

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this “Agreement”) is made and entered into as of the Effective Date (as defined in Section 3 below), by and between the **ULSTER COUNTY HOUSING DEVELOPMENT CORPORATION**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, P.O. Box 1800, Kingston New York 12401 (herein after referred to as the “Seller” or the “Corporation”), and **PENNROSE, LLC**, a Pennsylvania limited liability company, with a business address at 1301 North 31st Street, Philadelphia, Pennsylvania 19121 or its designee, successors and/or assigns (the “Purchaser”).

RECITALS:

WHEREAS, pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York, the Corporation was established as a not-for-profit local development corporation pursuant to the filing of a Certificate of Incorporation with the New York Secretary of State; and

WHEREAS, pursuant to Resolution Number 274 of 2020 (herein, the “County Authorizing Resolution”), the Ulster County Legislature authorized (i) the undertaking of a certain Disposition, as defined within the County Authorizing Resolution and more particularly described herein (collectively, the “Disposition”) of a fee and/or leasehold interest to the Corporation of a certain parcel of land, along with the buildings and improvements located thereon, as defined herein; and

WHEREAS, after the Disposition, the Corporation became the owner of the land (the “Land”) and the improvements located thereon (the “Improvements”), located in the City of Kingston, Ulster County, State of New York, consisting of approximately 41 acres located on the “Old Jail” site and identified by tax identification number 56.40-1-19.300. The Land is more particularly described and/or shown on *Exhibit A* attached hereto and made a part hereof. The Land and the Improvements are hereinafter collectively referred to as the “Property”; and

WHEREAS, the Purchaser and its affiliates are experienced developers of affordable and mixed-use housing who desire to acquire a portion of the Property (the “Project Property” as defined below) on the terms and conditions set forth herein; and

WHEREAS, it is the Purchaser’s intent to develop and construct on the Project Property a mixed-income housing project with access to open spaces, together with resident amenities and community service facilities; and

WHEREAS, the Seller now desires to sell the Project Property to the Purchaser; and the Purchaser desires to acquire the Project Property from the Seller on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROJECT PROPERTY. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy, upon the terms and conditions hereinafter set forth, an approximately 20.136 acre portion of the Property being more particularly described and/or shown on ***Exhibit B*** attached hereto and made a part hereof, together with all right, title and interest of Seller in and to any land lying in the bed of any highway, open or proposed, abutting said parcel, all improvements thereon, all rights of way, licenses, privileges, appurtenances and water, mineral and air rights, if any (the "Project Property").

2. CONTEMPLATED USE OF THE PROJECT PROPERTY. The Purchaser hereby acknowledges and represents that the Purchaser is acquiring the Project Property for the intended purpose of developing and constructing thereon a mixed income, affordable housing project with access to open spaces, resident amenities, and community service facilities (the "Project"), which will be subject to an affordability regulatory agreement with NYS DHCR.

3. EFFECTIVE DATE OF THIS AGREEMENT.

The effective date of this Agreement shall be the later of (i) the date on which the Purchaser signs this Agreement, or (ii) the date on which the Seller signs this Agreement, as set forth immediately under the Purchaser's and Seller's signature below (the "Effective Date").

4. TITLE.

(a) Conveyance of the Project Property shall be made by a good and sufficient form Bargain and Sale Deed, with covenants against grantor's acts ("Deed"), conveying good and marketable title subject to such encumbrances as may exist as of the Title Acceptance Date (as defined in Section 11 hereof). Good and marketable title shall be defined as: marketable title in fee simple, insurable by a title insurance company licensed to do business in the State of New York, at standard rates and subject to standard conditions and exceptions, provided however that there shall be no exception concerning parties in possession, mechanic's liens and other improvement liens; and provided further, that Purchaser shall have received a survey acceptable to Purchaser and Purchaser's title insurance company, and which will allow construction of the Project as contemplated by Purchaser. The Deed shall be prepared by Seller, duly signed by the Seller, signature(s) acknowledged, and with any New York State transfer tax paid by the Seller. Purchaser shall bear the cost of title insurance and a survey. Acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed on the part of Seller except as otherwise provided in this Agreement.

