AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "**Agreement**") is made as of the 9th day of July, 2026 (the "**Effective Date**"), by and between **ROMILL ASSOCIATES LP** a Pennsylvania limited partnership, ("**Seller**"), and **WEST PIKELAND TOWNSHIP**, a Pennsylvania Second Class Township ("**Buyer**").

BACKGROUND

Seller is the owner of the Property (as defined below) located in West Pikeland Township, County of Chester, Commonwealth of Pennsylvania; and

Buyer desires to purchase, and Seller is willing to sell, the Property, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the respective promises contained in this Agreement, Buyer and Seller agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, approximately 7.23 acres of land owned by Seller, being identified as Tax Parcel Number 34-4-7 (the "**Land**"), together with any improvements thereon and all appurtenances thereto (including, without limitation, all easements, rights-of- way, development rights, sewer and utility rights, privileges, licenses and other rights and benefits belonging to, running with the owner of, or in any way relating to the aforesaid Land) together with all right, title and interest, if any, of Seller in and to gaps, strips or gores pertaining to the Land or any land lying in the bed of any street, road, highway, avenue or alley (opened or unopened, existing or proposed, now vacated or hereafter to be vacated) in front of or adjoining the aforesaid Land, to the center line thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the aforesaid Land by reason of change of grade of any street, road, highway, avenue or alley, commonly known as 1001 Kimberton Road, Chester Springs, Pennsylvania, as more fully described in Exhibit "A" attached hereto (the Land and all of the foregoing, collectively, the "**Property**").

2. Purchase Price. Subject to any credits, adjustments and pro rations set forth in this Agreement, the purchase price (the "**Purchase Price**") for the Property is Three Million Dollars ($3,000,000.00).

3. Payment of Purchase Price. The Purchase Price will be paid to Seller by Buyer as follows:

A. Deposit. Buyer will pay the Deposit (defined below) as follows:

(1) Within three (3) Business Days following the execution of this Agreement, Buyer will deliver to the Escrow Agent a deposit in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) (the "**First Deposit**") to be held in an interest-bearing account; and

(2) Within three (3) Business Days following the expiration of the Due Diligence Period, Buyer will deliver to the Escrow Agent a second deposit in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) (the "**Second Deposit**") to be held in an interest-bearing account. The First Deposit and the Second Deposit shall be referred to collectively in this Agreement as the "**Deposit**". Interest with respect to the Deposit shall follow the Deposit. The Deposit shall be returned to Buyer immediately upon Buyer's exercise of the termination of this Agreement provided anywhere in this Agreement. If Buyer does not exercise a right of termination under this Agreement and the parties proceed to Closing, the Deposit shall be released to the Seller at Closing on account of the Purchase Price.

B. Closing Payment. The balance of the Purchase Price, as adjusted by the Deposit, credits, adjustments and pro rations specified in this Agreement (the "**Closing Payment**"), will be paid by wire transfer of immediately available federal funds on the Closing Date.

C. Discharge of Existing Liens. Seller will cause all mortgages, deeds of trust and monetary liens (including liens for delinquent taxes, mechanics' liens and judgment liens) affecting the Property and all indebtedness secured thereby (the "**Existing Liens**") to be fully satisfied, released and discharged of record on or prior to the Closing Date so that Buyer will take title to the Property free of the same.

4. Title.

A. Title Commitment and Survey. Within twenty (20) days following the Effective Date, Buyer, at its sole cost and expense, shall obtain from a title insurance company of its choosing ("**Title Company**") a title insurance commitment covering the Property and legible copies of the documents evidencing the exceptions to title stated therein (collectively, the "**Title Commitment**"). In addition, Buyer may, at its option, obtain at its own cost an ALTA/ACSM survey (the "**Survey**") of the Property appropriately certified to Buyer. If the Survey (including the certification) or the Title Commitment discloses any matter (a "**Title Objection**") which Buyer finds objectionable, then Buyer will have ten (10) days from receipt of the Title Commitment to give Seller written notice of such Title Objections ("**Title Objection Notice**") describing the Title Objections and providing Buyer with copies of all details and documentation regarding such Title Objection. Seller shall have ten (10) days from the receipt of the Title Objection Notice to deliver written notice to Buyer ("**Seller Notice**") notifying Buyer of Seller's (1) agreement to remove each Title Objection or (2) refusal to remove any Title Objections. If, as set forth in the Seller Notice, Seller determines not to remove any Title Objection, Buyer shall have thirty (30) days from the date of the Seller Notice (1) to terminate the Agreement by giving Seller written notice of such termination, in which case, the Deposit shall be returned to Buyer within five (5) days following such notice of termination or (2) to provide notice to Seller that Buyer will endeavor to cause such Title Objection to be cured as of the Closing Date and/or that it will close notwithstanding the existence of the Title Objection. Seller's failure to deliver the Seller Notice within the ten (10) day period described above shall be deemed to be Seller's election not to remove any Title Objection, and for purposes of determining Buyer's response period the Seller Notice shall be deemed to have been given on the last day of such ten (10) day period. Seller will cooperate reasonably with Buyer in order to enable Buyer to endeavor to cure such Title Objection. Subject to the foregoing, if Seller does not receive Buyer's termination notice before the 30th day after the

date of the Seller Notice, then the Title Objection shall become a Permitted Exception without any further action or notice required from Seller. Notwithstanding the foregoing, Seller shall be obligated to remove or cause to be removed at or prior to Closing only (i) the Existing Liens; (ii) any mortgage, deed of trust, judgment or other monetary lien voluntarily created by, or resulting from the acts of, Seller; and (iii) the items listed in the Seller Notice that Seller agreed to remove, and Seller shall have no obligation to cure, remove or satisfy, or to expend any sums in connection with, any other Title Objection.

B. Title. Seller shall convey the Property to Buyer at Closing free and clear of all Title Objections, but subject to the following (collectively, "**Permitted Exceptions**"):

(1) Real property taxes and assessments for the fiscal tax year in which Closing shall occur and subsequent fiscal tax years not yet due and payable.

(2) Zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property.

(3) Any other liens, encumbrances, exceptions or other matters or items which may be approved in writing by Buyer or deemed to have been approved by Buyer in accordance with the terms of Section 4.A.

C. Title Insurance. Buyer may obtain, at its sole cost and expense, a policy or policies of title insurance from the Title Company. Buyer shall bear the cost and expense of the Survey and any other survey and title insurance endorsements which Buyer may request, and Seller shall not be required to incur any liability or expense, or provide any indemnity or guarantee, in connection with any survey or title insurance desired by Buyer, other than such customary affidavits of title as are reasonably requested by the Title Company.

