PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of the Effective Date by and between Buyer and Seller. All capitalized terms used but not immediately thereafter defined shall have the meanings ascribed thereto elsewhere in this Agreement.

ARTICLE 1
BASIC TERMS

1.1	Effective Date:	July 8, 2026
1.2	Parcel Number(s):	17, 12-0100A-,000 17, 12-0100P-,000
1.3	Seller:	KEVIN RAY OBERHOLTZER and LISA H. OBERHOLTZER, husband and wife
1.4	Buyer:	LEWISTOWN DEVELOPMENT LLC, a Delaware limited liability company
1.5	Purchase Price:	[redacted])
1.6	Deposit:	[redacted]
1.7	Due Diligence Period:	[redacted]
1.8	Seller's Address:	[redacted]
1.9	Seller's Attorney:	Beiler Legal Services PC Attn: Nevin Beiler 105 S Hoover Ave New Holland, PA 17557 Email: nevin@beilerlegalservices.com
1.10	Buyer's Address:	1015 Mumma Road, 2nd Floor Harrisburg, PA 17043 Attn: Igal Feibush Email: igal@padatacenters.com

1.11 Buyer's Attorney:

Meyer, Unkovic & Scott LLP
600 Grant Street, 50th Floor
Pittsburgh, Pennsylvania 15219
Attn: Jason P. Wrona
Email: jpw@muslaw.com

One Law
1423 North Third Street, Suite 310
Harrisburg, Pennsylvania 17102
Attn: Andy Giorgione
Email: andy@onestrategies.com

1.12 Title Company:

Chicago Title Insurance Company
2 Gateway Center, 19th Floor
603 Stanwix Street, Suite 1900
Pittsburgh, Pennsylvania 15222
Email: erin.fagnilli@ctt.com

ARTICLE 2
PURCHASE AND SALE

2.1 **Property**. Subject to the terms and conditions of this Agreement, Seller agrees to convey to Buyer, and Buyer agrees to purchase from Seller, the following described property (collectively, the "**Property**") for the Purchase Price: (a) fee simple interest in the parcels of land situated in Granville Township, Mifflin County, Pennsylvania being known as Tax Parcel Identification Numbers 17 ,12-0100A-,000 (approximately 54.56 acres); and 17 ,12-0100P-,000 (approximately 46 acres) and described on **Exhibit A** (collectively, the "**Land**"), together with any and all improvements, appurtenances, rights, interests, credits, privileges and easements benefiting, belonging, pertaining or running with the title to the Land; and any right, title and interest of Seller in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land; together with any and all strips or gores relating to said Land; all water, wastewater and other utility services allocable or available to such Land; all timber, density and air rights attributable to or arising from such Land; and any and all oil, gas, mineral, and water rights held by Seller in, under or to the Land (collectively, the "**Real Property**"); and (b)(i) all assignable existing warranties, indemnities, bonds, and guaranties issued in connection with any improvements on, in or under the Real Property and (ii) the following related to the Real Property: all surveys, plans, drawings and operating manuals; all permits, licenses, certificates of occupancy, development rights, entitlements, any rights to access or tap into any utility infrastructure (including so called "tap-ins" and "EDUs") and any deposits associated therewith; and all consents, approvals and authorizations issued by any governmental or quasi-governmental authority (collectively, the "**Intangibles**"). Buyer will not assume any service contracts (collectively, the "**Service Contracts**") to which Seller is a party relating to the Property and Seller shall, at its sole cost and expense, terminate the Service Contracts at or prior to Closing (as hereinafter defined).

2.2 **<u>Deposit</u>**. Not later than three (3) business days following the Effective Date, Buyer shall deliver the Deposit to the Title Company to be held in escrow pursuant to the terms of this Agreement. The parties agree to execute the Title Company's standard escrow agreement attached hereto as **<u>Exhibit B</u>** upon the Effective Date (the "**Escrow Agreement**"). Any interest earned on the Deposit shall be treated as part of the Deposit.

2.3 **<u>Bonus Payment</u>**. [redacted]

ARTICLE 3
TITLE AND SURVEY

3.1 **<u>Title Review</u>**. Buyer shall be responsible for obtaining the following: (a) a current preliminary title report/commitment for the Real Property (the "**Title Commitment**"); (b) copies of all documents referred to in the Title Commitment; and (c) if required by Buyer, an ALTA survey of the Property certified to Buyer (the "**Survey**"). Such matters as are disclosed by the Title Commitment or the Survey and not timely objected to by Buyer or waived by Buyer pursuant to Section 3.2 below are herein referred to as the "**Permitted Exceptions**."

