

## Agreement for Sale of Real Estate

Christian Willis Herr, II, with an address of 690 Central Manor Road, Lancaster, Pennsylvania 17603 (hereinafter called the "Seller") agrees to sell and convey to Penn Manor School District, located at 2950 Charlestown Road, Lancaster, Pennsylvania 17603 (hereinafter called "Buyer"), and Buyer agrees to purchase from the Seller, on the terms and conditions hereafter stated, the following real estate in Lancaster County, Pennsylvania (hereafter called "Premises") in lieu of condemnation:

An approximately 44.48 acre tract of land located in Manor Township, Lancaster County, Pennsylvania, and identified by Property ID number 410-70753-0-0000 and described on the attached Exhibit "A".

1. Price. The purchase price shall be Three Million Eight Hundred Seventy-five Thousand and No/100 Dollars (\$3,875,000). Upon the execution hereof, the Buyer shall pay to Seller, an earnest money deposit in the amount of One Hundred Thousand Dollars (\$100,000) (together with all interest thereon, the "Deposit"), to be held in an interest bearing escrow account by Buyer's title agent, Aardvark Abstracting Ltd., with an office at 33 North Duke Street, Lancaster, PA 17602-2842 (the "Title Agent"). If Settlement shall occur, the Buyer shall receive a credit against the Purchase Price in an amount equal to the Deposit, and the Buyer shall pay the remainder of the Purchase Price, as adjusted by the pro-rations and expenses required hereunder, to the Seller at Settlement by a cashier's or certified check, or title company or attorney escrow check, made payable to the Seller.

2. Special Provisions. The following condensed special terms printed in this Paragraph 2 for convenience, are amplified or restricted by, and are to be construed with, the more detailed provisions on subsequent pages of this Agreement:

- (a) State and local realty transfer tax, if any, to be paid: 100% by Buyer;
- (b) Real estate taxes to be apportioned on: fiscal year basis;
- (c) Special fixture inclusions: none;
- (d) Special fixture or other exclusions: All personal property and crops on the Premises owned by the tenant under the Farm Lease (as defined below);
- (e) Zoning is RL1 - Low Density Residential-Flex;
- (f) Premises is not in a Historic District; and
- (g) Possession is to be given subject to the following existing tenancy:  
A farm lease to Clifford L. Charles, which lease is more particularly described on Exhibit "B" attached hereto (the "Farm Lease").

- (h) Water and Sewer Disclosure. There are currently no water or sewer systems serving the Premises. Under the terms of the Pennsylvania Sewage Facilities Act of January 24, 1966, No. 537, P.L. 1535 as amended, Seller discloses that a community sewage system may not be available to the Premises. Further, a community water system may not be available to the Premises. Section 7 of the said Act provides that no person shall install, construct, request bid proposals for construction, alter, or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. It may be necessary for the Buyer to obtain a permit pursuant to the provisions of the Act, prior to the commencement of any construction on the Premises. Buyer acknowledges that Buyer has been advised by this notice, that prior to the signing of this Agreement, Buyer should contact the local authority for administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system, if desired. Seller makes no representation that such community system or any other utility systems or facilities are presently adequate for Buyer's use of the Premises and Buyer agrees to assume full responsibility for contacting any agencies or utility companies in order to obtain service to the Premises and for any fee incurred or payment required in connection therewith. This subparagraph (h) shall survive Settlement.

3. Settlement. Settlement shall be held on a date ("Settlement Date") selected by Buyer, which date shall in no event be later than December 31, 2010. Buyer's obligation to proceed to Settlement on the Settlement Date shall be subject to the Conditions in Paragraph 11 hereof having been satisfied or waived (or deemed waived) by Buyer. If Settlement fails to occur by December 31, 2010 and neither party is in default hereunder, this Agreement shall be null and void, unless otherwise agreed in writing by the parties, and neither party shall have any further liability to the other party, except as otherwise expressly provided herein to the contrary. Settlement shall be held at such attorney's or title company's office in Lancaster County, Pennsylvania, as Buyer may designate (unless some later time or other place shall hereafter be mutually agreed upon). Formal tender of deed and purchase money are waived.

4. Title.

(a) Seller shall convey to Buyer by special warranty deed, good and marketable fee simple title to the Premises, free of all liens and monetary encumbrances of Seller but subject to all other matters of public record, including, without limitation, all easements or other conditions of record and the Farm Lease (collectively, the "Permitted Exceptions"). Title shall be such as can be insured by a reputable title insurance company doing business in Lancaster County, Pennsylvania, at its regular rates.

(b) This sale (and the above-stated price), except for any exclusions stated in Paragraph 2(d), includes any: improvements, rights, privileges, appurtenances; and trees, shrubbery, flowers and/or plants in ground, now on or pertaining to the Premises.

