

PURCHASE AND SALE AGREEMENT
BETWEEN
POUGHKEEPSIE CITY SCHOOL DISTRICT
AND
CHANGEPOINT CHURCH

**Property in the City of Poughkeepsie
County of Dutchess, State of New York**

Dated: _____, 2022

AGREEMENT

This sets forth an agreement (the “Agreement”) made _____, 2022, by and between **CHANGEPOINT CHURCH**, a religious corporation organized under the laws of the State of New York, with offices at 260 Mill Street, Poughkeepsie, New York 12601 (the “Seller”), and **POUGHKEEPSIE CITY SCHOOL DISTRICT**, a school district organized pursuant to the New York State Education Law, with offices at 18 South Perry Street, Poughkeepsie, New York 12601 (the “Buyer”).

For good and valuable consideration, the receipt of which is hereby acknowledged by Seller and in accordance with and subject to the terms and conditions of this Agreement, Seller agrees to sell, and Buyer agrees to buy, the fee simple title to the land consisting of +/- 0.83 acres, more commonly known as 260 Mill Street situate in the City of Poughkeepsie, County of Dutchess and State of New York, having Tax Map No. 131300-6162-69-055148-0000, together with the buildings and other improvements, all audio/video/recording/broadcasting equipment, and all stage furnishings and equipment, including lighting, located thereon (collectively, the “Property”). The Property shall include all of Seller's right, title and interest, if any, in and to any strips or gores of land adjoining the Property, all improvements on the Property, if any, the land, if any, lying in the bed of any street, road or avenue, open or proposed, adjoining any part of the Property to the centerline of it and any unpaid award for damages to the Property by reason of any change of grade of such street, road or avenue. Subject to Seller’s representations and warranties in this Agreement and Buyer’s right to inspections, as set forth herein, Buyer agrees to purchase the Property in its as is, where is condition.

1. Representations and Warranties

- a. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:
 - i. Seller is the sole holder of the fee simple to the Property and has the full power and authority to enter into this Agreement and to convey title to the Property in accordance with the terms and conditions of this Agreement.
 - ii. (A) Seller has not filed a petition seeking relief under the United States Bankruptcy Act, (B) no petition has been filed against Seller seeking relief under the United States Bankruptcy Act, and (C) neither Seller nor any of Seller's real or personal property is the subject of any bankruptcy, insolvency or a similar proceeding under any law of any State or the United States of America.
 - iii. To Seller’s actual knowledge, there is no obligation or liability of any nature of Seller whatsoever, contingent or otherwise, which is or could become a lien on the Property or any other encumbrance on the Property resulting from any action or inaction by Seller nor is Seller engaged in any action with respect to the Property which could give rise to a claim against the Property.

- iv. To Seller's actual knowledge, there is no action, suit or proceeding which is pending or threatened against the Property and there is no action, suit or proceeding which is pending or threatened against Seller with respect to Seller's fee simple title to the Property.
 - v. Seller is not aware, nor has Seller received notice of any violation of, any applicable federal, state or local law or regulation including, without limitation, any applicable building, zoning or other law, ordinance or regulation affecting the Property or its operations; if during the term of this Agreement, Seller receives any such notice, Seller will immediately send a copy to Buyer.
 - vi. Payment for all work that Seller may perform or has performed upon the Property, will be made by Seller at or prior to the Closing (as defined in paragraph 7), and all work that has been performed on the Property and materials furnished in connection with the Property which might in any circumstance give rise to a mechanic's or materialman's lien either have been paid for or, as to work presently in progress, will be paid promptly by Seller as payment becomes due and all necessary waivers of rights to a mechanic's or materialman's lien either have been obtained or, as to work presently in progress, will promptly be obtained by Seller as the work is completed.
 - vii. All utilities, including sewer, gas, electric and water service shall be, at the time of Closing, available to the Property.
 - viii. Seller makes the representations and warranties set forth on Exhibit A attached to this Agreement.
 - ix. The representations and warranties set forth in subparagraphs (i) through (viii) of this paragraph 1(a) and in Exhibit A shall be made again by Seller in writing at the Closing and shall survive the Closing.
- b. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:
- i. Buyer has the full power and authority to enter into this Agreement.
 - ii. The execution, delivery and performance by Buyer of this Agreement (A) has been duly authorized by all necessary action except as set forth in Sections 4(a)(v) and 5 of this Agreement; and (B) does not conflict with, contravene or constitute a default (with or without notice or the passage of time, or both) under any provision of law applicable to it or of its organizational documents or, to the best of Buyer's knowledge, any agreement, judgment, injunction, order, decree, indenture, mortgage loan agreement, or other instrument binding upon Buyer. This Agreement is a valid, legal and binding obligation of Buyer and enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws presently or hereafter in effect which affect the enforcement of creditor's rights generally.