3.2 **<u>Title Objections</u>**. Buyer shall have until the date which is fifteen (15) calendar days prior to the expiration of the Due Diligence Period during which to examine title to the Property and review the Title Commitment and the Survey, and to advise Seller in writing of any objections affecting the title to the Property. If after receiving such objections, Seller fails to give written notice to Buyer that Seller will cure such objections within ten (10) calendar days after its receipt thereof, then Seller shall be deemed to have elected not to cure any of the objections set forth in Buyer's notice. If Seller shall timely advise Buyer in writing that Seller does not intend to satisfy or cure any one or more of the objections made by Buyer (or if Seller is deemed to have made such election per the immediately preceding sentence), then Buyer may, as its sole and exclusive remedy, elect either (a) to terminate this Agreement by providing written notice to Seller prior to the expiration of the Due Diligence Period, in which event the Title Company shall immediately deliver the Deposit to Buyer and thereafter the parties shall have no further rights or obligations hereunder except those that expressly survive termination, or (b) waive the objections which Seller is unwilling to cure and accept title to the Property subject to such objections as a Permitted Exception. Seller shall have until the Closing to satisfy or cure all such defects and objections that Seller elects to attempt to cure. If Seller fails to cure by Closing any objections that Seller has expressly elected to satisfy or cure, then Buyer will have the remedies described in Section 10.2 below. Notwithstanding the foregoing or any other provision herein to the contrary, Seller shall, at its sole cost and expense, satisfy at or prior to Closing all monetary encumbrances evidenced by mortgages, tax liens, judgments, mechanic's liens or other liens or charges of record in a fixed sum or capable of computation as a fixed sum (collectively, the "**Liquidated Liens**") and Seller authorizes the use of the Purchase Price otherwise payable to Seller at Closing to pay and discharge any Liquidated Liens. Buyer need not object to exceptions that may be removed by Seller's execution of the Owner's Affidavit (as hereinafter defined) and the same shall not be considered to be Permitted Exceptions nor shall any Liquidated Lien or the Billboard Lease (as hereinafter defined) be considered to be Permitted Exceptions.

3.3 **<u>Intervening Liens</u>**. Seller shall allow no new easements, restrictions, liens, leases, or other encumbrances or exceptions to be placed on or granted with respect to the Property on or after the Effective Date, except with the prior written consent of Buyer.

ARTICLE 4
DUE DILIGENCE

4.1 **<u>Due Diligence Deliveries</u>**. Within ten (10) calendar days after the Effective Date (the "**Delivery Deadline**"), Seller shall deliver or make available to Buyer via a data room the items described in **<u>Exhibit C</u>** to the extent such items are in the actual possession or control of Seller (collectively, the "**Due Diligence Deliveries**"). Seller shall, on or before the Delivery Deadline, certify to Buyer in writing that it has delivered all of the Due Diligence Deliveries in accordance with this Section 4.1 (the **"Certification**"). In addition to the other rights and remedies set forth in this Agreement, if Seller does not deliver the Certification on or before the Delivery Deadline, then the Due Diligence Period shall automatically be extended for each such day of any such delay.

4.2 **<u>Right of Inspection</u>**. During the Due Diligence Period and prior to Closing, Buyer shall, at its own cost and expense, have the right to review all aspects of the Property and conduct such inspections as Buyer may reasonably require for purposes of determining whether to proceed with the purchase of the Property. Seller shall reasonably cooperate with Buyer's inspections and deliver to Buyer such materials, executed consents and information as may be reasonably requested in writing by Buyer, which shall include Seller's obligation to reasonably cooperate, at Buyer's expense, with Buyer's pursuit of such utility approvals; governmental permits, consents, approvals and/or licenses; zoning and/or land development plan approvals; zoning and/or land use amendments; the Final Rezoning (as hereinafter defined) and entitlements, appeals or approvals that Buyer deems necessary for its development of a hyperscale data center campus and accessory uses on the Property (the "**Intended Use**"). Provided, however, that Seller shall not be required to join any litigation proceedings or personally engage in public appearances and/or lobbying efforts related to seeking approval for the Intended Use. Buyer is permitted to perform invasive testing on the Real Property provided that prior approval is obtained from Seller, which approval shall not be unreasonably withheld, conditioned, or delayed. Seller may consult with legal counsel of Seller's choosing whenever Seller's consent or other authorization is required by Buyer, and Buyer shall reimburse Seller, within thirty (30) days of Buyer's receipt of an invoice and Seller's substantiation therefor, for all reasonable attorney fees and/or other reasonable and necessary out-of-pocket expenses incurred by Seller in connection with Seller's cooperation with Buyer as required by this paragraph. Seller shall provide substantiation (i.e. copies of invoices or expense receipts) for all such reimbursements claimed by Seller.

Any entry by Buyer or Buyer's agents or contractors upon the Property for the purposes set forth in this Section 4.2, shall be upon at least one (1) business day notice to Seller. Prior to entry onto the Property, Buyer shall obtain and maintain for itself and for its employees, agents and contractors, and Seller shall be named as an additional insured on: (a) casualty insurance and commercial general liability insurance with coverages of not less than One Million and 00/100 Dollars ($1,000,000.00) for injury or death to any one person and Three Million and 00/100 Dollars ($3,000,000.00) for injury or death to more than one person and One Million and 00/100 Dollars ($1,000,000.00) with respect to property damage and (b) worker's compensation insurance for all of its employees, if any, in accordance with the laws of the Commonwealth of Pennsylvania. Upon request of Seller, Buyer shall deliver proof of the insurance coverage required pursuant to this Section 4.2 to Seller (in the form of a certificate of insurance) prior to Buyer's or its employees', agents' or contractors' entry onto the Property. Buyer shall repair any damage to the Property caused by Buyer or its representatives if Closing does not occur. Buyer shall defend, indemnify and hold Seller harmless from and against all claims, expenses, costs, actions, demands causes of action, damages and liability resulting from the acts or omissions of Buyer or its agents, contractors or employees in connection with inspection of the Property. The indemnification set forth in this Section 4.2 shall survive Closing or the earlier termination of this Agreement.