5. Risk and Insurance.

(a) At Settlement, the Premises and all appurtenant property (except fuel) mentioned in Paragraph 4(b) shall be in substantially the same condition as at present, except for (i) ordinary reasonable wear and tear, (ii) material damage to the Premises for which full or partial recovery may be had under the Seller's or Buyer's insurance, (iii) damage caused by Buyer or its representatives or which occurs after Settlement and possession has been given to Buyer, (iv) any taking by eminent domain, and (v) farming related activities of the tenant under the Farm Lease.

(b) Seller represents that it has property and casualty insurance covering the Premises. Neither damage by any casualty insured against by Buyer or Seller nor any taking by eminent domain shall automatically avoid, impair or delay Buyer's obligation to make Settlement hereunder. Rather, Seller agrees to continue in force Seller's present property and casualty insurance until delivery of the deed at Settlement or possession to Buyer (whichever shall first occur), and in case of loss, will credit on account of the Purchase Price at Settlement, any insurance collected either by Seller or any mortgagee or other loss-payee of Seller therefor allocated to the Premises (or if not collected shall assign its rights of collection to Buyer at Settlement), and in the case of taking by eminent domain, will credit on account of the Purchase Price at Settlement, any award of compensation for the taking allocated to the Premises; provided, however that if the insurance proceeds or proceeds from the taking by eminent domain are not adequate in Buyer's reasonable judgment, Buyer may terminate this Agreement on the earlier of (i) December 31, 2010, or (ii) within thirty (30) days of Seller's written notice as to the amount of such proceeds.

6. Seller's Representations, Warranties and Covenants. The Seller hereby makes the following representations, warranties and covenants with respect to the Premises, in addition to all other representations, warranties and covenants expressly made by Seller herein:

(a) Title. The Seller has or will have at the Settlement Date, fee simple title to the Premises. Upon request of Buyer's title company, Seller's wife agrees to sign any reasonable title document confirming that she has no interest or claim in the Premises.

(b) Claims/Violation of Laws/Litigation and Condemnation. The Seller has received no written notice of any claims, actions, suits, proceedings or investigations, either administrative or judicial, pending by any governmental or private entity, against or affecting the Seller or the Premises, including, but not limited to, such alleged violations of statutes or regulations specifically regulating human health and the environment ("Environmental Laws"), which would be reasonably expected to result in costs or liability to Buyer in excess of One Hundred Thousand Dollars (\$100,000.00) (the "Threshold Amount"). The Seller has received no written notice of (i) any violation (including, but not limited to, Environmental Laws) of any law, regulation, rule, ordinance, order, judgment, writ, injunction, decree or code of any federal, state or local government or instrumentality or agency thereof, or any court, by either of the Seller or any other person with respect to the Premises or the use of the Premises; or (ii) action, suit or proceeding against the Seller or affecting the Premises, including, without

limitation, condemnation.

(c) Public Improvements; No Special Taxes/Assessments. To Seller's knowledge, all public improvements, including, but not limited to, present roadways, curbs, gutters, water mains, storm and sanitary sewers, to the Premises or any part thereof to the extent the responsibility of Seller have been paid for or bonded for completion. Seller has not received written notice of any assessment for any public improvement being made against the Premises which remains unpaid and Seller has not received written notice of any work being commenced on any public improvement being financed on an assessment basis benefiting the Premises, and no written notice or order has been received by the Seller from any governmental authority requiring the doing of work or correction of conditions on the Premises which has not been complied with.

(d) Operation of Premises. Between the date hereof and the date of Settlement, the Seller will not voluntarily take any action or fail to take action the result of which would have a material adverse effect on the Premises or the Buyer's ability to purchase the Premises or develop or use the Premises for School District purposes (the "Intended Use"), or which would cause any of the representations and warranties contained in this Paragraph 6 to be untrue as of Settlement, including without limitation, establishing building or use restrictions applicable to the Premises, or changing its zoning, tax assessment status or other property classification.

(e) Brokerage Commission. Seller has not engaged the services of, nor has it agreed to become liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee, commission or other amount with respect to the transactions described herein. Seller hereby agrees to indemnify and hold the Buyer harmless from and against any and all claims for any such brokerage or finder's fees, commissions or other amounts arising from any actions of Seller. Buyer has not engaged the services of, nor has it agreed to become liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee, commission or other amount with respect to the transactions described herein. Buyer hereby agrees to indemnify and hold the Seller harmless from and against any and all claims for any such brokerage or finder's fees, commissions or other amounts arising from any actions of Buyer. This Subparagraph (e) shall survive Settlement.

(f) Environmental Compliance.

