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Since 1876

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March 21, 2019

HAND DELIVERED

Rebecca A. Valk, Esq.
Mackey, Butts & Wise, LLP
319 Mill St.
Poughkeepsie, NY 12601

Re: Thorne Building Community Center, Inc. from
Village of Millbrook

Dear Rebecca:

Enclosed is the fully executed contract. I've retained a copy.

Thank you.

Very truly yours,

CORBALLY, GARTLAND AND RAPPLEYEA, LLP


Allan B. Rappleyea

ABR/ncs
Enclosure

Residential Contract of Sale (2000)

This form was originally prepared by the Real Property Law Section of the New York State Bar Association and the Committee on Real Property Law of the Association of the Bar of the City of New York. This form may have been altered by the user and any such alterations may not be apparent. To view or download the original unaltered text of this form, visit the Real Estate Law page at www.abcnny.org.

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE LAW").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

RESIDENTIAL CONTRACT OF SALE

Contract of Sale made as of 17th March January, 2019, BETWEEN

VILLAGE OF MILLBROOK, a municipal corporation
Address: P.O. Box 349, Millbrook, New York 12545

hereinafter called "Seller" and

THORNE BUILDING COMMUNITY CENTER, INC., a New York Not-For-Profit
Corporation organized and existing under the laws of the State of New York, having an office at
63 Front Street, P.O. Box 258, Millbrook, New York 12545

hereinafter called "Purchaser".

The parties hereby agree as follows:

1. Premises. Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: 3323 Franklin Avenue, Millbrook, NY 12545

Tax Map Designation: 135801-6765-19-548131

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall

deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. Personal Property. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances. All included fixtures and personal property shall be in "as is" condition as of the date of this Contract. ~~except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, chandeliers, bathroom and kitchen cabinets and counters, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, built in microwave oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built ins not excluded below, in each case, if and to the extent found upon the Premises, in "as is" condition as of the date of the Closing. (strike out inapplicable items).~~

Excluded from this sale are furniture and household furnishings

3. Purchase Price. The purchase price is
\$10.00

payable as follows:

(a) on the signing of this contract, by Purchaser's good check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"):
\$0.00

(b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed:
\$0.00

(c) by a purchase money note and mortgage from Purchaser to Seller:
\$0.00

(d) balance at Closing in accordance with paragraph 7:
\$10.00

4. Existing Mortgage. *(Delete if inapplicable)* If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:

~~(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with interest at the rate of _____ percent per annum, in monthly installments of \$ _____ which include principal, interest and escrow amounts, if any, and with~~

any balance of principal being due and payable on

~~—(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing~~

~~—(c) If there is a mortgagee escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.~~

~~—(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.~~

~~—(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.~~

5. Purchase Money Mortgage. *(Delete if inapplicable)* If there is to be a purchase money mortgage as indicated in paragraph 3(e) above:

~~—(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$ _____ for its preparation.~~

~~—(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than _____ percent per annum and the total debt service thereunder shall not be greater than \$ _____ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.~~

~~6. Downpayment in Escrow.~~ (a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a segregated bank account at M&T Bank, Washington Hollow, Millbrook, New York until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in a(n) non-interest bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, non-appealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

~~(b) The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrowee), indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.~~

~~(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.~~

~~(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.~~

~~(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.~~

~~(f) The party whose attorney is Escrowee shall be liable for loss of the Downpayment.~~

7. Acceptable Funds. All money payable under this contract, unless otherwise specified, shall be paid by:

- (a) Cash, but not over \$1,000.00;
- (b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon reasonable prior notice (by telephone or otherwise) to Purchaser;
- (c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00; and
- (d) As otherwise agreed to in writing by Seller or Seller's attorney.