If for any reason Buyer determines, in its sole and absolute discretion, that the Property is unsuitable for Buyer's acquisition, Buyer shall have the right, prior to the expiration of the Due Diligence Period, to give written notice thereof to Seller. If Buyer gives such notice or if Buyer fails to give Seller a Continuation Notice (as hereinafter defined) prior to expiration of the Due Diligence Period, then Buyer shall be deemed to have disapproved the condition of the Property and this Agreement shall terminate, in which event the Title Company shall immediately deliver the Deposit to Buyer (unless the Deposit has become non-refundable pursuant to Section 4.3 herein) and thereafter the parties shall have no further rights or obligations hereunder except those that expressly survive termination. If Buyer determines that the Property is suitable for Buyer's acquisition, Buyer shall give written notice thereof to Seller (a "**Continuation Notice**") on or before expiration of the Due Diligence Period and the parties shall proceed to Closing.

4.3 **<u>Due Diligence Period Extension.</u>** [redacted]

ARTICLE 5
CLOSING

5.1 **<u>Time and Place</u>**. The consummation of the transaction contemplated hereby (the "**Closing**") shall be held by an escrow closing through the offices of Title Company on the Closing Date. The "**Closing Date**" shall mean the date that is thirty (30) calendar days after the later to occur of (a) expiration of the Due Diligence Period or (b) satisfaction of, or waiver by Buyer of, all Closing Conditions (as hereinafter defined) pursuant to Section 5.2(b) herein; provided, however, that Buyer shall have the option, in its sole discretion, to elect for Closing to occur earlier upon at least thirty (30) calendar days' written notice to Seller.

5.2 **<u>Buyer's Closing Conditions</u>**.

(a) [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted]

5.3 **<u>Seller's Closing Obligations</u>**. At least one (1) business day prior to Closing, Seller shall deliver the following documents to the Title Company, each of which shall be effective as of the Closing Date: (a) a duly executed and notarized special warranty deed to the Real Property, in the form attached hereto as **<u>Exhibit D</u>**, conveying title to the Real Property subject only to the Permitted Exceptions (the "**Deed**"), which shall also include a conveyance without warranty of the Survey description of the Real Property; (b) a duly executed general assignment and assumption agreement in the form attached hereto as **<u>Exhibit E</u>**, conveying the Intangibles (the "**Assignment**"); (c) duly executed real estate transfer tax declarations, returns, and affidavits, to the extent required by law or reasonably required by the Title Company; (d) such documents, including, without limitation, an owner's affidavit, inclusive of such undertakings and/or an indemnification to the extent required by the Title Company, in form and content reasonably satisfactory to the Title Company and Seller that will be sufficient to allow the Title Company to delete from the Title Commitment, among other things, the standard title exceptions and any exception for mechanic's liens and materialmen's liens (the "**Owner's Affidavit**"); (e) if Seller is an entity, such evidence as the Title Company may reasonably require as to the due organization and existence of Seller and the authority of the person or persons executing documents on behalf of Seller; (f) so-called "FIRPTA" certificates and all other documents as may be customarily and reasonably required by the Title Company to effectuate the Closing; (g) an executed closing statement reasonably acceptable to Buyer; (h) evidence of the termination or assignment of all Service Contracts at Seller's sole cost and expense; (i) such documents as required by the Title Company that will be sufficient to allow the Title Company to delete the Billboard Lease from the Title Commitment, and (j) such additional documents as shall be reasonably required to effectuate the Closing.

5.4 **<u>Buyer's Closing Obligations</u>**. Prior to Closing, Buyer shall deliver to Title Company the following, each of which documents and instruments shall be effective as of the Closing Date: (a) the Purchase Price as increased or decreased by prorations and adjustments specifically described in this Agreement, less the Deposit; (b) a duly executed Assignment; (c) such evidence as the Title Company may reasonably require from a buyer as to the authority of the person or persons executing documents on behalf of Buyer; (d) such affidavits, certificates, and documents as may be customarily and reasonably required by the Title Company to effectuate the Closing; and (e) an executed closing statement reasonably acceptable to Seller.

ARTICLE 6
CREDITS AND PRORATIONS; CLOSING COSTS.

6.1 **<u>Credits and Prorations</u>**. All income and expenses of the Property, including, without limitation, real estate taxes, water charges, utilities, receivables or rents, if any, shall be apportioned as of 12:01 a.m. on the Closing Date based on the most recently available bill as if Buyer were vested with title to the Property during the entire day upon which Closing occurs.

6.2 **<u>Closing Costs</u>**. Seller shall pay for the following costs: (a) all costs for the release of any Liquidated Liens; (b) fees and expenses of Seller's agents, attorneys and advisors; and (c) any other costs customarily borne by sellers of property in the Commonwealth of Pennsylvania. Buyer shall pay (i) all costs and recording fees for or attributable to the recording of the Deed; (ii) costs of its title insurance policy with respect to the Real Property; (iii) costs of the Survey and Buyer's other inspections; (iv) the settlement fees of the Title Company, if any; (v) fees and expenses of Buyer's, agents attorneys, and advisors; and (vi) any other costs customarily borne by buyers of real property in the Commonwealth of Pennsylvania. Buyer shall pay 100% of any real estate transfer, stamp or documentary taxes.