- iii. The representations and warranties set forth in subparagraphs (i) and (ii) of this paragraph 1(b) shall be made again by Buyer in writing at the Closing and shall survive the Closing.
- c. Each party shall indemnify, defend and hold harmless the other party and any of its employees, servants and agents and their respective successors and assigns harmless from and against any and all damages, claims, losses, liabilities and expenses, including, without limitation, administrative, legal, accounting, consulting, engineering and other expenses, on account of: (i) any misrepresentation or material inaccuracy in any representation or warranty made by Seller or Buyer, as applicable, in this Agreement; or (ii) the breach of any of the warranties and representations or the terms and conditions contained in this Agreement.

2. Deposit

Upon execution of this Agreement by Buyer and Seller, Buyer shall deposit with Seller's attorney ("Escrow Agent") the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Deposit"), to be applied against the Purchase Price and paid to Seller at Closing, except as otherwise provided in this Agreement.

3. Purchase Price

The purchase price for the Property (the "Purchase Price") shall be One Million Eight Hundred Thousand and no/100 Dollars (\$1,800,000.00). Buyer shall receive a credit at the Closing for the Deposit. The balance of the Purchase Price, subject to the adjustments required in paragraph 7 below, shall be paid to Seller at the Closing.

4. Buyer's Closing Conditions

- a. The obligation of the Buyer to consummate the Closing hereunder is expressly subject to and conditioned upon the satisfaction of the following conditions precedent on or before the date which is forty-five (45) days following the date both Seller and Buyer have executed this Agreement (the "Due Diligence Period"). If any or all of the following conditions have not been satisfied on or before the expiration of the Due Diligence Period to Buyer's satisfaction, Buyer shall be entitled, at Buyer's option, and in Buyer's sole discretion, to (i) waive any or all of such conditions in whole or in part or (ii) terminate this Agreement by notice to Seller, in which event the Deposit shall be immediately returned to the Buyer, this Agreement shall be null and void and neither party shall have any further rights, duties or obligations hereunder. If Buyer does not validly terminate this Agreement before the expiration of the Due Diligence Period, the Deposit shall become nonrefundable and shall be released to Seller at Closing or upon earlier termination of this Agreement except as otherwise set forth in Section 5, 8, or 11(i) herein.