(i) The Seller has never received any written notification, citation, complaint, violation, or notice of any kind relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of any Hazardous Materials (as defined under Environmental Laws), and to Seller's knowledge, neither the Seller nor the Premises is under any investigation with respect to any such matters.

(ii) Except as may be disclosed by Buyer's due diligence, to Seller's knowledge, there are no underground storage tanks present on the Premises.

(iii) The Seller shall indemnify, defend and hold the Buyer harmless from and against any and all loss, costs or expenses which the Buyer may incur due to any breach

of the foregoing representations and warranties of this Paragraph 6(f) or in connection with or arising out of any determination or assessment of any nature or kind by any federal, state or local authority with jurisdiction over environmental matters (including but not limited to any environmental protection agency or other administrative body or court) to the effect that any Environmental Laws have been violated by Seller for which remediation of the Premises is required beyond the Threshold Amount. The foregoing indemnification shall survive the Settlement of the transaction contemplated by this Agreement for a period of six (6) months.

(g) Zoning and Historic District status of Premises is as stated in Paragraph 2(e) and (f);

(h) Seller Diligence, Cooperation and Covenants; Buyer Remedies. The Seller will proceed as expeditiously as possible to perform all of the Seller's responsibilities under this Agreement. The Seller, at Buyer's cost, shall cooperate in good faith with the Buyer in its investigations of the Premises and shall sign such documents as may be reasonably necessary or appropriate for obtaining zoning changes, special exceptions, variances, land development approvals, any other necessary governmental approval or for completing Settlement, provided such documents are reasonably acceptable to Seller. The Seller shall not take any action inconsistent with this Agreement.

For the purposes of the representations and warranties of Seller set forth in this Agreement the words "to Seller's knowledge" shall be limited to being the actual knowledge and information (as distinguished from, and to exclude, what is exclusively constructive knowledge or receipt of constructive notice) of Seller, and shall expressly exclude any state of facts or matters of which Buyer has knowledge as of the Settlement Date. The representations and warranties contained herein shall survive Settlement for a period of six (6) months.

7. Apportionments, Assessments, Government Orders & Miscellaneous Costs.

(a) Sewer and water rents shall be apportioned to date of Settlement. Any rentals of tenants to whose possession Buyer is taking subject shall be apportioned to date of Settlement, at which time all oral or written leases shall be assigned and delivered to Buyer. Realty transfer taxes and annual real estate taxes shall be paid or apportioned as stated in Paragraphs 2(a) and (b).

(b) Preparing, obtaining and/or recording releases of mortgages or other monetary liens reasonably required by Buyer's attorney or title insurer to make Seller's title good and marketable or insurable at regular rates, shall be provided and/or paid for by Seller, provided such documents are reasonably acceptable to Seller.

(c) Preparation of the deed for the Premises, examination of title, title insurance at regular rates, title company services or Settlement fees, (whether purported to be billed against Buyer or Seller), and any surveys desired by Buyer (except for those necessary to furnish a legally adequate description), shall be paid by Buyer. Any escrow fees shall be equally split by

the parties.

(d) Buyer will be responsible for assessments for public improvements commenced and for connection fees and installation charges for any municipally required sewer or water connections to or on the Premises made, after the date of this Agreement. Work or correction of conditions required by any governmental authorities by orders issued after the date of this Agreement shall be performed by, and at the cost of, Seller if of minor and/or temporary nature and have a cost of less than One Thousand Dollars (\$1,000.00); but if greater than One Thousand Dollars (\$1,000.00), or of longer-term benefit to the Premises continuing after the Settlement Date, Buyer shall be solely responsible for the costs thereof.

8. Rescission, Defaults: Time of Essence.

(a) If either party shall default in performing any act herein required of him by the date specified therefor, the other party, by written notice to him at or after such default, shall provide the defaulting party a fourteen (14) day cure period, for performance of or remedying the defaulted act, and may make performance by the expiration of the cure period "of the essence of the contract." Notwithstanding anything herein to the contrary, in no event shall this Subparagraph (a) be construed to delay Settlement beyond December 31, 2010, without the express written agreement of both parties.

(b) If Seller is unable to give title as provided in Paragraph 4(a) and Seller is not otherwise in default hereunder, Buyer shall have the option either (i) to take such title as Seller can give, or (ii) to require Seller to return to Buyer all payments made to Seller on account of the Purchase Price, and thereafter neither party shall have any further liability to the other, except as otherwise provided herein.

9. Recording. A Memorandum of this Agreement may be recorded if signed by the parties.

10. Notice. All notices, requests, or other communications desired or required to be given under this Agreement shall be in writing, sent to the party at his above stated address, and shall be sent by (a) certified or registered mail, return receipt requested, postage prepaid, (b) national prepaid overnight delivery service, or (c) personal delivery with receipt acknowledged in writing.

