

July 17, 2024

Chairperson Ryan Courtien  
and Members of the Town of Dover Planning Board  
Dover Town Hall  
126 East Duncan Hill Road  
Dover Plains, New York 12522

RICHARD L. O'ROURKE  
Senior Counsel  
ro'rourke@kblaw.com

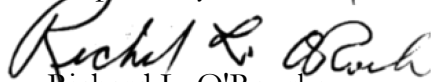
Chairperson Aaron Cioppa  
and Members of the Town of Pawling Planning Board  
Pawling Town Hall  
160 Charles Colman Boulevard  
Pawling, New York 12564

Re: Starkdale Farms  
623 West Dover Road  
Dover Parcel ID No. 6958-00-690892  
Pawling Parcel ID Nos. 6958-00-673657; 7058-00-022710; 6958-00-827687

Dear Chairpersons Courtien and Cioppa and  
Dover and Pawling Planning Board Members:

On behalf of 3P Longevity, LLC (the "Applicant"), enclosed please find an excerpt from the Purchase and Sale Agreement ("PSA") between Starkdale Farms, Inc., as Seller, and the Applicant, as Purchaser. The PSA authorizes the Applicant to file the applications submitted herewith to the Towns of Dover and Pawling. In lieu of signatures from Starkdale Farms, Inc. on the relevant application forms, kindly accept the enclosed PSA as proof that Starkdale Farms, Inc. has authorized the Applicant to submit the applications submitted herewith.

Respectfully submitted,



Richard L. O'Rourke  
Senior Counsel

RLO/  
Encl.

cc: Thomas Jacobellis, Esq.  
Michael Ligouri, Esq.  
3P Longevity, LLC  
Michael McCormack, LMV Architects

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John Watson, PE, Insite Engineering  
Sarah Yackel, AICP, BFJ Planning  
Nicholas Baran, Hart Howerton  
Mike Nowicki, Ecological Solutions, LLC

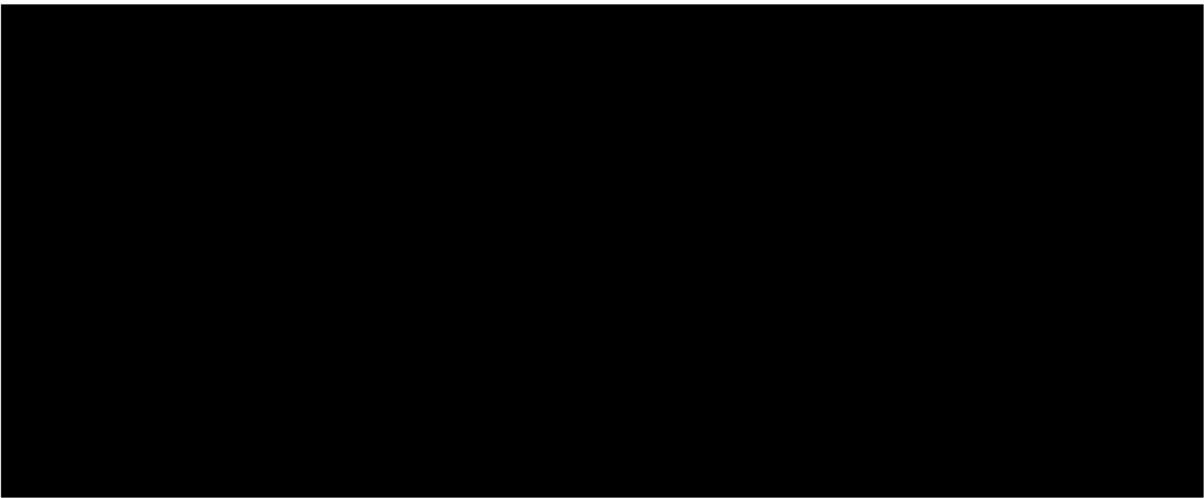
**CONTRACT OF SALE**

**CONTRACT OF SALE** (this "Contract" or this "contract" or this "Agreement"), made as of February, 12, 2024 (the "Effective Date" which is intended to be the last date on which the parties both have executed this Contract) between Starkdale Farms Inc., a Panamanian corporation, having an address c/o Shustak, Reynolds & Partners, P.C., Attention: Erwin Shustak, Esq., 401 West "A" Street, Suite 2200; San Diego, CA 92101, shustak@shufirm.com ("Seller"), and 3P Longevity LLC, a New York limited liability company, having an address c/o Keriland Inc. 5401 S. Kirkman Road, Suite 650, Orlando FL 32189, Attn: Steven C. Heetland (CEO) sheetland@marcent.us ("Purchaser").


