or any other information obtained from the Agency to any other person, except to the extent the information is otherwise publicly available or such disclosure is required by applicable law.
- d. A Representative shall not accept any valuable gift, whether in the form of services, loan, thing, promise or any other form from any person, business, firm, enterprise or association which, to his or her knowledge, is interested, directly or indirectly, in any manner whatsoever, in business or professional dealings with the Agency; provided, however, this standard shall not prohibit the acceptance of gifts having a value of less than \$75 per annum per individual or entity making such gift(s). By way of example and not of limitation, (i) a meal served at a business meeting to all persons attending such meeting shall not be prohibited by this standard, and (ii) tickets to sporting or other events unrelated to the business of the Agency would be subject to the application of this standard.
- e. Other than in connection with a business or professional event or meeting or similar marketing event, a Representative shall not use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself, his or her Immediate Family or others.
- f. A Representative shall not engage in any transaction as representative of the Agency with any business, firm, enterprise or association (1) in which he or she is an Owner, (ii) in which he or she has any other direct or indirect financial interest that conflicts with the proper discharge of his or her official duties, or (iii) for which he is acting as an attorney, agent broker or representative.
- g. A Representative shall not by his or her conduct give reasonable basis for the impression that any person can improperly influence him or her, unduly enjoy his or her favor in the performance of his or her official

duties, or that he or she is affected by the kinship, rank, position or influence of any party or person.

- h. No Representative nor any firm, business, enterprise or association of which such Representative is an Owner shall sell goods or services to any person, business, firm, enterprise or association which receives financial assistance from the Agency.
- i. A Representative shall not accept or arrange for himself or herself or for his or her Immediate Family any loan or extension of credit from the Agency or any affiliate of the Agency.

IV. Disclosure Procedure:

- a. A Representative having a financial or other private interest, direct or indirect, or whose Immediate Family has a financial or other private interest, direct or indirect, in the outcome of any decision made by the Agency shall publicly disclose, in writing, such interest and the nature and extent thereof to the members of the Agency and shall abstain from any participation in the review, evaluation or decision making process with respect to such decision.
- b. A copy of each disclosure made pursuant to Paragraph IV(a) above shall be filed and maintained by the Agency as a public record.
- c. If, at any time, a Representative is in doubt as to the applicability or proper application of any provision of this Code, such Representative shall immediately make the facts and circumstances known to General Counsel and shall comply with any instructions given to such Representative by General Counsel.
- d. Except as otherwise directed by such instructions from General Counsel, the Representative shall refrain from making any decision or taking any action that he or she believes is, or might be, in violation of any provision of this Code.

V. Future Employment:

No Representative shall, within a period of one (1) year after the termination of his or her service to or employment by the Agency, appear before the Agency or advocate to the Agency or any of its members on behalf of any person, business, firm, enterprise or association in relation to any proceeding, matter, case or application with respect to which such Representative was directly concerned or involved during the period of his or her service to or employment by the Agency.

VI. Waivers:

The members of the Agency may, on a case by case basis, upon resolution duly adopted and after full disclosure to them of all relevant facts, waive any of the foregoing standards in any particular circumstance, subject to applicable law.

VII. Violations:

In addition to any penalty contained in any other provision of law, any Representative who shall knowingly and intentionally violate any of the provisions of this Code may be fined, suspended or removed from office or employment with the Agency in the manner provided by law.

VIII. Severability:

The various provisions of this Code are explicitly intended to be construed to be in addition to the requirements of Article 18 of the General Municipal Law and Section 2824 of the Public Authorities Law. Should any portion of this Code be determined to be unconstitutional or improper, said determination shall have no bearing on the severable remainder of this Code.

EXHIBIT L

EEO Policy

Nassau County Industrial Development Agency

Equal Employment Opportunity Policy

Adopted June 14, 2010

EEO Contact List

Jeffrey Seltzer, Chairman
Nassau County Industrial Development Agency
40 Main Street, 3rd floor
Hempstead, NY 11550

Tel: 516-572-1966
Fax: 516-572-1986
E-Mail: jseltzer@nassauida.org

Joseph Kearney, Executive Director
Nassau County Industrial Development Agency
40 Main Street, 3rd floor
Hempstead, NY 11550

Tel: 516-572-1966
Fax: 516-572-1986
E-Mail: jkearney@nassauida.org

Equal Employment Opportunity Policy

Nassau County Industrial Development Agency
40 Main Street
Hempstead, NY 11550

1. Workforce Environment Statement

An Equal Opportunity Employer

The Nassau County Industrial Development Agency (the "Agency") is committed to a policy of equal opportunity and does not discriminate against employees or applicants for employment on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, or ordinances. This equal employment opportunity policy (this "Policy") shall apply to all members and employees, part-time, full time, temporary or seasonal and to all other terms and conditions of employment with the Agency.

The Agency has a firm commitment to a zero tolerance policy in the workplace with regard to any forms of illegal discrimination or harassment. It is our goal to provide a workplace where diversity and equality are embraced. In fact, we view this goal as a key to our success. We must make every reasonable effort to ensure that all employment related decisions are based on non-discriminatory factors like performance, commitment, position requirements, and other job related criteria.

The Agency actively seeks to employ and advance qualified individuals, regardless of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, and veteran status.

Sexual and Other Forms of Harassment

The Agency has adopted an explicit prohibition with respect to sexual and other forms of harassment that create a hostile work environment. Sexual and other harassment are forms of misconduct that undermine the employment relationship. No employee, either male or female, should be subjected, verbally or physically, to unsolicited and unwelcome sexual overtures or other harassing conduct.

While it is not easy to define precisely, harassment refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and therefore interferes with work effectiveness. As part of its continuing Equal Employment Opportunity efforts and pursuant to guidelines on sex discrimination issued by the EEOC, the Agency fully supports federal, state, local and laws that protect and safeguard the rights and opportunities of all people who seek, obtain and hold employment without subjugation to sexual or other harassment or discrimination in the workplace.

