

DEPOSIT ESCROW AGREEMENT

DATE: April 08, 2021

File NO.: NYFA21- _____

WHEREAS, Ulster County Housing Development Corporation (“**Seller**”, collectively and individually) by Agreement for the Purchase and Sale of Real Property (the “**PSA**”) dated March 11, 2021, has indicated certain terms to sell to Pennrose, LLC (“**Buyer**”, collectively and individually) those premises commonly described as the real property situated in the City of Kingston, County of Ulster, State of New York, known as the former jail site consisting of approximately 20.136 acres, comprising a portion of tax map numbers SBL No. 56.40-1-19.300 (the “**Golden Hill Site**”), together with and subject to all easements, liens, leases and covenants attached thereto, including those listed on Attachment "A" of the Land Development Agreement (the “**LDA**”), for the consideration therein stated, a copy of which the PSA and LDA are made a part hereof.

AND WHEREAS Buyer and Seller have requested LAND SERVICES USA, INC. (“**Company**,” and collectively with Seller and Buyer, the “**Parties**”) to receive a deposit of **Fifty Thousand Dollars and 00/100 (\$50,000.00)** to be held in escrow in an account held in a federally insured Pennsylvania or federal banking or savings institution (all such deposits being referred to collectively herein as the “**Deposit**”). Company agrees to hold the Deposit in accordance with the terms and provisions of the LDA, subject to the following:

IT IS UNDERSTOOD and agreed that Company is an escrow holder only, is merely responsible for the safekeeping of the Deposit, and shall not be required to determine questions of fact or law.

IT IS FURTHER UNDERSTOOD and agreed that Company is acting as a stakeholder only with respect to the Deposit. All instructions to Company will be given in writing. If said instructions have been signed by both Seller and Buyer, then Company shall carry out said instructions immediately. If the instructions have been signed by only Seller or Buyer, then Company shall immediately send a copy of the instructions to the other party. If the other party has not delivered written objections to Company within ten (10) days of receipt of said instructions, then Company shall act in accordance with said instructions. If Company receives an objection, or if there is any question or dispute as to whether Company is obligated to deliver the Deposit, or any portion thereof, or as to whom the Deposit is to be delivered, or in the event of unilateral termination of the Agreement by either Buyer or Seller, Company may refuse to make any delivery and may continue to hold the Deposit until receipt by Company of written authorization, executed by both Seller and Buyer, directing the disposition of the Deposit or, in absence of such joint written authorization, until final determination of the rights of the parties in a judicial proceeding. Seller and Buyer agree that the duties of Company in its capacity as escrow agent under this agreement are ministerial in nature and that Company shall incur no liability under this agreement except for its willful misconduct or gross negligence. In the event of a dispute, Company is authorized to pay the Deposit into court.

For avoidance of doubt, all notices, demands, or requests provided for or permitted to be given pursuant to this agreement must be in writing. All notices, demands, or requests to be sent to the Parties shall be personally delivered, telecopied, or sent by mail, postage prepaid, or delivered by an overnight or same day courier or delivery service, and addressed to the intended recipients of such notice as set forth in Section 10.1 of the LDA.

Company shall not be required to deposit the Deposit in an interest-bearing account until receipt of a fully executed and completed IRS Form W-9 signed by the party to whom the interest shall be paid and reflecting that party’s taxpayer identification number thereon. Seller and Buyer agree that the Deposit shall be invested in one or more separate FDIC insured interest-bearing accounts at PNC Bank, N.A. (“**Bank**”) located at 1600 Market Street, Philadelphia, PA 19103 upon receipt of said IRS Form W-9.

In the event that the Deposit has been invested in an interest-bearing account, Company will not be liable for any loss or impairment of the Deposit if the loss or impairment results from the failure, insolvency or suspension of the depository institution. Company assumes no liability for interest on the Deposit.

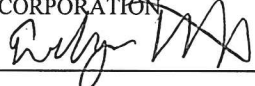
Company shall be indemnified fully by Buyer and Seller for all its expenses, costs and reasonable legal fees incurred in connection with any interpleader action that Company might file to resolve any dispute as to the Deposit. If Company is made a party to any judicial, nonjudicial or administrative action, hearing or process based on the acts of Seller and Buyer and not on the willful misconduct and/or gross negligence of Company in performing its duties hereunder, then the losing party shall indemnify, save and hold harmless Company from the expenses, costs and reasonable attorney’s fees incurred by Company in responding to such actions, hearing or process.

This agreement shall be construed and enforced in accordance with the laws of the State of Pennsylvania exclusive of Pennsylvania’s conflict of laws, rules, and public policies. Any action related to this Agreement shall be commenced in the State of Pennsylvania. The Parties consent to the exclusive jurisdiction of that Court and hereto agrees that such Court is a convenient forum.

THIS AGREEMENT constitutes the entire agreement between the Parties with respect to its subject matter, and all prior or contemporaneous discussions, negotiations, or understandings are superseded by and merged into this Agreement. This agreement may be executed in any number of counterparts with the same effect as if all of the Parties have signed the same document and all counterparts shall constitute one agreement. Signatures received by facsimile or by electronic mail shall be deemed original signatures for all purposes of this agreement.

[SIGNATURES ON NEXT PAGE]

SELLER: ULSTER COUNTY HOUSING DEVELOPMENT CORPORATION



BY: Evelyn Wright, President

ADDRESS: 244 Fair Street
Kingston, NY 12401

TELEPHONE: 845-340-3685

BUYER: PENNROSE, LLC



BY: Dylan J. Salmons, Regional Vice President

ADDRESS: 45 Main St. Suite 539
Brooklyn, NY 11201

TELEPHONE: 267-386-8643

ACCEPTED ON BEHALF OF THE COMPANY:

LAND SERVICES USA, INC.

BY: _____

ADDRESS: 1835 Market Street, Suite 420

Philadelphia, PA 19103

TELEPHONE: _____