(b) All other tangible and intangible property rights, to the extent such rights are assignable, if any, constituting the Project Property shall be assigned to and assumed by Purchaser at the Closing (hereinafter defined). Conveyance of these items shall be made by

commercially reasonable bills of sale and/or assignment and assumption agreements and shall include the consent of third parties if required to effectuate the assignment.

5. POSSESSION; CONDITION.

(a) Full possession of the Project Property will be conveyed on the date of closing and transfer of title (the "Closing").

(b) Subject to the terms and conditions hereof, the Project Property shall be conveyed "AS IS" to the Purchaser, without any covenant, representation or warranty of any nature whatsoever, express or implied, and Purchaser is relying solely on Purchaser's own investigation of the Property.

6. PURCHASE PRICE.

(a) The purchase price for the Property is One Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$1,850,000.00) ("Purchase Price"), contingent on the Purchase Price being supported by an independent, third-party appraisal acceptable to the Project lender(s) and investor(s).

(b) It is a condition precedent to the effectiveness of this Agreement that, upon the execution of this Agreement by the Purchaser, Purchaser shall deposit with the Ulster County Commissioner of Finance (the "Escrow Agent"), by delivery of a cashier's check or wire transfer of immediately available federal funds, the amount of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** (the "Deposit"). The Deposit shall be credited against the Purchase Price at Closing.

(c) If the Seller shall be unable to deliver insurable title as defined in Section 4 hereof, or to make conveyance, or to deliver possession of the Project Property, all as herein stipulated, or if at the time of the Closing, the Project Property does not conform with the provisions hereof, then the Purchaser may accept such title, possession or condition as Seller may deliver or Purchaser may terminate this Agreement. It is understood and agreed that, except as provided in Section 8 hereof, Seller shall not be under any obligation to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Project Property or to remove any encumbrances upon the title to the Project Property not voluntarily placed thereon by the Seller.

7. DELIVERY OF DEED AND CLOSING.

(a) Delivery of the Deed conveying title as set forth in Section 4 hereof and all other Closing instruments shall occur at the Closing. Closing is to be held contemporaneously with the closing on all financing sources identified in Section 12(b) hereof; provided, however, that the Closing must occur within twelve (12) months after the satisfaction of all Purchaser Contingencies set forth in Section 12 hereof, but in no event later than the five (5) year anniversary of the Effective Date, unless otherwise agreed to by the parties hereto (the "Outside Closing Date").

(b) If the Purchaser Contingencies (as defined in Section 12 hereof) have not been satisfied by the Outside Closing Date, Purchaser may either proceed to Closing and waive any unsatisfied Purchaser Contingencies set forth in Section 12 hereof or terminate this Agreement.

8. EXISTING CONDITIONS; DISCHARGE OF LIENS; ANTICIPATED COUNTY EASEMENTS.

(a) Except as otherwise set forth herein, Seller shall convey the Project Property subject to: all covenants, conditions, restrictions, and easements of record; all laws applicable to the Project Property including, without limitation, zoning and environmental protection laws, and any state of facts which an inspection and/or accurate survey may show provided that none of the foregoing shall preclude the proposed use of the Project Property as set forth in Section 2 hereof or be a non-permitted exception to the title policy of any construction or permanent loan or equity funding source secured under Section 12(b). At Closing, Seller shall pay and discharge any mortgage or tax liens and any other liens and encumbrances not otherwise agreed to by Purchaser as of the Closing out of the funds paid by Purchaser on the transfer of title. Except as described in Section 8(b) below, Seller shall not further encumber the Property commencing on the date of execution hereof. The accrual of additional property taxes and property tax enforcement procedures shall not be deemed a further encumbrance pursuant to the preceding sentence (although any such accruals shall be a liability of Seller to be discharged at Closing).