5. Buyer's Inspection of the Property. For a period of sixty (60) days following the Effective Date ("**Due Diligence Period**"), Buyer and its employees, agents, officers consultants, contractors and other parties (collectively "**Buyer's Parties**") will have the right of access to and entry upon the Property (upon prior notice to and coordination with Seller, which shall not be unreasonably withheld, conditioned or delayed by Seller) during the Due Diligence Period for the purpose of conducting a thorough due diligence investigation of the Property, including any or all of the following activities as Buyer may elect: conducting a survey of the Property and review of all matters affecting title, conducting a physical inspection and analysis of the Property (including any environmental testing and site assessments), including the taking of soil borings and other tests of the surface and subsurface condition of the Property; reviewing and investigating the compliance of the Property with all applicable laws, confirming that no portion of the Property has in the past contained or currently contains "hazardous waste", "hazardous substances", "toxic substances" or "contaminates" or Hazardous Materials (collectively "**Hazardous Substances**"), as defined by any environmental statute, rule, or regulation ("**Environmental Laws**"), mapping the portions of the Property that may constitute wetlands under applicable laws and regulations; and generally reviewing all other matters relating to the physical, financial, historical or legal condition of the Property or its feasibility for Buyer's intended use as aforesaid. In connection with these studies and analyses, Buyer shall also have the right to review the records of, and to make inquiries

with, any governmental authority and/or neighborhood or community group relating to the Property. Seller and its employees and agents will cooperate in all reasonable respects with Buyer and Buyer's Parties, and, within seven (7) Business Days (as hereinafter defined) after the Effective Date, will provide to Buyer copies of all building plans, surveys, wetlands studies, environmental reports, prior title policies and title reports, soil studies, historical records, any existing agreements to which it is a party (if, and to the extent, any such documents, with reasonable due diligence, are in Seller's possession or under its reasonable control) pertaining to the use, management and operation of the Property and other relevant documents that they may have (if, and to the extent, any such documents, with reasonable due diligence, are readily available to Seller) as may be necessary or desirable to enable Buyer and Buyer's Parties to complete their due diligence review of the Property ("**Records**").

A. Indemnification. Buyer shall indemnify, defend and hold harmless Seller and its partners, members, managers, officers, directors, shareholders, employees, agents, representatives, advisors and counsel (each, a "**Seller Party**," and collectively, the "**Seller Parties**") from and against any and all claims, demands, causes of action, losses, damages, liabilities, liens, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from any entry upon, or any inspection, testing, sampling or other activities at, the Property by Buyer or any of Buyer's Parties; provided, however, that the foregoing indemnity shall not extend to (i) any loss, damage, claim, lien, cost or expense resulting from the negligence or willful misconduct of Seller or any Seller Party, or (ii) any pre-existing condition merely discovered (and not aggravated) by Buyer or Buyer's Parties. Buyer shall not permit any lien (including any mechanic's lien) to be filed against the Property as a result of any such entry or activities, and if any such lien is filed, Buyer shall cause the same to be discharged of record within thirty (30) days after written notice thereof. The provisions of this subsection shall survive the Closing or any termination of this Agreement.

B. Insurance. Prior to any entry upon the Property by Buyer or any of Buyer's Parties, Buyer shall maintain, or cause to be maintained, commercial general liability insurance, with combined single limits of not less than Two Million Dollars $2,000,000.00 per occurrence, insuring against any liability arising out of any entry upon or any inspection, testing or other activities at the Property. Such insurance shall name Seller as an additional insured, shall be primary and non-contributing with respect to any insurance carried by Seller, and Buyer shall deliver to Seller evidence of such coverage (or evidence of a program of self-insurance reasonably acceptable to Seller) prior to any such entry.

C. Restoration. Buyer shall, at its sole cost and expense, promptly repair and restore the Property to substantially the same condition that existed immediately prior to any inspection, testing, sampling or other activities conducted by Buyer or any of Buyer's Parties. The provisions of this subsection shall survive the Closing or any termination of this Agreement.

6. Transaction Contingencies. This Agreement and Buyer's obligation to purchase the Property hereunder are contingent upon the satisfaction of each and every one of the following contingencies:

A. Due Diligence Contingency. Buyer shall have determined, in its sole discretion, that Buyer is satisfied with the inspections of the Property done during the Due Diligence Period.

B. Title Contingency. Title to the Property shall be as required by Section 4.

C. Appraisal Contingency. On or before the expiration of the Due Diligence Period, Buyer shall have received a second appraisal of the Property which will include within it an allocation of the value between each of the subdivided lots. These two appraisals, combined with the first appraisal already secured by Buyer, permits Buyer to acquire the Property for the Purchase Price in accordance with the Pennsylvania Second Class Township Code at 53 P.S. §66503(e).

D. Termination of Agreement. If Buyer, for whatever reason or no reason, and in Buyer's sole discretion, elects not to purchase the Property during the respective terms of the applicable contingency period, Buyer will be entitled to deliver a written notice ("**Buyer's Termination Notice**") to Seller in accordance with the terms of Section 12.D of this Agreement within five (5) Business Days following the expiration of the applicable contingency period hereunder, stating that Buyer has elected to terminate this Agreement. Upon delivery of Buyer's Termination Notice, the Deposit, together with all interest accrued thereon, shall be returned to Buyer, and this Agreement shall automatically terminate and the liabilities of the parties hereto shall cease.

7. Closing. The consummation of the sale and purchase herein provided ("**Closing**") will occur on or before November 15, 2026 (such date, the "**Closing Date**").

A. Closing Deliveries.

(1) By Seller. At Closing, Seller shall deliver to Buyer (or the Title Company):

(a) an appropriate duly executed and acknowledged original special warranty deed covering the Property (the "**Deed**");

(b) an appropriate certificate of Seller respecting the "non-foreign" status of Seller (the "**FIRPTA Certificate**");

(c) evidence reasonably satisfactory to Buyer and Title Company that all necessary authorizations of the transaction provided herein have been obtained by Seller, and such other documents and instruments, as Title Company will reasonably require in order to issue an ALTA owner's policy of title insurance (1992-Form B) insuring title to the Property subject only to the Permitted Exceptions (the "**Owner's Policy**"),

(d) releases ("**Releases**") of the Existing Liens satisfactory to the Title Company;

(e) an appropriate certificate (the "**Closing Certificate**"), dated as of the Closing Date and duly executed by Seller, representing to Buyer that the representations

and warranties of Seller contained in this Agreement are true and correct as of the Closing Date as if made on and as of the Closing Date (or, specifying in reasonable detail any exceptions, which then exist); and

(f) Such other documents, instruments and agreements requested by the Title Company, specifically including, without limitation, a seller's / owner's affidavit that is required to provide title insurance effective immediately upon Closing.

