

**ROAD ACCESS/ACQUISITION AGREEMENT/
THIRD AMENDMENT TO CONTRACT**

This Third Amendment to a certain Sale and Purchase Agreement dated December 22, 2019 ("Third Amendment"), by and between Concern for Independent Living, Inc., a New York not-for-profit corporation duly organized and existing in accordance with the laws of the State of New York, and having an address at 312 Expressway Drive South, Medford, New York 11763 (the "Purchaser") and Southampton Full Gospel Church, a New York Religious Corporation duly organized and existing in accordance with the laws of the State of New York, and having an address of 130 Country Road 39, Southampton, New York 11968 ("Seller"). Seller and Purchaser sometimes herein being referred to as "the Parties".

Whereas, the Parties entered into a Sale and Purchase Agreement ("The Agreement") dated December 22, 2019, and attached hereto as Exhibit "A".

Whereas, the Parties simultaneously with this Road Access Acquisition Agreement/ Third Amendment to Contract herewith, will execute the Second Amendment of Contract which extends the Agreement until December 22, 2022. The Purchaser shall deliver both the both the Second and Third Purchaser executed Agreements and deposit the \$160,000.00 required under the Second Amendment with Seller's attorney no later than December 10, 2021, TIME BEING OF THE ESSENCE.

Whereas, Purchaser has submitted a Petition to the Town of Southampton (the Town) for a proposed Subdivision, Rezone, and Site Plan Application (the Petition), wherein Seller's property consisting of 9.48 acres would be divided into two lots - The Northern portion of the overall site currently occupied by Seller referred to as Lot 1, and the remaining Southerly portion proposed for Purchaser's development of a sixty-unit complex, referred to as Lot 2.

Whereas, the Suffolk County of Public Works (SCDPW) has suggested that the Parties enter into a Cross Access Agreement between Lot 1 and Lot 2, in which the Parties would agree to close the current access from Lot 1 to CR39 and jointly share access to CR39 via the proposed access road. (see attached Alternative Church Entrance Adjustment Plan) (the Alternative Plan). The Cross Access Agreement is attached hereto.

Whereas, Purchaser is desirous of submitting the Alternative Plan to the Town in its Environmental Impact Statement (EIS).

Whereas, the Parties are desirous of seeking the approval from the Town, for the proposed Subdivision, Rezone and Site Plan.

Now therefore, the Parties agree as follows:

Subject to acceptance of the Petition by the Town, Purchaser agrees:

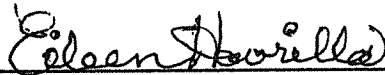
1. To amend the Sale and Purchase Agreement to reflect an increase of Three Hundred Eighty Five Thousand (\$385,000) Dollars to Five Million Three Hundred Eighty Five Thousand (5,385,000.00) Dollars for the acquisition from Seller of the access and proposed road as described in

the Alternative Plan. Purchaser shall provide a metes and bound description of Alternative Plan once approved by the Town and County, which metes and bounds description shall remain subject to the Seller's approval as set forth in the Sale and Purchase Agreement dated December 19, 2019 between the Parties.

2. Purchaser further agrees at its sole cost and expense to:
 - Close the current Lot 1 access to CR39 to municipal code requirements
 - Repair and resurface the entire Seller's parking lot
 - Construct the connection from Lot 1 and Lot 2 as approved by the Town and Seller
 - Complete landscaping pursuant to the Approval Process, including, but not limited to the planting of bushes/trees acceptable to Seller as a visual barrier along the entire access road no more than four feet on center.
3. The Parties shall enter into a Cross Access Agreement with a definitive metes and bounds description, mutual indemnification agreement, and a description of insurance requirements. The Purchaser shall pay any extra insurance expense of the Seller caused by construction and use of the Church parking lot access.

Except as modified by the Second and this Third Amendment, all other terms and conditions in the "Agreement" remain unchanged and in full force and effect. The terms used in the Second and this Third Amendment, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall control.

Southampton Full Gospel Church



By: Eileen Havrilla, Pastor

Concern for Independent Living, Inc.



By: Ralph Fasano Executive Director

Dated: December 7, 2021