~~8. Mortgage Contingency. (Delete paragraph if inapplicable) (a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance on or before 45 days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 8(k) (the "Commitment Date"), of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$_____ for a term of at least 30 years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and if that does not occur before the Commitment Date, Purchaser may cancel under paragraph 8(e) unless the Commitment Date is extended). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason.~~

~~(b) Purchaser shall (i) make prompt application to one or, at Purchaser's election, more than one Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with such Institutional Lender(s) to obtain a Commitment. Purchaser shall accept a Commitment meeting the terms set forth in subparagraph 8(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). Purchaser shall furnish Seller with a copy of the Commitment promptly after receipt thereof.~~

~~(c) (Delete this subparagraph if inapplicable) Prompt submission by Purchaser of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in subparagraph 8(b)(i), provided that such Mortgage Broker promptly submits such application~~

~~to such Institutional Lender(s). Purchaser shall cooperate in good faith with such Mortgage Broker to obtain a Commitment from such Institutional Lender(s).~~

~~(d) If all Institutional Lenders to whom applications were made deny such applications in writing prior to the Commitment Date, Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denials, provided that Purchaser has complied with all its obligations under this paragraph 8.~~

~~(e) If no Commitment is issued by the Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations under this paragraph 8.~~

~~(f) If this contract is canceled by Purchaser pursuant to subparagraphs 8(d) or (e), neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27.~~

~~(g) If Purchaser fails to give timely Notice of cancellation or if Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph 8.~~

~~(h) If Seller has not received a copy of a Commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser within 5 business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such commitment to Seller within 10 business days after the Commitment Date. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser (provided Purchaser had complied with all of its obligations under this paragraph 8) and except as set forth in paragraph 27.~~

~~(i) The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries under this paragraph 8.~~

~~(j) For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.~~

~~(k) For purposes of subparagraph (a), Purchaser shall be deemed to have been given a fully executed copy of this contract on the third business day following the date of ordinary or regular~~

mailing, postage prepaid.

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;

~~(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;~~

~~(c) Encroachments of stoeps, areas, cellar steps, trim and cornices, if any, upon any street or highway;~~

~~(d) Real estate taxes and special assessments that are a lien, but are not yet due and payable; and~~

~~(e) The other matters, if any, including a survey exception, set forth in a Rider attached.~~

10. Governmental Violations and Orders. (a) Purchaser shall take the Premises subject to any governmental violations and orders that may exist. Seller shall have no obligation to comply with any notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date of closing by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

~~(b) (Delete if inapplicable) All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.~~

11. Seller's Representations. (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road;

(ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract and except as addressed in the Rider to this Contract;

(iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(iv) The Premises are affected by an exemption and/or abatements of taxes; and

(v) Seller has been known by no other name for the past ten years.

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (~~except as otherwise set forth in paragraph 16(e))~~), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. Insurable Title. Seller shall give and Purchaser shall accept such title as any reputable title insurance company licensed to do business in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. Closing, Deed and Title.

(a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain and Sale with Covenants Against Grantor's Acts deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

15. Closing Date and Place. Closing shall take place at the office of Mackey Butts & Wise, LLP, 3208 Franklin Ave., Millbrook, New York 12545 at 11:00 am within six (6) months of receipt of a final non-appealable judgment for the extinguishment of the Reverter interest and clearance of title or on or about July 22, 2020, whichever shall occur sooner.

16. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller

made in this contract.

~~(b) The receipt, through Purchaser's standard municipal search, or otherwise, delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a single family dwelling at the date of Closing.~~

(c) The delivery by Seller to Purchaser of a certificate stating that Seller is not a foreign person, which certificate shall be in the form then required by FIRPTA or a withholding certificate from the Internal Revenue Service. If Seller fails to deliver the aforesaid certificate or if Purchaser is not entitled under FIRPTA to rely on such certificate, Purchaser shall deduct and withhold from the purchase price a sum equal to 15% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(d) The delivery of the Premises and all building(s) and improvements comprising a part thereof in "as is" condition, vacant and free of leases or tenancies, except as set forth herein, together with keys to the Premises.

~~(e) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.~~

~~(f) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm and carbon monoxide detector device or devices.~~

(g) The delivery by the parties of any other affidavits required as a condition of recording the deed.

17. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

18. Apportionments and Other Adjustments; Water Meter and Installment Assessments.

(a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:

(i) ~~taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed;~~ (ii) ~~fuel;~~ (iii) ~~interest on the existing mortgage;~~ (iv) ~~premiums on existing transferable insurance policies and renewals of those expiring prior to Closing;~~ (v) ~~vault charges;~~ (vi) ~~rents as and when~~

collected; ~~(vii) current installments of special assessments (if any); (viii) community association charges (if any).~~

~~(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.~~

(c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

~~(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.~~

(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

20. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon reasonable prior notice (by telephone or otherwise), Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. Title Examination; Seller's Inability to Convey; Limitations of Liability.

(a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract ~~or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser.~~ Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b)(i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of

liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, not to exceed \$350.00 and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

22. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

23. Defaults and Remedies.

(a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

24. Purchaser's Lien. All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

25. Notices. Any notice or other communication ("Notice") shall be in writing and either

(a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered, or

(c) with respect to paragraph 7(b) or 20, sent by fax to the party's attorney. Each notice by fax shall be deemed given when transmission is confirmed by the sender's fax machine. A copy of each notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries.

26. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

27. Broker. Seller and Purchaser each represent and warrant to the other that it has not dealt with any real estate broker in connection with this sale ~~other than ("Broker") and Seller shall pay Broker any the single commission earned pursuant to a separate agreement between Seller and Broker, if and when title closes and deed is delivered.~~ Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. Miscellaneous.

(a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

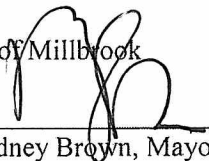
(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision thereof.

- (e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.
- (f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.
- (g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.
- (h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.
- (i) If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

29. Rider. This contract is subject to additional terms and conditions as set forth in Riders annexed hereto and made a part hereof.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

Village of Millbrook

By: Rodney Brown, Mayor, Seller


, Purchaser

Attorney for Seller:
Rebecca A. Valk, Esq.
MACKEY BUTTS & WISE, LLP

Address:
3208 Franklin Avenue
Millbrook, NY 12545
Tel: 845-677-6700
Fax: 845-677-2202

Attorney for Purchaser:
Allan B. Rappleyea, Esq
CORBALLY, GARTLAND &
RAPPLEYEA, LLP

Address:
30 Front Street, P.O. Box 679
Millbrook, NY 12545
Tel: 845-677-5539
Fax: 845-677-6297

fifty feet thence East along Misser Street Seventy five feet to the place of Beginning, To have and to hold, all and singular the premises above mentioned and described and hereby conveyed unto the said party of the second part her heirs and assigns forever, In Witness whereof the said party of the first part Referee as aforesaid hath hereunto set his hand and seal, the day and year first above written

Sealed and delivered

in the presence of,

S. M. Ashley,
State of New York,
County of Dutchess }

Frank J. Connolly,
Referee

(25)

On this 23^d day of September in the year one thousand eight hundred and ninety six before me the subscriber personally appeared Frank J. Connolly Referee, to me known, and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged that he executed the same

S. M. Ashley,

Notary Public

Recorded Oct. 1st 1896 at 2.28 P. M.

Wm. A. Hoffman
Clerk

This Indenture made the ninth day of September in the year Eighteen hundred and ninety six Between Phoebe Anna Thorne ^{Samuel Thorne} formerly Thorne and William Thorne of New York City parties of the first part and the Village of Millbrook a corporation duly organized under the laws of the State of New York party of the second part Witnesseth that the said parties of the first part in consideration of One Dollar and other valuable considerations lawful money of the United States paid by the party of the second part the receipt whereof is hereby acknowledged have granted and released and by these presents do grant and release unto the party of the second part its successors and assigns for the uses and purposes and upon the conditions hereinafter specified, all that certain lot of land

with the building thereon, in the Village of Millbrook County of Dutchess and State of New York, which is bounded and described as follows.