(2) By Buyer. At Closing, Buyer shall deliver to Seller (or the Title Company):

(a) the Closing Payment by wire transfer of immediately available federal funds; and

(b) evidence reasonably satisfactory to Seller and the Title Company that all necessary authorizations of the transaction provided herein have been obtained by Buyer, and such other documents and instruments (including transfer tax declarations) as may be reasonably requested by Title Company in order to consummate the transaction contemplated hereby and issue the Owner's Policy.

B. Closing Costs. Seller will pay (i) for the cost of removing of record any liens or mortgages affecting the Property, and (ii) fifty percent (50%) of all transfer taxes imposed on the transaction and payable in connection with the sale of the Property. Buyer will pay (i) all costs and expenses of the escrow arrangements, (ii) fifty percent (50%) of all transfer taxes imposed on the transaction and payable in connection with the sale of the Property, (iii) the premium applicable to the Owner's Policy (including the cost of extended coverage and all endorsements comprising a part of the Owner's Policy), (iv) the cost for the Survey, (v) the cost of any of its examinations and inspections and audits of the Property, including the cost of any of its appraisals, physical and financial audits, and, if applicable, and (vi) all costs associated with any financing to be obtained by Buyer. All other closing costs not specifically allocated herein will be paid by the parties as is customary in the county in which the Property is located. Seller and Buyer will each pay their respective (i) legal fees and expenses, (ii) share of prorations (as provided below), and (iii) cost of all opinions, certificates, instruments, documents and papers required to be delivered, or caused to be delivered, by it hereunder and the cost of all its performances under this Agreement.

C. Prorations.

(1) Items to be Prorated. The following will be prorated between Seller and Buyer as of the Closing Date:

(a) Buyer will not assume any contracts to which Seller is a party relating to the Property ("**Seller Contracts**") unless Buyer and Seller mutually agree to do so in writing after the date hereof. For any Seller Contract assumed by Buyer, Buyer and Seller will prorate all operating expenses and charges payable thereunder. As to each service provider, operating expenses payable or paid to such service provider with respect to the billing period of such service provider in which the Closing Date occurs (the "**Current Billing Period**"), will be prorated on a per diem basis based upon the number of days in the Current Billing Period prior to

the Closing Date (which will be allocated to Seller) and the number of days in the Current Billing Period on and after the Closing Date (which will be allocated to Buyer), and assuming that all charges are incurred uniformly during the Current Billing Period. Any amounts which have been prepaid by Seller to a service provider or other contract party will be prorated between Buyer and Seller. Buyer will provide Seller with a credit for the amount of such prepayment which is attributable to the term of such Seller Contract which has not expired. If actual bills for the Current Billing Period are unavailable as of the Closing Date, then such proration will be made on an estimated basis based upon the most recently issued bills, subject to readjustment upon receipt of actual bills.

(b) For the avoidance of doubt, Buyer is exempt from the payment of real estate taxes and, accordingly, real estate taxes will not be prorated between Buyer and Seller under this Agreement and Seller shall have paid all real estate taxes attributable to the period ending on the Closing Date and it shall be Buyer's sole responsibility to seek a refund of any real estate taxes paid by Seller and attributable to the period after the Closing Date.

(2) Additional Items. Seller and Buyer agree that (a) there are no tenants of the Property and no tenant leases will be assigned to or assumed by Buyer; (b) none of the insurance policies relating to the Property will be assigned to Buyer and Buyer will be responsible for arranging for its own insurance as of the Closing Date; (c) utilities, including telephone, electricity, water and gas, will be read on the Closing Date to the extent reasonably feasible. Notwithstanding the foregoing, in the event a meter reading is unavailable for any particular utility, such utility will be prorated in the manner provided in subsection (1)(b) above.

8. Destruction/Condemnation of Property.

A. Casualty. Risk of loss to the Property prior to the Closing shall be on the Seller. If, prior to the Closing, the Property is damaged by fire or other casualty, Buyer may elect to terminate this Agreement by written notice to Seller within twenty (20) days after Buyer's receipt of Seller's notice of such damage, and upon such termination, the Escrow Agent shall immediately return the Deposit to Buyer whereupon the parties to this Agreement shall have no further rights, obligations or liabilities with respect to each other under this Agreement except for those that expressly survive termination. If after the occurrence of any such damage or casualty described in the preceding sentence, Buyer does not timely elect to terminate this Agreement, then this Agreement shall remain in full force and effect, and the parties shall proceed to Closing, provided that Buyer shall be entitled to a credit against the Purchase Price in the amount of the cost of restoring the Property to its pre-casualty condition. The cost of repair shall be determined by an engineer licensed in the Commonwealth of Pennsylvania mutually agreeable to Seller and Buyer. The terms of this Section 8.A shall survive the Closing.

B. Condemnation. In the event that all or any portion of the Property is the subject of a taking or condemnation under the provisions of eminent domain law after the Effective Date but prior to the Closing Date, Buyer, at its option, may terminate this Agreement by written notice to Seller given on or before thirty (30) days after Seller shall provide notice to such taking, and upon such termination, the Escrow Agent shall immediately return the Deposit to Buyer whereupon the parties will have no further liability or obligation hereunder except for such rights and obligations that expressly survive any termination of this Agreement. In the alternative, Buyer

may elect to proceed to Closing in which case Buyer shall be entitled to a reduction to the Purchase Price equal to the proceeds payable to Seller as a result of the condemnation.

9. Representations and Warranties; Certain Covenants.

A. Representations and Warranties of Seller. Seller hereby represents and warrants the following to Buyer, in each case subject to the limitations set forth in this Agreement. Wherever a representation or warranty in this Agreement is made "to Seller's knowledge" or with words of similar import, such phrase means the actual, constructive, imputed or implied knowledge of the individuals that own the equity of Seller:

(1) Formation; Authority. Seller is a limited partnership, duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and duly authorized and qualified to do all things required of it under this Agreement. Seller's general partner, Maremi, Inc., is a corporation, duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and duly authorized and qualified to do all things required of it under this Agreement. Seller has all requisite power and authority to execute and deliver, and to perform all of its obligations under, this Agreement and nothing prohibits or restricts the right or ability of Seller to close the transactions contemplated hereunder and carry out the terms hereof.