11. Contingencies. This Agreement, and Buyer's obligations to make Settlement hereunder, are subject to the following conditions (each, a "Condition" and collectively, the "Conditions"), in addition to any other of Buyer's conditions precedent to Settlement as set forth herein:

(a) Within thirty (30) days after the date hereof, Buyer shall obtain a title commitment ("Title Commitment") from the Title Agent showing, to Buyer's reasonable satisfaction, that the Seller identified above as Christian Willis Herr, II is the sole record owner and equitable title holder of the Premises and that there are no exceptions that materially, adversely affect Buyer's Intended Use of the Premises. Buyer acknowledges that upon request of Buyer's Title Agent, Seller's wife agrees to sign any reasonable title document confirming that she has no interest or claim in the Premises.

(b) At Settlement, the Buyer shall be in a position to obtain an owner's title insurance policy, in form and substance consistent with the Title Commitment, from the Title Agent at or below its regularly scheduled rates subject only to the Permitted Exceptions.

(c) At Settlement, all of the Seller's representations and warranties made in this Agreement shall be true and correct as of the date of Settlement as if then made, the Seller shall have performed all of its covenants and other obligations under this Agreement and, if requested by Buyer, the Seller shall have executed and delivered to the Buyer at Settlement a certificate to the foregoing effect.

(d) The Buyer shall have ninety (90) days from the date of this Agreement (the "Study Period") within which to undertake any and all reasonable investigations and inspections regarding the Premises, including, without limitation: (i) an engineering study; (ii) a Phase I Environmental Assessment addressed to the Buyer and prepared at Buyer's expense and naming Seller as an additional person that may rely upon it; (iii) satisfactory assurances as to legal compliance of the Premises including, without limitation, zoning; (iv) any and all other investigations and inspections which the Buyer desires, in its reasonable discretion, in its evaluation of the Premises and its suitability for the Buyer's Intended Uses. Notwithstanding the foregoing, with respect to any environmental investigations and inspections beyond a Phase I Environmental Assessment identified above and that involve any actual sampling or testing, Buyer shall first provide Seller with a detailed scope of proposed work and obtain Seller's approval before proceeding. Before any study or work may be done on the Premises by Buyer or its representatives, satisfactory evidence of insurance, of a type, form and amount satisfactory to Seller in its reasonable discretion naming Seller as an insured must be provided. Buyer shall provide Seller with at least forty-eight (48) hour written notice before each and every entry onto the Premises. Buyer shall restore the Premises to at least as good as condition it was in prior to any entry or work done on the Premises by Buyer or its representatives; all test borings shall be abandoned using the highest standards of performance, which obligations shall survive termination of this Agreement. Buyer shall fully indemnify, defend (including without limitation attorneys and consultant fees asserting or defending) and hold harmless Seller and the tenant under the Farm Lease for any damages (including, without limitation crop damages), injury, consequences or claims associated with any investigations, inspections, tests or studies performed in relation to the Premises, which obligations shall survive termination of this Agreement or Settlement, as applicable. If the results of such tests and inspections reveal a material adverse condition on the Premises that is reasonably estimated to cost more than the Threshold Amount to remedy and Buyer and Seller are not able to negotiate a mutually acceptable allocation of the remedy costs within the Study Period, then the Buyer may terminate this Agreement prior to the expiration of the Study Period by written notice to the Seller, in which event the Deposit, shall be returned to the Buyer and the parties shall have no further liabilities to each other under this Agreement, except for obligations that shall survive termination of this Agreement. To facilitate the Buyer's inspections hereunder, the Seller will give to the Buyer and its representatives and agents reasonable access to the Premises at all reasonable times during the term of this Agreement, subject, however, to the terms of this Agreement and to the rights of the tenant under the Farm Lease. Buyer shall promptly provide Seller with complete and accurate copies of all reports, investigations, studies and tests, and such reports shall specifically be endorsed by their maker for Seller's reliance, which obligation

shall survive termination of this Agreement or Settlement, as applicable.

(e) On the Settlement Date, without the express permission of the Buyer, there shall have been no material and adverse change in the condition or legal compliance of the Premises from and after the end of the Study Period, including but not limited to: (i) changes to zoning; or (ii) violations of Environmental Laws. The Seller, at its expense, shall have maintained the Premises in at least as good condition as it is in as of the date hereof, normal wear and tear and the tenant's right to farm the Premises pursuant to the Farm Lease excepted.

(f) Within the Study Period, the Buyer shall receive assurances reasonably satisfactory to it that all utilities (including, but not limited to, water, storm and sanitary sewers, electricity and telephone) shall be available in sufficient quality and quantity and at suitable locations for the Buyer's Intended Use of the Premises.