**The parties agree as follows:**

**1. Premises.** Seller agrees to sell and convey, and Purchaser agrees to purchase:

(i) the real property known by the street address 518/623 West Dover Road, in the Towns of Pawling and Dover, the County of Dutchess, and the State of New York, consisting of four parcels designated on the Tax Map as 04-6958-00-690892, 11-6958-00-827687, 11-7058-00-022710, and 11-6958-00-673657 as more particularly described on Schedule "A" attached hereto and made a part hereof (collectively the "Land");

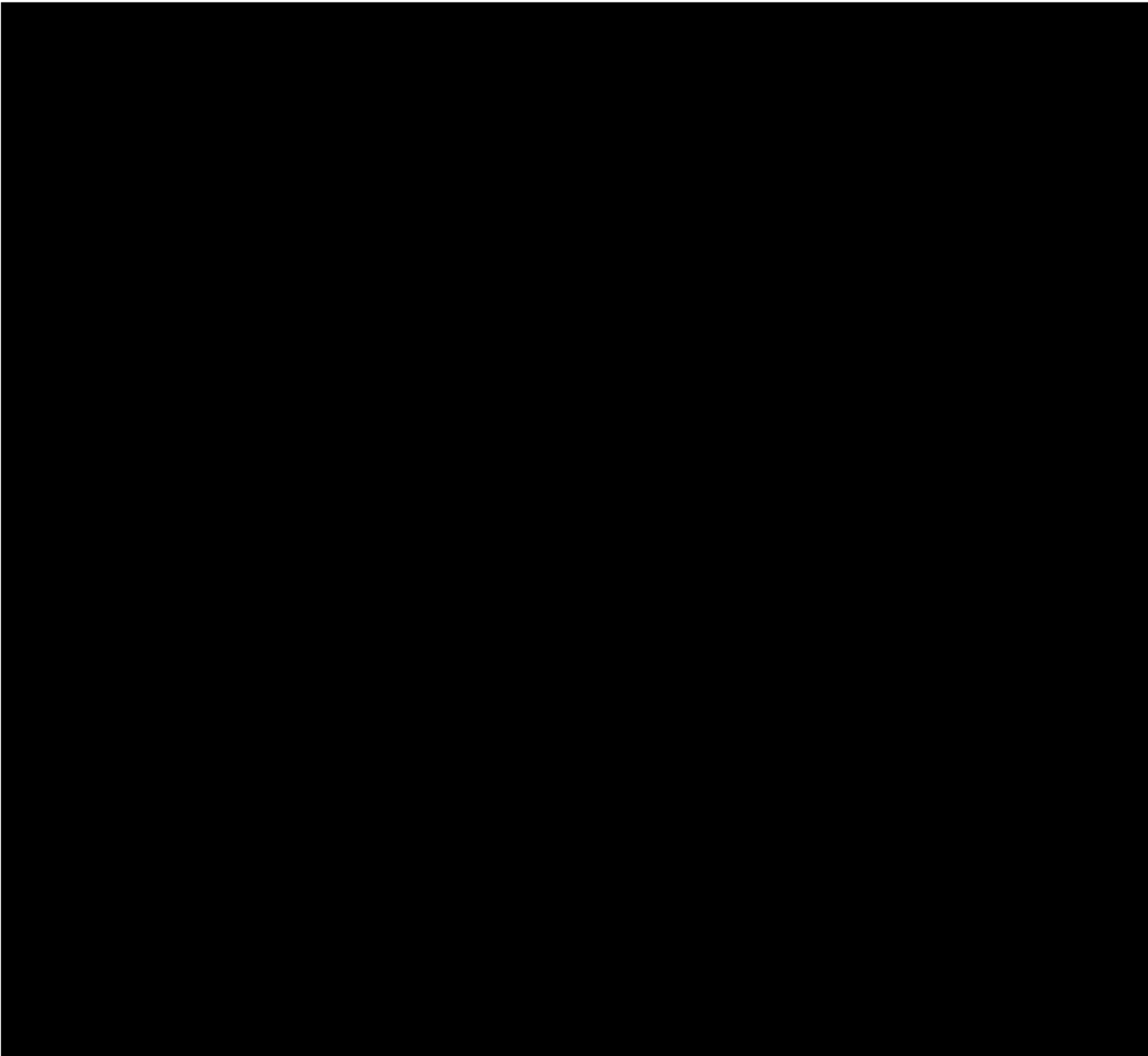


**31. Approvals.** Purchaser shall have the right (in Purchaser's name as contract vendee) to seek to obtain any permits, licenses, approvals, exceptions, entitlements, variances, or other signoffs required by Purchaser in furtherance of its proposed development of the Premises including, without limitation, from each of the Dover and Pawling Townships (each and "Approval"; collectively, the "Approvals"). Purchaser shall forward to Seller, upon Seller's request, copies of any material applications submitted by Purchaser to the applicable board or body. Seller, at no material cost to it, shall, from time to time, reasonably cooperate with Purchaser in connection with the exercise by Purchaser of its rights contained in the preceding sentence, which cooperation by Seller shall include, without limitation, (i) upon request, promptly executing any applications, supporting affidavits and/or other documents or instruments necessary or desirable in connection with Purchaser's efforts to obtain the Approvals (or otherwise necessary or desirable in connection with the exercise by Purchaser of any such rights), (ii) permitting Purchaser and its representatives to correspond with any necessary third-parties and/or governmental or quasi-governmental agencies in furtherance of Purchaser's proposed development of the Premises and/or efforts to obtain the Approvals, and participating in any such correspondence if and as reasonably required by Purchaser, (iii) not contesting or interfering with Purchaser's seeking of any such Approvals. Seller's counsel, Erwin Shustak, Esq., or another member of his firm or another lawyer licensed to practice law in New York State as designated by Seller, will have legal authority, in form reasonably acceptable to Purchaser's title company and to Purchaser's counsel to (i) provide such assistance as it reasonably can to assist Purchaser in obtaining Approvals, provided that such assistance is consistent with the transactions contemplated hereunder and will not otherwise impose on Seller any liability, cost or expense, other than to a de minimis extent (unless paid for by Purchaser). Notwithstanding the provisions of this Section 31 or any other provision of this Contract, it shall not be a condition to Purchaser's obligation to close hereunder that Purchaser shall have obtained any or all of the Approvals. In the event that this Contract is terminated for any reason, other than a default