Behavior that amounts to sexual or other harassment may result in disciplinary action, up to and including dismissal and, where appropriate, referral to the applicable authorities. The Agency expects that all of its employees as well as members, volunteers, contractors, and other non-employees will treat each other and our customers and applicants with courtesy, dignity and respect. Just as we do not tolerate violations of other laws in our workplace, we do not tolerate violations of the laws prohibiting harassment and expect all employees to immediately report any such incidents that they may experience or observe.

Definition

The Agency has adopted, and its zero tolerance policy is based on, the definition of sexual harassment set forth by the Equal Employment Opportunity Commission ("EEOC"). This Policy prohibits any form of sexual harassment, including, but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, or
- in third party situations, one individual is offended by the sexual interaction, conduct or communications between others.

Retaliation

Any member or employee of the Agency has a legal right, at any time, to raise the issue of discrimination or harassment without fear of reprisal.

Reasonable Accommodation for Religious Observance/Beliefs

Employee leave requests for religious observance shall be granted, including days off for religious observance, unless doing so would create an undue hardship on the Agency, such as an obstruction to the proper operation of the Agency's functions.

Reasonable Accommodation for Disability

The Agency will not discriminate against people with disabilities in regard to any employment practices or terms, conditions, and privileges of employment. The Agency, in accordance with this Policy and applicable law, will make reasonable accommodations to otherwise qualified employment applicants and employees with disabilities to enable them to perform the essential functions of their jobs and to enjoy the equal benefits and privileges of employment, unless

providing such accommodation would impose an undue hardship on the proper operations of the Agency's functions.

2. Organizational Outline

a. *Chair*

The Chair of the Agency shall have ultimate authority to ensure achievement of the objectives set forth in this Policy and enforce federal, state, and local equal employment opportunity laws within the Agency.

b. *Director of Equal Employment Opportunity*

The EEO Director shall be responsible for the administration of this Policy and related plans and programs. Unless otherwise designated by the members of the Agency, the Chairman of the Governance Committee shall be the EEO Director. If the position of Chairman of the Governance Committee is vacant, the Chairman of the Agency shall be the EEO Director until a Chairman of the Governance Committee is appointed.

3. Complaint and Investigative Procedure and Complaint Form

See Appendix A for the Complaint and Investigation Procedure.

See Appendix B for the Agency Complaint Form

4. Successful Implementation of Agency Policy

Dissemination

New members and employees will receive a copy of this Policy and will be requested to read this Policy and sign a receipt acknowledging that they are aware of the standards of behavior expected. A copy of this Policy shall be distributed periodically to each employee. The EEO Director shall post this Policy in each facility. Complaint forms may be obtained by contacting the EEO Director.

Appendix A

Appendix A

COMPLAINT AND INVESTIGATION PROCEDURE: DISCRIMINATION; HARASSMENT/SEXUAL HARASSMENT

§1. Reporting

a. Initial Complaint.

- (i) An employee may file a complaint with the EEO Director, or, in the event that the employee feels it is inappropriate to address the complaint to the EEO Director, with the Chair if s/he believes that s/he has been the victim of sexual or other harassment or has been discriminated against by a member, manager, supervisor, another employee or an independent contractor working for the Agency because of actual or perceived: age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, or ordinances. Employees will not be retaliated against for consulting about sexual or other harassment or a suspicion of discrimination or for filing a complaint or cooperating in an investigation.
- (ii) A complaint may be made orally, by letter, or on a complaint form (Appendix B). However, employees are encouraged to file all complaints in writing.
- (iii) The EEO Director will assist the person in determining whether the issue s/he has raised is appropriate for resolution through the complaint process.
- (iv) A record shall be-maintained by the EEO Director of every complaint initiated. Such record shall include, but not be limited to: the date, time and manner in which the complaint was initiated; the date and time of the first meeting with the person complaining of discrimination, sexual or other harassment; a brief description of the complaint; and a description of the action agreed upon to attempt to resolve the issue. The EEO Director shall file a report containing such information, as the Chair shall require, immediately upon conclusion of the initial interview with a complainant.
 - The EEC Director shall complete the investigation and make a determination on the complaint no later than ninety (90) days from the filing of a complaint.
 - Nothing shall prevent the complainant or the EEO Director from determining at any time before such ninety (90) day period has expired that the attempt to resolve the issue is not succeeding and that the complaint should be forwarded for further investigation to the Chair.
- (v) Employees have the right to meet privately with the EEO Director during working hours. However, the employee should obtain prior approval for leaving his/her work assignment. Reasonable leave requests to meet with respect to an EEO complaint shall not be denied, and the employee need not disclose details of the purpose of the meeting.

Managers and supervisors shall allow employees to meet regarding EEO matters at the earliest practicable time consistent with the operational needs of the Agency.

b. Privacy and Confidentiality.

(i) The EEO Director shall arrange to meet with the person complaining of discrimination, sexual or other harassment in a time, place and manner that will ensure confidentiality, to the extent provided by applicable law.

(ii) The EEO Director shall treat complaints and other information provided by employees confidentially and shall not discuss any information obtained from a person who seeks his/her assistance with other personnel, except as may be necessary to conduct an investigation and/or resolve a complaint. It should be noted, however, that subsequent developments in an investigation, or litigation, may require disclosure.

c. Withdrawing a Complaint

A complaint of discrimination or sexual or other harassment maybe withdrawn at any time by the person who filed the complaint. Prior to making any determination to end an investigation where a complaint has been withdrawn, the EEO Director shall assess whether evidence has been found that requires the Agency to take corrective action and shall document such assessment and notify all the parties to the complaint and the EEO Director. The decision to proceed with corrective action shall remain exclusively with the Chair.

d. Other Places to File a Complaint

Any person who believes that s/he has experienced discrimination has a right to file a formal complaint with any federal, state or local agency having jurisdiction, some of which are listed below. A person does not give up this right when s/he files a complaint with the EEO Director. The following federal, state and local agencies investigate discrimination, harassment, sexual harassment matters and enforce laws applicable laws.