Beginning in the south line of Franklin Avenue at a point fifty eight (58) feet Easterly from the Southeast corner of the premises now or late of Maria Haviland, thence in line of said Avenue South $86^{\circ} 10'$ East four hundred thirty one and two tenths (431.2) feet to the West side of Maple Avenue thence in line of said Avenue marked by row of trees North $21^{\circ} 20'$ East three hundred twenty five and three tenths (325.3) feet to a stake fourteen inches beyond a maple tree in said line, thence North $86^{\circ} 10'$ West parallel to Franklin Avenue five hundred and twenty (520) feet to a point two feet and four inches beyond the end of a stone wall in the same line, thence in line of East side of Street three hundred nine and eight tenths (309.8) feet to the place of. Beginning containing more or less being the same premises conveyed to the parties of the first part by the Millbrook Land and Improvement Company Limited by a deed dated September 1st 1876. To have and to hold the said premises unto the party of the second part its successors and assigns forever. In Trust however, to hold and maintain the said property and the building thereon for the purposes of a public School in the said Village, under the control and Supervision of the Board of Education of the District in which said Village is located, and generally for all purposes of education and the diffusion of knowledge by the giving of lectures, concerts or otherwise as may be deemed advisable by the said Board of Education, excepting however any purposes subversive of good morals or the Christian religion; In case the said property should be used for any purposes other than those above mentioned or in case the party of the second part should cease to be a corporation capable in every way of carrying out the objects and purposes of the trust hereby created, then all rights of the party of the second part under this conveyance shall forthwith terminate and the title to the said property shall thereupon immediately revert to the parties of the first part.

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or, in case of their death, to their heirs at law, except that if the party of the second part should ever be reincorporated as or become a town or city, its rights in and to the said property shall not thereby become impaired. The party of the second part hereby accepts the said property for the uses and purposes, and upon the conditions hereinbefore expressed, and expressly agrees and assents to all such conditions, and covenants and agrees with the parties of the first part to hold and maintain the said property for the uses and purposes, and upon the conditions prescribed as aforesaid. In witness whereof, the parties of the first part have hereunto set their hands and seals, the day and year first above written, and the party of the second part has caused this instrument to be signed in its name by its President and its corporate seal to be hereto affixed, the day and year above written

Phebe Anna Thorne (X)
 Samuel Thorne (X)
 Jonathan Thorne (X)
 Williams Thorne (X)
 Village of Millbrook Ry. (X)
 Oakleigh Thorne, Pres

State of New York }
 County of New York } ss

On this 12th day of September 1876, before me personally came Phebe Anna Thorne, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and acknowledged to me that she executed the same.

(Xs)

Cornelius A. Loughlin
 Notary Public New York County

State of New York }
 City & County of New York } ss

J. Henry D. Penop, Clerk of the City and County of New York, and also Clerk of the Supreme Court, for the said City and County the same being a Court of Record, do hereby certify that Cornelius A. Loughlin whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the

time of taking such proof or acknowledgment of the annexed instrument and thereon written for a Notary Public in and for the City and County of New York, dwelling in the said City commissioned and sworn and duly authorized to take the same, and further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. In Testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County the 25th day of Sept. 1876.

(25)

Henry D. Purroy,
Clerk.

State of New York }
County of New York }

On this 14th day of September 1876, before me personally came Samuel Thorne, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

(25)

Cornelius A. Loughlin
Notary Public New York County

State of New York }
City & County of New York }

I Henry D. Purroy, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County the same being a Court of Record, do hereby certify that Cornelius A. Loughlin whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the City and County of New York, dwelling in the said City commissioned and sworn and duly authorized to take the same and further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. In Testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County the 25th day of Sept. 1876.

(25)

Henry D. Purroy,
Clerk.

State of New York }
County of Franklin }

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On this 16th day of September 1896, before me personally came Jonathan Thorne to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

(25)

Enclid L. Pine

Notary Public Franklin Co. N.Y.

State of New York }
 Clerk's Office of } ss.
 Franklin County

J. J. S. Channell, Clerk of said County of Franklin and Clerk of the Supreme and County Courts which are Courts of Record in and for said County do hereby certify that Enclid L. Pine Esq. whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking the same, such proof or acknowledgment of the annexed instrument a Notary Public in and for said County dwelling therein commissioned sworn and duly authorized to take the same, and further that I am well acquainted with the handwriting of the said Notary and truly believe that the signature to the said certificate of proof or acknowledgment is genuine, and that the said instrument is executed and acknowledged according to the laws of this State, In testimony whereof I have hereunto set my name and affixed the seal of said County and County this 28th day of Sept. A. D. 1896.