(g) Within the Study Period, the Buyer shall reasonably determine, with such input from such professionals as Buyer deems appropriate, that the use and occupancy of the Premises for its Intended Use are permitted as a principal use under all laws applicable thereto without the necessity of any special use permit, special exception or other special permit, permission or consent. The Buyer shall have also determined that there are no other governmental regulations or restrictions affecting the Premises which would materially interfere with or preclude the Buyer's Intended Use of the Premises.

(h) Within the Study Period, the Buyer shall have obtained all authorizations required by its governing documents or required under all federal, state and local laws, rules, regulations and ordinances applicable to Buyer's purchase of the Premises, including, without limitation, if applicable (i) approval by the Pennsylvania Department of Education, and (ii) compliance with public hearing requirements. For the purpose of this Agreement, any such authorizations shall not be deemed to be issued until the expiration of any period within which someone could properly commence legal proceedings to challenge the issuance of such authorizations.

As to each Condition set forth above, Buyer shall have the right on or before expiration of the applicable time period designated above for each Condition, if such Condition remains unsatisfied, to either terminate this Agreement or waive the applicable Condition. If Buyer timely terminates this Agreement for the failure of a specific Condition, the Deposit shall be returned to Buyer and thereafter neither party shall have any further liability to the other, except as otherwise provided herein. If Buyer does not timely terminate this Agreement as to a Condition, such Condition shall be deemed waived by Buyer.

12. Waiver of Conditions. Buyer shall have the option of waiving any of the Conditions contained herein.

13. Discretion. As to any matter in this Agreement that requires Buyer's agreement or judgment, or that requires a matter or event to be satisfactory to Buyer, such agreement or judgment or satisfaction shall be determined by Buyer in its reasonable discretion.



14. Expenses. Unless stated otherwise in this Agreement, the parties specified in this Agreement to have responsibility for a particular obligation shall bear the entire expense of performing that obligation.

15. Failure or Completion of Settlement.

(a) If Settlement does not occur on or before the date specified in Paragraph 3 due to the breach of this Agreement by the Buyer, Seller shall retain the Deposit as Seller's sole and exclusive remedy hereunder, the retention of which shall constitute payment in the nature of liquidated damages and the Agreement shall be terminated null and void and Buyer shall have no further liability or obligation to Seller hereunder, except as otherwise provided herein. If Settlement does not occur on or before the date specified in Paragraph 3 due to the breach of this Agreement by Seller, Buyer shall be entitled to either (i) the return of its Deposit and reimbursement for its reasonable third party out-of-pocket costs up to a maximum of thirty thousand dollars (\$30,000.00), or (ii) pursue specific performance of this Agreement.

(b) If the Conditions are satisfied or waived (or deemed waived) and Buyer is not in default under this Agreement, Seller shall have the obligation to proceed to Settlement on the date selected by Buyer, which date shall not be later than December 31, 2010. If the Conditions are satisfied or waived (or deemed waived) or can be satisfied by Seller at Settlement, and Seller is not in default under this Agreement, Buyer shall have the obligation to proceed to Settlement on or before December 31, 2010.

16. Miscellaneous.

(a) The Paragraph headings have been inserted for convenience of reference only, and are not to be construed as a part of this Agreement.

(b) This Agreement supersedes and replaces all prior negotiations and any other agreement or agreements, oral or written, concerning the subject matter of this Agreement. This Agreement constitutes the entire agreement between the parties and shall not be amended or changed in any manner, except by amendment in writing, signed by both parties. Unless otherwise specified herein, this Agreement shall be binding on, and shall inure to the benefit of both parties, their respective representatives, heirs, successors and assigns.

(c) This Agreement shall not be assignable by either party without the written consent of the other. Notwithstanding the foregoing, Seller shall have the right, without the prior consent of Buyer, to assign this Agreement to one or more qualified intermediaries, escrow agents or other intermediaries. Seller, at any time at or prior to Settlement, may elect to effect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (and the regulations pertaining thereto). In the event of such election(s), Buyer expressly covenants and agrees to cooperate with Seller regarding any such exchange (which cooperation shall not be at any additional cost or liability to Buyer), including, without limitation, executing any and all documents (including escrow instructions or agreements consenting to Seller's assignment of its rights and obligations

hereunder to a qualified intermediary or other exchange entity) which may be reasonably necessary or appropriate to carry out such a like-kind exchange.

(d) The parties acknowledge and agree that this Agreement is executed in lieu of condemnation by the Buyer under its power of eminent domain.

(e) Buyer will proceed as expeditiously as possible and use commercially reasonable efforts to perform all of Buyer's responsibilities under this Agreement and to satisfy the Conditions.