(b) Notwithstanding the foregoing, Purchaser acknowledges that Seller will need to grant certain easements to the County of Ulster prior to the conveyance of the Project Property to Purchaser. These anticipated easements are described on *Exhibit E* attached hereto and made a part hereof (the "Anticipated County Easements"). Seller agrees to cooperate and consult with Purchaser regarding the final location of the Anticipated County Easements and the documentation evidencing such easements. It is agreed by the Parties that the Anticipated County Easements shall not impede the proposed use of the Project Property by Purchaser or significantly increase the cost of development of the Project and that, should Purchaser determine in its sole but reasonable discretion that the Anticipated County Easements will cause such impediment or increased cost, Purchaser shall have the right to cancel this Agreement by written notice to Seller and receive the return of the Deposit.

9. ADJUSTMENTS; TAXES; ASSESSMENTS.

(a) Purchaser acknowledges that the Property is currently wholly exempt from real property taxes (Roll Section 8) and that upon transfer of title of the Project Property to Purchaser on the Closing Date, the taxable status of the Project Property conveyed shall be determined in accordance with Section 520 of the New York Real Property Tax Law ("RPTL"). Purchaser further acknowledges that a pro rata tax may be assessed by the applicable assessor as of the Closing Date pursuant to Section 520 of RPTL and that the Purchaser shall be responsible for all real estate taxes assessed against the Project Property as of and after the Closing. Nothing herein shall be construed to limit the provisions of Section 2.1(f) herein.

(b) At Closing, Seller shall pay any real property transfer tax. Purchaser shall pay for recording the Deed and the mortgages securing Purchaser's financing and for any mortgage tax.

10. SELLER'S COVENANTS.

(a) Seller agrees to cooperate with and assist Purchaser in making application for the subdivision of the Project Property from the Property, the necessary zone change for construction of the Project, and all other governmental approvals, permits, variances or agreements required with respect to the development, construction, ownership and/or operation of the Project. Seller further agrees, if requested by Purchaser, to support an application in the Seller's name for such subdivision and zone change, and for any other governmental approvals, at no expense to Seller and without seeking any compensation or additional consideration by reason of the cooperation required under this Paragraph. Seller shall sign all such applications as are required by the respective reviewing agencies in order to process the Purchaser's applications for subdivision and site plan approvals; provided, however, that Seller shall incur no cost in connection with Purchaser's undertakings hereunder.

(b) Seller will lend support to the Purchaser by supporting a real property tax exemption under Article XI of the New York Private Housing Finance Law, a Payment in Lieu of Taxes (PILOT) agreement, Demolition and Remediation Funding, Grants, Funding Applications and other governmental supports and approvals as needed to realize the intended development of the Property.

(c) Seller will use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement.

(d) Seller will promptly notify Purchaser in writing if Seller becomes aware of any fact or condition that causes or constitutes a breach of any of Seller's representations and warranties as of the date of this Agreement, or if Seller becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, Seller will promptly notify Purchaser of the occurrence of any breach of any covenant of Seller in this Section 10 or of the occurrence of any event that may make the satisfaction of the conditions in Section 12 hereof impossible or unlikely.

(e) In the event that New York State or any other required entity issues an affordable housing award for the Project, Seller shall comply with the terms and conditions of such award, including, but not limited to, the assignment of Purchaser's interest in this Agreement to an entity(ies) meeting such award's requirements for the organizational structure of the Project owner.