(2) Due Execution; Enforceability. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are duly authorized, executed and delivered by and are binding upon Seller. At least twenty (20) days prior to the Closing Date, Seller will deliver to Buyer copies of organizational documents, resolutions, and such other evidence (from both Seller and its general partner) of the due authorization, execution and delivery of the agreements, instruments and documents to be executed by Seller hereunder as reasonably required by Buyer and the Title Company.

(3) Consents; No Conflict. Seller has obtained all consents and permissions related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, or Laws (as hereinafter defined). Neither this Agreement nor any agreement, document or instrument executed or to be executed in connection with the same, nor anything provided in or contemplated by this Agreement, does now or will hereafter breach, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, affecting or relating to Seller or the Property, other than agreements which will be terminated as of Closing.

(4) No Bankruptcy or Dissolution. No Bankruptcy/Dissolution Event (as defined below) has occurred with respect to Seller.

(5) Compliance. Seller's use and operation of the Property comply and has complied with all applicable Laws.

(6) Default. Seller is not in default in respect of any of the Seller Contracts pertaining to the Property to which it is a party, and Seller has not received any written notice of a default under any Seller Contracts.

(7) Tenant Leases. There are no leases, assignments, subleases, amendments, modifications, agreements or understandings with any tenants, concessionaires or licensees of the Property and there are no parties with rights to occupy or use the Property.

(8) Litigation. There are no actions, suits or proceedings pending or threatened in writing before any judicial or administrative body, any arbiter or any governmental authority against Seller (which would affect in any manner the sale of the Property or the quality of Buyer's title thereto upon Closing) or the Property.

(9) Water & Sewer. The Property is served with an on-site well for water and an onsite septic system, access for each of which are provided via an easement for use on adjoining property at 1019 Kimberton Road, West Pikeland, PA and both are presently in good operating condition and functioning for their intended purposes. The well is capable of providing an adequate and reliable supply of potable water to serve the existing improvements on the Property in a manner substantially consistent with the historical use of the Property, and Seller has not received any written notice from any governmental authority or utility provider alleging that the well is noncompliant with applicable laws, regulations, permits, or approvals. The onsite septic system is in good working order, is functioning as intended for the existing improvements and current use of the Property, and Seller has not experienced any material failure, backup, overflow, seepage, discharge, or other malfunction of the onsite septic system during Seller's ownership of the Property. Seller has not received any written notice from any governmental authority alleging that the onsite septic system is noncompliant with applicable laws, regulations, permits, or approvals. All utility service lines serving the Property are located either within the boundaries of the Property, within lands dedicated to public use, or within recorded easements for the same appurtenant to the Property.

(10) Assessments. Seller has no actual knowledge or notice of improvements or assessments ordered or issued by any governmental authority with respect to the Property, or the streets abutting the same. Seller shall be obligated to perform and pay the entire cost of any of the foregoing as to which notices are issued, assessments made, or improvements or work ordered at any time prior to Closing.

(11) Mechanics Liens. All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies by or at the instance of Seller or for the Property or any part thereof, have been or will be paid in full prior to Closing and there are no claims against the Seller or the Property in connection therewith.

(12) Environmental. Except for conditions disclosed and resolved pursuant to the Consent Order and the Environmental Covenant, and except for the conditions set forth on Schedule 9.A.12 attached hereto: (i) after reasonable inquiry, to the best of Seller's knowledge, information, and belief, no portion of the Property has been used by Seller during Seller's ownership thereof to treat, store, produce, handle, transfer, process, transport, dispose or otherwise release Hazardous Substances and/or any other substances regulated or controlled by the Environmental Laws in violation of any applicable Laws; (ii) to Seller's knowledge, there is no pollution or danger of pollution resulting from a condition which exists on the Property which requires any corrective action under the Environmental Laws; (iii) Seller has not received any written notification, and to Seller's knowledge no notification has been filed, with regard to a

release of Hazardous Substances on, into or from the Property under the Environmental Laws; (iv) all activities on the Property since Seller's acquisition have been and are being conducted in compliance with all Environmental Laws; (v) Seller has not received any written summons, citation, notice of violation, administrative order, directive or other written communication from any governmental or quasi-governmental authority concerning any violation or alleged violation of any Environmental Laws that remains outstanding; (vi) there are no remaining underground storage tanks, unencapsulated or friable asbestos or asbestos containing materials, urea formaldehyde foam, or polychlorinated biphenyls (PCB's) located on the Property. All underground storage tanks that have been removed from the Property have been removed in full compliance with the Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. §§ 6021.101–6021.2104); and (vii) Seller has complied with all of its obligations under the Consent Order and the Environmental Covenant and, to Seller's knowledge, no facts or conditions exist which, now or with the passage of time, would constitute a violation by Seller of its obligations under the Consent Order or the Environmental Covenant.

(13) Condemnation. Seller has not received any written notice of any existing or proposed eminent domain or similar proceeding which would affect the Property.

(14) Existing Agreements. Seller is not a party to any agreements or understandings (whether written or oral) relating to the Property that will be binding upon Buyer or the Property following Closing and there are no existing unrecorded contracts or agreements entered into by Seller, written or oral, affecting the Property, or any portion thereof or the use thereof.

B. Representations, Warranties and Covenants of Buyer. Buyer hereby represents and warrants to and covenants with Seller as follows:

(1) Formation; Authority. Buyer is a Second Class Township under the laws of the Commonwealth of Pennsylvania and duly authorized and qualified to do all things required of it under this Agreement. Buyer has all requisite power and authority to execute and deliver, and to perform all of its obligations under, this Agreement and nothing prohibits or restricts the right or ability of Buyer to close the transactions contemplated hereunder and carry out the terms hereof.

(2) Due Execution; Enforceability. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are duly authorized, executed and delivered by and are binding upon Buyer.

(3) No Bankruptcy/Dissolution Event. No Bankruptcy/Dissolution Event has occurred with respect to Buyer or any member of Buyer.