6.3 **<u>Growing Crops</u>**. [redacted]

[redacted]
DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS EXECUTED IN CONNECTION WITH THE CLOSING, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED

OTHERWISE IN THIS AGREEMENT OR IN ANY DOCUMENTS EXECUTED IN CONNECTION WITH THE CLOSING.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 <u>Representations and Warranties of Seller</u>.

(a) **<u>Representations and Warranties</u>**. Seller hereby makes the following representations and warranties to Buyer as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

(i) **<u>Organization and Authority</u>**. Seller has the full right and authority to enter into this Agreement, to sell the Property to Buyer and to otherwise perform its obligations hereunder without the consent of any other person or entity. If Seller is an entity, Seller has been duly organized, is validly existing and is in good standing under the laws of the appropriate jurisdiction and the person signing this Agreement on behalf of Seller is authorized to do so.

(ii) **<u>Anti-Money Laundering and Anti-Terrorism Laws</u>**. Seller is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") or under any statute, executive order, or other governmental action.

(iii) **<u>Pending Actions</u>**. There are no actions, suits, liens, claims, proceedings and/or litigation which has been filed, or to Seller's actual knowledge, threatened against Seller or with respect to the Property or use thereof. There is no condemnation or other similar proceeding pending or, to Seller's actual knowledge, threatened with respect to the Real Property or any portion thereof.

(iv) **<u>No Violation of Legal Requirements</u>**. Seller has not received any written notice of any violation on the Real Property of any law, rule, regulation, order, requirement, code, ordinance, statute or regulation issued by any governmental agency, board, commission, authority or other governmental entity, or any insurance board of underwriters, or of any action in any court or in any governmental or administrative body on account thereof, that in each case remains uncorrected.

(v) **<u>Environmental Matters</u>**. Seller has not used or operated the Property for the storage, use, treatment, manufacture or disposal of any Hazardous Materials in a manner that would violate any Environmental Laws and Regulations. To Seller's actual knowledge, the Property has not been used by any other person or entity for the production, storage, deposit or disposal of Hazardous Materials in violation of any applicable Environmental Laws and Regulations and there are no underground storage tanks on the Property. Seller has not received any written notice from any applicable governmental authority that any such substances have been placed or located upon the Property in violation of applicable Environmental Laws and Regulations. For purposes hereof, the term "**Hazardous Materials**" shall mean and refer to any "hazardous waste" or "hazardous substance," as such terms are set forth in, under or pursuant to the Environmental Laws and Regulations, oil or petroleum products or their derivatives, polychlorinated biphenyls, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, explosive, contaminating or polluting materials which are now or in the future subject to governmental regulation. "**Environmental Laws and Regulations**" shall mean any federal, state or local laws now or hereafter in effect relating to pollution or protection of the environment or emissions, discharges, spills, releases or threatened releases of any Hazardous Materials into the environment (including without limitation indoor air, ambient air, surface water, ground water or land), including without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., as amended, the Clean Water Act, 33 U.S.C. §§ 1251 et seq., as amended, the Clean Air Act, 42 U.S.C. §§ 7401 et seq., as amended, the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq., as amended, and any rules and regulations now or hereafter promulgated under any of such acts.

(vi) **Assessments and Taxes**. Seller has no actual knowledge of and has received no notice concerning any existing or proposed special assessments or similar taxes, charges or assessments against the Property or any utility service moratoriums or other moratoriums affecting the Property. There are no tax appeals or tax reduction proceedings affecting the Property. All property taxes that are due and payable to date have been paid by Seller or will be paid on or prior to Closing. The Real Property is not subject to or enrolled in (A) the Conservation Reserve Enhancement Program (known as "CREP"); (B) the Agricultural Security Area Program or similar program; (C) any program that would inhibit the sale or use of the Real Property for the Intended Use; or (D) in any program or arrangement that creates conservation or preservation restrictions on the Real Property, nor has Seller granted any conservation or preservation easements for the Real Property. The Real Property is enrolled in Clean & Green, and Buyer shall be solely responsible to pay any rollback taxes associated with removal of the Real Property from that preferential assessment program arising out of or related to the Closing or Intended Use.

(vii) **ERISA**. Seller is not, and is not acting on behalf of, and the Property does not constitute an asset of, an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), that is subject to Title I of ERISA, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder (collectively, the "**Code**"), that is subject to Section 4975 of the Code, or an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. Section 2510.3 101, as modified by Section 3(42) of ERISA. The transactions contemplated by this Agreement are not in violation of any state or local statutes, applicable to Seller, that regulate investments of, and fiduciary obligations with respect to, governmental plans and that are similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.

(viii) [redacted]. [redacted]

[redacted]

(ix) **Zoning**. The zoning classification for the Property is Industrial. Seller has received no written notification from any governmental authority, and has no actual knowledge, that the Property is in violation of the zoning ordinance applicable to the Property.

(x) **Community Sewage System**. A currently existing community sewage system is not available to the Property.

(xi) **Liens**. No labor has been performed or materials furnished at the Property that could result in a materialman's or mechanic's lien filed against the Property.

(xii) **Bankruptcy**. Seller is not the subject debtor under any federal, state or local bankruptcy or insolvency proceeding, or any other proceeding for dissolution, liquidation or winding up of its assets.

(b) **Pre-Closing Breaches of Representations or Warranties.** Without limiting Buyer's rights in Section 10.2 herein, to the extent that Seller becomes aware after the Effective Date and prior to the Closing that any of the representations and warranties set forth in Section 8.1(a) are no longer true and correct, Seller shall promptly, and in any event prior to the Closing, provide Buyer with written notice thereof and explain in reasonable detail the facts giving rise to the change.