Nassau County Commission on Human Rights

240 Old Country Road, 6th floor

Mineola, NY 11501

Telephone No. (516) 571-3662

New York State Division of Human Rights

One Fordham Plaza, 4th Floor

Bronx, New York 10458

Telephone No. (718) 741-8400

New York State Division of Human Rights

175 Fulton Avenue, Suite 404

Hempstead, New York 11550

Telephone No. (516) 538-1360

U.S. Equal Employment Opportunity Commission

131 M Street, NE
Washington, D.C. 20507
Telephone No. (202) 663-4900

New York District Office

33 Whitehall Street, 5th floor
New York, NY 10004
Telephone No. 1(800) 669-4000

In addition to the above, a person with a complaint alleging discrimination based on disability may file with the **United States Department Of Justice**, Constitution Avenue & Tenth St. NW., Washington, D.C. 20530; (202) 514-0301 (Voice); (202) 514-0381 (TTY); (202) 514-0383.

§2. Investigation of Complaints.

- a.** The EEO Director shall conduct an investigation of every complaint received by or forwarded to him/her. Upon receipt of a complaint alleging that an employee has engaged, or is engaging, in unlawful discriminatory conduct or harassment, the EEO Director shall notify the Chair.
- b.** The EEO Director shall conduct a prompt, thorough and fair investigation of the allegations in the complaint, including, as appropriate, interviews of the parties involved and any relevant or necessary witnesses, review of any relevant available records and such other actions as s/he determines necessary. A person who has been named as the respondent in the complaint shall receive a copy of the complaint and shall have the opportunity to respond in writing or in person, or both. Such respondent, and all witnesses identified by the investigator as relevant, shall have the obligation to cooperation in the investigation.
- c.** The EEO Director shall make a confidential written report of the investigation to the Chair. The Chair shall review the report and take such corrective action, as s/he deems appropriate and report such action to the Agency's members.
- d.** Corrective action may include measures necessary to address the impact that any conduct in violation of the law or of Agency policy has had on the complainant and others in the workplace. Corrective action may also include disciplinary measures such as formal reprimand, suspension, probation, transfer, demotion, fine or termination. Corrective action may include referral to the appropriate authorities. Disciplinary measures shall be taken in accordance with any applicable provisions of law, rules and regulations, and collective bargaining agreements, if applicable. Documentation of any corrective action taken to resolve an EEO complaint shall be placed in the file regarding such complaint.
- e.** All parties shall be advised in writing of the outcome of the complaint.

Appendix B

Appendix B

Nassau County Industrial Development Agency ("IDA") EEO Complaint Form (Please Print & Use Ink)

Name: _____

Address _____

Position Title: _____ Department: _____

Phone: Business () _____ Home () _____

I prefer to be contacted at: ___ Home ___ Work ___ Days ___ time

Person to contact if I cannot be reached: _____
Name Phone

1. Describe the incident(s) or situation(s) that you believe were harassment or discrimination.

2. On what basis do you feel you were discriminated or harassed?

3. Please give the date of occurrence. If this is an incident of ongoing discrimination or harassment, please identify the time period: mm/dd/yy

4. Have you ever reported this or any other incident to the IDA? ☐ Yes ☐ No
If yes, when and to whom was the report made? what, if any, action has been taken by the IDA?

5. If there are witnesses to the discrimination/harassment who may be able to help in the investigation, please list names, job title and phone number (if possible).

6. What action do you request the IDA take?

7. Have you filed a grievance regarding this matter? ☐ Yes ☐ No
(Filing this complaint does not preclude you from filing elsewhere)
(If yes, answer the following)

a. Date grievance was filed?

b. Name of representative organization

c. Do you have an attorney? ☐ Yes ☐ No

d. Have you filed a complaint on this matter with any other agency? If so, please specify:

Equal Employment Opportunity Commission, date complaint file

Fair Employment Practices Commission, date complaint filed

New York State Human Rights Commission, date complaint filed

Other date complaint filed

Other:

I understand that the EEO Director will gather all information to investigate my complaint.

Signature of Complaint

Date

Office Use Only:

Complaint Received by _____ Complaint # _____

Date and Time Complaint Received _____

Date and Time Reported to EEO Director _____

EXHIBIT M

Investment Policy

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

INVESTMENT AND DEPOSIT POLICY

A. Introduction

1. Scope – This investment and deposit policy (this “Policy”) applies to all monies and other financial resources available to the Nassau County Industrial Development Agency (the “Agency”) for investment and deposit on its own behalf or on behalf of any other entity or individual (“Funds”).
2. Purpose – The purpose of this Policy is to establish the investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements, and safekeeping and custodial procedures necessary for the prudent management and investment of the Agency’s Funds while ensuring compliance with applicable New York State (the “State”) and federal laws.
3. Objectives – The primary objectives of the Agency’s investment activities are, in priority order:
 - a. to conform with all applicable federal, state and other legal requirements (legal);
 - b. to adequately safeguard principal (safety);
 - c. to provide sufficient liquidity to meet all operating requirements (liquidity); and
 - d. to obtain a reasonable rate of return (yield).
4. Prudence – All participants in the investment process and all participants responsible for depositing the Agency’s Funds shall seek to act responsibly as custodians of a public trust and shall avoid any transaction or situation that might impair public confidence in the Agency to operate effectively.

Investments and deposits shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process and all participants responsible for depositing the Agency’s Funds shall refrain from personal business activity that could conflict with proper execution of

the investment program or the deposit of the Agency's Funds or which could impair their ability to make impartial investment decisions.

5. Diversification – It is the policy of the Agency to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

B. Deposits of the Agency's Funds; security

All Funds collected by an officer or employee of the Agency shall be promptly deposited in such depository banks or trust companies as designated by the Agency for the receipt of such Funds in accordance with Section 10 of the General Municipal Law (as amended from time to time, the "GML") or invested as provided under "C. Temporary investments" below. The terms "bank" and "trust company" shall have the meaning ascribed thereto in the Banking Law of the State.