(f) Except as expressly set forth in this Agreement, Seller has not made, and shall not be deemed to have made, and Buyer has not relied upon, any representation or warranty, either express or implied, to Buyer, or any person representing Buyer, or any person or entity upon which Buyer relies in purchasing the Premises as to any matter whatsoever concerning the Premises. BUYER EXPRESSLY AGREES TO ACCEPT THE PREMISES "AS IS" AND "WHERE IS" EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN TO THE CONTRARY. SELLER SHALL UNDER NO CIRCUMSTANCES BE DEEMED TO HAVE MADE, AND SELLER HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PREMISES AND EACH PART THEREOF, ANY ENVIRONMENTAL CONDITION WITH RESPECT TO THE PREMISES (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY HAZARDOUS MATERIALS, AS DEFINED IN ENVIRONMENTAL LAWS, IN, ON OR UNDER THE PREMISES), AND THE ADEQUACY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES OR ANY PART THEREOF, EXCEPT TO THE EXTENT OF THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED BY SELLER HEREUNDER. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION OR STRICT OR ABSOLUTE LIABILITY IN TORT, OCCASIONED BY OR ARISING IN CONNECTION WITH THE CONDITION OR ANY ALLEGED CONDITION OF THE PREMISES. Seller shall not be obligated to conduct any inquiry or investigation regarding the condition of the Premises in connection with this Agreement. Further and notwithstanding anything herein to the contrary, the remedies provided in this Agreement are Buyer's exclusive remedies against Seller for all matters, including, without limitation, those related to Environmental Laws, and such remedies are in lieu of all other remedies (including, without limitation, remedies under statutory, regulatory or common law). This Subparagraph (f) shall survive Settlement.

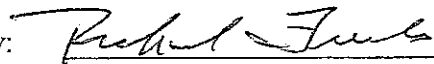
(g) This Agreement may be signed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall constitute full and complete execution hereof.

(h) THE PREPARATION, REVISION OR DELIVERY OF THIS AGREEMENT FOR EXAMINATION AND DISCUSSION SHALL NOT BE DEEMED TO BE AN OFFER TO SELL THE PREMISES BUT SHALL BE MERELY A PART OF THE NEGOTIATIONS BETWEEN SELLER AND BUYER. NEITHER PARTY HERETO SHALL HAVE ANY

OBLIGATION OR LIABILITY TO THE OTHER WHATSOEVER AT LAW OR IN EQUITY (INCLUDING ANY CLAIMS FOR DETRIMENTAL RELIANCE OR PROMISSORY ESTOPPEL) UNLESS AND UNTIL SUCH TIME AS BOTH PARTIES SHALL HAVE EXECUTED AND DELIVERED THE ATTACHED AGREEMENT TO THE OTHER

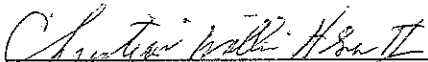
IN WITNESS WHEREOF, this Agreement, with intent to be legally bound hereby, is executed on the latest date indicated below.

BUYER: PENN MANOR SCHOOL DISTRICT:

By: 

Date: 9/7/2010

SELLER:

  
Christian Willis Herr, II

Date: 9/13/2010

#### JOINDER

The undersigned, with intent to be legally bound, joins in this Agreement for the sole purpose of agreeing to comply with Paragraph 6(a) and the last sentence of Paragraph 11(a) above.

  
Martha F. Herr

Date: 9/13/2010

**Exhibit "A"**

[Attach Deed]

FEB 27 1998

998012009

I Certify This Document To Be  
Recorded in Lancaster Co. Pa.



STEVE McDONALD  
Recorder of Deeds

RECORDED OR FILED

98 FEB 27 AM 11:08

RECORDER OF DEEDS  
LANCASTER, PA.

2700  
275

LAW OFFICES of XAKELLIS, REESE & PUGH  
A PROFESSIONAL CORPORATION, 129 E. ORANGE ST., LANCASTER, PA 17602

THIS DEED

Made the 5th day of FEBRUARY, in the  
year Nineteen Hundred Ninety-Eight (1998).

BETWEEN CLERK OF COURT, COURT OF COMMON PLEAS IN AND FOR LANCASTER  
COUNTY, PA, ORPHANS' COURT DIVISION, party of the first part  
(hereinafter called GRANTOR) and CHRISTIAN WILLIS HERR, II, of the  
Township of Manor, County of Lancaster and Commonwealth aforesaid,  
party of the second part (hereinafter called GRANTEE);

WITNESSETH, That in consideration of Two Hundred Seventy-Seven  
Thousand (\$277,000.00) Dollars, in hand paid, the receipt whereof is  
hereby acknowledged, the said GRANTOR does hereby grant and convey  
unto the said GRANTEE, his heirs and assigns,

ALL THAT CERTAIN lot or tract of land, situate on the South  
side of Charlestown Road (T-597), in the Township of Manor, County of  
Lancaster and Commonwealth of Pennsylvania, (Tax Map No. 14H-3-2;  
District No. 410), and being more fully bounded and described in  
accordance with Exhibit "A" attached hereto and incorporated herein by  
reference.