(c) **Survival of Seller's Representations and Warranties**. The representations and warranties of Seller set forth in Section 8.1(a), as updated as of the Closing in accordance with the terms of this Agreement, shall survive Closing for a period of twelve (12) months.

8.2 Representations and Warranties of Buyer.

(a) **Representations and Warranties**. Buyer hereby makes the following representations and warranties to Seller as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

(i) **Organization and Authority**. Buyer has been duly organized, is validly existing, and is in good standing under the laws of the jurisdiction identified in Section 1.4 above. Buyer has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement. The person signing this Agreement on behalf of Buyer is authorized to do so.

(ii) **Anti-Money Laundering and Anti-Terrorism Laws**. Neither Buyer nor, to Buyer's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC or under any statute, executive order, or other governmental action.

(b) **Pre-Closing Breaches of Representations or Warranties**. Without limiting Seller's rights in Section 10.1 herein, to the extent that Buyer becomes aware after the Effective Date and prior to the Closing that any of the representations and warranties set forth in Section 8.2(a) are no longer true and correct, Buyer shall promptly, and in any event prior to the Closing, provide Seller with written notice thereof and explain in reasonable detail the facts giving rise to the change.

(c) **Survival of Buyer's Representations and Warranties**. The representations and warranties of Buyer set forth in Section 8.2(a), as updated as of the Closing in accordance with the terms of this Agreement, shall survive Closing for a period of twelve (12) months.

ARTICLE 9
COVENANTS OF SELLER

9.1 Operation of Property; Risk of Loss. From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall operate and insure the Property in a manner generally consistent with the manner in which Seller has operated and insured the Property prior to the Effective Date; provided, however, in no event shall Seller conduct any grading, excavation or earth moving on or about the Property nor shall Seller remove any timber from the Property except to the extent reasonably necessary to mitigate dangerous conditions or as may be required by law. Risk of loss shall remain on Seller until Closing.

9.2 Leasing. Seller agrees not to enter into any leases, licenses or contracts that grant third-party rights in and to the Property between the Effective Date and the Closing.

9.3 Exclusivity. Seller will not directly or indirectly market, solicit, encourage, initiate, entertain, substantively review, or participate in any negotiations or discussions with any other person or entity with respect to any offer or proposal to sell or finance the Property or any part thereof from the Effective Date to the earlier to occur of termination of this Agreement or Closing.

ARTICLE 10
DEFAULT

10.1 Default by Buyer Prior to Closing. If the sale of the Property as contemplated hereunder is not consummated on the Closing Date due to Buyer's default hereunder, which is not cured within three (3) business days after Seller's written notice thereof, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and retain the Deposit as liquidated damages. The parties acknowledge and agree that (a) it would be extremely difficult and impracticable to ascertain Seller's actual damages resulting from such default by Buyer under this Agreement; (b) that the Deposit represents a reasonable estimate of Seller's actual damages resulting from such default by Buyer under this Agreement; and (c) Seller's retention of the Deposit pursuant to this Section 10.1 is not a penalty.

10.2 Default by Seller Prior to Closing. [redacted]

[redacted]

[redacted]

ARTICLE 11
CONDEMNATION

If, prior to the Closing, a governmental authority commences eminent domain proceedings with respect to the Property or any rights incidental thereto, then Seller shall promptly notify Buyer in writing of such event. Thereafter, Buyer shall have the option to terminate this Agreement (and the Closing Date shall be extended, if necessary, to permit Buyer to make such election within such time period) upon written notice to Seller within thirty (30) calendar days after Seller's notice to Buyer, in which event the Title Company shall immediately deliver the Deposit to Buyer and thereafter the parties shall have no further rights or obligations hereunder except those that expressly survive termination. If Buyer does not terminate this Agreement, Seller shall pay and/or assign to Buyer all condemnation awards otherwise due to Seller.

ARTICLE 12
BROKERAGE COMMISSIONS

Buyer and Seller shall each be responsible for all liability, if any, for any broker or finder fees payable with respect to the sale of the Property that are attributable to its actions. Seller and Buyer shall and do each hereby indemnify, defend and hold harmless the other from and against the claims, demands, actions and judgments of any and all brokers, agents and other persons or entities alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligations in this Article 12 shall survive the termination of this Agreement or the Closing.

ARTICLE 13
MISCELLANEOUS

13.1 Confidentiality. Seller agrees that the existence of this Agreement, the Intended Use and the terms set forth in this Agreement shall remain completely confidential and shall not be revealed or disclosed to any third party, except: (a) with the written consent of Buyer; (b) as may be disclosed to Seller's attorneys, accountants and other representatives that are involved in the consummation of this transaction; (c) as may be required by applicable law; or (d) in connection with any litigation between the parties, in each case on a need-to-know basis. This Section 13.1 shall survive for a period of twelve (12) months following the earlier to occur of termination of this Agreement or the Closing.