Except as otherwise provided by law, all deposits shall be made to the credit of the Agency (unless being held by the Agency for the benefit of a third party). The deposit of the Agency's Funds in accordance with this Policy and such resolution(s) of the Agency shall release the officer making the deposit and his or her surety from any liability for loss of such Funds by reason of the default or insolvency of any such bank or trust company.

All deposits by the Agency in excess of the amount insured under the provisions of the Federal Deposit Insurance Act (as amended, "FDIA"), shall be secured as provided below:

a. The officers making a deposit of the Agency's Funds may accept a pledge of "Eligible Securities" (as defined below) having in the aggregate a market value at least equal to the aggregate amount of such deposits from such officers, or a pledge of a pro rata portion of a pool of Eligible Securities having in the aggregate a market value at least equal to the aggregate amount of deposits of public funds from all such officers within the state at such bank or trust company, together with a security agreement from the bank or trust company. The security agreement and custodial agreement referred to below may be the same agreement including when the bank or trust company holding the public deposits holds the collateral for the Agency. Such agreement(s) shall include all provisions deemed necessary and sufficient to secure in a satisfactory manner the Agency's interest in the collateral and shall otherwise comply with Section 10 of the GML. Such agreement may also contain such other provisions as the Agency or its counsel may deem necessary.

"Eligible Securities" shall mean any one or more of the following:

- (1) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed to as the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.

(2) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the African Development Bank.

(3) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.

(4) Obligations issued or fully insured or guaranteed by the State, obligations issued by a municipal corporation, school district or district corporation of the State or obligations of any public benefit corporation which under a specific state statute may be accepted as security for deposit of public moneys.

(5) Obligations issued by states (other than the State) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(6) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(7) Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(8) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

(9) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by federal bank regulatory agencies.

(10) Commercial paper and bankers' acceptances issued by a bank (other than the bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of not longer than sixty days from the date they are pledged.

(11) Zero-coupon obligations of the United States government marketed as "Treasury STRIPS".

b. Whenever Eligible Securities delivered to a custodial bank or trust company pursuant to this paragraph are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of such obligations, the records of the custodial bank or trust company shall show, at all times, the interest of the Agency in such securities or pro rata portion of a pool of Eligible Securities as set forth in the security agreement.

c. (i) In lieu of or in addition to the deposit of Eligible Securities, the officers making a deposit may accept an eligible surety bond (as defined below) payable to the Agency as security for the payment of one hundred percent, or an eligible letter of credit (as defined below) payable to the Agency as security for the payment of one hundred forty percent, of the aggregate amount of public deposits from such officers and the agreed upon interest, if any. The terms and conditions of any eligible surety bond shall be approved by the Agency.

“Eligible surety bond” shall mean a bond executed by an insurance company authorized to do business in the State, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

“Eligible letter of credit” shall mean an irrevocable letter of credit issued in favor of the Agency for a term not to exceed ninety days by a bank (other than the bank with which the money is being deposited or invested) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company’s commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank (other than the bank with which the money is being deposited or invested) that is in compliance with applicable federal minimum risk-based capital requirements.

(ii) In lieu of or in addition to the deposit of Eligible Securities, the officers making a deposit may, in the case of an irrevocable letter of credit issued in favor of the Agency by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, accept such letter of credit payable to the Agency as security for the payment of one hundred percent of the aggregate amount of public deposits from such officers and the agreed upon interest, if any.

d. For purposes of determining the market value of securities as required above:

(1) The Eligible Securities described in subparagraphs (8), (10) and (11) of the definition of “Eligible Securities” shall be valued at eighty percent of their market value.

(2) The Eligible Securities described in subparagraph (9) of the definition of “Eligible Securities” shall be valued at seventy percent of their market value.

(3) Of the Eligible Securities described in subparagraph (5), (6) and (7) of the definition of “Eligible Securities”, those securities rated in the highest category shall be valued at one hundred percent of their market value; those securities rated in the second highest rating category shall be valued at ninety percent of their market value; and those

securities rated in the third highest rating category shall be valued at eighty percent of their market value. When two nationally recognized statistical rating organizations rate a security in two different categories, the security shall be considered to be rated in the higher of the two categories.

Notwithstanding any other provision of law to the contrary, the Chief Financial Officer (under the supervision of the Treasurer), or other officer authorized by the members of the Agency to make deposits, may, subject to the approval of the Agency, by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company in accordance with Section 10 of the General Municipal Law.

C. Temporary investments

The Chief Financial Officer of the Agency (under the supervision of the Treasurer of the Agency) may temporarily invest moneys not required for immediate expenditure, except moneys the investment of which is otherwise provided for by law, in special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State, provided however, that such time deposit account or certificate of deposit shall be payable within such time as the proceeds are anticipated to be needed to meet expenditures and provided further that such time deposit account or certificate of deposit be secured in the same manner as is provided for securing deposits of the Agency's Funds as set forth above for deposits in excess of the amount insured under the FDIA.

Investments may also be made in obligations of the United States of America or in obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America or in obligations of the State, or with the approval of the State Comptroller, in tax anticipation notes or revenue anticipation notices issued by any municipality, school district or district corporation within the State other than the Agency.

All investments made pursuant to the immediately preceding paragraph shall be subject to the following conditions:

(1) Such obligations shall be payable or redeemable at the option of the Agency within such times as the proceeds are anticipated to be needed and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable in any event, at the option of the Agency, within two years of the date of purchase. Obligations that are purchased pursuant to a repurchase agreement shall be deemed to be payable or redeemable for purposes of this paragraph on the date on which the purchased obligations are scheduled to be repurchased by the seller thereof. Any obligation that provides for the adjustment of its interest rate on set dates shall be deemed to be payable or redeemable for purposes of this paragraph on the date on which the principal amount can be recovered through demand by the holder thereof.

(2) Such obligations, unless registered or inscribed in the name of the Agency, shall be purchased through, delivered to and held in the custody of a bank or trust company in the State. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company or dealer in obligations only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Agency by the bank or trust company. All obligations held in the custody of a bank or trust company pursuant to this paragraph shall be held by such bank or trust company pursuant to a written custodial agreement as set forth in paragraph (a) above relating to deposits of amounts in excess of amounts insured under the FDIA.