11. TITLE INSPECTION; INSPECTION PERIOD; RIGHT OF ENTRY.

(a) The Purchaser agrees to cause the title to the Property to be examined "as of" a date which is not earlier than the Effective Date of this Agreement. Purchaser agrees to notify the Seller in writing as provided herein on or before 5:00 p.m. on that date which is not later than ninety (90) days following the date of execution hereof (the "Title Notification Deadline") of any defect in title as of the date of the title examination performed by or on behalf of the Purchaser

which the Purchaser alleges will prevent the Purchaser from obtaining good and insurable title to the Project Property. In the event that the Purchaser shall fail to notify the Seller and Seller's attorney in writing of any such alleged defects in title by written notice to the Seller on or before 5:00 p.m. on the Title Notification Deadline, addressed to the Seller, Purchaser shall (subject to the provisions of Section 8(b) above) be deemed satisfied with the title to the Property as of the later of (i) the Effective Date of this Agreement, or (ii) the time and date of the title examination performed by or on behalf of the Purchaser (the "Title Acceptance Date"). Purchaser shall provide Seller with a copy of the title report and, if title defects are found, Seller will have three (3) days after receipt of the report to notify Purchaser in writing that Seller agrees to correct the defects at Seller's own expense, in which event Seller shall cure such defect within forty-five (45) days of Seller's notification to Purchaser (except defects consisting of liens to be discharged by the payment of money which are to be satisfied out of the Closing proceeds); if Seller does not so agree to correct such defects to Purchaser's satisfaction, Purchaser shall be given an additional ten (10) days to void this Agreement by notifying Seller in writing; or waive such defects by not notifying Seller.

(b) Notwithstanding anything contained in this Agreement (but subject to the provisions of Section 8(b) above), Purchaser shall have a period of one hundred and eighty (180) days (the "Inspection Period") commencing on the Effective Date and ending at 5:00 p.m. on the one hundred and eightieth (180th) day thereafter, to conduct any and all tests, reviews, investigations, inquiries, research, and analysis of the Project Property, including environmental audits, engineering studies, planning and zoning, reviews, which, in Purchaser's discretion, are necessary and desirable to determine the feasibility of the Project. In the event Purchaser is not satisfied with any aspect of the Project Property, the Purchaser may elect to cancel this Agreement upon written notice to Seller given not later than the date and time the Inspection Period expires with time of the essence as to that date and time. In the event Purchaser elects to cancel this Agreement pursuant to this Section, Purchaser agrees upon the request of Seller to provide Seller with copies of any and all studies, reports, tests, applications, approvals, and documents prepared for the purpose of evaluation of the Property, whereupon this Agreement shall be deemed null and void, without further force or effect.

(c) Seller shall permit Purchaser, and its duly authorized agents, employees and representatives to enter upon the Property at all reasonable times during normal business hours to conduct such reasonable tests, surveys and measurements which are reasonably approved by Seller, including environmental investigations and testing. Such entry and inspections may be conducted only during the Inspection Period commencing on the Effective Date of this Agreement. All such testing shall be at Purchaser's sole expense and shall be accomplished without unreasonably interfering with Seller's use and occupancy of the Property. At Seller's option, Seller may be present for any inspections or tests. In connection therewith, Purchaser shall indemnify and hold Seller harmless from any and all matters, actions, claims or proceedings asserted against Seller arising in or out of injury to person or property in connection with any such due diligence inspection of the Property as provided herein, including reasonable attorney's fees. The Purchaser's third-party consultants who enter the Property shall each procure and maintain liability insurance policies providing industry standard coverages, which serve to protect Seller's interest as owner of the Property and shall provide the Seller with a Certificate of Insurance naming the Seller as additional insured in the amount set forth herein prior to entry onto the Property for purposes of complying with the provisions of this Section 11.

(d) In conducting any inspections, investigations, examinations, or tests of the Property, Purchaser and its agents and representatives shall:

- (i) not damage any part of the Property or any personal property;
- (ii) maintain commercial general liability (occurrence basis) insurance in terms and amounts reasonably satisfactory to Seller covering any accident arising in connection with the presence of Purchaser, its agents and its representatives on the Property;
- (iii) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property;
- (iv) not permit any liens to attach to the Property;
- (v) with the express exception for destructive testing approved by Seller in writing ahead of time, fully restore the Property to the condition in which the same was found before any such inspections or tests were undertaken; and
- (vi) not reveal or disclose any information obtained during the Inspection Period concerning the Property to anyone outside Purchaser's organization, except with the confidentiality standards set forth in Section hereof or as required by law.