13.2 Severability. If fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity; and if any clause or provision contained in this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be held ineffective, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

13.3 Assignment. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns. Prior to Closing, a new single purpose business entity may be formed to acquire the Property (the "**Acquiring Entity**"). Buyer is entitled to assign all rights, duties and obligations to such Acquiring Entity at or prior to Closing without Seller's consent. In addition, at or prior to Closing, and at Buyer's sole election, Seller hereby agrees to enter into a novation agreement with Buyer and the Acquiring Entity, whereby the Acquiring Entity shall adopt all of the terms and conditions of this Agreement and which shall provide, *inter alia*, a novation of this Agreement on the part of the Acquiring Entity and the repudiation of Buyer's rights, duties and obligations hereunder. Seller shall have no liability for any realty transfer tax imposed as a result of such assignment or novation as set forth in this Section 13.3, and Buyer shall indemnify, defend and hold harmless Seller from any realty transfer tax imposed in connection with the transfer of the Property as a result thereof, and any and all actual, out-of-pocket costs and expenses incurred by Seller in the event that any action is taken by the Department of Revenue or a lien is filed in connection with the same, which indemnification obligation shall expressly survive the termination of this Agreement or Closing hereunder.

13.4 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery; (b) reputable overnight delivery service with proof of delivery; or (c) e-mail transmission, sent to the intended addressee at the address set forth herein, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, one business day following the date of the e-mail transmission. Unless changed by a notice delivered in accordance with this Section 13.4, the addresses for notices given pursuant to this Agreement shall be as set forth in Article 1 above. Notices may be given by and/or to the attorneys for the respective parties hereto and said attorneys shall be included in any notice deliverable hereunder. Any notice of default must be given to both the recipient party and such party's attorney to be considered a valid notice.

13.5 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification, or discharge is sought.

13.6 Entire Agreement. This Agreement contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

13.7 Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or after Closing, as may be reasonably requested by the other party to consummate the transactions contemplated by this Agreement.

13.8 Attorneys' Fees. Notwithstanding anything to the contrary set forth herein, in the event either party commences any legal action in connection with this Agreement or any of the documents to be delivered pursuant to this Agreement, or any provisions contained herein or therein, then the party that substantially prevails in such legal action shall be entitled to recover, in addition to all other remedies to which it is entitled, reasonable attorneys' fees and costs of court incurred in such lawsuit, at trial or on appeal or in connection with any bankruptcy or similar proceedings, in addition to attorneys' fees incurred in litigating the entitlement to and amount of attorneys' fees to which the prevailing party is entitled.

13.9 Counterparts; Electronic Signatures. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto. PDF or DocuSign signatures shall be sufficient to bind the parties.

13.10 Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated herein by reference.

13.11 Legal Counsel. Each party has been, or has been given the opportunity to be, represented by legal counsel of its own choice and designation in connection with the transaction contemplated by this Agreement.

13.12 Time of the Essence. Time is of the essence of this Agreement.

13.13 Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other. Should any provisions of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

13.14 Date of Performance. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of, and the applicable deadline shall be extended to, the next following business day. As used in this Agreement, a "business day" shall mean a day other than a Saturday, Sunday or day on which banking institutions in the County in which the Real Property is situated are authorized or required by law or executive order to be closed.

13.15 Survival. The provisions of this Article 13 shall survive the Closing or any earlier termination of this Agreement.

13.16 Disputes. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA IN EACH CASE LOCATED IN THE COUNTY OF MIFFLIN, COMMONWEALTH OF PENNSYLVANIA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. SELLER AND BUYER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

13.17 COAL NOTICE. NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT TO SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in §1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any). The deed for the Property will contain this notice and will also contain, and Buyer will sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

13.18 1031 Exchange. In the event Buyer or Seller desires to effect a tax-deferred exchange, whether concurrent or delayed, in connection with the conveyance of the Property, Buyer and Seller agree to cooperate with one another in effecting such exchange; provided, however, the exchanging party shall be responsible for all additional costs associated with such exchange, and further provided the non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as reasonably may be necessary to give effect to this provision. No such exchange shall advance any deadline for the performance of any action or the giving of any notice hereunder or delay the Closing.

[*Remainder of page intentionally blank*]

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:

Kevin Ray Oberholtzer
____
Kevin Ray Oberholtzer

Lisa H. Oberholtzer
____
Lisa H. Oberholtzer

BUYER:

LEWISTOWN DEVELOPMENT LLC,
a Delaware limited liability company

By:_________________________
Name: Igal J. Feibush
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:

____
Kevin Ray Oberholtzer

____
Lisa H. Oberholtzer

BUYER:

LEWISTOWN DEVELOPMENT LLC,
a Delaware limited liability company

By: Igal Feibush
Name: Igal J. Feibush
Title: Authorized Signatory

EXHIBIT A

Legal Description of Real Property

ALL those certain parcels, pieces or tracts of land situate in Granville Township, Mifflin County, Pennsylvania, as more fully described in that certain Indenture dated October 5, 2015, by Vernon A. Shawver and Jean M. Miller, Co-Executors of Last Will of Beatrice A. Shawver to Kevin Ray Oberholtzer and Lisa H. Oberholtzer, husband and wife, Sellers herein and recorded in the Mifflin County Recorder of Deeds on October 6, 2015 at Instrument No. 2015-004225.

EXHIBIT B

Form of Escrow Agreement

[redacted]

[redacted]

[redacted]

[redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]
[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted].

5. Interest: Seller and Buyer agree that any interest earned shall become part of the Escrow Fund and shall be subject to the terms and conditions of this Escrow Agreement. Seller and Buyer also acknowledge that Escrow Agent cannot open an interest-bearing deposit account without receipt of a Form W-9 or W-8.