- i. Property Condition. Buyer, at its sole cost and expense, shall have inspected the condition of the Property and conducted such other investigations it deems necessary (the "Inspections") to review the feasibility of the purchase and ensure the Property is satisfactory for Buyer's intended use as administrative offices (the "Intended Use"). The Inspections must be satisfactory to Buyer in Buyer's sole and absolute discretion.
 - ii. Environmental Review. Buyer, at its sole cost and expense, shall have conducted environmental testing on the Property, including, but not limited to a Phase I Environmental Site Assessment the ("Environmental Review"), with results satisfactory to Buyer in Buyer's sole and absolute discretion.
 - iii. Seller Deliverables. Buyer shall have received from Seller and reviewed all existing studies, investigations, surveys, abstracts, leases, and other information and documentation in Seller's possession regarding the Property and shall be satisfied with same.
 - iv. Leases. Buyer shall have received from Seller and reviewed all leases affecting the Property (the "Leases"), a certified rent roll, and an estoppel certificate of each tenant and shall be satisfied with same.
 - v. Board Approval. Buyer shall have obtained the approval of the Poughkeepsie City School District Board of Education to purchase the Property and fund such purchase through Buyer's Capital Reserve Fund.
 - vi. Government/Land Use Approvals. Buyer, at its sole cost and expense, shall have received all necessary municipal approvals, including zoning, site plan, land development and building permits, necessary for its contemplated uses (the "Approvals"), in final, non-appealable form on terms and conditions satisfactory to Buyer. Seller shall cooperate fully with Buyer in obtaining the Approvals.
- b. Buyer shall have reasonable access to the Property during the Due Diligence Period to conduct the Inspections and Environmental Review. Buyer, at its sole cost and expense, shall restore the Property to its condition prior to the Inspections and Environmental Review.
 - c. Buyer, on prior written notice to Seller, shall have the right to extend the Due Diligence Period for an additional period of up to thirty (30) days to obtain any municipal approvals that Buyer has applied for, but not yet received. Buyer agrees to use commercially reasonable efforts to diligently pursue such approvals.
 - d. If any mechanic's lien shall be filed against the Property arising out of Buyer's due diligence activities, Buyer shall have thirty (30) days thereafter, at Buyer's sole cost and expense, to cause such lien to be discharged, by payment or by filing the bond for such purpose required by applicable law.

- e. Buyer shall indemnify and hold Seller harmless from and defend Seller against any claims by third parties of liability, demands or expenses for personal injury (including loss of life) or property damage which may arise out of entry and “due diligence” activity on the Property by Buyer and/or its employees, contractors, agents, or invitees. Buyer shall ensure that its contractors or agents or other invitees entering upon the Property will carry proper liability insurance with minimum limits of not less than Two Million (\$2,000,000.00) Dollars for bodily injury or death in any one accident and not less than One Million (\$1,000,000.00) Dollars in property damage.
- f. Buyer shall, at its sole expense, keep and maintain a policy of commercial public liability insurance which shall include coverage for Buyer’s actions upon the Property during the Due Diligence Period as hereinafter set forth, as well as of the indemnity agreement set forth above. This insurance policy shall name Seller as an additional insured and afford protection in limits of not less than Two Million (\$2,000,000.00) Dollars for bodily injury or death in any one accident, and not less than One Million (\$1,000,000.00) Dollars for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of New York and having a national rating of A 9 or better. Buyer will deliver to Seller within two (2) days prior to entry on the Property, certificates of this insurance policy and, not less than thirty (30) days prior to the expiration of the policy, a certificate of the new policy accompanied by evidence reasonably satisfactory to Seller of payment of premiums therefor. Buyer covenants, and this insurance policy shall include, an agreement by the insurer that the policy shall not be canceled prior to the Closing or earlier termination of this Agreement.

5. Public Vote.

The obligation of the Buyer to consummate the Closing hereunder is further expressly subject to and conditioned upon a favorable vote on public referendum approving the purchase of the Property and the use of Buyer’s Capital Reserve Fund to fund the purchase. If the vote is unfavorable, Buyer shall be entitled terminate this Agreement by notice to Seller, in which event the Deposit shall be immediately returned to the Buyer, this Agreement shall be null and void and neither party shall have any further rights, duties or obligations hereunder. Buyer expects the vote to occur on November 8, 2022 (the “Expected Vote Date”). The Expected Vote Date is stated herein for informational purposes only and not to serve as a deadline for the vote.

6. Seller’s Closing Condition.

The obligation of the Seller to consummate the Closing hereunder is subject to and conditioned upon Seller obtaining the requisite approvals for selling the Property pursuant to the Religious Corporations Law, including leave of the New York State Supreme Court of Dutchess County or New York State Attorney General.

