EXHIBIT C

Monroe County ("County") Tax Foreclosure Sale
In Rem Action No. 150
Public Auction September 11, 2026 ("Sale")

TERMS OF SALE

All bidders must be registered and sign a Certification that they have read the Terms of Sale, General Instructions and Closing Instructions relating to the Sale (which General Instructions and Closing Instructions contain administrative information about the Sale and which Closing Instructions contain administrative information about closing on a purchase) that the County may create for distribution at the Sale. Registration will be conducted prior to commencement of the Sale. The premises described in the Notice of Sale will be sold under the direction of David Mullins, Referee, and those he employs to assist him, upon the following terms:

1. Parcels of Real Property (each a "Property" and "Properties" for more than one parcel of Property) will be sold to the highest bidder (the "Purchaser") for the amount of his/her highest bid (the "Bid Price"). The Referee will specify a minimum bid amount comprising, unpaid taxes to date, accrued interest and costs and disbursements allowed by the court.

2. Upon submission of the highest bid, the Purchaser of a Property will be required to pay a deposit (the "Deposit") for each Property in an amount equal to one hundred dollars ($100) for each one thousand dollars of the Bid Price, rounded down to the nearest thousand. For example, a Bid Price of $5,513 would require a deposit of $500. If the sale price of a Property is less than $1,000, the deposit shall be $100. The Deposit may be paid in cash, certified check, attorney check, or bank draft payable to "County of Monroe" and must be paid at the time and place of the Public Auction, for which the Referee's receipt will be acknowledged.

3. All closings must be completed on or before **November 20, 2026** (except if a Property also is in the City's tax foreclosure sale, see paragraph 5.a below). Absent an extension to close granted by Bond Schoeneck King, the County's attorneys, based only on any delay in the firm's drafting of closing documents or such other reasonable extensions as said attorneys or the County may grant solely in their discretion, the balance of the Bid Price, together with recording and filing fees, must be paid by cash, certified check, or bank draft, on or before **November 20, 2026**, time being of the essence as to such date.

4. Each Property is sold subject to:

(a) Any state of facts an accurate survey may show and subject to any facts an inspection of the premises (including an environmental inspection and tests) would reveal.

(b) Building or tract restrictions or regulations.

(c) Violations of record, if any, now or hereafter against the premises, and any fines, charges, or assessments arising therefrom.

(d) Easements, covenants, agreements, reservations, and restrictions of record, if any, insofar as the same may be in force and effect.

(e) Rights of tenants and/or occupants in possession, if any.

(f) Security Agreements, conditional bills of sale, and other chattel mortgages, if any.

(g) The right of the United States of America to redeem by reason of any Federal lien filed by or acquired prior to the date of sale.

(h) The amount of any unpaid water, sewer, pure water, electric, natural gas, or other utility charges, as well as maintenance or demolition charges heretofore or hereafter levied, assessed or accrued against or with respect to such Property.

(i) The lien or liens of unpaid City of Rochester ("City") taxes, including liens assigned to third parties.

(j) The lien or lien of assessments, water, sewer rents, and utility charges, if any.

(k) The lien or liens of any unpaid School Tax and the lien or liens of Town and County taxes accruing after the commencement of this action.

(l) Unpaid Village taxes and other Village charges attributable to a parcel.

(m) Existing municipal code violations.

(n) Demolition Proceedings and/or Orders requiring a Property be demolished.

5. It is the responsibility of each Purchaser to determine the condition of each Property, to determine whether superior tax liens and charges will remain against a Property after the County's foreclosure of such Property.

a. City of Rochester Tax Liens

City of Rochester ("City") taxes have priority over County taxes and such taxes, whether held by the City or assigned to third parties, will not be extinguished by this tax foreclosure action. The City is and some third parties holding City tax liens are in the process of foreclosing City tax liens against Properties being sold in this Sale. The City's foreclosure sale is tentatively scheduled for **November 17, 2026**; **if the City or a third party forecloses a City tax lien on a Property it will cut off a Purchaser's interest in that Property and, if such sale occurs before Purchaser closes on the Purchaser's high bid in the County's Sale, the Purchaser will forfeit the Deposit. The City likely will set a redemption deadline that precedes its sale by a few weeks, so it is Purchaser's responsibility to determine what deadline the City has set for redemptions and**

to meet that deadline. It is incumbent upon a Purchaser to determine whether Property is subject to a pending foreclosure action of a City tax lien and to take such measures as Purchaser deems necessary to protect Purchaser's interests. While the County may attempt to ascertain as best it can and provide information regarding pending tax foreclosure actions on each Property or outstanding City taxes on each Property, such information, if provided, is done so only for convenience, and a Purchaser may not claim any errors in such information as a basis for not closing on property for which that Purchaser is the high bidder. Each Purchaser remains solely responsible for determining the status of City taxes and pending actions to foreclose such City tax liens on each Property on which he or she is bidding and absolves the County and its agents, employees and representatives from errors or omissions with regard to City tax lien information the County might provide for convenience.

b. Village Tax Liens

Village Tax liens and charges that may later be converted into and levied as tax liens ("Village Liens") are superior to County tax liens and all Properties located in a Village are sold subject to such Villege Liens. The County makes no representation regarding the status of such liens; it shall be the sole responsibility of the Purchaser to ascertain the status and amount of such Village Liens, if any.

c. Town Charges Later Converted Into Tax Liens

A town may assess charges against a Property for expenses incurred in connection with such Property but such charges might not initially appear as taxes against such Property; if left unpaid, a town might later convert such charges into tax liens that shall constitute tax liens arising at that time, even if after the date of Sale. Conversion of such charges into tax liens shall constitute taxes levied at the time of their conversion, so it is the sole responsibility of each Purchaser to determine whether a Property has any charges that may become the responsibility of Purchaser.