(e) PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, CAUSES OF ACTION, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF PURCHASER'S INSPECTIONS OR TESTS OR ANY VIOLATION OF THE PROVISIONS OF THIS SECTION 11. THIS INDEMNITY SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT FOR A PERIOD OF ONE YEAR.

12. PURCHASER'S CONTINGENCIES.

Purchaser's obligation to purchase the Project Property is subject to the following contingencies (collectively, "Purchaser's Contingencies" or "Purchaser Contingencies"):

(a) Purchaser shall have obtained all necessary municipal and/or governmental approvals, including subdivision and required zoning changes or variances, consistent with the terms and conditions hereof, site plan approval, and building permits sufficient to construct the Project on the Project Property. Purchaser shall commence work on all approvals for the Project, as chronologically appropriate, and shall diligently pursue all required approvals. Seller agrees to cooperate with Purchaser in obtaining all permits and approvals provided that Seller shall not be required to incur any expense, it being agreed that the Project Property must allow, by variance or

otherwise, for the construction of the Project thereon. Seller shall support Purchaser to the maximum extent possible in securing all subdivision approvals, zoning changes or variances.

(b) Purchaser shall have obtained construction and permanent financing including without limitation, equity financing through the sale of low-income housing tax credits, tax-exempt bonds, subsidies, grants and below-market loans, as available and appropriate, sufficient to construct and develop the Project in accordance with the development and operating budgets prepared by Purchaser (in its sole discretion).

(c) Purchaser shall have obtained from Seller (and/or third parties) all easements necessary or appropriate to ensure that Purchaser, upon closing of title to the Project Property, has ingress to and egress from the Project Property as approved by the Planning Board, all utilities are available to the Project Property's lot line, including without limitation, gas, water, sewer, cable, and other reasonable utilities, and such other such rights over the land of Seller or others which are reasonably required or appropriate for the construction or operation of the Project on the Project Property.

(d) The Parties expressly acknowledge that Purchaser may elect to further subdivide and redevelop the Project Property in phases, subject to the availability of scarce and competitive housing finance resources, which shall be at Purchaser's sole cost and expense and Seller shall cooperate with such efforts. Any further subdivision of the Project Property would directly result in the pro rata adjustments to the Purchase Price.

13. SELLER'S CONTINGENCIES.

Seller's obligation to sell the Project Property and close the transaction contemplated hereby is subject to the satisfaction of each of the following conditions precedent, the satisfaction of which shall be determined solely by Seller in the exercise of its reasonable judgment (unless a different standard is stated). Any of these conditions precedent may be waived by Seller in Seller's sole discretion (collectively, "Seller's Contingencies" or "Seller Contingencies"):

(a) All of the representations and warranties of Purchaser set forth herein shall be true in all material respects as of the Closing Date.

(b) Purchaser shall have paid the Purchase Price as provided in Section 6 and shall have delivered at Closing all documents required from Purchaser under this Agreement.

14. CASUALTY LOSS.

The Property shall be and remain at the risk of Seller until Closing.

15. REAL ESTATE BROKER.

Seller and Purchaser represent to each other that no broker brought about this sale. Seller and Purchaser agree to indemnify each other in connection with all claims, losses, actions, etc., associated therewith.

16. NOTICES.

Unless otherwise specified herein, any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Notice to Purchaser shall be sent to:

Pennrose, LLC
230 Wyoming Avenue
Kingston, Pennsylvania 18704
Attention: Dylan Salmons
Phone: (267) 386-8643
Email: dsalmons@pennrose.com

With copies to:

Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207
Attention: Melissa M. Beskid, Esq.
Phone No.: 518-465-1500, Ext. 230
Email: mbeskid@chwattys.com

Notice to Seller shall be sent to:

For Personal Delivery:
Ulster County Housing Development Corporation
c/o Ulster County Attorney's Office
County Office Building
5th Floor
244 Fair Street
Kingston, NY 12401

For Certificate Mail:
Ulster County Housing Development Corporation
c/o Ulster County Attorney's Office
P.O. Box 1800
Kingston, NY 12402-1800
Phone No.: (845) 340-3685

17. SELLER'S REPRESENTATIONS AND COVENANTS.

(a) Seller represents that all requisite and necessary actions on the part of Seller have been duly taken or will be taken as required so as to fully authorize the Seller to sell and convey to Purchaser the Project Property in accordance with the terms and provisions of this Agreement.

