

## DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into as of the 17th day of December, 2018 ("Effective Date"), by and between S.A. DUNN & COMPANY, LLC ("Company") and RENSSELAER CITY SCHOOL DISTRICT (the "School District") (collectively, the "Parties").

WHEREAS, Company provides services in Rensselaer, New York and desires to donate funds to the School District which operates various schools within Rensselaer, New York, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Donations.** Commencing on October 1, 2018, or on an agreed upon date thereafter during the 2018-19 school year, Company shall donate to the School District the sum of **ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00)** (the "Donation Amount") annually, payable in equal quarterly payments 30 days after the end of each calendar quarter. Each year, **TEN THOUSAND and 00/100 DOLLARS (\$10,000.00)** of the Donation Amount shall be earmarked as a scholastic scholarship for one or more graduating high school students within the School District. Eligibility for scholarship shall be based upon the students' academic achievements during high school, and any other criteria set by the School District. The School District's Superintendent of Schools, and/or his/her designee, in conjunction with the School District's High School Principal, and a representative of the School District's Board of Education, shall develop and implement protocols and procedures for awarding this scholarship at the conclusion of each school year to one or more graduating high school students. The annual scholarship shall be presented to each deserving student as the "S.A. Dunn & Company, LLC Academic Achievement Scholarship".

2. **School District Support of the Company.** During the Term of this Agreement, the School District shall not oppose, object to or otherwise interfere with Company's current operations, future operations, and/or development of its property and/or its disposal facility located in Rensselaer, New York (including any property that may later be incorporated into such disposal facility), so long as the Company's operations are lawful. Additionally, the School District shall not affirmatively oppose the Company in any application for renewal or expansion of the operations at such facility and shall execute any documents required by Company to effectuate any renewal or expansion. By entering into this Agreement, the parties agree that the School District is not waiving any of its rights, and it is reserving all rights and remedies available under the law. The parties also acknowledge that the School District has a continuing right to cooperate with any matters brought by the New York State Department of Environmental Conservation, or any other regulatory entity with governance over the Company.

3. **Securing adjacent practice fields for use by the School District.** Company shall work in good faith to secure a long-term lease and/or property transfer of the adjacent properties known as the existing ball fields, including the expansion of the ball fields under construction, for use by the School District. The ability to secure such lease or transfer is dependent upon negotiations with the owner of the subject properties.

4. **Term of Agreement.** The initial term (the "Initial Term") of this Agreement is ten (10) years from the Effective Date. This Agreement shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, the "Term") thereafter unless either party gives written notice of termination by U.S. certified or registered mail, postage pre-paid and return receipt requested, to the other party at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. A renewal term shall become effective (thereby extending the then-current term) upon either party's failure to give notice of termination within the time period set forth above.

5. **Termination of Agreement.** If during the Term of this Agreement either party hereto shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be

effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice. **Furthermore, and notwithstanding anything herein to the contrary, either party may terminate this Agreement for any reason or no reason upon giving ninety (90) days advanced written notice to the other party.**

6. **Relationship of the Parties.** Company is entering into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Company become a partner, agent or principal of the School District while this Agreement is in effect.

7. **Entire Agreement.** This Agreement contains the entire agreement of Company and the School District with respect to the subject matter contained herein and supersedes all prior negotiations, correspondence, understandings and agreements between them with respect to the subject matter hereof.

8. **Governing Law; Forum Selection.** This Agreement shall be construed and interpreted according to the laws of the State of New York without regard to conflict of laws principles.

9. **Written Modifications.** This Agreement may only be amended with the written agreement of the parties. No oral waiver or amendment shall be effective under any circumstances whatsoever.

10. **Successor and Assigns; No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

11. **Severability.** Any provision to the extent it is found to be unlawful or unenforceable shall be ineffective without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

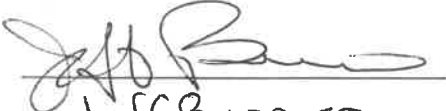
12. **Rights Cumulative.** The rights and remedies provided herein are cumulative with and in addition to, and not in limitation of, any other rights or remedies available to the parties hereto at law or in equity or otherwise. The provisions in this Agreement shall not preclude the concurrent or consecutive exercise of any other right or remedy.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Donation Agreement as of the Effective Date.

**S.A. DUNN & COMPANY, LLC**

By:



Name:

Jeff Burrer

Its:

Division LF Manager

**RENSSELAER CITY SCHOOL DISTRICT**

By:



Name:

Joseph Kardash

Its:

Superintendent