6. Commingling: If the Deposit is to be placed in a non-interest-bearing account, Escrow Agent may commingle the Deposit with escrow funds of others and may deposit such funds without limitation in its custodial or escrow accounts with any reputable bank, savings association or other financial services entity.

7. Escheat: The Escrow Fund shall be subject to the provisions of applicable state law pertaining to unclaimed property.

8. Loss of Funds: In the event that the Deposit has been invested in an interest-bearing account, Escrow Agent will not be liable for any loss or impairment of the Escrow Fund if the loss or impairment results from the failure, insolvency or suspension of the depository institution.

9. Levies: In the event that an interest-bearing account is opened, Escrow Agent is not responsible for levies by taxing authorities based upon the taxpayer identification number used to establish the account.

10. Liability of Escrow Agent: Escrow Agent shall not be liable for, and Seller and Buyer expressly release Escrow Agent from liability arising out of, any act, omission or other matter or thing arising hereunder, except for Escrow Agent's willful misconduct or gross negligence. Seller and Buyer, jointly and severally, agree to indemnify and hold Escrow Agent harmless from and against any and all costs, claims or damages, howsoever occasioned, that may be incurred by or asserted against it arising out of or in connection with the Escrow Agreement or Escrow Agent's action or failure to act hereunder, including without limitation, costs and expenses (including attorneys' fees) of depositing the Escrow Fund in court or defending itself hereunder, except for Escrow Agent's willful misconduct or gross negligence.

11. Duties of Escrow Agent: Escrow Agent undertakes to perform only such duties as are expressly set forth herein, being purely ministerial in nature. Escrow Agent shall have no responsibility for determining the due authorization, execution and delivery of any notice or other document delivered to Escrow Agent pursuant to this Agreement or the genuineness of the signatures thereon. Escrow Agent may rely and shall be protected in acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed by the proper parties. Escrow Agent may rely on instructions in writing sent to Escrow Agent by electronic transmission.

12. Interpleader: In the event that any payment of the Escrow Fund by the Escrow Agent to be made to or for the benefit of Buyer or Seller shall be disputed by either Seller or Buyer, the Escrow Agent may commence an interpleader action in a court of competent jurisdiction or any successor to the jurisdiction thereof and pay the Escrow Fund to such court.

13. Notices: Any notice hereunder shall be given in writing by (a) personal delivery; (b) reputable overnight delivery service with proof of delivery; or (c) e-mail transmission, sent to the intended addressee at the address set forth herein, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail transmission. Notices may be given by and/or to the attorneys for the respective parties hereto and said attorneys shall be included in any notice deliverable hereunder. Unless changed by a notice delivered in accordance with this Section 13, the addresses for notices given hereunder shall be as follows:

Seller's Address:	[redacted]
Seller's Attorney:	Beiler Legal Services PC Attn: Nevin Beiler 105 S Hoover Ave New Holland, PA 17557 Email: nevin@beilerlegalservices.com
Buyer's Address:	1015 Mumma Road, 2nd Floor Harrisburg, PA 17043 Attn: Igal Feibush Email: igal@padatacenters.com
Buyer's Attorney:	Meyer, Unkovic & Scott LLP 600 Grant Street, 50th Floor Pittsburgh, Pennsylvania 15219 Attn: Jason P. Wrona Email: jpw@muslaw.com One Law 1423 North Third Street, Suite 310 Harrisburg, Pennsylvania 17102 Attn: Andy Giorgione Email: andy@onestrategies.com

Title Company: Chicago Title Insurance Company
2 Gateway Center, 19th Floor
603 Stanwix Street, Suite 1900
Pittsburgh, Pennsylvania 15222
Email: erin.fagnilli@ctt.com

14. Governing Law: This Escrow Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

SELLER:

Kevin Ray Oberholtzer

Kevin Ray Oberholtzer

Lisa H. Oberholtzer

Lisa H. Oberholtzer

BUYER:

LEWISTOWN DEVELOPMENT LLC,
a Delaware limited liability company

By:______________________________
Name: Igal J. Feibush
Title: Authorized Signatory

ESCROW AGENT:

CHICAGO TITLE INSURANCE COMPANY

By: __________________________
Name: Erin M. Fagnilli
Title: Vice President and Manager

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

SELLER:

____
Kevin Ray Oberholtzer

____
Lisa H. Oberholtzer

BUYER:

LEWISTOWN DEVELOPMENT LLC,
a Delaware limited liability company

By: Igal Feibush
Name: Igal J. Feibush
Title: Authorized Signatory

ESCROW AGENT:

CHICAGO TITLE INSURANCE COMPANY

By: Erin M. Fagnilli
Name: Erin M. Fagnilli
Title: Vice President and Manager

EXHIBIT C

Due Diligence Deliveries

1. Copy of Seller’s policy of title insurance for the Property

2. Copy of any surveys of the Property

3. Copy of any Covenants, Conditions & Restrictions applicable to the Property

4. Copy of any Property reports, including current environmental reports, permits, subdivision or zoning documents, insurance policies, soils, geotechnical, and engineering and inspection reports.

5. Copies of real property tax bills for the Property for the prior three (3) years.

6. Copies of all pending actions, suits, and legal or administrative proceedings affecting the Property, if any, including Notices of Violation.

7. Copies of documentation regarding current entitlements for the Property granted to date, including any plans or permits.