Seller further represents that this Agreement and each of the documents described herein to be executed and delivered by Seller at the Closing have been duly executed by the appropriate officers of Seller, and each constitutes the valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms (except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or other debtor relief laws in effect at the time).

(b) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will directly or indirectly, with or without notice or lapse of time or both (1) violate any federal, state or local law, rule or regulation or any judgment, order or decree to which the Seller is subject, or (2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which any of the Seller is a party or by which it is bound or to which any of its assets is subject.

(c) Seller owns the fee simple interest in the Property, free and clear of any liens, charges, or encumbrances other than those matters set forth in *Exhibit C* attached hereto and made a part hereof.

(d) Neither Seller nor, to the best of Seller's knowledge, any predecessor user or other person has ever generated, stored, or disposed of any hazardous waste or substance on the Property. For purposes hereof, "hazardous waste or substance" shall encompass all substances included in the definition of such terms under the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. §960 et seq. and regulations thereunder, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq. and regulations thereunder, and analogous laws and regulations of the State of New York.

(e) There are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases pending, or, to the best of Seller's knowledge, threatened, against the Property and Seller is not aware of any facts which might result in any such action, suit or other proceedings except such liens as shall be satisfied at Closing.

The representations, warranties, and covenants set forth in this Agreement shall be continuing and shall be true and correct on and as of the Closing with the same force and effect as if made at that time. If any such representation is not true, correct, and complete, in addition to Purchaser's remedies, it shall be entitled to terminate this Agreement. All representations, warranties, and covenants made by Seller herein shall survive the Closing for a period of one year.

18. PURCHASER'S REPRESENTATIONS AND COVENANTS.

(a) Purchaser is a limited liability company organized and existing under, and governed by, the laws of the Commonwealth of Pennsylvania, and it is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Purchaser to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Purchaser. The execution of this Agreement, and the performance of all obligations under this Agreement, have been authorized by all required action of Purchaser, all as required by the Articles of Organization, operating agreement and applicable laws that regulate the conduct of Purchaser's affairs. The execution of this Agreement and the performance of all obligations set forth herein do not conflict with and do not constitute a breach of or event of default under any Articles of Organization or operating agreement of Purchaser, or any agreement, indenture, mortgage, contract or instrument to which Purchaser is a party or by which Purchaser is bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, this Agreement constitutes the valid, legally binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

(b) Purchaser represents that it possesses or will possess at the Closing funds sufficient to pay the Purchase Price for the purchase of the Project Property as set forth in this Agreement. Nothing herein shall be construed to limit the rights of Purchaser to terminate this Agreement or to rely upon the conditions precedent to Closing under any other provision herein, including, but not limited to, the financial contingency set forth in Section 12(b) of this Agreement.

(c) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against Purchaser wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Purchaser of its obligations hereunder or the other transactions contemplated hereby, or that, in any way would materially adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by Purchaser in connection with the transaction contemplated hereby.

(d) Purchaser has the ability to obtain funds in amounts equal to the Purchase Price which will be sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction contemplated by this Agreement. Nothing herein shall be construed to limit the rights of the Purchaser to terminate the Agreement or to rely upon the conditions precedent to closing under any other provision herein, including, but not limited to, the financial contingency set forth in Section 12 (b) of this Agreement.

