

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "**Agreement**") is made and entered into as of the 21 day of June, 2021 (which date is the "**Execution Date**"), by and between Vernon K. Beiler and Betty J. Beiler, his wife, maintaining an address of 2019 Valley Road, Morgantown, PA 19543 ("**Seller**"), and Green Hills Land, LLC, a Pennsylvania limited liability company, or its assignee or nominee, maintaining an address of 3335 Morgantown Road, P.O. Box 7, Mohnton, PA 19540 ("**Purchaser**").

Purchaser is acting on behalf of a yet to be formed single-purpose entity. Purchaser has no intent to obtain legal or equitable title to the Property (defined herein).

BACKGROUND

A. Seller is the owner of a parcel of land consisting of approximately 56.6 acres, in the aggregate plus or minus, together with all improvements, situate along State Route 23, Caernarvon Township, Berks County, Pennsylvania (collectively, the "**Property**"). The Property is more fully described on Exhibit A attached hereto and made a part hereof, together with (i) any land lying in the bed of any street, road or alley, opened or proposed, abutting such land to the center line thereof, (ii) any easement, privilege or right-of-way inuring to the benefit of said land, and (iii) the appurtenances and hereditaments belonging or otherwise pertaining to the Property. The Property is noted in the Berks County tax records as Property ID # 35532002552777.

B. Purchaser is purchasing the Property for the purpose of developing and constructing a mixed use development consisting of single-family residential dwellings, townhome dwelling units and commercial uses (collectively, the "**Project**").

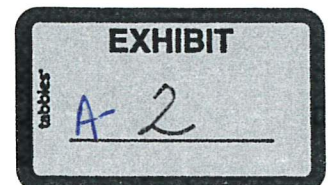
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Seller and Purchaser hereby agree as follows:

1. Agreement to Purchase. Subject to the terms and conditions of this Agreement and the above recitals which are by this reference incorporated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property.

2. Purchase Price. Subject to the terms and conditions of this Agreement, Purchaser shall pay to Seller the amount of (\$ _____), as consideration for the purchase of the Property (the "**Purchase Price**"). The payment of the Purchase Price is more fully outlined as follows:

(a) Within five (5) Business Days (defined herein) of the Execution Date, Purchaser shall pay to Seller the amount of (\$ _____) (the "**First Payment**");

(b) Within five (5) Business Days after final, non-appealable zoning approval from Caernarvon Township permitting the Project, Purchaser shall pay to Seller the amount of (\$ _____) (the "**Second**");



Payment"), unless the Zoning Extension Payment (defined herein) is paid in accordance with Section 5.(a) below, in which case, the Second Payment will be paid by Purchaser to Seller in the amount of (\$);

(c) Within one (1) year after the Execution Date, Purchaser shall pay to Seller the amount of (\$) (the "**Third Payment**");

(d) Within five (5) Business Days after Purchaser obtains preliminary plan approval for the Project, Purchaser shall pay to Seller the amount of (\$) (the "**Fourth Payment**");

(e) Subject to Section 3 below, the balance of the Purchase Price, plus or minus pro-rations and other adjustments, if any, shall be paid at Closing (defined herein) and shall be made by wire transfer of immediately available funds; and

(f) The First Payment, the Second Payment, the Third Payment and the Fourth Payment (the "**Payments**"), are nonrefundable to Purchaser in all cases except for a default by Seller under this Agreement. The Payments shall be applied on account of the Purchase Price thereby reducing the amount of the Purchase Price to be paid to Seller by Purchaser at Closing.

3. Seller Financing. Seller shall finance a portion of the Purchase Price in the amount of (\$) (the "**Seller's Loan**"). The Seller's Loan shall be evidenced by a promissory note and secured by a second-lien mortgage against the Property, excluding Phase I and the designated commercial use area of Purchaser's proposed plan for the Property (the "**Seller's Loan Documentation**"). Phase I and the designated commercial use area shall not exceed fifty percent (50%) in total area of the Property. The terms of the Seller's Loan shall include interest at the rate of three percent (3%) per annum and a maturity date not more than two (2) years after Closing. The Seller's Loan shall be subordinate in all respects, including payment and lien priority to a first mortgage in favor of any financial institution or private investor providing acquisition and development financing for the acquisition and development of the Project. The Seller's Loan shall be repaid upon the sale and settlement of lots from future Phases of the Project subsequent to Phase I in the amount of per single-family dwelling lot and townhome dwelling units.

