

Project: Tesauro / Rabel - Brevard County
PROPERTY TAX I.D.: 21-35-05-00-761

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this 22 day of April, 2026, between **BERNADETTE RABEL AND JASON TESAURO**, wife and husband, whose address is 208 Bellis Road, Milford, New Jersey 08848, as "Seller" and **THE CONSERVATION FUND CHARITABLE TRUST, DATED MAY 5, 2025**, whose address is 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209, and its successors and assigns as "Purchaser."

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase all of Seller's right, title, and interest in and to the real property located in Brevard County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, hereditaments and appurtenances and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties, but exercise of the option is subject to approval by the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (the "County"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, if this option is assigned to the County, and is effective only if Purchaser gives written notice of exercise to Seller. If this option is assigned to the County, the County's agent in all matters shall be the Brevard County Parks and Recreation Director (the "Department").

2. **OPTION TERMS.** The option payment is ONE HUNDRED AND 00/100 Dollars (\$100.00) ("Option Payment"), the receipt, consideration and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Purchaser's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's and Seller's mutual approval of this Agreement for a period of 120 days. During this period, the County may authorize the Purchaser to assign this Option to the County for the County to exercise and to act as the Purchaser under this Agreement. Should the County authorize this assignment, Seller agrees that the County shall have an additional 120 days from the date of assignment to conduct all due diligence and complete the purchase of the Property ("Option Expiration Date"), unless extended by other provisions of this Agreement. In the event this Agreement is not assigned to the County, the Option Expiration Date shall be August 13th, 2026, unless extended by other provisions of this Agreement. In the event the environmental audit (as hereinafter defined in paragraph 4.A.) or the survey (as hereinafter defined in paragraph 5) are not completed by the Option Expiration Date, or Purchaser's funds in the amount of the Purchase Price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. Purchaser and County are under no obligation to exercise their option to purchase the Property under this Agreement and shall be not be liable for any damages that occur or may be incurred by Seller and/or a third-parties as result of Purchaser or County's failure to exercise its rights under this Agreement.

3.A. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property is ONE HUNDRED NINETEEN THOUSAND AND 00/100 DOLLARS (\$119,000.00) which, after reduction by the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the County in accordance with paragraph 20, by County check) at closing to Seller. The Purchase Price is subject to adjustment in accordance with paragraph 3.B. The determination of the final Purchase Price can only be made after the completion and approval by Purchaser of the survey required in paragraph 5 and all due diligence. This Agreement is contingent upon approval of the Purchase Price by Purchaser and if this option is assigned

to the County, upon confirmation that the final Purchase Price is not in excess of the maximum value of the Property as determined by the County's rules and regulations and State law (the "County Approved Value").

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, Purchaser determines that the Purchase Price stated in paragraph 3.A. exceeds the County Approved Value of the Property, the Purchase Price will be reduced to the County Approved Value of the Property. If the final adjusted Purchase Price is less than 95% of the Purchase Price stated in paragraph 3.A. because of a reduction in the County Approved Value of the Property, Seller shall, in its sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Purchaser of its election to terminate this Agreement within 10 days after Seller's receipt of written notice from Purchaser of the final adjusted Purchase Price. In the event Seller fails to give Purchaser a written notice of termination within the aforesaid time period from receipt of Purchaser's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law. However, should the estimated cost of cleanup of Hazardous Materials exceed a sum which is equal to 5% of the Purchase Price as stated in paragraph 3.A., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

If neither party elects to terminate this Agreement as provided above, Seller hereby agrees to indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

The limitation herein on Seller's contractual obligation to indemnify Purchaser as specified in this paragraph 4 shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may, at Purchaser's sole expense, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring good and marketable title to the Property in the amount of the Purchase Price.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed upon by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23 and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the deed described in paragraph 8 of this Agreement, Purchaser's and Seller's closing statements, the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The title, possession

and lien affidavit and environmental affidavit shall be on forms provided to Seller by Purchaser. All prepared documents shall be submitted to Purchaser for review and approval at least 15 days prior to the Option Expiration Date.

10. PURCHASER'S REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt of all of the required items. Seller will have 30 days thereafter to remove and resubmit any rejected item. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. If this option is not assigned to the County, all real estate taxes and assessments which are or that may become a lien against the Property shall be prorated between the parties to the date of closing. Notwithstanding any provision herein to the contrary, if this option is assigned to the County, all real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If this option is assigned to the County, and the County acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the County acquires fee title to the Property on or after November 1, Seller shall pay to the County tax collector an amount equal to the taxes that are determined to be legally due and payable by the County tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser or County exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 10 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by County in writing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of County prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed FIVE THOUSAND NINE

HUNDRED FIFTY AND 00/100 DOLLARS (\$5,950.00) and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

16. ACCESS. Seller warrants that there is insurable legal ingress and egress for the Property over public roads or valid, recorded easements for the use benefit of and as an appurtenance to the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, each party will bear the cost of its own attorney's fees and expenses and waive any right to trial by jury.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in Brevard County. This Agreement and all documents related to this agreement, unless statutorily exempt, are public records in accordance with Chapter 119, Florida Statutes.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. This Agreement may not be assigned by Seller without the prior written consent of Purchaser.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the option, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic

chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of County, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of County, and shall be subject to the final approval of County. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

31. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS. The Seller certifies that the information he has provided on Exhibit "B" - "CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS," (the "Certification"), attached hereto and incorporated herein by reference, is true and correct to the best of the Seller's knowledge. In the event that any material misrepresentation in the Certification is discovered during the term of this Agreement, the Purchaser may elect to declare this Agreement null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Purchaser may, at its option, recover damages resulting from the termination. Notice of termination shall be given to Seller as provided in paragraph 29 above.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE April 6th, 2026, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. IF THIS OPTION IS ASSIGNED TO THE COUNTY, THE EXERCISE OF THIS OPTION IS

SUBJECT TO: (1) APPROVAL OF THE PURCHASE PRICE AS SET FORTH IN PARAGRAPH 3.A. AND AN ACCEPTANCE OF THE ASSIGNMENT OF THIS OPTION BY THE COUNTY, (2) CONFIRMATION THAT THE FINAL ADJUSTED PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE PROPERTY, AND (3) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

[Signature]
Witness as to Seller
Lindsay Felteich
Printed Name of Witness
1845 Washington Blvd
Witness Address
Easton, PA 18042
Witness Address

Bernadette Rabel
BERNADETTE RABEL, a married individual
4-22-2026
Date signed by Seller
Phone No. 570-575-3143
8 a.m. - 5 p.m.

[Signature]
Witness as to Seller
Sharon A. Kels
Printed Name of Witness
3242 Freemansburg Ave Pear
Witness Address
Easton Pa 18045
Witness Address

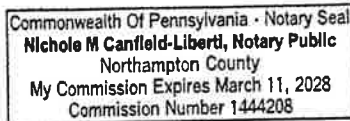
[Signature]
JASON TESAURO, a married individual
4/22/26
Date signed by Seller
Phone No. 201-841-6879
8 a.m. - 5 p.m.

STATE OF Pennsylvania
COUNTY OF Northampton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22 day of April, 2026 by **BERNADETTE RABEL**, a married individual. Such person(s) (Notary Public must check applicable box):

is/are personally known to me.
 produced a current driver license(s).
 produced _____ as identification.

(NOTARY PUBLIC SEAL)



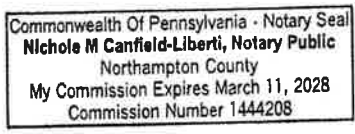
Nichole C. - Liberti
Notary Public
Nichole C. - Liberti
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: 1444208
My Commission Expires: 03/11/2028

STATE OF Pennsylvania
COUNTY OF Northampton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22 day of April, 2026 by **JASON TESAURO**, a married individual. Such person(s) (Notary Public must check applicable box):

is/are personally known to me.
 produced a current driver license(s).
 produced _____ as identification.

(NOTARY PUBLIC SEAL)



Nichole C. - Liberti
Notary Public

Nichole C. - Liberti
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: 1444208

My Commission Expires: 03/11/2028

PURCHASER

THE CONSERVATION FUND CHARITABLE TRUST, DATED MAY 5, 2025

[Signature]
Witness as to Seller

Iris Sanchez
Printed Name of Witness

1655 N. Fort Myer Drive #1300
Witness Address

Arlington VA 22209
Witness Address

Christopher P. Bell
Assistant Secretary
The Conservation Fund
April 29, 2026
Date signed by Seller

Phone No. 703-908-5832
8 a.m. - 5 p.m.

[Signature]
Witness as to Seller

Minh Ho
Printed Name of Witness

1655 N. Fort Myer Drive #1300
Witness Address

Arlington, VA 22209
Witness Address

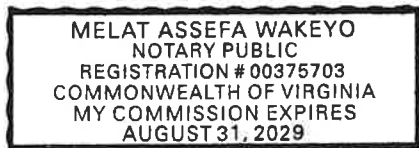
STATE OF VIRGINIA

COUNTY OF ARLINGTON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29 day of April, 2026 by Christopher J. Bell, as Assistant Secretary for The Conservation Fund Charitable Trust, dated May 5, 2025. Such person(s) (Notary Public must check applicable box):

is/are personally known to me.
 produced a current driver license(s).
 produced _____ as identification.

(NOTARY PUBLIC SEAL)



[Signature]
Notary Public

Melat Assefa Wakeyo
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: 00375703

My Commission Expires: August 31, 2029

EXHIBIT "A"

LEGAL DESCRIPTION

The Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 21 South, Range 35 East, Brevard County, Florida, Less and Except road right of way.

Subject to easements, restrictions, and reservations of record.

EXHIBIT "B"

CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS

- A. The Seller hereby certifies:
1. The Seller does not commit, attempt to commit, advocate, facilitate, or participate in terrorist acts, nor has Seller committed, attempted to commit, facilitated, or participated in terrorist acts.
 2. The Seller will take all reasonable steps to ensure that Seller does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
 3. Before providing any material support or resources to an individual or entity, the Seller will consider all information about that individual or entity of which Seller is aware or that is available to the public.
 4. The Seller will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
- B. For purposes of this Certification:
1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
 2. "Terrorist act" means:
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
 3. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

SELLER