7. Closing

- i. The closing under this Agreement (the “Closing”) shall be held at the offices of Buyer’s attorney on or about November 22, 2022, unless as otherwise mutually agreed upon by the parties.
- ii. At Closing, Seller shall deliver to Buyer a Bargain and Sale Deed with Covenants Against Grantor’s Acts conveying to Buyer a good and marketable title in fee simple absolute to the Property, free and clear of all liens and encumbrances, and any other items reasonably requested by Buyer to transfer the Property, including an assignment of the Leases.
- iii. Seller shall pay transfer taxes required to transfer the Property, the cost to record the discharges of any mortgages and real estate tax liens and other charges for which Seller is responsible and are unpaid at Closing. Buyer shall pay the cost of recording the Deed and for the filing of the real property transfer report. Buyer shall pay all charges for the Title Documents, all inspection and environmental assessment costs, all recording and filing fees, other than as set forth above, and Survey costs, if any. All other costs, fees, expenses and charges of any kind incident to the sale and conveyance of the Property from Seller to Buyer, including attorneys’ and consultants’ fees, shall be borne by the Party incurring that particular cost, expense or charge.
- iv. Real estate taxes, if any, special assessments levied against the Property, rent, and utilities shall be adjusted and apportioned as of Closing. All delinquent taxes, special assessments and utility bills shall be paid by Seller at Closing. Any security deposits under the Leases shall be credited to Buyer at Closing.
- v. At Closing, Seller shall deliver possession of the Property to Buyer, subject to the rights of tenants under the Leases.

8. Title Documents

Buyer shall, at Buyer’s expense, obtain such title documents (the “Title Documents”) deemed necessary by Buyer to determine the condition of title of the Property, which documents may include an abstract of title, owner’s policy of title insurance, and survey. The Title Documents shall show that Seller holds a good and marketable title in fee simple to the Property, subject only to the Permitted Exceptions (as defined below). If Buyer reasonably determines that the Property is unmarketable, Buyer shall be entitled, at Buyer’s option, and in Buyer’s sole discretion, to (i) proceed with the purchase of the Property, subject to those conditions which render title unmarketable or (ii) terminate this Agreement by notice to Seller, in which event the Deposit shall be immediately returned to the Buyer, this Agreement shall be null and void and neither party shall have any further rights, duties or obligations hereunder.

Notwithstanding the foregoing, Buyer shall within five (5) business days after receipt of the title report notify Seller’s counsel of Buyer’s objections to title by delivering a copy of such title report to Seller’s attorney. Title matters to which Buyer may object hereunder are hereinafter called “Title Defects”, except that Title Defects shall not include, and Buyer shall

not be entitled to object to: (a) matters described on Exhibit B annexed hereto; (b) title defects approved by Buyer in writing or the objection to which has been waived by Buyer in writing or waived by failure to timely notify Seller as required herein; (c) the preprinted exclusions from coverage and conditions and stipulations contained in the title policy; and (d) the state of facts shown on the survey to which Buyer does not object as herein provided, and such additional state of facts an update of the survey or a new survey would show provided such additional state of facts does not render title unmarketable (collectively, the “Permitted Exceptions”). Buyer’s failure to object to a Title Defect within the time limitation agreed upon above for objection to that particular Title Defect shall be deemed to be Buyer’s agreement to purchase the Property subject to that Title Defect.

9. Notice

Any notice, demand or request, required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given and received (i) when delivered, if delivered by hand, (ii) when actually received, if mailed by reputable courier service or registered or certified mail, postage prepaid and return receipt requested, or (iii) when delivered, if sent by email, to the parties at the following addresses or to such other addresses as any party may request in a notice delivered in accordance with this paragraph.