AND the GRANTOR does hereby specially warrant the property

TAXES

Pa. 2770.00

Local 1385.00

Local 1385.00

Manor Twp

Penn Manor

1

5635

0227

DIST 410 MAP 14H BLK 3 LOT 2

WT 50 OF 13.00 AM 11:50 PM 27.00

hereby conveyed.

IN WITNESS WHEREOF, said GRANTOR has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

J. R. Toms

CLERK OF ORPHANS' COURT, COURT OF  
COMMON PLEAS OF LANCASTER COUNTY, PA  
ORPHANS' COURT DIVISION

By: C. Thomas Walker, Jr.  
C. Thomas Walker, Jr., Clerk of Court

COMMONWEALTH OF PENNSYLVANIA:

: SS:

COUNTY OF LANCASTER

On this, the 5<sup>th</sup> day of February, 1998, before me, the undersigned officer, Judge of the Orphans' Court Division, of the Court of Common Pleas in and for Lancaster County, PA, personally appeared C. Thomas Walker, Jr., Clerk of Orphans' Court, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

My Term Expires the First  
Monday of January, 2004.

James P. Callahan  
Judge

I HEREBY CERTIFY that the precise address of the GRANTEE herein is 690 Central Manor Road (Manor Township), Lancaster, PA 17603.

XAKELLIS, REESE & PUGH

By: George C. Xakellis  
George C. Xakellis, Esquire

LAW OFFICES XAKELLIS, REESE, GARMAN & PUGH  
A PROFESSIONAL CORPORATION, 129 E. ORANGE ST., LANCASTER, PA 17602

EXHIBIT "A"

Attached to the Deed from Clerk of Orphans Court - Court of  
Common Pleas in and for Lancaster County, PA, GRANTOR to  
Christian Willis Herr, II, GRANTEE

ALL THAT CERTAIN lot or tract of land, situate on the South  
side of Charlestown Road (T-597), in the Township of Manor, County of  
Lancaster, Commonwealth of Pennsylvania, as shown on a plan prepared  
by RETTEW Associates, Inc., dated December 8, 1995, drawing number  
951683-01 and being more fully bounded and described as follows:

BEGINNING AT A POINT, a P.K. (set) in or near the centerline of  
Charlestown Road (T-597), said point being the Northeast corner of  
herein described tract and also being the Northwest corner of lands  
now or formerly of Penn Manor School District; thence along lands of  
said Penn Manor School District, the following five (5) courses and  
distances: (1) South fourteen (14) degrees, Thirty-two (32) minutes,  
Fifty-seven (57) seconds East (astronomic), a distance of Five Hundred  
Eighty-five and Seventy-five one-hundredths (585.75) feet to a rebar  
(set); (2) South Ten (10) degrees, Twenty-nine (29) minutes, Fifty-  
four (54) seconds East, a distance of Five Hundred and Fifteen and  
Seventy-eight one-hundredths (515.78) feet to a rebar (set); (3) South  
Forty-two (42) degrees, Fourteen (14) minutes, Forty-eight (48)  
seconds East, a distance of Three Hundred Thirteen (313) feet to a  
rebar (set); (4) South Seventeen (17) degrees, Fourteen (14) minutes,  
Sixteen (16) seconds East, a distance of Two Hundred Fifteen (215)  
feet to a rebar (set); and (5) North Seventy-two (72) degrees, Forty-  
five (45) minutes, Forty-eight (48) seconds East, a distance of Two  
Hundred Eighty-four (284) feet to a rebar (set); thence along lands  
now or formerly of Manor Township, South Seventeen (17) degrees,  
Fourteen (14) minutes, Sixteen (16) seconds East, a distance of Three  
Hundred Seventy One and Forty-two one-hundredths (371.42) feet to a  
rebar (set); thence along lands now or formerly of Roy H. Charles,  
South Seventy-three (73) degrees, Twenty-eight (28) minutes, Thirty-  
two (32) seconds West, a distance of One Thousand Three Hundred  
Seventy-five and Ninety-nine one hundredths (1,375.99) feet to a rebar  
(set); thence along lands now or formerly of Robert and Geraldine B.  
Shuman (lot 1A recorded in Subdivision Plan Book J-131-108), now or  
formerly of James P. and Dawn M. Doman (lot 6 recorded in Subdivision  
Plan Book J-149-64) and now or formerly of Samuel L. and Cynthia L.  
Bigler (lot 7 recorded in Subdivision Plan Book J-149-64), North  
Fifteen (15) degrees, Thirteen (13) minutes, Fifteen (15) seconds  
West, a distance of Eight Hundred Ninety-four and Nine one-hundredths  
(894.09) feet to a stone (found); thence along lands nor or formerly  
of Abram K. and Anna May Fisher the following three (3) courses and  
distances: (1) North Fifteen (15) degrees, Thirty-seven (37) minutes,  
Forty-three (43) seconds West, a distance of Four Hundred Sixty Three  
(463) feet to a stone (found); (2) North Seventy-one (71) degrees,