Notwithstanding any other provision of law, the Agency may authorize the Chief Financial Officer to turn over the physical custody and safekeeping of the evidences of the investments made under the heading "C. Temporary investments" to (a) any bank or trust company incorporated in the State, or (b) any national bank located in the State, or (c) any private banker duly authorized by the superintendent of banks of the State to engage in business here. All such private bankers shall, as private bankers, maintain a permanent capital of not less than one million dollars in the State. The said officers may direct such bank, trust company or private banker to register and hold any such evidences of investments in its custody, in the name of its nominee. Such officers may deposit or authorize such bank, trust company or private banker, to deposit, or arrange for the deposit of any such evidences of investments with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity to be credited to an account as to which the ownership of, and other interests in, such evidences of investments may be transferred by entries on the books of such federal reserve bank or other book-entry transfer system operated by a federally regulated entity without physical delivery of any such evidences of investments. The records of any such bank, trust company or private banker shall show, at all times, the ownership of such evidences of investments, and they shall, when held in the possession of such bank, trust company or private banker be, at all times, kept separate from the assets of such bank, trust company or private banker. All evidences of investments delivered to a bank, trust company, or private banker pursuant to this paragraph shall be held by such bank, trust company or private banker pursuant to a written custodial agreement as set forth in paragraph (a) above relating to deposits of amounts in excess of amounts insured under the FDIA. When any such evidences of investments are so registered in the name in the name of a nominee, such bank, trust company or private banker shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

Except as may otherwise be provided in a contract with bond or note holders, any moneys of the Agency authorized to be invested under the heading "C. Temporary investments" may be commingled moneys for investment purposes; provided, however, that any investment of commingled moneys shall be payable or redeemable at the option of the Agency within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained or as otherwise specifically provided under the heading "C. Temporary investments". The separate identity of the sources of such Funds shall at all times be maintained and income received on moneys commingled for the

purpose of investment shall be credited on a pro rata basis to the fund or account from which the moneys were invested.

The Chief Financial Officer of the Agency shall maintain or cause to be maintained a proper records of all books, notes, securities or other evidences of indebtedness held by or for the Agency for the purpose of investment. Such record shall at least identify the security, the fund for which held, the place where kept and entries shall be made therein showing date of sale other disposition and the amount realized therefrom.

Doc # 05-387371.1

EXHIBIT N

Whistleblower Policy

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
WHISTLEBLOWER POLICY

This Policy is adopted pursuant to the provisions of the
Public Authorities Accountability Act of 2005 and
the Public Authorities Reform Act of 2009

1. Intent. The Nassau County Industrial Development Agency (the "Agency") finds it desirable to establish procedures regarding the reporting of allegations of Improper Governmental Action (as defined below) and, in conformity with section seventy-five-b of the New York Civil Service Law (Retaliatory action by public employers) and section seven hundred forty of the New York Labor Law (Retaliatory personnel action by employers; prohibition), to protect Employees who make allegations of Improper Governmental Action.

2. Definitions.

"Improper Governmental Action" shall mean any action, including fraud, waste and abuse of authority by an Agency officer or Employee, or an agent of such officer or Employee, which is undertaken in the performance of such officer's, Employee's, or agent's official duties, whether or not such action is within the scope of his or her employment, that is in violation of any federal, state or local law, rule or regulation.

"Employee" shall mean any person holding a position by appointment or employment in the service of the Agency whether or not compensated (including without limitation a member of the Agency), or a volunteer expressly authorized to participate in an Agency-sponsored volunteer program, but shall not include an independent contractor.

"County" shall mean the County of Nassau.

3. Reporting Allegations of Improper Governmental Actions.

(a) An Employee who has information about an action taken by the Agency which he or she reasonably believes to be true and reasonably believes

constitutes an Improper Governmental Action may disclose such information to his or her supervisor, the Chairman of the Agency, or a governmental body as defined in paragraph c of subdivision 1 of section seventy-five-b of the New York Civil Service Law, including, but not limited to, any of the following officials:

- (1) the District Attorney, if the allegation involves criminal acts;
- (2) the County Board of Ethics;
- (3) the County Executive or a Deputy County Executive;
- (4) a member of the County Legislature;
- (5) the County Attorney;
- (6) or any other official permitted by applicable law.

(b) Any Agency representative receiving any information concerning Improper Governmental Action shall: first, review such information; and second, if such review indicates an apparent Improper Governmental Action, take appropriate corrective measures and where appropriate, refer such information to the appropriate investigative authority, including but not limited to the Chairman and/or members of the Agency or any local, state or federal agency with jurisdiction over the matter.

(c) All reasonable efforts shall be made to protect the anonymity and confidentiality of the Employee making the allegations.

(d) Notwithstanding the provisions of this Policy, any Employee who wishes to preserve his or her right to pursue a claim pursuant to section seventy-five-b of the New York Civil Service Law shall, prior to disclosing information pursuant to subparagraph (a) of this subdivision, make a good faith effort to provide the appointing authority or his or her designee the information to be disclosed and shall provide the appointing authority or designee a reasonable time to take appropriate action unless there is imminent and serious danger to public health or safety. For purposes of this Policy, the term "appointing authority" shall mean the officer or body having the appointing authority over the Employee making such disclosure.

4. Use of authority or influence prohibited.

(a) No member, officer or employee of the Agency shall, directly or indirectly, use or attempt to use his or her official authority or influence to intimidate, threaten, coerce, command or influence any individual in order to interfere with such individual's right to disclose information relative to an Improper Governmental Action.

(b) Use of official authority or influence shall include:

(i) Promising to confer any benefit (such as compensation, grant, contract, license or ruling) or effecting or threatening to effect any reprisal (such as deprivation of any compensation, grant, contract, approval, license or ruling); or

(ii) Taking, directing others to take, recommending, processing or approving any adverse personnel action. For the purposes of this Policy, "personnel action" shall mean those actions set forth in paragraph (d) of subdivision (1) of section seventy-five-b of the New York Civil Service Law.