6. The Purchaser of a Property, or any portion thereof, will, at the time and place of the Public Auction, sign a **Memorandum of Purchase** in a form similar to the form annexed to the end of these Terms of Sale as **Attachment A**. Execution of a Memorandum of Purchase constitutes a binding agreement between Purchaser and the County to purchase a Property in accordance with the terms and conditions contained herein and in the General Instructions governing the administrative conduct of the sale, if any, as the County may prepare and distribute at the sale. A Property shall be deemed struck down to the highest bidder upon payment of the Deposit amount required hereunder (payment of which is due upon execution of the Memorandum of Sale). If the successful bidder fails to sign said Memorandum of Sale and pay the required Deposit promptly, such Property may be recalled and the bidding for such Property may be reopened under the direction of the Referee pursuant to these Terms of Sale, without application to the Court.

7. Each Purchaser is required to promptly schedule a closing date by contacting Bond Schoneck King, the County's tax foreclosure attorneys. Information about the closing and contact information for the County's closing attorneys is set forth in the General Instructions distributed in the bid packets issued to each Purchaser at the Sale. The Referee is not required to send any notice to a Purchaser reminding such Purchaser to close. If the Purchaser neglects to schedule a closing or tender performance at the closing time and place agreed to, Purchaser shall forfeit the Deposit and the County may again place the subject Property for sale at a further public auction to be held and conducted by the Referee. Additionally, if there be no conveyance of such Property to Purchaser and the date of closing is not extended, the County may charge the Purchaser interest at the statutory tax interest rate of 1½% per month from the Sale date on the unpaid taxes on the

Property until the date of the County's next tax foreclosure sale. The County may also pursue against a defaulting Purchaser all other remedies as are available to the County in law and equity.

8. In addition to the encumbrances previously described, each Property will be sold subject to all easements and restrictions of record; all building, zoning, and planning restrictions and codes affecting each Property; and all provisions of the Notice of Sale. It is understood that it is the sole responsibility of each Purchaser to determine the location, size, physical characteristics, and condition of each Property. Further, each Property is sold in "as is" condition and subject to rights of tenants or other persons in possession, if any. It is understood that certain Properties may be landlocked, unimproved, and/or not in compliance with building and zoning codes, State or local laws or regulations, and structures on a Property may be subject to a demolition proceeding and/or an order of demolition and may have been demolished by the Sale date or may be demolished between the Sale date and Purchaser's closing date. While the County has endeavored to identify properties subject to demolition proceedings or demolition orders, due to timing of the filing of such items and for other reasons, a Property subject to a demolition proceeding or demolition order may not be identified as such on the County's list of Properties being auctioned at the Sale. It is solely a Purchaser's responsibility to determine whether a Property is subject to demolition proceedings, orders or investigations. Additionally, public records, such as but not limited to the County's real property portal (https://www.monroecounty.gov/etc/rp/search.php), may indicate that a Property is improved but such records may be inaccurate, or even if improved, the improvement could have been destroyed by fire or removed through some other means before the Sale. A Purchaser is solely responsible for knowing the status of an improvement on a Property as of the time such Purchaser is bidding on a Property, so no Deposits will be

refunded because the status of improvements on a Property is not consistent with public records regarding the same. It is recommended that each Purchaser visually inspect a Property to make sure that the Purchaser knows the status of improvements on a Property as of the date of Sale.

9. Properties are sold subject to the right of redemption of the United States of America ("United States"). For any Property subject to a Federal tax lien, the United States has the right to redeem the Property. In order to redeem, the United States would have to reimburse the successful bidder for the amount of the Bid Price paid at the auction, and the Property would be conveyed to the United States.

10. Acknowledgment of the terms and conditions of the Notice of Sale is herein made and is hereby incorporated by reference.

11. It is understood that Purchaser will receive a Referee's deed which conveys only such title as can be conveyed by the Referee by way of an In Rem Foreclosure Sale. The County is not responsible to provide Purchaser with an abstract of title, title insurance, or an instrument survey map. In the event a Purchaser can show that the title to be conveyed for a Property would not be insurable, subject to standard exceptions, **due to errors or irregularities in this proceeding** the sale will be canceled as to that Property and the Deposit returned to the Purchaser. If a Property is deemed uninsurable for any of the conditions or exclusions noted in these Terms of Sale, however, a Purchaser may not cancel the sale. Additionally, a Purchaser may not cancel a purchase because a title insurer refuses to insure title to a Property being acquired through a tax foreclosure. In the event title to a Property is not insurable for a qualifying reason, the obligation and liability of the County and Bond Schoeneck & King shall be limited to the return of the Deposit. In no event shall the County or Bond Schoeneck & King be liable for any incidental or

consequential damages, accrued interest, claims, remedies, sums of money, or other relief, other than to return said Deposit.