by Seller, Purchaser shall rescind all Approvals at its sole cost and expense, it being agreed that the provisions of this sentence shall survive the termination of this Contract. Additionally, Seller acknowledges and agrees that the design and concept of the proposed development and all submissions, filings, and Approvals made in connection therewith (collectively, the "Development Materials") are proprietary and solely the property of Purchaser and, if this Contract is terminated for any reason, Seller shall not utilize



any of the Development Materials or provide any future owner or other party with such Development Materials. The provisions of the preceding sentence shall survive the earlier termination of this Contract.

Notwithstanding anything to the contrary contained herein, if Purchaser determines it needs to make any applications described above in the name of Seller, Purchaser's counsel shall send written notice to Seller's counsel of the actual application that Purchaser wants to submit in Seller's name. Seller's counsel shall review the request, promptly and without any undue delay, and will sign such application on behalf of Seller, provided such application (i) is accurate and truthful; (ii) Seller's counsel determines the application must be made in Seller's name and cannot be made by Purchaser as a contract vendee; (iii) the application does not expose Seller to any potential liability; or (iv) will not, prior to Closing, permanently and irrevocably change the character, zoning, or use of the Property beyond its current use.



A handwritten signature or set of initials, possibly "CJ", is written in ink to the right of the large redacted area.



36. Authority. Without limiting any other provision in this Agreement, Seller acknowledges and agrees that Seller's counsel, Erwin Shustak, Esq., or another member of his firm, or another lawyer licensed to practice law in New York State, as designated by Seller, will have legal authority, in form reasonably acceptable to Purchaser's title company and to Purchaser's counsel, to execute and deliver this Agreement and any amendments thereto, and any and all documents and instruments in connection with the Closing and the transactions contemplated hereunder. Seller further acknowledges that Purchaser is relying on the foregoing as a material inducement to entering into this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Contract as of the date first above written.

SELLER:

STARKDALE FARMS INC.  
Fed Id No. 13-2847014

By Erwin J. Shustak, Esq.  
Authorized Signatory

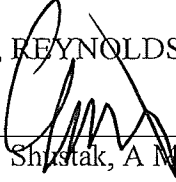
PURCHASER:

3P LONGEVITY LLC  
By: Keriland Inc., its sole Member  
Fed Id No. 13-3455124

By Steven C. Heetland  
Steven C. Heetland  
Secretary/Treasurer

Shustak, Reynolds & Partners, P.C. executes this Contract solely to agree to serve as Escrow Agent in accordance with the provisions of this Agreement.

SHUSTAK, REYNOLDS & PARTNERS, P.C.

By  \_\_\_\_\_  
Erwin J. Shustak, A Member of the Firm