8. Copies of any leases, licenses, easements or other agreements evidencing the rights of third parties to the Property.

9. Copies of any documents pertaining to any wetlands on the Property.

10. Copies of permits and documents related to any Stormwater Pollution and Prevention Plan, as well as any Notices of Intent.

EXHIBIT D

Form of Special Warranty Deed

AFTER RECORDATION,
PLEASE RETURN TO:

____
____
____

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made as of _________________, 20___, by [_________________, a _________________________] ("**Grantor**"), having an address of ____________________________ to [____________________, a ____________________] ("**Grantee**"), having an address of ____.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with Special Warranty, unto Grantee, certain property located in Township/Borough of [_________], County of [_________], Pennsylvania more particularly described in Exhibit A attached hereto, and incorporated herein, together with all rights and appurtenances pertaining to such property, including without limitation, all of Grantor's right, title and interest in and to any and all improvements, appurtenances, rights, interests, credits, privileges and easements benefiting, belonging, pertaining or running with the title to such property; and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said property; together with any and all strips or gores relating to said property; all water, wastewater and other utility services allocable or available to such property; all timber, density and air rights attributable to or arising from such property; and any and all oil, gas, mineral, and water rights held by Grantor in, under or to such property (collectively, "**Property**").

TO HAVE AND TO HOLD the Property, together with each and every title, right, privilege, appurtenance and advantage thereunto belonging, or in anywise appertaining, unto and for the use, benefit and behoof of Grantee, its successors and assigns, in fee simple forever, with Grantor's covenant that it will execute such further assurances of the said land as may be requisite and Grantor does hereby bind itself and its legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

AND THE SAID GRANTOR, for itself and legal representatives, successors and assigns, in consideration of One and 00/100 Dollars ($1.00), with the intent to be legally bound, do hereby remise, release, and forever quitclaim, and bargain, sell, transfer and convey, to Grantee, without warranty of any nature, all of Grantor's right, title and interest in and to property described on Exhibit B attached hereto and made a part hereof, subject to the same conveyance of the rights and interests set forth in (a) and (b) above.[1]

GRANTEE:

[__________________, ______________]

By: ________________________________
Name: ______________________________
Title: _______________________________

[*Remainder of page intentionally blank*]

[1] This conveyance without warranty paragraph and Exhibit B to be included if legal description of Survey differs from the vesting deeds.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on their behalf to acknowledge these presents as its act and deed, as of the date first above-written.

GRANTOR:

[__________________, ______________]
[SEAL]

By: ________________________________
Name: ______________________________
Title:_______________________________

ACKNOWLEDGEMENT

STATE OF ________________________
to wit:
COUNTY OF ______________________

On the _________ day of _______________, 20___, before me, the undersigned, personally appeared _______________________, [husband and wife/an unmarried individual], known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that (s)he/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My Commission Expires: ______________

[NOTARIAL SEAL]

Grantor's Address: ____

Grantee's Address: ____

EXHIBIT A
TO
SPECIAL WARRANTY DEED

Legal Description

[TO BE INSERTED]

<u>EXHIBIT E</u>

Form of Assignment

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made and entered into as of ________________ ___, 20___ by and between ______________________ ("**Assignor**"), and ______________________ ("**Assignee**").

RECITALS:

This Agreement is made with reference to the following facts:

Concurrently herewith, pursuant to that certain Purchase and Sale Agreement dated _________________ ___, 20___, by and between Assignor, as seller, and Assignee, as purchaser (the "Purchase Agreement"), Assignor is selling and conveying to Assignee the right, title, interest and estate in and to certain real property commonly known as ____________________________, and the improvements located thereon (collectively, the "**Property**").

Assignor desires to contribute, sell, assign, convey, transfer, set over and deliver to Assignee, and Assignee desires to accept and obtain, all of Assignor's right, title and interest in and to the following: (i) all existing warranties, indemnities, bonds, and guaranties issued in connection with any improvements on, in or under the Property; and (ii) the following related to the Property: all surveys, plans, drawings and operating manuals; all permits, licenses, certificates of occupancy, development rights, entitlements, any rights to access or tap into any utility infrastructure (including so called "tap-ins" and "EDUs") and any deposits associated therewith; and all consents, approvals and authorizations issued by any governmental or quasi-governmental authority, to the extent the same are assignable (collectively, the "**Intangible Property**").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer, set over and deliver unto Assignee all of Assignor's right, title and interest in and to the Intangible Property.

Except as expressly set forth in the Purchase Agreement, the Intangible Property is being quitclaimed "as is", "where is", and "with all faults" as of the date of this Agreement, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty, express or implied.

Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all duties and obligations of Assignor with respect to the Intangible Property for the period from and after the date of this Agreement. All of the obligations of Assignor with respect to the Intangible Property arising, accruing or relating to the period before the date of this Agreement shall be allocated to Assignor.

Assignor agrees that it will, upon request from Assignee, at any time from time to time after the date hereof and without further consideration, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers, conveyances and assurances reasonably deemed by Assignee to be necessary or proper to better effect the sale, assignment, transfer, conveyance and delivery of ownership of the Intangible Property to Assignee.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[*Signature page follows*]

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

ASSIGNOR:

[INSERT]

By: ________________________
Name: [INSERT]
Title: [INSERT]

ASSIGNEE:

[INSERT]

By: ________________________
Name: [INSERT]
Title: [INSERT]