Forty-one (41) minutes, Thirty-two (32) seconds East, a distance of Two Hundred Twenty-Five and Twenty-three one-hundredths (225.23) feet to a stone (found); and (3) North Fifteen (15) degrees, Sixteen (16) minutes, Seventeen (17) seconds West, a distance of Five Hundred Eighty-four and Eighty-two one-hundredths (584.82) feet to P.K. (set) in or near the centerline of Charlestown Road; thence in and along the centerline of Charlestown Road, North Seventy-two (72) degrees, Twenty-two (22) minutes, Three (03) seconds East, a distance of Seven Hundred Fifty-Seven and Eighty-six one-hundredths (757.86) feet to the POINT OF BEGINNING.

Containing: 44.481 acres

BEING PART OF THE SAME PREMISES which Girvin Herr, Robert C. Herr and John G. Herr, Executors of the Estate of C. Willis Herr, by their deed dated June 5, 1958 and recorded June 5, 1958 in the Office of the Recorder of Deeds in and for Lancaster County, PA, in Deed Book I, Volume 46, Page 332, granted and conveyed unto John G. Herr, his heirs and assigns.

AND THE SAID John Girvin Herr, a/k/a John G. Herr, died July 12, 1995, leaving a Will dated February 5, 1995, duly probated August 1, 1995 and remaining of record in the Office of the Register of Wills in and for Lancaster County, PA, to 1995 Term No. 1140, wherein he appointed Christian Willis Herr, II Executor to whom Letters Testamentary were granted.

AND THE SAID Christian Willis Herr, II by Final Decree entered and filed December 3, 1997 to Term No. 36-1995-1140 was given authority in his individual capacity to purchase subject premises herein and that for this purpose, the deed be executed by the Clerk of Orphans' Court Division of the Court of Common Pleas in and for Lancaster County, PA, and accordingly notarized by its Judge.

(Tax Map No. 14H-3-2; District 410)

(1998-310;COC2WILL.JGH)

02/27/98 11:07AM 010W5927	AXX
PA TAX	\$2770.00
02/27/98 11:07AM 010W5927	AXX
LOCAL TX	\$1385.00
02/27/98 11:07AM 010W5927	AXX
LOCAL TX	\$1385.00



XAKELLIS, REESE & PUGH, a Professional Corporation  
129 East Orange Street, Lancaster, PA 17602

JOINDER

I, CHRISTIAN WILLIS HERR, II, EXECUTOR of the estate of JOHN GIRVIN HERR, a/k/a JOHN G. HERR, deceased, as an additional GRANTOR, join into this conveyance in order to release, quitclaim and discharge unto CHRISTIAN WILLIS HERR, II, individually and as GRANTEE, all the right, title and interest of the Estate of JOHN GIRVIN HERR, a/k/a JOHN G. HERR, deceased, in and to the premises herein conveyed.

DATED:  
February 26, 1998

ESTATE of JOHN GIRVIN HERR,  
a/k/a JOHN G. HERR, deceased

By: Christian Willis Herr II  
CHRISTIAN WILLIS HERR, II  
Executor

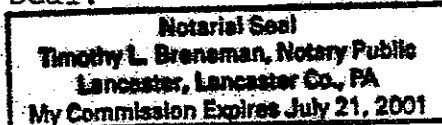
COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF LANCASTER :

On this, the 26th day of February, 1998, before me, the undersigned officer, personally appeared Christian Willis Herr, II, Executor of the Estate of JOHN GIRVIN HERR, a/k/a JOHN G. HERR, deceased, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within deed and acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained.

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



Timothy L. Breneman  
notary public

(1998-901;joinder.CWH)

**Exhibit "B"**

Oral Lease currently between Seller and Clifford L. Charles of 2827 Charlestown Road, Lancaster, PA 17603.

Basic Terms of Oral Lease:

Term: Year to Year

Rent: \$854.17 per month is currently being paid

Use: For farming purposes