19. BREACH OF OBLIGATIONS, REPRESENTATIONS OR WARRANTIES BY PURCHASER.

If at any time subsequent to the Effective Date and prior to the Closing, except for such covenants and conditions that expressly survive the Closing, which shall continue after the

Closing, (a) Purchaser shall breach any material obligation, covenant or warranty made by it herein, or (b) any representation made by Purchaser herein shall be (or prove to be) false in any material respect, then, upon Seller providing written notice thereof to Purchaser, Purchaser shall proceed with due diligence and dispatch to take all such commercially reasonable actions as shall reasonably be required to cure such breach, and Purchaser shall continue to take all such actions until such breach is cured.

20. EVENTS OF DEFAULT BY PURCHASER.

Subject to the provisions of Section 19 hereof, any one or more of the following shall constitute an "Event of Default" by Purchaser hereunder:

(a) Failure by Purchaser (within ten (10) days of either the occurrence or notice of any event described in Section 19 above, whichever is later), to cure such breach; provided however, that if Purchaser is diligently pursuing such cure, and if in the reasonable judgment of Seller, there is a reasonable likelihood that such breach will be cured within a sixty (60) day period, then failure to cure such breach shall not be considered to be an Event of Default until the sixtieth (60th) day after such breach has occurred or such notice has been provided, whichever is later; or

(b) Any Act of Bankruptcy on the part of Purchaser has occurred prior to satisfaction of the terms and conditions of this Agreement; or

(c) The inability of Purchaser to consummate the transactions contemplated in this Agreement because it is unable to pay the Purchase Price to the Seller as provided herein, unless such failure is due to an Event of Default by Seller.

21. REMEDIES OF THE SELLER.

Except as otherwise expressly provided in this Agreement, Seller's sole remedy for the occurrence of an Event of Default set forth under Section 20 hereof shall be the retention of the Deposit. All rights and remedies under this Agreement are cumulative of and not exclusive of, any rights or remedies otherwise available, and the exercise of any such rights or remedies shall not bar the exercise of any other rights or remedies.

22. BREACH OF OBLIGATIONS, REPRESENTATIONS OR WARRANTIES BY SELLER.

If at any time subsequent to the Effective Date and prior to the Closing, except for such covenants and conditions that expressly survive the Closing, which shall continue after the Closing, (a) Seller shall breach any material obligation, covenant or warranty made herein, or (b) any representation made by the Seller herein shall be (or prove to be) false in any material respect then, upon Purchaser's providing written notice thereof to Seller, Seller shall proceed with due diligence and dispatch to take all such commercially reasonable actions as shall reasonably be required to cure such breach, and the Seller shall continue to take all such actions until such breach is cured.

23. EVENTS OF DEFAULT BY SELLER.

Subject to the provisions of Section 22 hereof, any one or more of the following shall constitute an "Event of Default" by Seller hereunder:

(a) Failure by Seller (within ten (10) days of either the occurrence or notice of any event described in Section 22 above, whichever is later), to cure such breach; provided however, that if Seller is diligently pursuing such cure, and if in the reasonable judgment of Purchaser, there is a reasonable likelihood that such breach will be cured within a sixty (60) day period, then failure to cure such breach shall not be considered to be an Event of Default until the sixtieth (60th) day after such breach has occurred or such notice has been provided, whichever is later; or

(b) Any Act of Bankruptcy on the part of Seller has occurred prior to satisfaction of the terms and conditions of this Agreement; or

(c) The inability of Seller to consummate the transactions contemplated in this Agreement because Seller is unable to convey the Project Property to Purchaser as provided herein for any reason under Seller's control, unless such failure is due to an Event of Default by Purchaser.

24. REMEDIES OF PURCHASER FOR EVENT OF DEFAULT BY SELLER.

The remedies for the occurrence of an Event of Default set forth under Section 23 hereof shall be the return of the Deposit and, at the option of the Purchaser, either (a) a suit seeking specific performance by the Seller of the provisions of this Agreement and injunctive relief, or (b) to pursue any other remedies that may be available to the at law or in equity. All rights and remedies under this Agreement are cumulative of and not exclusive of, any rights or remedies otherwise available, and the exercise of any such rights or remedies shall not bar the exercise of any other rights or remedies.

