

**PURCHASER RIDER TO CONTRACT OF SALE BETWEEN
CITY OF BEACON, as PURCHASER, -and-
LEWIS TOMPKINS HOSE CO. NO. 1, as SELLER**

In the event of any inconsistency or conflict between: (x) the provisions of the printed portion of this Contract of Sale and any other riders thereto, and (y) this Supplemental Rider (such Contract of Sale and this Purchaser Rider together being sometimes herein called this "Contract"), the provisions of this Supplemental Rider shall be deemed to control and be binding. All capitalized terms not defined herein shall have the meaning ascribed thereto on the printed form of this Contract.

R1. Amend Paragraph 2 to read a Purchase Price of \$325,000.00 paid as follows:

- (i) \$32,500.00 deposit at the execution of the Contract of Sale; and
- (ii) \$292,500.00 in cash or certified or bank check at the transfer of title.

R2. In Paragraph 5, Subparagraph (c), replace "if any" with "including, but not limited to the April 20, 1987 easement agreement between the City of Beacon, Lewis Tompkins Hose Co. No. 1 and the Board of Managers for the Diocesan Missionary and Church Extension Society of the Protestant Episcopal Church in the Diocese of New York, duly recorded in the Dutchess County Clerk's Office on September 30, 1987 in Liber 1767, Page 681, (the "Parking Lot Easement")."

R3. In Paragraph 6, Line 4, of the printed portion of the Contract of Sale, add the sentence, "This provision shall survive closing." after "paid by Seller."

R4. In Paragraph 7, Line 3, of the printed portion of the Contract of Sale, add the sentence, "This provision shall survive closing." at the end of the paragraph.

R5. In Paragraph 9, Line 2, of the printed portion of the Contract of Sale, replace “on or before June 24, 2019” with “within thirty (30) days of the expiration of the Due Diligence Period.”

R6. Add the following to the end of Paragraph 11:

Purchaser’s obligation to purchase the Premises is conditioned upon Purchaser’s satisfactory examination and inspection including, but not limited to an Environmental Site Assessment, Phase I Examination and (if necessary) a Phase II Examination, at Purchaser’s sole cost and expense of any and all matters pertaining to the Property to be completed by Purchaser within forty-five (45) days after Purchaser’s attorney’s receipt of a fully-executed Contract (the “Due Diligence Period”).

Purchaser shall provide Seller with copies of all test results and inspection reports involving the Premises promptly after Purchaser receives the same, and except as required by law, Purchaser shall not submit nor permit any of its representatives or consultants to submit any test results to any governmental authority or any other party without Seller’s prior written consent in each instance.

Purchaser shall indemnify and hold harmless Seller from any liability, damage or expense arising from or in connection with any examinations or inspections performed by Purchaser or at Purchaser’s direction involving the Premises (excepting any liabilities associated with the discovery of hazardous substances on the Premises during Purchaser’s due diligence hereunder) and Purchaser’s obligations under this paragraph shall survive the Closing or the termination of this Contract.

If Purchaser determines, in Purchaser’s sole discretion, that the Premises is not suitable for purchase, Purchaser shall have the right to terminate this Contract on notice to Seller given no later than the last day of the Due Diligence Period, at which time Seller shall promptly refund the downpayment made hereunder to Purchaser, together with the interest earned thereon, and refund all reasonable expenses associated with this Contract and/or the underlying sale of the Premises. Upon making such payment, this Contract and the lien, if any, of Purchaser against the Premises shall wholly cease and be of no further force or effect and neither party shall have any further obligations hereunder, except for obligations that survive the termination of this Contract.

R7. In Paragraph 12 of the printed portion of the Contract of Sale:

- Line 1, replace “fifteen” with “thirty;”
- Line 2, add “full” prior to “execution;” and

- Line 14, add “and refund all reasonable expenses associated with this Contract and/or the underlying sale of the Premises.”

R8. Replace Paragraph 13 of the printed portion of the Contract of Sale with the following:

SELLER’S REPRESENTATIONS:

13. Seller represents and warrants to Purchaser that the following matters are true as of the Effective Date and shall be true as of the Closing Date:

(a) Seller has not at any time during its ownership of the Premises received any written notice of any pending or threatened claims, complaints, notices, correspondence or requests for information received by Seller with respect to any violation or alleged violation of any Environmental Law, any releases of Hazardous Substances or with respect to any corrective or remedial action for, or cleanup of, the Premises, nor does Seller have any such notices in its possession related to the Premises. For purposes of this Agreement, “Environmental Laws” shall mean: all past, present or future federal, state and local statutes, regulations, directives, ordinances, rules, policies, guidelines, court orders, decrees, arbitration awards and the common law, which pertain to environmental matters, contamination of any type whatsoever or health and safety matters, as such have been amended, modified or supplemented from time to time (including all present and future amendments thereto and re-authorizations thereof). For purposes of this Agreement, “Hazardous Substances” shall mean: any chemical, pollutant, contaminant, pesticide, petroleum or petroleum product or by product, radioactive substance, solid waste (hazardous or extremely hazardous), special, dangerous or toxic waste, substance, chemical or material regulated, listed, limited or prohibited under any Environmental Law.

(b) Seller has no knowledge of: (i) the presence of any Hazardous Materials (as defined below) at, on, under and/or affecting the Premises; (ii) any spills, releases, discharges, or disposal of Hazardous Materials that have occurred or are presently occurring on or onto the Premises; (iii) any spills or disposal of Hazardous Substances that have occurred or are occurring off the Premises as a result of any construction on, or operation and use of, the Premises; (iv) the presence of any PCB transformers serving or stored on the Premises; or (v) any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Materials in connection with the construction on, or operation and use of, the Premises.

