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:	November 6, 2025
1.2	Mifflin County Parcel Number:	17 ,12-0101--,000
1.3	Seller:	MARK M. ELLINGER AND NANCY L. COLLINS, individually and collectively
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	Closing Date:	The date that is thirty (30) calendar days after the expiration of the Due Diligence Period
1.9	Seller's Address:	Mark M. Ellinger 841 Loop Road Lewistown, PA 17044 Email: markellinger@verizon.net Nancy L. Collins 445 South Brown Street Lewistown, PA 17044 Email: timandnancy@verizon.net
1.10	Seller's Counsel:	Martson Law Offices 621 West Main Street PO Box 300 Thompsontown, PA 17094

Attn: Seth T. Mosebey
Email: smosebey@martsonlaw.com

1.11	Buyer's Address:	c/o One Law 1423 North Third Street, Suite 310 Harrisburg, Pennsylvania 17102 Attn: Andy Giorgione Email: andy@onestrategies.com
1.12	Buyer's Counsel:	Meyer, Unkovic & Scott LLP Henry W. Oliver Building 535 Smithfield Street, Suite 1300 Pittsburgh, Pennsylvania 15222 Attn: Jason P. Wrona Email: jpw@muslaw.com
1.13	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 **Agreement of Purchase and Sale**. 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) the parcel of land situated at 841 Loop Road, Lewistown, Mifflin County, Pennsylvania being known by its Mifflin County Parcel Number, all as more particularly described in Exhibit A (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 strips or gores relating to said 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) all surveys, plans, drawings and operating manuals, permits, licenses, certificates of occupancy, development rights, entitlements, so called "tap-ins" and "EDUs" and any deposits associated therewith, consents, and any approvals and authorizations issued by any governmental authority in connection with the Real Property (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.

2.2 **Deposit**. 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 upon request.

ARTICLE 3
TITLE AND SURVEY

3.1 **Title Review**. Buyer at its sole cost and expense 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) an ALTA survey of the Property certified to Buyer and Seller (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 **Title Objections**. 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 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 immediately shall deliver the full 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 which 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 mortgage, 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 ("**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).

3.3 **Intervening Liens**. 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 **Due Diligence Deliveries**. Seller shall deliver or make available to Buyer via a data room, within ten (10) calendar days after the Effective Date (the "**Delivery Deadline**"), the items described in Exhibit B to the extent such items are in the actual possession or control of Seller (collectively, "**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 Right of Inspection. 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 permits, consents, approvals, licenses, zoning and/or land development plan approvals, zoning and/or land use amendments, the Final Rezoning (as hereinafter defined) and similar entitlements that Buyer deems necessary for its intended use.

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; provided, however, that in regards to any core sampling or environmental testing, Buyer shall (a) provide at least three (3) business days' advance notice to Seller prior to entry on the Property; (b) Buyer shall restore any Property damaged in connection with such testing to the extent reasonably possible; and (c) Buyer shall use commercially reasonable efforts to not disturb any crops on the Property and, if any crops are destroyed by Buyer or Buyer's agents, then Buyer shall reasonably reimburse Seller for the same. 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 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, its agents or contractors and 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, this Agreement shall terminate, in which event Title Company immediately shall deliver the full Deposit to Buyer 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"), and the parties shall proceed to Closing. If Buyer fails to give Seller a Continuation Notice or a notice of its election to terminate this Agreement, in each case prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have disapproved the condition of the Property and to have elected to terminate this Agreement pursuant to its rights under this Section 4.2.

4.3 **Due Diligence Period Extensions**. [redacted]

ARTICLE 5
CLOSING

5.1 **Time and Place**.

(a) 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.

(b) At the Closing, the Purchase Price and all documents shall be deposited with the Title Company, and Seller and Buyer shall perform the obligations set forth in, respectively, Section 5.5 and Section 5.6 below, the performance of which obligations shall be concurrent conditions.

5.2 **Buyer's Closing Conditions**.

(a) [redacted]

[redacted] [redacted]

[redacted]

5.3 Payment of Purchase Price. [redacted]

[redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted]

(c) [redacted]").

5.5 Seller's Closing Obligations. [redacted]

[redacted]

5.6 **<u>Buyer's Closing Obligations</u>**. Prior to Closing, Buyer shall deliver to Title Company: (a) the Purchase Price as increased or decreased by prorations and adjustments specifically described in this Agreement, less the Deposit; (b) duly executed Promissory Notes; (c) a duly executed License Agreement; (d) a duly executed General Assignment; (e) 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; (f) such affidavits, certificates, and documents as may be customarily and reasonably required by the Title Company; (g) an executed closing statement reasonably acceptable to Seller; and (h) a duly executed Lease Agreement and Holdback Escrow Agreement.

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) all of 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. Each party shall pay one-half (1/2) of any real estate transfer, stamp or documentary taxes.

6.3 Allocation of Purchase Price. A[redacted].

ARTICLE 7
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 Representations and Warranties of Seller.

(a) **Representations and Warranties**. 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) **Organization and Authority**. Seller has the full right and authority to enter into this Agreement and to transfer the Property and to consummate or cause to be consummated the transaction contemplated by this Agreement.