4. Deferment of Payments. Notwithstanding any other term or provision of this Agreement and provided that there is no adverse impact to Purchaser, Seller may request and Purchaser shall consider the deferment of any Payment or portion of any Payment due under this Agreement from Purchaser to Seller (a "**Deferment Request**"). If a Deferment Request is accepted by Purchaser, the deferment of any Payment or portion of any Payment shall be documented by an amendment to this Agreement and secured substantially in the manner provided for the Seller's Loan as detailed in Section 3 above.

5. Conditions Precedent to Closing.

(a) Zoning Amendment Approval. Purchaser shall have a period commencing after the Execution Date and ending October 1, 2021 to obtain a rezoning of the Property

from Caernarvon Township to a Zoning District permitting the development of the Project (the "**Zoning Amendment Approval**"). If the Zoning Amendment Approval has not been obtained by Purchaser by October 1, 2021, Purchaser, at its option, may extend the period to obtain the Zoning Amendment Approval for an additional ninety (90) days (the "**Zoning Amendment Approval Extension**").

(the "**Zoning Extension Payment**"). The Zoning Extension Payment shall be nonrefundable to Purchaser in all cases except for a default by Seller under this Agreement. The Zoning Extension Payment shall be applied on account of the Purchase Price. If Purchaser is unable to obtain the Zoning Amendment Approval by October 1, 2021 or by the Zoning Amendment Approval Extension, Purchaser may terminate this Agreement by written notice to the Seller before the expiration of the period of time to obtain the Zoning Amendment Approval (whether October 1, 2021 or prior to the expiration of the Zoning Amendment Approval Extension) and this Agreement shall be null and void and neither Seller nor Purchaser shall have any obligation to the other.

(b) Approvals. Purchaser shall, during the period after receipt of the Zoning Amendment Approval and for a period of twenty (20) months thereafter (the "**Approval Period**"), use good faith, diligent efforts to obtain all necessary unappealed and unappealable approvals, entitlements and permits from appropriate governmental agencies (including all local, state and federal agencies), and/or third parties required by Purchaser for the development and use of the Property for the Project, including, but not limited to, any building variance, use approvals and/or final land development approval for the Property that Purchaser may require (collectively, the "**Approvals**"). Seller shall reasonably cooperate with Purchaser, at no cost or expense to Seller, to obtain such Approvals. If, prior to the expiration of the Approval Period (including any Extended Approval Period as defined herein), Purchaser determines that in Purchaser's reasonable discretion, Purchaser cannot by reasonable and diligent efforts obtain the Approvals and Purchaser delivers written notice of the same to Seller prior to the expiration of the Approval Period, then this Agreement shall terminate, the parties shall be released hereunder (except for any obligations of Purchaser or Seller which survive such termination hereunder). However, Purchaser shall have the right to extend the Approval Period for one (1) additional six (6) month period (the "**Extended Approval Period**"), solely for the purpose of continuing to seek the Approvals, by providing written notice to Seller before the expiration of the Approval Period. If Purchaser so elects any Extended Approval Period, Purchaser shall pay

(the "**Extension Payment**").

The Extension Payment is nonrefundable to Purchaser in all cases except a default by Seller under the terms of this Agreement and shall be applied on account of the Purchase Price.

6. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as follows, which representations shall continue to be true and correct on the Closing Date:

(a) Seller are individuals, *sui juris*.

(b) Seller has the requisite power and authority to enter into and perform this Agreement and Seller's Closing Documents (defined herein).

(c) Seller's title to the Property is good and marketable and insurable at regular rates by a Title Company doing business in Berks County or as otherwise selected by Purchaser (the "Title Company").

(d) No person, firm, limited liability company, or corporation or other entity has any right or option to acquire the Property or any part thereof from Seller.

(e) Seller has received no notice of any current tax appeals concerning the Property, has filed no such appeal and none shall be filed prior to Closing, without Purchaser's consent.

(f) There are no leases or other contracts affecting the Property that cannot be terminated as of Closing without penalty to Purchaser.

(g) There are no service, maintenance or other contracts affecting the Property that cannot be terminated as of Closing without penalty to Purchaser.

(h) Seller has not received any notice of any assessments, either levied, threatened or pending against any or all of the Property.

(i) Seller has not received any notice of any threatened or pending condemnation or similar proceedings against the Property.

