AGREEMENT BETWEEN THE TOWN OF GARDINER HIGHWAY DEPARTMENT AND KINGDOM SUPPORT SERVICES, Inc.

THIS AGREEMENT ("Agreement") is effective the 31st day of July, 2026, ("Effective Date") by and between the Town of Gardiner Highway Department ("Department"), and Kingdom Support Services, Inc., a New York not-for-profit corporation with an office at 780 Red Mills Road, Wallkill, New York 12589 ("KSS"). Each party may be referred to individually in this Agreement as a "Party" or collectively as the "Parties."

This Agreement is based on the following facts:

a. The Department has informed KSS that Crispell Lane in the Town of Gardiner (the "Road") needs maintenance and repairs to ensure safe use by residents ("Project");
b. The Department has informed KSS that use of the Road by KSS's vehicles may have contributed to increased wear of the Road;
c. KSS values the positive relationship with the Department and wishes to resolve this matter in a cooperative and amicable manner; and
d. KSS agrees to make a one-time payment of ten thousand dollars ($10,000) to the Department as a contribution to the Project and as an expression of goodwill.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. *Payment.* KSS will pay the Department a one-time sum of ten thousand dollars ($10,000) (the "Payment") as full and final settlement for any and all claims, damages, or liabilities arising from KSS's use of the Road as of the date of this Agreement.

2. *Purpose and Use.* The parties agree that the Payment is intended to support the Project. The Department agrees to use the Payment only for the Project. It is further understood and agreed to that the Payment is voluntary and a one-time resolution that does not establish any precedent or ongoing commitment by KSS. It is not and shall never be construed as an admission of any liability, wrongdoing, or responsibility of any kind whatsoever on the part of KSS as it relates to the condition of the Road or the Project.

3. *Term and Schedule.* KSS will provide the Payment to the Department at a time and in a manner agreed upon by both Parties.

4. *Release and Discharge.* Upon receipt of the Payment, the Department fully releases and discharges KSS and its officers, directors, members, agents, volunteers, and representatives from any claims, demands, losses, costs, expenses, causes of action, or other obligations, of any kind, whether known or unknown, relating to, resulting from, or arising out of the use of the Road by KSS, through the date of this agreement.

5. *Successors and Assigns; Entire Agreement.* This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns. The Parties agree and represent that this Agreement is the entire agreement regarding the donation from KSS for the Project, and its terms are binding.

6. *Governing Law.* This Agreement will be interpreted and enforced under the laws of the State of New York.

7. *Counterparts and Electronic Signatures.* This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. The Parties further agree that this Agreement may be signed electronically,

and signatures on it transmitted by facsimile or via electronic mail (by pdf or similar file types) shall be valid and effective to bind the Parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, on the dates set forth below, to be effective as of the Effective Date.

(signature pages to follow)

Town of Gardiner Supervisor

By: _____

Printed Name: _____

Title: _____

Date: _____

Town of Gardiner Highway Department

By: _____

Printed Name: _____

Title: _____

Date: _____

Kingdom Support Services, Inc.

By: _____

Printed Name: Dirk Johnson

Title: Asst Secretary

Date: 7-30-26