(ii) **Anti-Money Laundering and Anti-Terrorism Laws**. 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) **Pending Actions**. 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) **No Violation of Legal Requirements**. Seller has no actual knowledge of and has received no notice indicating that the Property or use thereof is in violation or breach of any applicable legal requirements.

(v) **Environmental Matters**. 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. Buyer acknowledges that oil and other petroleum products may have been used in connection with farming operations on the Property. 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.

(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) **Third Party Rights**. To Seller's actual knowledge, there are no rights of first refusal or rights of first offer to lease or purchase the Property or options to purchase the Property. Seller is not a party to any leases or license agreements that will be binding on the Property following the Closing.

(ix) **Zoning**. The zoning classification for the Property is industrial and agricultural - residential. 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.

(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) **<u>Survival of Buyer's Representations and Warranties</u>**. 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 **<u>Operation of Property and Risk of Loss</u>**. 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. Risk of loss shall remain on Seller until Closing.

9.2 **<u>Leasing</u>**. 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 **<u>Exclusivity</u>**. 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 **<u>Default by Buyer Prior to Closing</u>**. [redacted]

10.2 **<u>Default by Seller Prior to Closing</u>.** [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, and Buyer shall have the option to terminate this Agreement and receive a refund of the Deposit by written notice delivered to Seller within thirty (30) days after Seller's notice to Buyer, and the Closing Date shall be extended, if necessary, to permit Buyer to make such election within such time period. 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 Publicity. Neither Seller nor Buyer shall issue any public announcement referencing the Purchase Price or the other economic terms of this Agreement without the prior written consent of the other, and Seller and Buyer shall further instruct their brokers and agents not to issue any public announcement or press release referencing the Purchase Price or the other economic terms of this Agreement without the prior consent of Seller and Buyer. This Section 13.1 shall survive Closing of the transactions contemplated hereby and/or the earlier termination of this Agreement.

13.2 Successors and Assigns. 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 13.2, 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.

13.3 **<u>Notices</u>**. 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, as of the date of the e-mail transmission. Unless changed by a notice delivered in accordance with this Section 13.3, the addresses for notices given pursuant to this Agreement shall be as set forth in Article 1 above. Notices may be given by the attorneys for the respective parties hereto.

13.4 **<u>Modifications</u>**. 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.

13.5 **<u>Entire Agreement</u>**. 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.

13.6 **<u>Further Assurances</u>**. 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.

13.7 **<u>Attorneys' Fees</u>**. 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.

13.8 **<u>Counterparts; Electronic Signatures</u>**. 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.

13.9 **<u>Exhibits and Schedules</u>**. All exhibits and schedules attached to this Agreement are incorporated herein by reference.

13.10 **<u>Reserved</u>**.

13.11 **<u>Time of the Essence</u>**. Time is of the essence of this Agreement.

13.12 **<u>Date of Performance</u>**. 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.

13.13 **<u>Survival</u>**. The provisions of this Article 13 shall survive the Closing or any earlier termination of this Agreement.

13.14 **<u>Disputes</u>**. 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.

13.15 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.

13.16 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.

13.17 Right of First Refusal. [redacted]

13.18 Clean and Green Notice. Seller hereby discloses that the Property may be enrolled in the Pennsylvania Clean and Green preferential tax assessment program pursuant to the Pennsylvania Farmland and Forest Land Assessment Act of 1974, as amended (72 P.S. § 5490.1 et seq.) (the "**Clean and Green Act**"). Buyer acknowledges and agrees that from and after Closing, Buyer shall be solely responsible for maintaining compliance with the Clean and Green Act and for any and all rollback taxes, interest, penalties, fees or other charges imposed by any taxing authority as a result of (a) Buyer’s use, subdivision, development, or transfer of the Property after the Closing or (b) any action or inaction by Buyer that results in a violation or termination of the Clean and Green preferential assessment. Buyer shall indemnify, defend and hold harmless Seller from and against any such rollback taxes or related liabilities under the Clean and Green Act. This Section shall survive Closing.

[Remainder of Page Intentionally Left Blank]

[Signatures on Next Page]

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

SELLER:

Mark M. Ellinger
MARK M. ELLINGER

Nancy L. Collins
NANCY L. COLLINS

BUYER:

LEWISTOWN DEVELOPMENT LLC,
a Delaware limited liability company

By: ______________________
Name: Andrew J. Giorgione
Title: Authorized Signatory

EXHIBIT A

Legal Description of Land

Being the property comprising the present Mifflin County Parcel Number 17 ,12-0101--,000 (but specifically excluding the present Mifflin County Parcel Number 17 ,12-0110B-,000), all as the same was conveyed by Mark M. Ellinger and Nancy L. Collins, Executors under the Will of Manila B. Ellinger, sometimes improperly referred to as Manilla B. Ellinger, deceased, and Mark M. Ellinger, single person, and Nancy L. Collins and Timothy L. Collins, her husband, as individuals and Mark M. Ellinger and Nancy L. Collins, as tenants in common and not as joint tenants with the right of survivorship by deed dated March 24, 2022, and recorded in the Mifflin County Recorder of Deeds on March 24, 2022, at Instrument No. 2022-001403.

EXHIBIT B

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.