(25)

J. J. Channell, Clerk

per A. M. Shepard, Deputy Clerk

State of New York }
 County of New York }

On this 15th day of September 1896 before me personally came William Thorne to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

(25)

Cornelius A. Loughlin

Notary Public New York County

State of New York }
 City & County of New York } ss.

I Henry D. Purroy, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County the same being

a. Court of Record do hereby certify that Cornelius D. Laughlin whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the City and County of New York dwelling in the said City commissioned and sworn and duly authorized to take the same, and further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. In Testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County the 25th day of Sept. 1876.

(28)

Henry D. Purroy,
Clerk.

State of New York }
County of Dutchess }

On this 19th day of September 1876 before me personally came Oakleigh Thorne with whom I am personally acquainted, who being by me duly sworn said that he resided in the Village of Millbrook; that at the time of the execution of the foregoing instrument he was President of the Village of Millbrook; that he knew the corporate seal of the said Village of Millbrook; that the seal affixed to the foregoing instrument was such corporate seal; that it was affixed by order of the Board of Trustees of the said Village of Millbrook, and that he signed his name thereto by like order, as President of the said Village of Millbrook.

(29)

R. J. Seales,

Notary Public Dutchess Co.

Recorded Oct. 3rd 1876 at 8.20 AM

Mrs. A. Hoffmann
Clerk

This Indenture made the 4th day of September in the year Eighteen hundred and ninety six, Between Michael D. Muldowney of the City of Poughkeepsie Dutchess County New York party of the first part and Mary E. Muldowney of the same place party of the second part Witnesseth that the said party of the first part in consideration

RIDER TO CONTRACT

BETWEEN:

VILLAGE OF MILLBROOK

("Seller")

and

THORNE BUILDING COMMUNITY CENTER, INC. ("Purchaser")

Dated: ~~9-20~~ 3/17, 2019 *Ann*

Notwithstanding anything to the contrary contained in the contract between the above parties, of which this rider is hereby made a part, Seller agrees with Purchaser as follows:

Survey

Purchaser shall have the right to have a survey and description of the Property prepared by a licensed surveyor at Purchaser's sole cost and expense. If a copy of such survey and description, certified to Seller, is provided to Seller's attorney, prior to closing, Seller agrees to use such survey description in the deed in lieu of the description set forth in the contract.

"Subject To" Clauses

Notwithstanding any provisions to the contrary contained in the form of contract annexed hereto, the Property is to be conveyed subject to:

- (a) conditions, agreements and restrictions of record, if any, provided they have not been violated by the use, occupancy or structure not including the reverter matter addressed in this contract, which purchaser shall not take title subject to.
- (b) easements of record, if any, provided they do not substantially reduce the usable area of the Property or threaten the continued existence of the structures thereon.
- (c) laws and governmental regulations that affect the use and maintenance of the Property, provided they are not violated by the buildings or improvements erected on the Property, or by the use or occupancy thereof.
- (d) any state of facts an inspection or survey of the property would show, provided such state of facts does not render title uninsurable.

No Property Condition Disclosure Statement

Purchaser acknowledges that a Property Condition Disclosure Statement is not required because this transaction does not involve a real estate purchase contract for residential real property as defined in Section 461 of the Real Property Law or is exempt pursuant to Section 463 thereof.

Reverter Clause

This transaction shall be contingent to a legal proceeding being commenced to extinguish a reverter interest present in the deed transferring title into the Seller, dated September 9, 1896 and recorded in the Dutchess County Clerk's Office at Liber 287 of Deeds at page 308. The Purchaser shall undertake all actions necessary to extinguish the reverter, including the filing of legal proceedings in a court of competent jurisdiction and assume all legal fees, including seller's attorney fees, filing fees, costs and disbursements associated with said action. The Seller shall not be responsible for any costs for such proceeding but shall cooperate in executing any and all documents reasonably necessary for the purposes of extinguishing the reverter clause.

VFW Lease

This transaction shall be subject to the Lease Agreement dated August 8, 2017 with the Veterans of Foreign Wars of the US ("VFW"). This provision shall survive closing.