To Seller:	Changepoint Church 260 Mill Street Poughkeepsie, New York 12601 Attn: Marlow Dunham Email: marlowdunham@gmail.com
With a copy to:	Catania, Mahon & Rider, PLLC 641 Broadway Newburgh, NY 12550 Attn: George L. Kiamos, Esq. Email: gkiamos@cmrlaw.com
To Buyer:	Poughkeepsie City School District 18 South Perry Street Poughkeepsie, New York 12601 Attn: Bill Hogan, Interim Chief Finance and Business Official Email: busconsult@poughkeepsieschools.org
With a copy to:	Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, New York 13202 Attn: Kate I Reid, Esq. Email: kreid@bsk.com

10. Real Estate Broker

Seller and Buyer warrant and represent to each other that no broker or agent was instrumental in bringing about this Agreement, other than Houlihan Lawrence Commercial (Don Minichino and Carolynn Dittmann). Each party shall indemnify, defend and hold harmless the other party for any claims against either party by any other broker claiming to have dealings with a party to this Agreement. This paragraph shall survive the Closing.

11. Non-Performance

- i. If Seller is able but unwilling to convey title to the Property in accordance with and as required by the provisions of this Agreement, and Buyer is ready, willing, and able to perform Buyer's obligations, Buyer's sole and exclusive remedies shall be to terminate this Agreement by notice to Seller and Escrow Agent, in which event Buyer shall be entitled to refund of the Deposit.
- ii. If Buyer shall fail to comply with its obligation to purchase the Property in accordance with the terms of this Agreement, and Seller is ready, willing, and able to perform Seller's obligations hereunder, Seller's sole and exclusive remedy shall be to receive and retain the Deposit, if any, in lieu of any other monetary or other relief to which Seller may otherwise be entitled by virtue of this Agreement or applicable law and terminate this Agreement. IN THE EVENT THE SALE OF THE PROPERTY AS CONTEMPLATED UNDER THIS AGREEMENT IS NOT CONSUMMATED AS A RESULT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT THAT THE SALE IS NOT CONSUMMATED WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT THE CLOSING DOES NOT OCCUR AS A RESULT OF A DEFAULT ON THE PART OF BUYER AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER ARISING FROM SUCH FAILURE OF THE SALE TO CLOSE.
- iii. If Buyer or Seller terminate this Agreement as permitted herein, upon receipt of the Deposit and such other sums as may be specifically provided for hereunder, this Agreement shall terminate, any lien of Buyer on the Property shall cease and be removed from the record, and neither party hereto shall have any further obligations to or rights or claims against the other, except as otherwise expressly provided.
- iv. If Seller or Buyer shall bring any action for relief against the other (declaratory or otherwise) arising out of this Agreement, the prevailing party shall receive a reasonable sum from the other party for attorneys' and witness fees, and payment of all court and other direct costs incurred in connection therewith.

12. Termination

Buyer and Seller agree that this Agreement may be terminated only as follows:

- i. At any time by mutual agreement of Buyer and Seller;
- ii. By Buyer pursuant to Sections 4, 5, 8, or 11(i); or
- iii. By Seller pursuant to Section 11(ii).

13. Deposit/Escrow Provisions

- i. Seller's attorney shall act as Escrow Agent. The Escrow Agent shall invest the Deposits in a non-interest-bearing account.
- ii. Application, Return or Release of Deposit.
 - A. At the Closing, the Escrow Agent shall release the Deposit to Seller, which shall be applied toward the Purchase Price.
 - B. Upon termination of this Agreement pursuant to Section 12(i), the parties shall issue a joint instruction to the Escrow Agent notifying the Escrow Agent of such termination, and the Escrow Agent shall promptly return the Deposit as directed by the parties in such joint instruction.
 - C. Upon termination of this Agreement by Buyer pursuant to Section 12(ii), Buyer shall copy the Escrow Agent on its written notice of termination, and the Escrow Agent shall promptly return the Deposit to Buyer.
 - D. Upon termination of this Agreement by Seller pursuant to Section 12(iii), Seller shall copy the Escrow Agent on its written notice of termination, and the Escrow Agent shall promptly release the Deposit to Seller.
- iii. Seller and Buyer mutually agree that in the event of any controversy regarding the Deposit, unless mutual written instructions are received by the Escrow Agent directing the Deposit disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Deposit or, at the Escrow Agent's option, the Escrow Agent may interplead all parties and deposit the Deposit with a court of competent jurisdiction in which event the Escrow Agent may recover all of its court costs and reasonable attorneys' fees. Seller or Buyer, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent, as well as the reasonable attorneys' fees of the prevailing party in accordance with the other provisions of this Agreement.
- iv. The parties acknowledge that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any

loss, cost or expense incurred by Seller or Buyer resulting from the Escrow Agent's mistake of law respecting the Escrow Agent's scope or nature of its duties. Seller and Buyer shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of the Escrow Agent.