C. Certain Interim Covenants. Until the Closing Date or the sooner termination of this Agreement:

(1) Property Maintenance. Seller will maintain the Property in the same manner as prior hereto pursuant to its normal course of business. Seller will not permit any person or entity to use the Property in a manner that is reasonably likely to result in the storage, release

or discharge of any Hazardous Substances on or into the Property in violation of any Environmental Laws.

(2) Seller Contracts. Seller shall not enter into any additional Seller Contracts affecting the Property without the prior consent of Buyer. Seller, at its sole cost and expense, will terminate all Seller Contracts as of the Closing Date (unless Buyer and Seller agree in writing to cause a Seller Contract to be assigned to Buyer).

(3) Liability Insurance. Seller will maintain for its benefit its current liability insurance on and with respect to the Property through the Closing Date.

(4) Bulk Sales. If required under Pennsylvania's bulk sales law (72 P.S. § 1403), Seller will, at least ten (10) days prior to Closing, apply for the necessary clearance certificates to comply with Pennsylvania law relating to bulk sales, and, following Closing, Seller will diligently pursue obtaining the necessary certificates to comply with the provisions of Pennsylvania law relating to bulk sales. Seller hereby agrees to indemnify, defend and hold harmless Buyer and its affiliates, members, shareholders, employees and agents and their respective partners, officers, directors and employees from and against any claim, liability, obligation, loss, injury, expense or damage suffered or sustained by any of them (including, without limitation, any judgment, award, settlement, attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened actions, proceedings or claims) by reason of any failure of Seller to comply with the provisions of Pennsylvania law relating to bulk sales, or by reason of any failure of Seller to file any tax reports or pay any taxes of any nature or unemployment compensation contributions as due. As soon as Seller obtains such from the agencies of the Commonwealth of Pennsylvania, Seller shall provide Buyer with evidence of its compliance with the applicable bulk sales laws (including the payment of any tax due and payable). Seller's obligations under this subsection (4) shall survive Closing.

(5) Subdivision. Buyer shall have the right to seek approval from West Pikeland Township permitting the subdivision of the Property into two (2) lots, subject to a subdivision plan prepared by an engineering firm engaged by Buyer, with Buyer bearing all expenses related to processing such subdivision (including all filing fees and engineering costs). Seller shall reasonably cooperate with Buyer's effort to subdivide the Property per this subparagraph (5). The subdivision shall occur simultaneously with Closing, but subdivision shall not be a condition of Closing.

D. As-Is, Where-Is. Except for the representations and warranties of Seller expressly set forth in this Agreement and in the Closing Certificate (collectively, the "**Express Representations**"), Buyer acknowledges and agrees that (i) the Property is being sold and conveyed, and Buyer agrees to accept the Property, on an "AS-IS, WHERE-IS, WITH ALL FAULTS" basis; and (ii) neither Seller nor any Seller Party has made, and Seller hereby disclaims, any representation or warranty of any kind or nature, whether express, implied or statutory, as to the condition, value, use, development, marketability, habitability, merchantability or fitness for any particular purpose of the Property, the presence or absence of Hazardous Substances, or the compliance of the Property with applicable Laws, other than the Express Representations. Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate, that it is represented by legal counsel, and that, except for the Express Representations, Buyer is relying

solely upon its own inspections, examinations and investigations of the Property and not upon any information provided or to be provided by or on behalf of Seller.

E. Release. Effective as of the Closing, and except with respect to (i) the Express Representations, (ii) any obligation of Seller that is expressly stated to survive the Closing, and (iii) Seller's indemnification obligations under Section 10, Buyer, on behalf of itself and the Buyer Indemnified Parties, hereby waives, releases and forever discharges Seller and the Seller Parties from any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses arising out of or relating to the condition, valuation, suitability or use of the Property, including, without limitation, the physical, environmental and legal compliance condition of the Property and the presence of any Hazardous Substances on, under or about the Property. The provisions of this subsection shall survive the Closing.

10. Indemnification Obligations. If the Closing occurs, then the parties will have the following respective indemnification obligations:

A. Indemnification by Seller. From and after the Closing Date, the Seller will indemnify, defend and hold harmless the Buyer, its Affiliates and its subsidiaries and each of their respective officers, directors, employees, agents and representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing (collectively, the "**Buyer Indemnified Parties**") from, against and in respect of any and all monetary losses arising out of or resulting from:

(1) any breach or inaccuracy of any representation or warranty made by the Seller in this Agreement;

(2) any claims by third parties, including, without limitation, the parties to the Seller Contracts, against Buyer related to Seller's operation of its business prior to the Closing;

(3) any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Buyer with respect to: (1) the presence of any Hazardous Material on the Property; or 2) any violation by Buyer of the terms of the Consent Order or the Environmental Covenant;, and

(4) any breach of any covenant, agreement or undertaking made by the Seller in this Agreement that in each case is to be performed after the Closing Date.

B. Indemnification by Buyer. From and after the Closing Date, the Buyer will indemnify, defend and hold harmless the Seller, its Affiliates and its subsidiaries and each of their respective officers, directors, employees, agents and representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing (collectively, the "**Seller Indemnified Parties**") from, against and in respect of any and all monetary losses arising out of or resulting from:

(1) any breach or inaccuracy of any representation or warranty made by the Buyer in this Agreement; and

(2) any breach of any covenant, agreement or undertaking made by the Buyer in this Agreement that in each case is to be performed after the Closing Date.

C. Generally. The indemnification obligations under this Agreement will be subject to the following provisions:

(1) The party seeking indemnification ("**Indemnitee**") will notify the other party ("**Indemnitor**") of any Claim against Indemnitee within fifteen (15) days after it has notice of such Claim, but failure to notify Indemnitor will in no case prejudice the rights of Indemnitee under this Agreement unless Indemnitor will be prejudiced by such failure and then only to the extent of such prejudice. Should Indemnitor fail to discharge or undertake to defend Indemnitee against such liability (with counsel approved by Indemnitee), within twenty (20) days after Indemnitee gives Indemnitor written notice of the same, then Indemnitee may settle such Claim, and Indemnitor's liability to Indemnitee will be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorneys' fees, incurred by Indemnitee in effecting such settlement. Indemnitee will have the right to employ its own counsel in any such case, but the fees and expenses of such counsel will be at the expense of Indemnitee unless: (a) the employment of such counsel has been authorized in writing by Indemnitor in connection with the defense of such action, (b) Indemnitor will not have employed counsel to direct the defense of such action, or (c) Indemnitee has reasonably concluded that there may be defenses available to it which are different from or additional to those available to Indemnitor (in which case Indemnitor will not have the right to direct the defense of such action or of Indemnitee), in any of which events such fees and expenses will be borne by Indemnitor.