Escrow deposit

Purchaser has submitted a deposit of \$5,000.00 with the Village of Millbrook (Seller) for the purpose of defraying the Seller's consultant expenses associated with this transaction. The Purchaser shall be required to replenish that deposit periodically in order to maintain a \$5,000.00 balance.

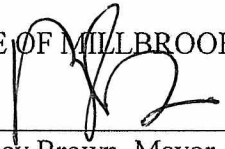
Additional funds may be requested when the balance in the account is reduced to \$500.00. Purchaser agrees to deposit funds with the Seller within 10 business days of written notice that they need to be replenished.

All invoices which are paid using the deposited funds shall be audited by the Seller's Board of Trustees. The Purchaser shall have the right to review all invoices and may dispute any charges therein with the Seller's Board of Trustees. Notwithstanding the terms of this paragraph, all consultants remain consultants solely of the Seller.

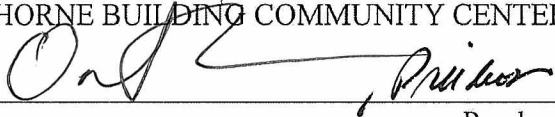
Execution in Counterparts; Facsimile Signatures

This Contract may be executed in any number of counterparts. Each such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute and be but one and the same instrument. Facsimile signatures or scanned signatures sent by e-mail shall bind the parties and, as follow-up, original signatures shall be delivered within ten (10) days thereafter.

VILLAGE OF MILLBROOK


By: Rodney Brown, Mayor, Seller

THORNE BUILDING COMMUNITY CENTER, INC.


By: _____, Purchaser

PURCHASER'S ADDENDUM TO CONTRACT OF SALE

NOTWITHSTANDING anything to the contrary contained in the agreement between the above parties, of which this addendum is hereby made a part, the Seller agrees with the Purchaser as follows:

1. Legal Proceeding:

Purchaser shall be solely responsible for commencing and completing all legal proceedings necessary or advisable to Purchaser, in order to clear title to the premises of any interest claimed or which may be claimed by any third party, in the premises which are the subject of this action. The purpose of such proceedings is to render title free and clear of any claims by any third party, so that Seller may deliver fee simple absolute title to the premises, free of any claim or interest by any third party. Upon the existence of a final, non-appealable judgment in such proceedings which establishes that Seller has fee simple absolute and marketable title, free of any claim or interest by any third party, Purchaser shall close title within six (6) months of such judgment, subject to the completion of all other provisions in the contract or this rider.

Purchaser may, at any time, abandon these legal proceedings if, in its sole and absolute discretion, it determines not to proceed. Should this occur, this transaction shall be terminated.

Seller shall cooperate with Purchaser in these legal proceedings, as requested by Purchaser. Purchaser shall be responsible for all costs and fees in relation to these proceedings, and shall reimburse Seller for any professional costs incurred in the performance by Seller, or its professionals, of any requested matter. In addition, once title to the premises has been cleared, Purchaser understands that Seller may incur professional costs in relation to the transfer of title, and Purchaser herein agrees to reimburse, or pay, such reasonable costs.

Further, if requested by Purchaser, Seller shall consent that any trust funds set aside for this building by the original grantors may be used for the repair and re-construction of the building. This may or may not be necessary, or requested, by Purchaser.

2. Casualty:

In the event the premises suffer a casualty which will cost greater than \$250,000.00 to repair, Purchaser may terminate this contract.

3. License Agreement:

Seller has made Purchaser aware of a written license agreement affecting part of the premises. Prior to and as a condition of closing, Seller shall have this agreement amended and executed by the parties, so that it may be terminated on one (1) year's notice. Purchaser agrees to take title subject to the license, as so amended.


4. Zoning Amendment:

Prior to and as a condition of closing, Seller shall cause the local zoning law to be amended so that the premises may be fully used as a community center with a variety of public/private users. This change in the law shall be effective and not subject to legal challenge as a condition of closing.

5. Inconsistency Between Addendum and Contract:

In the case of any inconsistency between the terms of the contract, any addendum or rider, and this addendum, the terms of this addendum shall control.

Seller



Purchaser