5. Civil Action Authorized. Pursuant to the Civil Service Law, an Employee who has been the subject of retaliatory personnel action, including discharge, suspension, demotion or other adverse personnel action, following such Employee's disclosure of information concerning Improper Governmental Action pursuant to this Policy, may, within one (1) year of such alleged retaliatory action, commence a civil action in a court of competent jurisdiction for the following relief: (a) reinstatement of such Employee to the same position he or she held before such adverse personnel action; (b) compensation for lost wages, benefits and other remuneration; and (c) payment by the employer of reasonable costs, disbursements, and attorney's fees.

6. Employer relief. A court, in its discretion, may also order that reasonable attorneys' fees and court costs and disbursements be awarded to an employer if the court determines that an action brought by an Employee under this Policy was without basis in law or in fact.

7. Notification to Employees. Information about this Policy and section seventy-five-b of the New York Civil Service Law shall be included in the informational package provided to Employees upon commencement of employment with the Agency.
8. Other rights not affected. Nothing in this Policy shall be deemed to diminish or impair the rights of an Employee or employer under any law, rule, or regulation.

EXHIBIT O

Cell Phone Policy

Nassau County Industrial Development Agency Cell Phone Policy

Purpose: To provide a guideline for the use of cell phones for the Nassau County Industrial Agency.

Policy: Cell phones are to be used for business use only. *Business use* is any use in the course of performing specific job-related duties on behalf and for the benefit of the Nassau County Industrial Development Agency. Upon termination of employment, the phone must be returned in good working condition or employee must bear the cost of replacement.

Acknowledgement:

I acknowledge receipt of the above cell phone policy and agree to abide by the policy as a condition of my employment and my continuing employment at the Nassau County Industrial Development Agency.

Printed Name

Signature

Date

EXHIBIT P

Compensation Policy

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

EMPLOYEE COMPENSATION POLICY

Introduction

The Nassau County Industrial Development Agency (the "Agency") hereby adopts this employee compensation policy (this "Policy"). This Policy shall apply to all officers and employees of the Agency. The Agency's compensation program governed by this Policy includes employee base compensation, cost of living adjustment ("COLA"), bonus and related fringe benefit costs (collectively, the "Employee Compensation Program").

Employee Compensation Program Procedures

A proposed preliminary budget for the Employee Compensation Program for the next succeeding fiscal year, including any salary adjustments recommended by the Audit Committee, shall be prepared annually by November of each year. The Employee Compensation Program, including any recommended salary adjustments, shall take into consideration the existing compensation ranges and fringe benefits programs and appropriate economic, geographic, and competitive salary ranges and fringe benefits for comparable positions in the region and with respect to other New York State industrial development agencies in particular. The Audit Committee will also consider the education and experience of the employee, the Agency's budget, and other appropriate discretionary factors in establishing an employee's compensation.

The Audit Committee will submit the proposed preliminary budget for the Employee Compensation Program for the next succeeding fiscal year to the members of the Agency for their review and approval no later than November 15 of each year. The members of the Agency shall review the proposed preliminary budget and approve a final budget for the Employee Compensation Program, which may include such modifications of the proposed preliminary budget as they deem necessary, at the final meeting of the fiscal year.

The Governance Committee shall annually review and make recommendations to the members of the Agency at the final meeting of the fiscal year with respect to the compensation and benefits of the Executive Director, Chief Financial Officer and other senior Agency employees for the next succeeding fiscal year, subject to the Agency's preliminary budget as submitted by the Audit Committee.

Unless otherwise provided by resolution of the members of the Agency, all fringe benefits afforded to employees shall be in accordance with policies and procedures adopted by the County of Nassau from time to time.

Unless an alternative term of employment is authorized by resolution of the members of the Agency, all officers and employees shall be hired on an "employment at will" basis.

Notwithstanding any provision of this Policy to the contrary, the compensation and/or benefits of any officer or employee of the Agency may be modified during the fiscal year upon adoption of a resolution of the members of the Agency approving such modification.

Adopted by the members of the Agency this 14th day of June, 2010.

EXHIBIT Q

Computer Policy

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY ("AGENCY")**

COMPUTER & INFORMATION SYSTEMS POLICY

COMPUTER, INTERNET, E-MAIL, VOICEMAIL POLICY

1. **PURPOSE.**

This policy is to establish criteria and safeguards regarding the use of the Agency's telephone systems and computer systems, including computers, printers and other peripherals, e-mail, voicemail, the Internet, smart phones (e.g., blackberries® and/or iPhones®) and/or other similar handheld devices, and all software and data used in connection with or contained in any of the foregoing (collectively "information network system"), to ensure that the investment in hardware, software and staff efficiency is not compromised and that the technology is not used for inappropriate or illegal purposes. The policies set forth herein apply to use of the Agency's information network system by the members, employees and officers of the Agency (collectively, the "System Users").

2. **GENERAL POLICY.**

A. The Agency owns the entire information network system. All information transmitted by, received from or stored in these systems is the property of the Agency.

B. The primary purpose of the information network system is for the business purpose of fulfilling the Agency's mission. Occasional use for legitimate personal purposes, such as are permitted via telephone, is permitted, but these personal activities will be treated no differently than legitimate business activities. The content of any communication via these systems must always be business appropriate regardless of purpose. System Users are

responsible for ensuring the accuracy of distribution lists and for insuring that messages and information are transmitted only to those who have a business-related or legitimate need to receive them.

C. System Users must understand that they can have no expectation of privacy in connection with the use of the Agency's information network systems or with transmission, receipt or storage of information in these systems and that by continuing as a Member of the Agency or in employment by the Agency expressly waive any right to such privacy. The Agency reserves the right to access, review, audit, intercept or monitor these systems and any files, messages, data or information contained therein and to recover deleted voicemail and e-mail messages or other electronic data or files at any time for any reason, including, but not limited to, investigation of suspected safety violations, illegal or improper activity, misuse of Agency resources, violation of Agency policies, or unlawful discrimination or harassment. Notwithstanding the Agency's right to retrieve and read any e-mail messages, System Users are not individually authorized to retrieve or read any e-mail messages that are not sent to them.