(j) Seller has received no notices of violations of law or municipal ordinances; codes, orders or requirements noted or issued by any authority having jurisdiction against or affecting the Property. In the event any violations are issued prior to Closing, Seller shall give notice of the same to Purchaser and Seller shall abate same prior to Closing.

(k) Seller has not received any written notices from any insurance companies or fire rating organizations requiring any repair work to the Property, the terms of which have not been abated.

(l) Seller has not been notified that the Property is located in a flood zone.

(m) Seller has not been given notice of any civil, administrative, arbitration or other actions, suits or proceedings pending or threatened against or affecting the Property.

(n) Seller has not been given any notice of any claims, litigation, administrative proceedings, actual or threatened, or judgments or orders, or any notices, relating to any hazardous substances or any environmental condition concerning the Property. To the best of Seller's knowledge, no hazardous substances or wastes, as defined by law, are generated, manufactured, refined, transported, treated, stored, handled or disposed of on the Property by Seller or any previous owner of the Property.

(o) There are no underground storage tanks located on the Property.

(p) Seller has or has caused all utilities necessary to service the Property, including, without limitation, electric, gas, telephone, water, sewer and cable to be constructed and installed across the frontage of the Property.

Each of the representations and warranties of Seller set forth in this Agreement shall survive Closing for a period of one year.

7. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows:

(a) Purchaser is a limited liability company, duly organized and validly existing and in good standing under the laws of the Commonwealth of Pennsylvania; Purchaser has the requisite power and authority to enter into this Agreement and the Purchaser's Closing Documents (defined herein); such documents have been duly authorized by all necessary action on the part of Purchaser and have been or shall be duly executed and delivered; that the execution, delivery and performance by Purchaser of such documents shall not conflict with or result in violation of Purchaser's organizational documents, or any judgment, order or decree of any court or arbiter to which Purchaser is a party; such documents are valid and binding obligations of Purchaser, and are enforceable against Purchaser in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws. Notwithstanding any other term or provision of this agreement, Purchaser shall form a single-purpose entity prior to Closing and Purchaser has no intent to obtain legal or equitable title to the Property.

8. Closing.

(a) Closing Date. Provided this Agreement is not earlier terminated, the closing of the purchase and sale of the Property contemplated by this Agreement (the "**Closing**") shall be within thirty-one (31) days of the earlier of (i) the date on which all Conditions Precedent to Closing (as provided in Section 5 and in this Section 8) are satisfied; or (ii) the expiration of the Approval Period (including the Extended Approval Period) (the "**Closing Date**"), at the office of the Title Company, or at such other time and place as the parties may mutually agree. Either party may request an "escrow closing" whereby all parties place all closing documents and funds in escrow with the Title Company, which are released upon completion of Closing.

(b) Purchaser's Closing Conditions Precedent. Purchaser's obligation to consummate the transaction contemplated by this Agreement shall be subject to satisfaction or waiver of each of the following conditions ("**Purchaser's Closing Conditions Precedent**"), but Purchaser shall have the unilateral right to waive any Purchaser's Closing Condition Precedent, in whole or in part, by written notice to Seller:

i. Purchaser obtaining the Zoning Amendment Approval as determined by Purchaser, in Purchaser's sole discretion.

ii. Purchaser obtaining all Approvals required for the Project as determined by Purchaser, in Purchaser's sole discretion.

iii. The representations and warranties of Seller set forth in Section 6 hereof shall be, in all material respects, true and complete.

iv. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement, in all material respects, including the making of the Seller's Loan.

(c) Seller's Closing Conditions Precedent. Seller's obligation to consummate the transaction contemplated by this Agreement shall be subject to satisfaction or waiver of each of the following conditions ("**Seller's Closing Conditions Precedent**"), but Seller shall have the unilateral right to waive, in whole or in part, any Seller's Closing Condition Precedent by written notice to Purchaser:

i. The representations and warranties of Purchaser set forth in Section 7 hereof shall be, in all material respects, true and complete.

ii. Purchaser shall have performed all of the obligations required to be performed by Purchaser under this Agreement, as and when required by this Agreement, in all material respects, including the delivery of the Seller's Loan Documentation.