- v. The parties agree and acknowledge that they have requested Escrow Agent to act as the escrow agent, despite Escrow Agent's disclosure to the parties that the Escrow Agent represents Seller in various capacities. The parties agree and acknowledge that the Escrow Agent has disclosed that the Escrow Agent's representation of such party in connection with this Agreement and otherwise or any other matter may be adverse to (i) its duties as Escrow Agent hereunder or (ii) its duties to the above referenced party, and therefore, an actual conflict of interest under the New York's Rules of Professional Conduct may exist. The Escrow Agent does not believe that its representation of a party hereunder will impair its ability to perform its duties as Escrow Agent pursuant to the terms herein.
- vi. The parties have each had the opportunity to consult with counsel and with full knowledge of all relevant facts the parties acknowledge, agree and consent to Escrow Agent (i) continuing to act as Escrow Agent hereunder and (ii) continuing to represent the above referenced party in the transaction contemplated herein and in any other matter, including, without limitation, any matter, claim, or dispute between the parties hereto, whether or not Escrow Agent is in possession of the Deposit and continues to act as Escrow Agent. TO THE EXTENT THAT ANY CONFLICT OR POTENTIAL CONFLICT EXISTS OR ARISES, BUYER AND SELLER, INDIVIDUALLY AND ON BEHALF OF SUCH PARTY'S SUCCESSORS AND ASSIGNS, WAIVE ANY OBJECTION THERETO.

14. Binding Effect/Governing Law

This Agreement shall be binding upon the parties hereto, their successors and assigns and shall be construed and governed by the laws of New York State. The parties further agree that all disputes hereunder shall be resolved exclusively in state or federal court in Dutchess County, New York.

15. Amendments

This Agreement supersedes all prior agreements and understandings and sets forth the entire understanding of the parties and may not be amended or terminated orally, and no attempted amendment, termination or waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the Buyer and Seller.

16. Assignment

Neither this Agreement nor any rights or obligations hereunder shall be assigned, transferred, pledged, mortgaged or otherwise encumbered in any way by Buyer without the prior written consent of Seller, and any purported assignment without such consent shall be null and void.

17. Multiple Counterparts

This Agreement may be executed in a number of identical counterparts but all counterparts shall constitute one agreement. A facsimile, photocopy or a copy in PDF or other digitized imaged format of an executed signature page hereto shall be deemed an original document for all purposes. This Agreement shall not be binding or effective until duly executed and delivered by Seller and Buyer to each other.

18. Non-Business Days

If the Closing Date or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday, or legal holiday recognized in the State of New York, then the Closing Date or such notice or performance shall be postponed until the next business day.

19. Other Documents

Each party shall, at any time and from time to time, execute, acknowledge when 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 Agreement, provided that this Section 19 shall not enlarge or diminish the rights or obligations of either party.

20. No Third-Party Beneficiary

This Agreement 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.

21. Severability

If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but it shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

22. Physical Condition of the Premises

- i. Buyer has or will have inspected the Property prior to Closing, is or will be fully familiar with the physical condition and state of repair thereof, and subject to the

terms and conditions of this Agreement, shall accept the Property “as is,” “with all faults” and in its present condition, subject to reasonable use, wear, tear and natural deterioration between now and the Closing Date, without any reduction in the Purchase Price for any change in such condition by reason thereof.