D. Because of the danger of viruses and other problems, **SYSTEM USERS MAY NOT: (1) DOWNLOAD ANY NON-BUSINESS MATERIAL FROM THE INTERNET OR OTHERWISE INTRODUCE INTO OR PLACE ANY PROGRAMS OR MATERIAL ON THE AGENCY'S INFORMATION NETWORK SYSTEMS WITHOUT EXPRESS PERMISSION FROM THE AGENCY; AND (2) USE THE AGENCY'S COMPUTER SYSTEMS AS A WAY TO FACILITATE COMMUNICATION THROUGH PERSONAL E-MAIL, SOCIAL MEDIA AND INSTANT MESSAGING ACCOUNTS.**

E. The creation, downloading, posting, dissemination or viewing of harassing, threatening, discriminatory, defamatory or sexually related messages or materials is strictly prohibited.

F. The Agency prohibits any misuse of its information network system. The following list contains examples of uses of the Agency's information network system that are prohibited. This list is not exhaustive and the Agency reserves the right to take appropriate disciplinary action for other conduct which it deems misuse of its information network system: (1) sending anonymous e-mail; (2) allowing others to use a System User's e-mail address; (3) sending e-mail messages under another person's name; (4) viewing another System User's e-mail without permission; (5) tampering with another System User's e-mail or computer; (6) sending chain e-mail; (6) using the Agency's information network system for personal gain; and (7) sending messages related to race, color, creed, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship status, military status, domestic violence victim status, predisposing genetic characteristics or genetic information or any other category protected by law.

G. System Users are reminded that the contents of the Agency's information network system may be subject to disclosure under applicable law, including, without limitation, pursuant to the New York Freedom of Information Law.

H. System Users are reminded that, pursuant to New York State law, the Agency's records must be retained in accordance with a schedule promulgated by the State of New York (the "Retention Schedule"). A copy of the current Retention Schedule is attached hereto for your reference but System Users are reminded that such Retention Schedule may be amended from time to time and any such amended Retention Schedule is deemed incorporated herein by

reference. System Users are required to comply with the requirements of the Retention Schedule, including, without limitation, with respect to any records that may be contained on the information network system.

3. PENALTIES FOR VIOLATIONS OF POLICY.

System Users who do not follow the provisions described above shall be subject to disciplinary action, up to and including termination.

Additionally, System Users will be liable for any and all repair costs arising from damage to hardware or software caused by negligent or deliberate actions on the part of the System User and will be required to hold the Agency harmless from all costs and damages resulting from improper or illegal use.

BLOGGING POLICY

1. PURPOSE.

Blogging is the practice of posting weblogs (blogs) to the Internet (including Twitter® and similar applications). This policy is to establish criteria and safeguards regarding blogging, and to ensure that the technology is not used for inappropriate or illegal purposes. The Agency respects a System User's right to use blogs as a medium of self-expression.

2. GENERAL POLICY.

A. Personal blogging is not a business-related activity and should be done during personal (non-work) time only.

B. Agency-sponsored blogging may only be done after the System User is given express authorization from the Members of the Agency.

C. In the event you participate in personal blogging, the following applies:

- i. Use your best judgment. You are personally responsible for your posts.
- ii. If you publish a blog or post to a blog and it has something to do with the work you do, or with subjects relating to the Agency, you must make it clear that the views expressed in the blog are solely your personal views and do not necessarily represent the views of the Agency.
- iii. Respect and abide by copyright, fair use and financial disclosure laws.
- iv. Do not post anything that is false, misleading, obscene, defamatory, profane, discriminatory, libelous, threatening, harassing, abusive, hateful, or embarrassing to another person or entity. Make sure to respect others' privacy. Third party Web sites and blogs that you link to must meet the Agency's standards of propriety.

- v. Do not disclose confidential or proprietary Agency information. Respect existing confidentiality agreements. In addition, protecting the confidential information of the Agency's employees, clients, your prior employers, and others are also important. Do not mention them in blogs or other social media without their permission.
 - vi. Ask your supervisor if you have any questions about what is appropriate to include in your blog.
 - vii. Identify yourself in any posting.
 - viii. Personal social media activities must not interfere with your work or productivity at the Agency. Do not use Agency resources to set-up your own blogging environment, even if you are blogging about matters related to the Agency. Agency resources, including servers, may be used solely in connection with blogging environments formally authorized by the Agency.
 - ix. Refrain from using Agency logos or other branding on any blogging and/or from providing a link from your site to the Agency's website without express written permission from the Members of the Agency.
- D. If you have any questions about these guidelines or any other related matters, please contact the Executive Director.
- E. Internet postings that are authorized by the Agency must comply with the Agency's Computer, Internet, E-mail, Voicemail Policy

3. PENALTIES FOR VIOLATIONS OF POLICY.

Bloggers who do not follow the provisions described above shall be subject to disciplinary action, up to and including termination.

Additionally, bloggers will be liable for any and all repair costs arising from damage to hardware or software caused by negligent or deliberate actions on the part of the blogger and will be required to hold the Agency harmless from all costs and damages resulting from improper or illegal blogging.

EXHIBIT R

Annual Certificate

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ANNUAL CERTIFICATION

I, _____, hereby certify to the Nassau County Industrial Development Agency, as follows:

1. I am a(n) _____ [member/employee] of the Agency and I held the following office(s) during the calendar year immediately preceding the date of this Certification (the "Reporting Year"): _____.
2. I have been provided with a copy of the Agency's rules, regulations, policies and procedures manual (the "Manual"), I have read the Manual and I have been afforded the opportunity to ask any questions I may have regarding the Manual and the rules, regulations, policies and procedures contained therein.
3. To the best of my knowledge, the performance of my duties and responsibilities on behalf of the Agency are in compliance with and at all times during the Reporting Year were in compliance with (a) the rules, regulations, policies and procedures contained in the Manual in all material respects, (b) the New York State Industrial Development Agency Act (Article 18-A of the General Municipal Law), and (c) all other laws, rules and regulations applicable to the performance of my duties and responsibilities on behalf of the Agency, except as follows:

4. I understand that this Certification is subject to disclosure pursuant to the New York State Freedom of Information Law or other applicable law and that the Agency may disclose this certification to governmental authorities having jurisdiction over the Agency.

