

## SECOND AMENDMENT TO AGREEMENT OF SALE

THIS SECOND AMENDMENT TO AGREEMENT OF SALE (this “**Amendment**”) made as of March 18, 2024, is by and between **CREBILLY FARM FAMILY ASSOCIATES, L.P.**, a Pennsylvania limited partnership (“**Seller**”) and **WESTTOWN TOWNSHIP BOARD OF SUPERVISORS**, the governing body of a Pennsylvania Municipality of the Second Class (“**Buyer**”).

### W I T N E S S E T H:

Buyer and Seller entered into an Agreement of Sale dated April 4, 2022, amended by a First Amendment to Agreement of Sale dated as of March 17, 2023 (the “AOS”) providing for the sale by Seller to Buyer of the Purchase Area as described in the AOS. Buyer and Seller intend to modify certain terms of the AOS as provided in this Amendment. **Exhibit A** attached to this Amendment shows the sources of funding of the Purchase Price and a current funding gap of approximately \$2,834,000 (the “Funding Gap”).

NOW, THEREFORE, the undersigned, with the intention to be legally bound hereby, and in consideration of the mutual promises herein, agree as follows:

1. Section 2 Contingencies. The provisions of the AOS relating to the Funding Contingency and the Bond Offering are amended as follows:

(a) The Funding Contingency shall mean the raising of an amount equal to the Funding Gap, to be accomplished through the efforts of Buyer and Natural Lands Trust. Buyer shall use commercially reasonable efforts to cause the Funding Contingency to be satisfied at the earliest possible date and shall keep Seller informed of its progress in achieving the Funding Contingency. Seller shall have the right to reduce the Funding Gap, in whole or in part, by reducing the Purchase Price or by contributing funds to enable Buyer to complete Closing.

(b) The Bond Offering shall occur at such time as is necessary in Buyer’s determination to timely provide Buyer funds for Closing and payment of the remaining balance of the Promissory Note.

2. Closing Date. Section 9 of the AOS is deleted and replaced with the following:

Closing under this Agreement (the “**Closing**”) is to take place at the offices of the title company insuring Buyer’s interest in the Purchase Area or at another location that is mutually agreeable to Buyer and Seller. Unless otherwise agreed by Buyer and Seller in writing, Closing shall occur within sixty (60) days after the Funding Contingency has been satisfied, but no later than December 18, 2024, provided that neither Buyer nor Seller has exercised any right it may have to void or rescind this Agreement. Notwithstanding, the Closing date may be extended beyond December 18, 2024, upon written consent of both parties.

3. Promissory Note. Buyer will continue quarterly Promissory Note payments to Seller of \$60,000 and will pay the balance of the Promissory Note within five (5) business days of the closing of the Bond Offering and no later than December 18, 2024 (an extension of the September 1 due date).

4. Termination Rights. Section 16 of the AOS is deleted and replaced with the following:

Buyer may terminate this Agreement by written notice to Seller if the Funding Contingency has not been satisfied to the reasonable satisfaction of Buyer by September 3, 2024, provided that written notice of such termination is provided to Seller not later than September 6, 2024. If Buyer elects to terminate the AOS pursuant to its termination right, then Seller can void the termination by notice to Buyer, upon which Seller will be obligated to fund the then remaining Funding Gap up to \$2,334,000 and Buyer will be obligated to fund any then remaining Funding Gap in excess of \$2,334,000 up to \$500,000. Any grant funds received in reduction of the current \$2,834,000 Funding Gap will first reduce Buyer's \$500,000 funding commitment and Seller's \$2,334,000 funding commitment equally, then after Buyer has received \$500,000, any additional grant funds will further reduce Seller's commitment. References to "grant funds" shall include any received after Closing.

5. Chester County Grant. Buyer will "bridge" the deferred receipt of \$3 million from Chester County Preservation Partnership Program grant to be received after 2024.

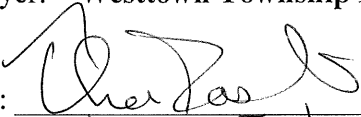
6. Full Force and Effect. As amended by this Amendment, the AOS shall remain in full force and effect. The provisions of this Amendment shall control notwithstanding any provisions of the AOS to the contrary.

7. Counterparts. This Amendment may be executed in counterparts, all of which shall be deemed originals. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties hereto. Delivery of an executed counterpart of this Amendment by an email attachment shall have the same binding effect as delivery of an executed original.

[SIGNATURES ON FOLLOWING PAGE]

Seller and Buyer have signed and delivered this Amendment the day and year first above written.

Buyer: **Westtown Township Board of Supervisors**

By:  \_\_\_\_\_ (SEAL)

Name: Thomas Foster

Title: Chair, Westtown Board of Supervisors

Seller: **Crebilly Farm Family Associates, L.P.**

By: \_\_\_\_\_

Name: James K. Robinson III

Title: General Partner

By: \_\_\_\_\_

Name: David M. Robinson

Title: General Partner

Seller and Buyer have signed and delivered this Amendment the day and year first above written.

Buyer: **Westtown Township Board of Supervisors**

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

Seller: **Crebilly Farm Family Associates, L.P.**

By: James K. Robinson III  
Name: James K. Robinson III  
Title: General Partner

By: David M. Robinson  
Name: David M. Robinson  
Title: General Partner