In the event Purchaser's Closing Conditions Precedent or Seller's Closing Conditions Precedent, as the case may be, have not been satisfied or waived as of the scheduled Closing Date, and provided the failure to satisfy or waive any such condition is not attributable to a breach or default of this Agreement by Seller or Purchaser, as the case may be, a party can terminate this Agreement by providing at least fifteen (15) days' notice to the party who has not satisfied its conditions, and if such conditions are not satisfied within such 15-day period, this Agreement shall terminate (other than the survival provisions set forth in Section 6 which obligations shall survive any such termination), and all Payments including the Zoning Amendment Approval Extension and the Extension Payment shall be refunded to Purchaser immediately by Seller (in the event Seller's Closing Conditions Precedent are not met by Seller).

9. Closing Deliveries.

(a) Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Purchaser or cause to be executed and/or delivered the following (collectively, "**Seller's Closing Documents**"):

i. Special Warranty Deed. A Special Warranty Deed conveying all of Seller's right, title and interest in and to the Property to Purchaser, free and clear of all encumbrances, except the Permitted Title/Survey matters, together with such tax filings and affidavits required to submit the Deed for recording.

ii. Seller's Loan Documentation. The Seller's Loan Documentation executed and in recordable form.

iii. Seller's Affidavit. An Affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens (other than the lien of real estate taxes not yet due and payable) or bankruptcies against or involving Seller or the Property, and that there are no other unrecorded interests in the Property, as well as to other reasonable items requested by the Title Company.

iv. FIRPTA Affidavit. A non-foreign affidavit properly containing such information as is required by IRC Section 1445(b)(2) and its regulations confirming the US citizenship of Seller.

v. Title Documents. Such affidavits of Seller, Certificates of Value or other documents as may be reasonably required by the Title Company in order to record the Special Warranty Deed and issue the title insurance policy contemplated by this Agreement.

vi. Closing Certificate. A certificate that the representations set forth in this Agreement are true and correct as of the Closing Date.

(b) Purchaser's Closing Documents. On the Closing Date, Purchaser shall execute and/or deliver or cause to be executed and/or delivered to Seller the following (collectively, "**Purchaser's Closing Documents**"):

i. Purchase Price. The Purchase Price, by wire transfer or other immediately available funds.

ii. Title Documents. Such affidavits of Purchaser, Certificates of Value or other documents as may be reasonably required by the Title Company in order to record the Special Warranty Deed and issue the title insurance policy contemplated by this Agreement.

10. Property Matters. Seller shall, from and after the Execution Date through and including the Closing Date: manage the Property substantially in accordance with its management practices prior to the Execution Date, including maintaining all current insurance policies covering the Property. Seller shall not enter into any leases prior to Closing. Seller shall not enter into any other agreements affecting the Property, without Purchaser's prior written consent. Seller shall terminate at or prior to Closing all service or management contracts which are requested by Purchaser to be terminated, which Seller must terminate only if notified to do so prior to thirty (30) days before Closing. Prior to Closing, Seller shall maintain the Property in its current condition, reasonable wear and tear and casualty excepted.

11. Adjustments.

(a) General. Prorations shall be made on the Closing Date. There shall be no proration of any insurance premiums with respect to the Property nor any assumption of insurance coverage by Purchaser, unless Purchaser so elects in writing.

(b) Sewer and Water Availability. To the extent Seller owns sewer and water capacity for the Premises, such sewer and water capacity shall be conveyed at Closing to Purchaser at no additional cost.

(c) Taxes. Except as provided in this subsection 11(c), Seller shall pay in a full and timely manner all taxes and assessments on the Property which are due and payable prior to the Closing Date, including all special assessments. All taxes and assessments on the Property shall be prorated as of the Closing Date, and such proration shall be final. Any Clean and Green recapture taxes required to be paid as a result of any preferential tax treatment of the Property which may be incurred as a result of the conveyance of the Property to Purchaser shall be paid by Purchaser up to a maximum amount of Thirty Five Thousand Dollars (\$35,000.00). Any Clean Green recapture taxes in excess of Thirty Five Thousand Dollars (\$35,000.00) shall be paid by Seller.

(d) Other Prorations. Such additional adjustments as are normally made in connection with a purchase and sale of the type contemplated hereunder shall be made by Seller and Purchaser in accordance with this Section 11.