12. It is the responsibility of each Purchaser to investigate the state of the title to a Property and to determine that all procedures have been followed in this foreclosure and all notices necessary to convey clean title to a Property have been given. Once a Referee's deed conveying title to a Property has been given, sale of a Property shall be deemed final and absolute, and a Purchaser shall have no recourse against the County or Bond Schoeneck & King for any errors in providing notice to any party holding an interest in or liens against a Property in issue in this auction.

13. Each Property will be sold as a single parcel only, except that the Referee conducting the sale shall have authority to combine for sale two tax identification numbers where those two tax IDs actually comprise a single parcel having one set of utility services.

14. Street addresses are provided only for informational purposes. Each Property to be sold comprises that real property corresponding to the referenced tax account number shown on the official tax maps. Reference to such tax maps should be made for a description of the Property being sold. The Referee's deed to be delivered shall describe the Property by reference to said tax account number. No property description will be set forth in any deed given for a Property acquired in this tax foreclosure.

15. No person, directly or indirectly, may bid on a Property of which he or she is the owner or owns a controlling interest in an entity that owns a Property ("Owner"). An Owner of a Property who, in violation of these terms, is the high bidder for a Property, or who takes an assignment of the high bid on such Property, will not be issued a referee's deed to the Property, but shall be obligated to pay the full amount of the bid and shall only be entitled to have those

taxes represented by such bid discharged on such Property. An Owner shall not be entitled to have third-party subordinate liens cut off by payment of such back taxes but, in the event the effective high bid paid by an Owner exceeds the amount owed to the County in this sale of the Owner's Property, the County shall refund to the Owner, without interest or fees, any excess sum the Owner has paid.

16. In signing a Memorandum of Purchase, a Purchaser acknowledges that he or she has read and understands these Terms of Sale, that the Terms of Sale and Notice of Sale (and any General Instructions and other information provided in a Purchaser's bid packet) form additional terms of contract between the County and such Purchaser. In the event of any dispute, Purchaser's acknowledgement shall survive the conveyance of the Property to such Purchaser.

17. Neither the County of Monroe nor the firm of Bond Schoeneck & King makes any representations or warranties, nor shall either be bound by any representations, regarding the size, location, condition (including environmental condition), improvements, surviving tax liens or charges, value, demolition notices or charges (that might later be levied as tax liens) relating to any of the Properties (collectively "Property Status"). Any representations or warranties that a Property is free from contamination by hazardous substances or is not in violation of any statutes, rules, codes, or regulations relating to the presence of hazardous substances or the protection of the environment are hereby expressly disclaimed as are any representations or warranties relating to the status of a Property.

18. It is the responsibility of each Purchaser to determine all other information about a Property whether such information is public or private.

19. The County has the right to remove any Property from the sale either before or after the Sale.

19. No announcements or information provided at the Sale shall increase or establish liability of the County or the County's attorneys, Bond Schoeneck & King, disclaimed in these Terms of Sale, including but not limited to the limitations of liability set forth in paragraphs 17 and 18, above.

Dated: August 28, 2026

David Mullins, Referee

ATTACHMENT "A" TO TERMS OF SALE

STATE OF NEW YORK
COUNTY COURT COUNTY OF MONROE

IN THE MATTER OF:

THE NOTICE OF FORECLOSURE OF TAX LIENS BY THE COUNTY OF MONROE ET AL.

IN REM ACTION NO. 150

Index No.:
E2026007575

MEMORANDUM OF PURCHASE

I, ____(name) personally, or on behalf of_______________________________________ (name of company) Bidder No.: __________, have, this _____ day of September 2026 submitted the high bid for the following premises:

Serial No.: ________________
Property Address: ____

pursuant to the Terms of Sale in this action, for the purchase price of
____ Dollars
($____________________), and have given a **deposit** in the amount of
____ Dollars,
($____________________). CASH ____ CHECK ____

In accordance with the Terms of Sale, I hereby promise and agree to pay the balance of the purchase price in full on or before **November 20, 2026,** unless the County of Monroe designates another date. If the Property is in the City's foreclosure sale scheduled for **November 17, 2026,** I understand that my interest will be cut off and I will lose my deposit if I do not close before the City's sale or redeem by the date the City requires before its sale. I understand that I have reviewed and am bound by the Terms of Sale, Notice of Sale, General Instructions and Closing Instructions (copies of which were included in the bid packet issued to me at this sale).

Dated: September _____, 2026

____
Purchaser

____
(Print Name and, if Applicable, Title)

FOR COUNTY USE ONLY ***
Received from said purchaser on the date noted above, the sum of ___________________
____ Dollars
($________________), for property sold by me as under the Judgment of Foreclosure in the above-entitled action.

____
David Mullins, Referee