(2) The indemnification obligations under this Agreement will also extend to any present or future advisor, trustee, director, officer, partner, member, employee, beneficiary, shareholder, participant or agent of or in Indemnitee or any entity now or hereafter having a direct or indirect ownership interest in Indemnitee.

(3) Notwithstanding anything to the contrary in this Agreement, (i) Seller shall have no liability for any breach of any representation or warranty unless a written claim is delivered to Seller prior to the expiration of the survival period set forth in Section 12.G(12); and (ii) except for breaches of the representations set forth in Sections 9.A.(1) through (4), the aggregate liability of Seller under this Agreement shall not exceed $1,000,000.00. The indemnification obligations under this Agreement are subject to the limitations of liability set forth in Section 12.B.

11. Conditions to Closing.

A. Seller's Conditions to Closing. In addition to the conditions provided in other provisions of this Agreement, Seller's obligations to perform its undertakings provided in this Agreement (including its obligation to sell the Property) are conditioned on the due performance by Buyer of each and every undertaking and agreement to be performed by it hereunder in all material respects (including the delivery to Seller of the items specified to be delivered by Buyer in Section 6 hereof) and the truth of each representation and warranty made by

Buyer in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

B. Buyer's Conditions to Closing. In addition to the conditions provided in other provisions of this Agreement, Buyer's obligations to perform its undertakings provided in this Agreement (including its obligation to purchase the Property) are conditioned on the following:

(1) Performance by Seller. The due performance by Seller of each and every undertaking and agreement to be performed by it hereunder in all respects (including the delivery to Buyer of the items specified to be delivered by Seller in Section 6), and the truth of each representation and warranty made by Seller herein in all respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

(2) Transaction Contingencies. All of the contingencies described in Section 6 shall have been satisfied on or before the Closing Date (unless an earlier deadline is specified in Section 6 for such contingency).

(3) No Bankruptcy or Dissolution. That at no time on or before the Closing Date will a Bankruptcy/Dissolution Event have occurred with respect to Seller which prevents Seller from conveying the Property to Buyer.

(4) Permits. Seller shall have secured and delivered to Buyer a use and occupancy permit (or similar permit authorizing the occupancy of the Property by Buyer).

C. Right of Buyer to Waive Conditions to Closing. Buyer may, in its sole and absolute discretion, waive the satisfaction of any condition precedent in favor of Buyer. Buyer is entitled, in its sole and absolute discretion, to insist upon satisfaction of any condition precedent in favor of Buyer. In the event that any condition precedent in favor of Buyer has not been satisfied by the Closing Date, then, unless this Agreement provides for an extension of time for satisfaction of a condition precedent, Buyer will, unless it is in default, (1) be entitled to terminate this Agreement, and upon such termination, the Escrow Agent shall immediately return the Deposit to Buyer whereupon the parties will have no further rights or obligations hereunder except for such rights and obligations as expressly survive a termination of this Agreement, or (2) close the transaction set forth herein.

12. Miscellaneous.

A. Brokerage Issues. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement or to its knowledge is in any way connected with any of such transactions except as follows: JLL has represented Seller in this transaction. Seller shall be responsible for the payment of all real estate brokerage commissions payable in connection with this transaction In the event of a Claim for broker's or finder's fee or commissions in connection herewith, then Seller will indemnify, protect, defend and hold Buyer harmless from and against the same if it will be based upon any statement or agreement alleged to have been made by Seller, and Buyer will indemnify, protect, defend and

hold Seller harmless from and against the same if it will be based upon any statement or agreement alleged to have been made by Buyer.

B. Limitation of Liability.

(1) Buyer's Liability. In the event of a default under this Agreement by Buyer, Seller shall be limited to recovering the Deposit (then existing as of the date of such breach) as its sole limited and liquidated remedy hereunder. The limitations of liability contained in this Section are in addition to, and not in limitation of, any limitation on liability applicable to Buyer provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument. In no event will the Buyer be liable to the Seller for any consequential damages on account of any Claim.

(2) Seller's Liability. Notwithstanding anything to the contrary in this Agreement (including Section 12.G(13)), in the event of a default under this Agreement by Seller, Buyer's sole and exclusive remedies shall be to either (a) terminate this Agreement by written notice to Seller, in which event the Escrow Agent shall return the Deposit to Buyer and Seller shall reimburse Buyer for the actual and substantiated expenses incurred by Buyer in connection with its inspections of the Property, after which in an amount not to exceed $70,000.00 the parties shall have no further rights or obligations hereunder except for those that expressly survive termination, or (b) seek specific performance of this Agreement. As a condition precedent to Buyer exercising any right to bring an action for specific performance, Buyer must commence such action within ninety (90) days after the scheduled Closing Date, and Buyer's failure to commence such action within such period shall be deemed a waiver of its right to commence an action for specific performance and a waiver of any right to file or record a notice of lis pendens or similar notice against the Property. In no event shall Seller be liable to Buyer for any consequential, indirect, special or punitive damages on account of any Claim.

(3) No Personal Liability. No Seller Party shall have any personal liability arising out of, related to or in connection with this Agreement or the negotiation, execution or performance hereof, and Buyer shall look solely to Seller and Seller's interest in the Property (and, following Closing, to the net sale proceeds actually received by Seller, subject to the limitations set forth in this Agreement) for the satisfaction of any claim. The limitations contained in this subsection are in addition to, and not in limitation of, any other limitation on liability set forth in this Agreement or available at law.

(4) Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, indirect, special or punitive damages, including, without limitation, lost profits or lost business, arising out of or related to this Agreement, even if such party has been advised of the possibility of such damages.