12. Closing Costs. Purchaser shall bear the premium for the Title Policy with extended coverage and the cost of all title policy endorsements requested by Purchaser. Seller shall bear the cost to record any instruments necessary to clear Seller's title. Purchaser shall bear the cost of any recording fees with respect to the Special Warranty Deed. Seller and Purchaser shall each be responsible for one-half (1/2) of the cost of any state, county or municipal transfer taxes applicable to this transaction. All other costs and expenses in connection with the transaction contemplated by this Agreement shall be borne by Seller and Purchaser in the manner in which such cost and expenses are customarily allocated between the parties at closings of real property similar to the Property in Berks County, Pennsylvania. Each party hereto shall pay its own attorneys' fees incurred with respect to the preparation and negotiation of this Agreement and Closing of the transaction contemplated hereby.

13. Risk of Loss. Until Closing, the risk of loss or damage to the Property shall be borne by Seller.

14. Condemnation. If, between the Execution Date and the date of Closing, any condemnation or eminent domain proceedings are initiated or threatened which might result in the taking of any part of the Property, Purchaser, at its sole option, may elect to terminate this Agreement without costs, obligation or liability on the part of Purchaser, in which event all rights and obligations of the parties hereunder shall cease and the Deposit shall be returned to Purchaser by the Title Company. In the event Purchaser elects not to so terminate this Agreement, Seller shall assign to Purchaser at Closing all of Seller's interest in and to any award pertaining to the Property made in connection with such condemnation or eminent domain proceedings. Seller shall immediately notify Purchaser in writing of any proposed condemnation or eminent domain proceedings affecting the Property. Purchaser shall notify Seller within thirty (30) days after its receipt of notice of such condemnation or eminent domain proceedings whether it elects to exercise its right to terminate. If Purchaser fails to notify Seller of its election within said 30-day period, such failure shall constitute an election to terminate this Agreement as aforesaid. If Purchaser elects not to terminate, Seller shall permit Purchaser to

participate in all communications with applicable governmental authorities and no insurance settlement shall be made with the insurance company without Purchaser's prior written consent.

15. Default.

(a) If Purchaser defaults in its obligation to consummate this Agreement, and Purchaser fails to cure such default within fifteen (15) days after written notice from Seller to Purchaser, then Seller shall be entitled to terminate this Agreement and the Payments, the Zoning Extension Payment and the Extension Payment shall be forfeited to Seller as liquidated damages. Receipt of such payment shall be Seller's sole and exclusive remedy hereunder and this Agreement shall thereupon become null and void, and neither of the parties shall have any further obligations or liabilities hereunder.

(b) If Seller defaults in its obligation to consummate this Agreement, and Seller fails to cure such default within fifteen (15) days after written notice from Purchaser to Seller, then Purchaser shall be entitled to (i) terminate this Agreement and receive a refund of the Payments including the Zoning Extension Payment and the Extension Payment from Seller, as well as to recover from Seller, all reasonable and provable out of pocket costs and expenses paid to third parties in connection with Purchaser's due diligence inspection, seeking the Approvals and efforts to perform its obligations under this Agreement in an amount in the aggregate or (ii) seek an order for specific performance, as Purchaser's sole and exclusive remedies in the event of a default by Seller in consummating this Agreement.

(c) The remedies expressly provided for herein shall be the exclusive remedies of Seller and Purchaser. Each party in any dispute between Seller and Purchaser under this Agreement shall be responsible for the payment of its own attorneys' fees and costs regardless of whether Seller or Purchaser is the prevailing party in the resolution of any such dispute.

16. Brokers. Seller and Purchaser mutually warrant and represent to the other that, except as provided herein, neither has authorized any broker to act on its behalf in respect of the transactions contemplated hereby, and that neither has dealt with a broker in connection therewith. Each of the parties shall indemnify and save the other harmless from any claim by any broker or other person, except Broker, for commissions or other compensation for bringing about the transactions contemplated hereby, where such claim is based on the purported employment or authorization of such broker or other person by such party.

17. Zoning. The Property is currently zoned Industrial Office Park.

18. Exclusivity. Seller shall not and shall not permit any agent, partner, or affiliate of Seller to accept or entertain offers, negotiate, solicit interest or otherwise enter into discussions involving the sale, recapitalization, restructuring, or disposition of all or any part of the Property while this Agreement remains in effect.

19. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed properly served (i) if delivered by hand; (ii) deposited with an overnight delivery service; or (iii) by email correspondence or facsimile, with a copy via

registered or certified mail, return receipt requested, postage prepaid; or overnight delivery, addressed as follows:

If intended for Seller: Vernon K. Beiler
 Betty J. Beiler
 2019 Valley Road
 Morgantown, PA 19543

With a copy to: Kling & Deibler, LLP
 Attention: Linda Kling, Esq.
 131 W. Main Street
 New Holland, PA 17557

If intended for Purchaser: Green Hills Land, LLC
 3335 Morgantown Road
 P.O. Box 7
 Mohnton, PA 19540

With a copy to: Barley Snyder LLP
 Attention: William F. Colby, Jr., Esq.
 50 North Fifth Street, Second Floor
 Reading, PA 19601

or such other address or to such other party which any party entitled to receive notice hereunder designates to the others in writing by a notice duly given hereunder. Notices delivered hereunder shall be deemed received on the date sent by the party providing the notice. For purposes of sending a notice in connection with this Agreement, notices sent via email correspondence or facsimile with a copy via first class mail or overnight delivery to the other party's attorney shall be deemed to be sufficient notice. Notices sent by, or to, an attorney for a party shall be deemed sufficient notice to, or from, such party.

20. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

21. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the parties with respect to the subject matter herein contained are superseded and of no further force and effect. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

22. Assignment. After notice to Seller given prior to Closing, Purchaser shall have the right to assign this Agreement and its rights and obligations under this Agreement to a corporation, limited liability company, limited partnership, joint venture or other legal entity in which Purchaser or the principals or an affiliate of either the Purchaser or its principals shall have a controlling voting and majority economic interest ("**Permitted Assignee**"). Except for

the foregoing, Purchaser shall not have any right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Seller. Any assignment or attempted assignment not permitted by this Agreement shall be void; shall constitute a default by Purchaser and confer no rights on the person or entity who is the intended assignee. In the event Purchaser makes any assignment of this Agreement, Purchaser shall be liable for and shall indemnify and hold Seller harmless from any and all transfer taxes associated with such assignment. Notwithstanding the foregoing, upon request by Purchaser and compliance with the foregoing assignment provisions, Seller agrees to execute a novation, repudiation and new agreement with the same time deadlines and obligations of the parties as if the new agreement had originally been executed at the time of this Agreement.

23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

24. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

25. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.

26. Time of Essence. Time is not of the essence of this Agreement.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Pdf or facsimile signature shall be deemed as binding as original signatures.

28. Saturday, Sunday and Legal Holidays. "Business Day," as used herein, shall mean any day other than a Saturday, Sunday or a State of Pennsylvania or Federal Legal Holiday. In the event any date or deadline referred to herein shall fall on a Saturday, Sunday or legal holiday, then such date or deadline shall be deemed to be extended to the next Business Day.

29. Agreement Binding. This Agreement shall be binding upon Seller and Purchaser and each of their legal representatives, successors and assigns, and shall inure to the benefit of each of them and their legal representatives, successors and assigns.

30. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

31. Non-waiver. No waiver by Seller or Purchaser of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to Seller or Purchase upon any breach of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller or Purchaser of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

32. Waiver of Jury Trial. Seller and Purchaser hereby waive trial by jury with respect to any action in connection with the transaction hereunder or this Agreement. The waiver is knowingly, voluntarily, intentionally and willingly made by Seller and Purchaser. This provision is a material inducement for Seller and Purchaser entering into this Agreement. Seller and Purchaser are authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver of jury trial.

[Signature Page Follows]

The parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

Vernon K. Beiler (SEAL)
Vernon K. Beiler

Betty J. Beiler (SEAL)
Betty J. Beiler

PURCHASER:

GREEN HILLS LAND, LLC, a
Pennsylvania limited liability company

By: J. LaVern Horning
Name: J. LaVern Horning
Title: Chief Executive Officer

EXHIBIT A
Description of Property

ALL THAT CERTAIN tract or piece of land being Lot 3 of the Vernon K. Beiler Subdivision plan, situate the east side of Willow Glen Road, Township Road T-306, and the north side of State Route 23, in the Township of Caernarvon, County of Berks, and Commonwealth of Pennsylvania, being more fully bounded and described in accordance with a survey by Kent Surveyors and Engineers, as follows, to wit:

BEGINNING at a monument in the southeastern right-of-way line of Willow Glen Road, Township Road T-306 (53 feet wide), a corner of Lot 2; thence leaving said road along Lot 2 the eight following courses and distances: (1) South 53 degrees 31 minutes 08 seconds East 251.36 feet to a monument; (2) in an easterly direction by a line curving to the left having a central angle of 70 degrees 50 minutes 18 seconds, a radius of 166.50 feet, a distance along the arc of 205.85 feet and a chord bearing South 88 degrees 56 minutes 17 seconds East, a chord distance of 192.99 feet to a monument; (3) North 55 degrees 38 minutes 34 seconds East 164.99 feet to a monument; (4) South 84 degrees 33 minutes 42 seconds East 657.56 feet to a monument; (5) North 51 degrees 23 minutes 46 seconds East 200.07 feet to a monument; (6) South 64 degrees 44 minutes 21 seconds East 237.29 feet to a monument; (7) North 33 degrees 13 minutes 54 seconds East 40.39 feet to a monument; (8) South 64 degrees 44 minutes 21 seconds East 138.33 feet to a monument in line of Titus S. Kurtz and Esther M. Kurtz; thence along said lands the three following courses and distances: (1) South 33 degrees 13 minutes 29 seconds West 296.65 feet to a monument; (2) South 06 degrees 52 minutes 47 seconds West 324.40 feet to an axle; (3) South 77 degrees 43 minutes 38 seconds East 1121.37 feet to a monument; thence continuing along lands of Titus S. Kurtz and Esther M. Kurtz, and along lands of Gregory S. Hadden and Brenda L Hadden, South 09 degrees 35 minutes 54 seconds West 454.50 feet to a monument, a corner of lands of Michael A. Shoup, straw party; thence along said lands the two following courses and distances: (1) North 78 degrees 13 minutes 19 seconds West 148.00 feet to a monument; (2) South 13 degrees 06 minutes 41 seconds West 171.05 feet to a monument in the northern right-of-way line of State Route 23 (60 feet wide); thence along said right-of-way line, North 78 degrees 51 minutes 38 second West 557.49 feet to a monument in line of lands of Eugene Phillips and Betty Jean Phillips; thence leaving said right of way and along said lands, North 09 degrees 24 minutes 00 seconds East 269.82 feet to a monument; thence continuing along lands of Eugene Phillips and Betty Jean Phillips, and lands of Richard L. Wingenroth and Barbara A. Wingenroth and other lands of Eugene H. Phillips and Betty Jean Phillips, North 79 degrees 10 minutes 00 seconds West 400.00 feet to a monument; thence continuing along lands of Eugene H. Phillips and Betty Jean Phillips, South 09 degrees 15 minutes 06 seconds West 267.70 feet to a monument in the northern right-of-way line of State Route 23 (60 feet wide); thence along said right of way, North 78 degrees 36 minutes 45 seconds West 1390.46 feet to a monument in the eastern right-of-way line of Willow Glen Road, Township Road T-306 (53 feet wide); thence along said right of way the seven following courses and distances: (1) in a northerly by a line curving to the right having a central angle of 35 degrees 22 minutes 40 seconds, a radius of 23.50 feet, a distance along the arc of 24.70 feet and a chord bearing North 19 degrees 45 minutes 23 seconds West a chord length of 24.31 feet to a monument; (2) in a northwesterly direction by a line curving

to the left having a central angle of 80 degrees 02 minutes 57 seconds, a radius of 76.50 feet, an length of 106.88 feet, and a chord bearing North 28 degrees 38 minutes 13 seconds West, a chord length of 98.40 feet to a monument; (3) North 68 degrees 39 minutes 42 seconds West 56.49 feet to a monument; (4) in a northwesterly direction by a line curving to the right having a central angle of 22 degrees 56 minutes 27 seconds, a radius of 53.71 feet, and arc length of 21.51 feet, and a chord bearing North 57 degrees 11 minutes 24 seconds West, a chord length of 21.37 feet to a monument; (5) North 45 degrees 43 minutes 14 seconds West 398.95 feet to a monument; (6) in a northerly direction by a line curving to the right having a central angle of 82 degrees 40 minutes 22 seconds, a radius of 96.28 feet, a distance along the arc of 138.92 feet, and a chord bearing North 04 degrees 23 minutes 04 seconds West, a chord length of 127.18 feet to a monument; (7) North 36 degrees 57 minutes 07 seconds East 639.40 feet to a monument, the place of BEGINNING.

Being the same premises which Vernon K. Beiler and Betty J. Beiler, husband and wife, by Deed dated 4/11/2008 and recorded 5/29/2008 in Berks County in Record Book 5364 page 651 conveyed unto Vernon K. Beiler and Betty J. Beiler, husband and wife, in fee.