25. TIME.

Time shall not be of the essence in relation to the provisions of this Agreement unless otherwise directed by either party in writing and notice is provided as set forth in Section 15, above. All references to "days" herein shall mean calendar days. In the event the expiration of any time period identified herein falls on a Saturday or Sunday, the time period shall be deemed extended to 5:00 p.m. EDT or EST, as may then be in effect, on Monday.

26. AMENDMENTS.

This Agreement may not be amended or modified except pursuant to a written instrument executed by both Purchaser and Seller.

27. CONSTRUCTION OF AGREEMENT.

This Agreement has been executed in one or more counterparts and each shall be deemed to be an original and shall be binding upon and inure to the benefit of the respective parties hereto. If two or more persons are named herein as Seller or Purchaser, their obligations hereunder shall be joint and several.

28. PARTIAL INVALIDITY.

If for any reason any paragraph or provision of this Agreement or the application thereof to any person shall be held to any extent invalid, unenforceable, or contrary to any existing or future laws, then the remainder of this Agreement or the application of such paragraph or provision to persons, entities or circumstances other than those with respect to which it has been held invalid or unenforceable shall not be affected thereby and each paragraph and provision shall be valid and enforced to the fullest extent permitted by law.

29. ASSIGNMENT.

Seller agrees that Purchaser may assign this Agreement to an affiliate of Purchaser, provided that such affiliate assumes all rights and obligations of Purchaser hereunder.

30. ENTIRE AGREEMENT.

This Agreement and the Land Development Agreement entered into between the parties on or about the Effective Date hereof (the "LDA") contain all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein and in the LDA. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

31. APPLICABLE LAW.

The laws of the State of New York shall govern the terms and conditions of this Agreement, and it shall be interpreted and enforced in accordance with the laws of the State of New York.

32. COUNTERPARTS.

This Agreement may be signed in any number of counterparts, and by PDF signature delivered by electronic mail, each of which shall be an original, with the same effect as if the original signatures thereto and hereto were upon the same instrument.

33. NO REPRESENTATIONS OR WARRANTIES.

Purchaser warrants and represents (a) that Purchaser has or will have inspected the Project Property and is purchasing the same "as is", and in its present condition, and (b) that no representations or warranties of any kind have been made by Seller except as specifically set forth in this Agreement. This Agreement and the LDA contain the entire agreement between the parties and all prior negotiations and agreements are merged herein and therein. Except as may be expressly provided herein, the representations and warranties by the Seller herein shall not survive the Closing.

34. ACCEPTANCE OF DEED.

Acceptance of the Deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller, except as herein otherwise set forth. No warranty or representation herein contained shall survive the Closing of title hereunder unless specifically stated herein.

35. WAIVER.

No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for the exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude any other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

36. MASTER DEVELOPMENT AGREEMENT

This Agreement is subject to the terms and conditions of the LDA.

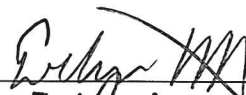
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

SELLER:

**ULSTER COUNTY HOUSING
DEVELOPMENT CORPORATION**

Date Executed: 4/13/21

By: 
Name: Evelyn Wright
Title: President

PURCHASER:

PENNROSE, LLC

Date Executed: April 8, 2021

By: 
Name: Timothy I. Henkel
Title: Principal & Senior Vice President

EXHIBIT A

PROPERTY DESCRIPTION



EXHIBIT B

PROJECT PROPERTY DESCRIPTION

(See Lot 3A; lot area = 20.136 acres)

EXHIBIT C

LIENS, CHARGES AND ENCUMBRANCES

EXHIBIT D

ANTICIPATED COUNTY EASEMENTS

- Water line easement along the existing access road to the existing water tower on the site.
- Water and data line easements from the existing water tower adjacent to the access road, then over the hill to Rt. 32.
- Access easement for the road to the existing radio tower.
- Drainage easements behind the existing Mental Health Building.