Name:

Title:

Date: _____, 20____

EXHIBIT S

Annual Disclosure

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE FOR
THE COUNTY OF NASSAU FOR THE YEAR _____¹

1. NAME AND ADDRESS

Last Name	Middle Initial	First Name
Title		
Department or Agency		
Department or Agency Address		Telephone Number
Residence Address		Telephone Number

2. SPOUSE AND DEPENDENT CHILDREN

Spouse	Child/Age
Child/Age	Child/Age

NOTE: FOR QUESTIONS 3 TO 6, DO NOT REPORT EXACT DOLLAR AMOUNTS. INSTEAD, REPORT CATEGORIES OF AMOUNTS, USING THE FOLLOWING:

CATEGORY A: UNDER \$5,000
 CATEGORY B: \$5,000 TO UNDER \$20,000
 CATEGORY C: \$20,000 TO UNDER \$60,000
 CATEGORY D: \$60,000 TO UNDER \$100,000
 CATEGORY E: \$100,000 TO UNDER \$250,000
 CATEGORY F: \$250,000 AND OVER

3. FINANCIAL INTERESTS

- a. *Business Positions.* List any office, trusteeship, directorship, partnership, or other position in any business, association, proprietary, or not-for-profit organization held by you or your spouse or dependent children, if any, during the reporting year and indicate whether these businesses have deals with the Nassau County Industrial Development Agency ("Agency") or the County of Nassau ("County") in any manner

Name of Family Member	Position	Organization	County Department or Agency and Nature of involvement

¹ The "reporting year," as used throughout this form, means the calendar year, from January 1 to December 31, preceding the year in which this report is required to be filed.

- b. *Outside Employment.* Describe any outside occupation, employment, trade, business or profession providing more than \$2,500 during the reporting year for you or your spouse or dependent children, if any, and indicate whether such activities are regulated by any state or local agency.

Name of Family Member	Position	Name, Address, and Description of Organization	State or Local Agency	Category of Amount

- c. *Future Employment.* Describe any contract, promise, or other agreements between you and anyone else with respect to your employment after leaving your Agency position or office.

- d. *Past Employment.* Identify the source and nature of any income you have received in excess of \$2,500 during the reporting year from any prior employer, including deferred income, contributions to a pension or retirement fund, profit sharing plan, severance pay, or payments under a buy-out agreement.

Name and Address of Income Source	Description of Income (i.e., pension, deferred, etc.)	Category of Amount

- e. *Investments.* Itemize and describe all investments in any business, corporation, partnership, or other similar assets, including stocks, bonds, loans, pledged collateral, and other investments, held by, or for, you or your spouse during the reporting year; provided, however, do not list any investment in any business, corporation, partnership or other asset that is traded through the "over-the-counter market" or through any recognized stock exchange unless such investment is in excess of five percent of the value such business, corporation, partnership or other asset. List the location of all real estate within the County or within five miles thereof, in which you or your spouse have an interest, regardless of its value.

Name of Family Member	Name and Address of Business or Real Estate	Description of Investment

- f. **Trusts.** Identify each interest in excess of \$2,500 held by you in a trust or estate or similar beneficial interest, if reasonably ascertainable, except for IRS eligible retirement plans or interests in an estate or trust of, or for, a relative. Do not list any IRS eligible retirement plan or deferred compensation plan.

Name of Family Member	Trustee/Executor	Description of Trust/Estate	Category Of Amount

- g. **Other income.** Identify the source and nature of any other income in excess of \$1,000 per year from any source not described above, including teaching income, lecture fees, honoraria, consultant fees, contractual income, or other income of any nature, received by you or your spouse.

Name of Family Member	Name and Address of Income Source	Nature of Income	Category Of Amount

4. GIFTS AND HONORARIA.

List the source of all gifts in excess of \$1,000 received during the reporting year by you, your spouse or dependent child, excluding gifts from a relative. The term "gifts" includes gifts of cash, property, personal items, payments to third parties on your behalf, forgiveness of debt, honoraria, and any other payments that are not reportable as income. Do not list campaign contributions.

Name of Family Member	Name and Address of Donor	Category of Amount

5. THIRD-PARTY REIMBURSEMENTS.

Identify and describe the source of any third-party reimbursement for travel related expenditures in excess of \$1,000 for any matter that relates to your official duties. The term "reimbursement" includes any travel-related expenses provided by anyone other than the Agency or the County for speaking engagements, conferences, or fact-finding events that relate to your official duties. Do not list campaign contributions.

Source	Description	Category of Amount

6. DEBTS.

Describe all your debts and those of your spouse in excess of \$5,000. Do not include: debts to relatives, debts incurred in the ordinary course of your trade, business or professional practice or that of your spouse; obligations to pay maintenance in a matrimonial action, alimony or child support payments; revolving charge accounts under \$5,000; any loans issued in the ordinary course of business by a financial institution to finance education costs, the cost of home purchase or improvements for a primary or secondary residence or purchase of a personally owned motor vehicle, household furniture or appliance.

Name of Family Member	Name and Address of Creditor	Category of Amount

7. INTEREST IN CONTRACTS.

Describe any interest you, your spouse, or your dependent children have in any contract involving the County, the Agency or any village, town or municipality located within the County.

Name of Family Member	Contract Description

8. POLITICAL PARTIES.

List any position you held within the past five years as an officer of any political party, political committee, or political organization. The term "political organization" includes any independent body or any organization that is affiliated with or a subsidiary of a political party.

Signature _____

Date _____