C. Successors and Assigns. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

D. Notices. Any notice which a party is required or may desire to give the other will be in writing and will be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid; (ii) by Federal Express or

similar generally recognized overnight carrier regularly providing proof of delivery), addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given at least five (5) days in advance); or (iii) via electronic mail to the email addresses listed below:

To Buyer:

Joan Blatcher Cohen, Township Manager
West Pikeland Township
1645 Art School Road
Chester Springs, PA 19425
manager@westpikeland.com

With a copy to:

Vincent T. Donohue, Esq.
Lamb McErlane PC
24 E. Market Street
West Chester, PA 19381-0565
vdonohue@lambmcerlane.com

To Seller:

Romill Associates LP
1001 Kimberton Rd.
Chester Springs, PA 19425
Jerrymiller55@gmail.com

With a copy to:

Eric B. Freedman, Esquire
Pierson Ferdinand LLP
1650 Market Street, Suite 3600
Philadelphia, PA 19103
Eric.freedman@pierferd.com

Any notice so given by mail will be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given will be deemed given upon actual receipt of the same by the party to whom the same is to be given. Notices may be given by facsimile transmission and will be deemed given upon the actual receipt of the same by the individual to which they are addressed and will be promptly followed by a hard copy notice by mail as provided above. All notices that are required or permitted to be given by either party to the other under this Agreement may be given by such party or its legal counsel, who are hereby authorized to do so on the party's behalf.

E. Legal Costs. In the event any action be instituted by a party to enforce this Agreement, the prevailing party in such action (as determined by the court, agency or other authority before which such suit or proceeding is commenced) will be entitled to such reasonable and actual attorneys' fees, costs and expenses as may be fixed by the decision maker. The foregoing includes, but is not limited to, reasonable and actual attorneys' fees, expenses and costs of investigation incurred in (1) appellate proceedings; (2) in any post-judgment proceedings to collect or enforce the judgment; (3) establishing the right to indemnification; and (4) any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code (11 United States Code Sections 101 *et seq.*), or any successor statutes.

F. Further Instruments. Each party will, whenever and as often as it will be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be reasonably necessary or proper in order to carry out the intent and purpose of this Agreement.

G. Matters of Construction.

(1) Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are hereby incorporated herein as fully set forth in (and will be deemed to be a part of) this Agreement.

(2) Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters except the License Agreement.

(3) Time of the Essence. Subject to subsection (4) below, time is of the essence of this Agreement.

(4) Non-Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-Business Day, then such period (or date) will be extended until the immediately following Business Day. As used herein, "**Business Day**" means any day other than a Saturday, Sunday, or any day on which commercial banks located in the Commonwealth of Pennsylvania are typically closed.

(5) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

(6) Interpretation. Words used in the singular will include the plural, and vice-versa, and any gender will be deemed to include the other. Whenever the words "including," "include" or "includes" are used in this Agreement, they should be interpreted in a non-exclusive manner. The captions and headings of the Sections of this Agreement are for convenience of reference only and will not be deemed to define or limit the provisions hereof. Except as otherwise indicated, all Exhibit and Section references in this Agreement will be deemed

to refer to the Exhibits and Sections in this Agreement. Each party acknowledges and agrees that this Agreement (a) has been reviewed by it and its counsel; (b) is the product of negotiations between the parties, and (c) will not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of the Agreement is to not to be resolved against Seller or Buyer, but will be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested hereby.

(7) No Waiver. Any party may at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver will be effective only if contained in a writing signed by such party (except that if a party proceeds to Closing, notwithstanding the failure of a condition to its obligation to close, then such condition will be deemed waived by the Closing). No such waiver will reduce the rights or remedies of a party by reason of any breach by the other party hereunder. Waiver by one party of the performance of any covenant, condition or promise of the other party will not invalidate this Agreement, nor will it be deemed to be a waiver by such party of the performance of any other covenant, condition or promise by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party will operate as a waiver of default or modification of this Agreement or will prevent the exercise of any right by such party while the other party continues to be so in default.

(8) Consents and Approvals. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may be given or withheld in the absolute discretion of such party.

(9) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (WITHOUT REGARD TO CONFLICTS OF LAW).

(10) Third Party Beneficiaries. Seller and Buyer do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party will be entitled to enforce or otherwise will acquire any right, remedy or benefit by reason of any provision of this Agreement.

(11) Amendments. This Agreement may be amended only by written agreement of amendment executed by all parties, but not otherwise.

(12) Survival. The representations and warranties of the parties set forth in this Agreement shall survive the consummation of the transaction contemplated by this Agreement and the delivery and recordation of the Deed for a period of nine (9) months following the Closing Date. Except for those obligations and provisions of this Agreement that are expressly stated to survive the Closing, all of the terms, covenants, representations and warranties of the parties shall merge into the Deed and the other documents delivered at Closing, shall not survive the Closing, and shall be deemed satisfied upon the Closing.

(13) Cumulative Remedies. Except as expressly set forth herein, no remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute (except as otherwise expressly herein provided).

(14) Certain Definitions. As used in this Agreement, the following terms have the following meanings:

(a) "**Bankruptcy/Dissolution Event**" means the occurrence of any of the following: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interest; (e) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (f) a dissolution or liquidation, death or incapacity.

(b) "**Claim**" means any obligation, liability, claim (including any claim for damage to property or injury to or death of any persons), lien or encumbrance, loss, damage, cost or expense (including any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim (including appellate proceedings), and any collection costs or enforcement costs).

(c) "**Consent Order**" means that certain Consent Order and Agreement dated October 10, 2018 by and among the Pennsylvania Department of Environmental Protection, Indigo Equity Holdings Realty, LLC and Seller which was recorded in the Chester County Recorder of Deeds at Book 9841, Page 78.

(d) "**Environmental Covenant**" means that certain Environmental Covenant by and between Indigo Equity Holdings Realty, LLC and Seller (and approved by the Pennsylvania Department of Environmental Protection) which was recorded in the Chester County Recorder of Deeds at Book 10248, Page 31.

(e) "**Hazardous Material**" means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended, or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended, or any other Laws, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), or radon gas, urea formaldehyde, asbestos or lead.

(f) "**Laws**" means all federal, state and local laws, moratoria, initiatives, referenda, ordinances, rules, regulations, standards, orders, zoning conditions and other governmental requirements (including those relating to the environment, health and safety, or

handicapped persons) applicable to the Property. "**Environmental Laws**" means all Laws governing the use, storage, discharge, release or disposal of Hazardous Substances.

(g) "**Permits**" means all permits, licenses, approvals, entitlements and other governmental authorizations (including certificates of occupancy) required in connection with the ownership, planning, development, construction, use, operation or maintenance of the Property.

H. Waiver of Trial by Jury. The parties hereby irrevocably waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. This waiver will apply to any subsequent amendments, renewals, supplements or modifications to this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

I. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which, when taken together, will constitute one and the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart. This Agreement may be executed and delivered by facsimile, PDF or other electronic transmission, and any signature so delivered shall be deemed an original signature for all purposes.

THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION IS NOT INTENDED TO NOR SHALL CONSTITUTE AN OFFER TO SELL, OR A RESERVATION OF, OR OPTION OR PROPOSAL OF ANY KIND FOR THE PURCHASE OF THE PROPERTY. IN NO EVENT SHALL ANY DRAFT OF THIS AGREEMENT CREATE ANY OBLIGATION OR LIABILITY, IT BEING UNDERSTOOD THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING ONLY WHEN A COUNTERPART HEREOF HAS BEEN EXECUTED AND DELIVERED BY EACH PARTY HERETO AND THE CONSIDERATION IN THE AMOUNT OF $100 IS DELIVERED TO TITLE COMPANY.

[The balance of this page has been intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Seller:

Romill Associates LP,
a Pennsylvania limited partnership

By: [redacted]

Name: Charles J Miller

Title: Manager

BUYER:

West Pikeland Township,

By: [redacted]

Name: Joan Blatcher Cohen

Title: Township Manager

Exhibit A

ALL THAT CERTAIN tract or parcel of ground, with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in the Township of West Pikeland, County of Chester, State of Pennsylvania, bounded and described according to a Subdivision of Land made by Berger & Hayes, P.A., dated December 6, 1972, as follows, to wit:

BEGINNING at a spike in the title line in the bed of Route 113 at a corner of land now or late Dietrich Corp said spike marking the Northeasterly side of a certain twenty feet wide right of way leading to Pickering Creek; thence

1. Extending from said beginning point, along the title line in the bed of Route 113, South 46 degrees 5 minutes West 426.06 feet to a spike; thence
2. Extending North 42 degrees 9 minutes 48 seconds West 250.52 feet to an iron pipe; thence
3. Extending North 45 degrees 5 minutes 12 seconds East 67.98 feet to an iron pin; thence
4. Extending South 85 degrees 20 minutes 12 seconds West 66.66 feet to an iron pin; thence
5. Extending North 89 degrees 39 minutes 48 seconds West 94.38 feet to an iron pin; thence
6. Extending North 85 degrees 56 minutes 48 seconds West 55.00 feet to an iron pin, a corner of land now or late Nevin N. Myer; thence
7. Extending along the same North 12 degrees 30 minutes 21 seconds West 615.75 feet to an iron pin in line of land now or late of John F Kramer; thence
8. Extending along the same North 77 degrees 15 minutes 6 seconds East 225.24 feet to an iron pipe a long of land now or late Dietrich Corp.; thence
9. Extending along the same South 43 degrees 25 minutes 48 seconds East 810.93 feet t the first mentioned spike and place of beginning.

EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in the Township of West Pikeland, County of Chester, State of Pennsylvania, bounded and described according to a Subdivision of Land made by Berger & Hayes, P.A., dated December 6, 1972, as follows, to wit:

BEGINNING at an iron pin marking an interior point on the Southwesterly side of a certain twenty feet wide Right of Way leading Northwestwardly from Route 113 to Pickering Creek, said iron pin being measured North 43 degrees 25 minutes 48 seconds West 80.51 feet from a point marking the intersection of the extended Southwesterly side of the said Right of Way with the title line in the bed of Route 113; thence extending from said beginning point, through the above described tract of ground of which this was a part, the four following courses and distances:

1. South 66 degrees 43 minutes 30 seconds West 203 60 feet to an iron pipe;
2. North 38 degrees 3 minutes 30 seconds West 78.10 feet to an iron pipe;
3. North 41 degrees 55 minutes 46 seconds East 184.43 feet to an iron pin on or near the Southwesterly side of the aforesaid twenty feet wide Right of Way; and
4. South 43 degrees 25 minutes 48 seconds East along or near the said Southwesterly side of said Right of Way, 162.83 feet to the first mentioned iron pin and place of beginning.

ALSO LESS AND EXCEPT

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ALL THAT CERTAIN portion of land known as area to be Annexed from Lot 2 to Lot 1, situated in the Township of West Pikeland, County of Chester, and Commonwealth of Pennsylvania, as shown on a drawing titled "Proposed Boundary Line Adjustment" on lands of Thomas A. Oates, Jr., prepared by ND Remy Associates, LLC, last revised December 12, 2016, and recorded on July 28, 2017, in Plan B: 20186 P:1.

A description of a point of lands N/F of Thomas A. Oates Jr., County Parcel Number 34-4-7, commonly known as 1001 Kimberton Road (Deed Book 3990, Page 400) to be conveyed to lands n/f of the same, County Parcel 34-4-8, commonly known as 1019 Kimberton Road (Deed Book 5276, Page 1892) situate in the Township of West in the Township of West Pikeland, County of Chester, Commonwealth of Pennsylvania, bounded and described as follows to wit:

BEGINNING at a railroad spike set in the paved driveway leading to 1019 Kimberton Road, lands n/f of Thomas A. Oates, Jr. County Parcel Number 34-4-8, on the Northerly right-of-way line of Kimberton Road, SR 113, thence

CONTINUING along the Northerly right-of-way line of Kimberton Road, along the arc of a circular curve to the right with a radius of 2,562.97 feet an arc length of 75.37 feet to an axle set, thence

Leaving the right-of-way line of Kimberton Road, continuing along the following five proposed property lines:

1. North 43-25-48 West 85.62 feet to an axle set:
2. South 66-43-30 West 157.60 feet to an axle set:
3. North 42-09-48 West 215.65 feet to an axle set:
4. North 46-34-12 East 218.18 feet to an axle set on the original Eastern property line of lands of Thomas A. Oates, Jr. as described in Deed Book 3990 Page 400, thence

Along lands n/f of the Dietrich Foundation, Inc. South 43-25-48 East 348.08 feet to the point of beginning.

LESS AND EXCEPTING that existing land locked property within the above described area being lands n/f Thomas A. Oates, Jr. County Parcel Number 34-4-8, commonly known as 1019 Kimberton Road (Deed Book 5276, Page 1892) described as follows to wit:

BEGINNING at a pinched pipe found marking the Northwest corner of the herein described parcel, thence continuing along the original property lines (intended to be removed), the following four courses:

1. North 41-55-46 Eat 184.43 feet to a rebar found;
2. South 43-25-48 East 162.83 feet to a point;
3. South 66-43-30 West 203.60 feet to a point;
4. North 38-03-30 West 78.10 feet to the place of beginning.

THAT AREA BEING CONVEYED CONTAINING 39,145 sq. ft. or 0.90 acres.

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