(c) There are no pending, or, to Seller's actual knowledge, threatened, judicial, municipal or administrative proceedings affecting the Premises, or in which Seller is or will be a party by reason of Seller's ownership or operation of the Premises or any portion thereof, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, alleged building code or environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Premises or by reason of the condition, use of, or operations on, the Premises. The foregoing excludes violations of municipal codes which may be revealed in the violation search report to be included in Purchaser's Title Commitment, which Seller shall be obligated to discharge prior to Closing. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to Seller's actual knowledge, threatened, against Seller, nor are any of such proceedings contemplated by Seller.

(d) The execution and delivery of this Agreement by Seller, and the performance of this Agreement by Seller, have been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which Seller or the Premises are bound or (ii) violate any restriction, court order, agreement or other legal obligation to which Seller and/or the Premises is subject. The person signing this contract on behalf of Seller is authorized to do so.

(e) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "Entity Transferor" certification at Closing.

(f) There are no leases, licenses or other written occupancy agreements to which Seller is a party or by which Seller is bound or which affect or encumber all or any portion of the Premises which will be binding upon Purchaser or the Premises after the Closing Date and, as of the Closing, no person, firm or entity will have any possessory interest in any portion of the Premises or any other rights to use the Premises nor any rights to acquire or lease the Premises pursuant to any agreement, right of first offer or otherwise.

(g) Seller has received no written notice of any pending zoning changes with respect to the Premises, and Seller has not initiated any pending request or application for a zoning change related to the Premises.

(h) Seller has not transferred or conveyed development rights, FAR rights and/or air rights for the Premises (collectively, the "Development Rights") and will not transfer or

convey any Development Rights. There are no outstanding agreements nor will there be at Closing any agreements relating to the Development Rights. (The foregoing is not to be deemed a warranty or representation that any such Development Rights exist.) To Seller's knowledge, the Premises are not landmarked or the subject of potential landmarking.

(i) There are no underground storage tanks within the Premises.

(j) Seller (i) is the sole owner of the Premises, and (iii) has all requisite power and authority (1) to enter into and perform this Agreement and the other documents to be executed and delivered in accordance with the terms hereof, (2) to consummate the Closing contemplated hereby and (3) to consummate the other transactions as contemplated herein.

(k) Unless otherwise expressly set forth herein, the covenants, representations and warranties of Seller to Purchaser shall not survive the Closing Date and the delivery of the Deed.

(l) Seller represents that immediately subsequent to Closing title, any interest Seller has ever had in the Parking Lot Easement including, but not limited to any benefits or entitlements thereunder, are extinguished in perpetuity, with the exception that Seller's members are permitted to park on the lot on the Premises in connection or furtherance of firefighting purposes, unless and until Purchaser, in its sole discretion, deems otherwise. This representation shall survive closing.

R9. Add subsection (j) to Paragraph 16:

(j) This Contract may be executed (i) in counterparts, each of which shall be an original and all of which together shall constitute a single instrument and/or (ii) by facsimile, email in pdf format or electronic signatures, which shall have the same effect as original signatures.

R10. Add Paragraph 17:

17. This sale includes all of Seller's ownership and rights, if any, in any land lying in the bed of any street or highway, in front of or adjoining the Premises to the center line thereof. It also includes any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises and all of Seller's ownership and rights, if any, in any strips and gores adjacent to the Premises and all rights appurtenant thereto. Seller will deliver at no additional cost to Purchaser, at Closing, or thereafter, on demand, any documents which Purchaser may require to collect the award and damages.

R11. Add Paragraph 18:

18. Seller will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the Premises as of the date of closing, provided however, that any such notes or notices of violations issued after the date hereof are not issued as the result of an inspection caused by or brought about at the request of Purchaser. Purchaser shall not request or cause any such inspection to occur prior to closing. The Premises shall be transferred free of them at Closing and this provision shall survive Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters. All violations which are in a liquidated amount shall also be paid prior to Closing by the Seller, subject to the provisions of Paragraph 12 of the printed portion of the Contract of Sale.

R12. Add Paragraph 19:

19. If at the time of Closing the Premises are affected by an assessment for future improvements which is or may become payable in annual installments, such installments as are due and payable after the delivery of the deed herein, shall not be deemed a lien on the Premises and such subsequent installments shall be payable by the PURCHASER. Assessments which are for previous, existing improvements shall be paid in full by Seller at Closing. The annual installment for the year in which title closes shall be apportioned at Closing in the same manner as other taxes.

R13. Add Paragraph 20:

20. 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 a satisfactory detailed affidavit at Closing showing that they are not against Seller.

R14. Add Paragraph 21:

21. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Premises and of any survey and survey inspection charges are

hereby made liens on the Premises and collectible out of the Premises. Such liens shall not continue after default in performance of this Contract by Purchaser.

R15. Add Paragraph 22:

22. 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, whose addresses are on the printed portion of the Contract of Sale, who are hereby authorized to do so on their behalf, 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 to whom the Notice is to be given, or to such other address as such party shall hereafter designate by Notice given to the other party or parties 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 each Notice delivered in person or by overnight courier shall be deemed given when delivered.

Lewis Tompkins Hose Co. No. 1

City of Beacon

By:

Larry Way, President

By:

Anthony J. Ruggiero, City
Administrator