

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**First Amendment**”) is made as of February 6, 2023 (the “**Effective Date**”), by and between **VILLAGE OF HAVERSTRAW**, a municipal corporation with offices at 40 New Main Street, Haverstraw New York 10927 (the “**Seller**”) and **HAVERSTRAW COMMUNITY CHAIR FACTORY LLC**, having its principal offices at 1046 New York Avenue, Huntington Station, New York 11746 (the “**Purchaser**” or the “**Developer**”).

WITNESSETH:

WHEREAS, Seller and Purchaser are the parties to a certain purchase and sale agreement dated as of September 30, 2022 (the “**Purchase Agreement**”); and

WHEREAS, Seller and Purchaser desire to amend the defined term “Property” and replace Exhibit A of the Purchase Agreement in its entirety, as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree to amend the Purchase Agreement as follows:

1. Unless otherwise stated herein, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. The first “Whereas” clause of the Recitals is deleted in its entirety and replaced with the following:

“**WHEREAS**, the Village owns certain waterfront properties which include: (i) an approximately 9.71-acre peninsula (inclusive of some submerged land) identified on the Town of Haverstraw Tax Map as Section 27.09, Block 1, Lot 3, a survey of which is included in Exhibit “A” attached hereto (“**Chair Factory Site**”); (ii) a series of adjoining parcels consisting of a total of 1.0 acres, identified on the Town of Haverstraw Tax Map as Section 27.46, Block 1, Lots 80 and 81 (“**Damiani Site**”), and (iii) a series of adjoining parcels identified on the Town of Haverstraw Tax Map as Section 27.46, Block 1, Lots 84, 85 and 86 (the “**Additional Site**” and collectively with the Chair Factory Site and the Damiani Site the “**Property**” as said Property is more particularly described in *Exhibit A* attached hereto); and”

3. Exhibit A of the Purchase Agreement is deleted in its entirety and replaced with the new Exhibit A attached hereto.


4. Except as herein expressly amended, the Purchase Agreement shall remain in full force and effect pursuant to its terms and conditions.

5. This First Amendment may be executed in any number of counterparts, including counterparts transmitted by facsimile or .pdf, any one of which shall constitute an original of this First Amendment. When counterparts or facsimile or .pdf copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall constitute a single, valid binding agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the Effective Date.

SELLER:

THE VILLAGE OF HAVERSTRAW


By: 
Name: Michael F. Kohut
Title: Mayor

PURCHASER:

**HAVERSTRAW COMMUNITY CHAIR FACTORY
LLC,**

a New York limited liability company

By: MPACT HAVERSTRAW LLC,
its managing member

By: 
Name: Ryan Porter
Title: Authorized Signatory

AND

PENNROSE NY DEVELOPER LLC,
a Pennsylvania limited liability company

By: PENNROSE LLC,
its Managing Member

By: 
Name: Timothy I. Henkel
Title: President