- ii. Buyer has or will have made such examination of the Property and all other matters affecting or relating to this transaction as Buyer deemed necessary.
- iii. Except for the representations and warranties set forth in this Agreement, Seller does not warrant or make any representation, either expressed or implied, as to the accuracy or completeness of the information delivered to Buyer or as to any other information which Seller hereafter may share with Buyer, or as to the Property, or as to the condition thereof or, without limitation, as to any other matter.
- iv. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY AGENT OR REPRESENTATIVE OF SELLER HAS MADE, AND SELLER IS NOT LIABLE OR RESPONSIBLE FOR OR BOUND IN ANY MANNER BY ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS, OBLIGATIONS, GUARANTEES, STATEMENTS, INFORMATION OR INDUCEMENTS PERTAINING TO THIS PROPERTY OR ANY PART THEREOF; TITLE TO THE PROPERTY; THE PHYSICAL CONDITION THEREOF; THE ENVIRONMENTAL CONDITION THEREOF; THE FITNESS AND QUALITY THEREOF; THE INCOME, EXPENSES OR OPERATION THEREOF AND THE VALUE AND PROFITABILITY THEREOF; THE PURPOSES FOR WHICH THE PROPERTY CAN BE USED; CURRENT AND FUTURE ZONING; THE SUITABILITY OF THE PROPERTY OR ANY PORTION THEREOF FOR RENOVATION OR CONSTRUCTION, OR ANY OTHER MATTER OR THING WHATSOEVER WITH RESPECT THERETO. BUYER ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS BY THE EXPIRATION OF THE DUE DILIGENCE PERIOD THAT IT WILL HAVE HAD SUCH ACCESS TO THE PROPERTY AND TO INFORMATION AND DATA RELATING TO THE PROPERTY AS BUYER HAS CONSIDERED NECESSARY, PRUDENT, APPROPRIATE OR DESIRABLE FOR THE PURPOSES OF THIS TRANSACTION AND THAT BUYER AND ITS AGENTS AND REPRESENTATIVES WILL HAVE INDEPENDENTLY INSPECTED, EXAMINED, INVESTIGATED, ANALYZED AND APPRAISED ALL OF THE SAME AND ALL OTHER MATTERS IT HAS DETERMINED ARE CONDITIONAL TO PURCHASING THE PROPERTY. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT, IN ENTERING INTO THIS AGREEMENT, BUYER HAS NOT BEEN INDUCED BY AND HAS NOT RELIED UPON ANY REPRESENTATIONS OR STATEMENTS, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR VERBAL MADE BY SELLER OR ANY AGENT, EMPLOYEE OR OTHER REPRESENTATIVE OF SELLER, OR ANY OTHER PERSON, WHICH ARE

NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER OR NOT SUCH REPRESENTATIONS OR STATEMENTS WERE MADE ORALLY OR ELSEWHERE IN WRITING.

[Signature Page Follows]

Seller and Buyer have executed this Agreement as follows:

Dated: _____ __, 2022

SELLER:

CHANGEPOINT CHURCH

By: _____

Name:

Title:

Dated: _____ __, 2022

BUYER:

POUGHKEEPSIE CITY SCHOOL DISTRICT

By: _____

Name: Eric Jay Rosser

Title: Superintendent

Acknowledgment by Escrow Agent

_____, ESQ., hereby acknowledges the receipt of the Deposit of One Hundred Thousand and 00/100 Dollars (\$100,000.00) and shall hold the Deposit in accordance with the terms of the foregoing Agreement.

Dated: _____, 2022 _____

EXHIBIT A

ADDITIONAL WARRANTIES AND REPRESENTATIONS OF SELLER

1. Seller shall not cause any material change to be made to the present use of the Property prior to the Closing.
2. Seller will not cause or permit the Property to be used to generate, manufacture, refine, transport into, treat, handle, dispose, transfer, produce or process oil, hazardous materials, hazardous substances, hazardous wastes, or any other contaminant or pollutant, except in the ordinary course of Seller's business and in compliance with all federal, state and local laws and regulations.
3. To Seller's actual knowledge, there are no electrical transformers, capacitors, or other equipment, items or articles on or at the Property which contain polychlorinated biphenyls.
4. To Seller's actual knowledge, there are no actions, suits, claims, citations, proceedings, arbitrations, investigations, or inquiries, governmental or otherwise, seeking money damages, injunctive relief, remedial action or any other remedy pending or threatened against or affecting the Property relating to: (i) a violation or non-compliance with, or any matter otherwise arising under, any federal, state or local environmental law; (ii) the release or threatened release of oil or hazardous wastes, hazardous substances, hazardous materials or any other contaminant or pollutant; or (iii) the exposure to oil or hazardous wastes, hazardous substances, hazardous materials or any other contaminant or pollutant, noises or vibrations to the extent the same arises from the condition of the Property or Seller's ownership or use of the Property; (iv) nor does Seller know of any condition, event or occurrence or other reasonable basis that could give rise to any such action, suit, claim, citation, proceeding, arbitration, investigation or inquiry against or affecting the Property.
5. To Seller's actual knowledge, there are no agreements, consent orders, decrees, judgments, licenses or permit conditions, or other directives of government which relate to the future Intended Use of the Property or require any change in the present condition of the Property, nor is the Property listed or proposed to be listed on either the federal National Priorities List or the New York State Inactive Hazardous Waste Disposal Site Registry.
6. Seller has received no notice of any alleged violation of, or non-compliance with, any federal, state or local environmental law, ordinance, code, rule or regulation relative to the Property.
7. As of the Closing, Seller has no actual knowledge or notice of: (i) any violation of federal, state, or local laws, rules, regulations, or ordinances materially affecting the use, occupancy or condition of the Property; (ii) the failure to comply with the order of any court or governmental authority or agency pertaining to the Property or the use, occupancy, or condition thereof; (iii) the pendency or threat of any litigation or proceeding relating to the Property; (iv) the pendency or threat of any proceeding to condemn all or any material part

of the Property by any eminent domain proceedings; and (v) any material damage to the Property from any cause whatsoever.

8. To Seller's actual knowledge, the improvements, buildings and equipment on or at the Property do not contain urea formaldehyde insulation, asbestos, radioactive materials or radiation equipment or other materials subject to specific regulation.
9. To Seller's actual knowledge, no consent or approval is needed from any governmental agency for entry into this Agreement or to transfer the Property, other than as disclosed in this Agreement.
10. To Seller's actual knowledge, all environmental permits, consents, licenses, certificates or approvals necessary to Seller's use of the Property have been obtained and are and shall be kept in full force and effect, and Seller has and will fully comply with all federal, state and local environmental laws, rules, regulations, orders, decrees, ordinances, and codes applicable to the use and condition of the Property.
11. Seller shall notify Buyer immediately of any information which contradicts the representations made in this Exhibit and in the foregoing Agreement.

EXHIBIT “B” - PERMITTED EXCEPTIONS

The following are Permitted Exceptions to title:

1. Federal, state and local laws affecting the Property, including environmental, health and safety laws, zoning, subdivision, planning, development, use, occupancy and building ordinances, and governmental regulations, provided same are not violated by the present use of the Property.
2. Covenants, utility easements, reservations, agreements and restrictions and other encumbrances of record, provided same have not been violated by the use, occupancy or improvements of the real property and provided same do not adversely affect the anticipated use thereof.
3. Any assessment or assessments of municipal improvements, construction of which is commenced after the date of this Agreement thereafter becoming liens on the Premises provided the payments thereof do not commence or are payable on or before the Closing Date.
4. Rights of the public and others, if any, in and to any public road adjoining the Property.
5. Rights of utility companies to maintain their poles, wires and guys provided same do not adversely affect the anticipated use of the property.
6. Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon the real property to maintain and repair the same, provided same do not adversely affect the anticipated use thereof.
7. The state of facts shown on a Survey and any subsequent state of facts provided such subsequent state of facts does not render title unmarketable or adversely affect the anticipated use of the property.