

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") by and between PETERSON ANTHONI MALS ("Seller") and CE-South Fayette, LP or related assigns, a limited liability company ("Purchaser") is made and entered into as of the last date this Agreement is executed by Seller or Purchaser (the "Effective Date").

### **Recitals:**

WHEREAS, Seller is the owner of a certain property identified as Millers Run Rd in the City of Bridgeville, County of 946 South Fayette, Commonwealth of Pennsylvania identified as Block and Lot Parcel ID 0256-L-00001-0000-00, as such property is more fully described at Deed Book Volume 10562, page 390 (the "Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property, pursuant to the terms, provisions, and conditions herein.

NOW, THEREFORE, intending to be legally bound the parties hereto agree as follows:

### 1. PURCHASE AND SALE OF PROPERTY.

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Property. The Property shall be conveyed together with all privileges, rights, easements and appurtenances belonging to such land, and all right, title and interest (if any) of Seller in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land, and all right, title and interest (if any) of Seller in all mineral and development rights appurtenant to such land and with all of the rights and privileges attributable to ownership of the Property.

### 2. PURCHASE PRICE AND DEPOSIT.

2.1 The purchase price for the Property shall be [REDACTED] (the "Purchase Price").

2.2 Within three (5) days of the Effective Date, Purchaser shall deposit with Pioneer Land Settlement, Inc. (hereinafter "Title Company") as escrow agent, a deposit in the amount of [REDACTED] (the "Deposit") to be held in a non-interest bearing account.

2.3 At Closing, the Deposit shall be applied to the Purchase Price.

### 3. TITLE.

3.1 Title to the Property shall be conveyed to Purchaser at Closing in fee simple by general Warranty Deed, in a form and substance satisfactory to Purchaser's counsel.

3.2 Purchaser shall obtain a Commitment for Title Insurance from the Title Company, committing to insure upon the payment of a requisite premium at standard rates that Purchaser shall own good and indefeasible fee simple title to the Property, subject only to the

Permitted Exceptions, as defined herein.

3.3 The term "Permitted Exceptions", as used herein, shall mean (i) the lien of real estate taxes not yet due and payable, (ii) all matters revealed in the Title Commitment obtained by Purchaser and approved by Purchaser, (iii) all existing building, zoning and other city, state, county or federal laws, codes and regulations affecting the Property, (iv) any existing general utility easements serving the Property, provided such existing utility easements would not materially interfere with Purchaser's intended use of the Property as determined by Purchaser in its sole discretion, and (v) any title exception created directly by any act or omission of Purchaser or its representatives, agents, employees or invitees.

3.4 Notwithstanding anything to the contrary in this agreement, Seller shall pay all costs of clearing title.

#### 4. DUE DILIGENCE PERIOD.

4.1 Purchaser, at Purchaser's sole expense, shall have the right for a period of [REDACTED] days from the Effective Date (the "Due Diligence Period"), at any time, to perform any due diligence at its sole cost and expense that it deems proper, including but not limited to, survey and title review, environmental review, structural review, roof evaluation, electrical and plumbing review, and zoning review. Purchaser may elect, at its sole discretion, during the Due Diligence Period, to terminate this Agreement for any reason (or for no reason whatsoever) and receive the prompt refund of the Deposit. Purchaser shall elect to terminate this Agreement by providing written notice delivered to Seller prior to the expiration of the Due Diligence Period notifying Seller that Purchaser is terminating this Agreement. In the absence of such notice, this Agreement shall remain in full force and effect.

4.2 Seller shall provide to Purchaser, within five (5) days after the Effective date of this Agreement, to the extent such are available to Seller, a copy of all plans, drawings, and blueprints pertaining to the Property, any existing title insurance policies covering the Property, a copy of any site plans and/or surveys for the Property, and a copy of any environmental reports.

4.3 The Purchaser shall have one (1) successive option to extend the term of the Due Diligence Period for periods of thirty (30) days each. To exercise an option to extend the term of the Due Diligence Period, Purchaser must notify Seller in writing to be received by Seller on or before the end of the Due Diligence Period, as extended, pursuant to the notice provisions set forth below in this Agreement.

#### 5. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby represents and warrants the following to the Purchaser as of the date Seller signs this Agreement and as of the Closing:

5.1 Seller is the record owner in fee simple of the Property, and the Property will be on the Closing date free and clear of all liens and encumbrances except for Permitted Exceptions, as defined herein.

5.2 Seller possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein. The execution and delivery by Seller of this Agreement and the performance and consummation by Seller of the transaction

contemplated by this Agreement have been duly and validly authorized by all requisite and necessary company and other internal action on the part of Seller.

5.3 No suit, action, arbitration, or legal, administrative, or other proceedings, including but not limited to condemnation proceeding, is pending or has been threatened against the Property or against the Seller with respect to the Property.

5.4 No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending or threatened against Seller, or any partner of Seller and Seller has no intention of filing or commencing any such action or proceeding.

5.5 There are no existing or pending contracts of sale, leases, options to purchase, or rights of first refusal (or the like) with respect to the Property.

5.6 Seller is not a "foreign person" as defined in the Foreign Investment in Real Property Tax Act of 1980, as amended.

5.7 The Property is not subject to any protest or appeal proceedings related to real property taxes.

5.8 Seller has not received any written notice indicating that the Property is in violation, or that with the giving of notice or the passage of time would be in violation, of any applicable law, enactment, statute, code, ordinance, rule, regulation, judgment, writ, injunction, authorization, covenant, condition, restriction or agreement, or other direction or requirement of any governmental authority.

5.9 Neither Seller nor any affiliate or agent or contractor of Seller has disposed of or otherwise released any Hazardous Substances on the Property. To the best of Seller's knowledge, there are no Hazardous Substances present on the Property. Seller further warrants that until termination of this Agreement or delivery of possession of the Property to Purchaser, neither Seller nor any agent of Seller will cause or permit any Hazardous Substance to be disposed of or released or present on, over, beneath, in or upon the Property or to exist on or within any portion of the Property. "Hazardous Substances" shall mean asbestos (including asbestos in friable form), polychlorinated biphenyls, petroleum products, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act, as amended, (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §2601, et seq.), any Environmental Laws. "Environmental Laws" means any federal, state or local statutes, laws, regulations, rules, decrees, orders, judgments, stipulations, ordinances, policies or common law related to the protection of human health and the environment or the use, handling, treatment, storage, disposal, release, remediation or transportation, or exposure of persons to, Hazardous Substances.

5.10 The representations and warranties of this Section 5 shall survive Closing.

## 6. CLOSING.

6.1 The consummation of the contemplated transaction (the "Closing") shall be held at the offices of Pioneer Land Settlement, Inc., in Pittsburgh, Pennsylvania, not later than thirty (30) days after expiration of the Due Diligence Period, including any extensions, time being of the essence. The exact date and time of the Closing shall be designated by mutual agreement of the Seller and Purchaser upon notice to Seller of not less than five (5) days. The Title Company shall be responsible at the Closing for preparing the settlement statement, causing all documents to be recorded, disbursing all closing proceeds, and otherwise conducting settlement.

6.2 The following apportionments shall be made between the parties at the Closing:

(a) Real estate taxes, personal property taxes, special assessments, if any, on the basis of the fiscal or calendar period for which assessed.

(b) Water and sewer service charges and charges for gas, electricity, telephone and all other public utilities. If there are meters measuring the consumption of water, gas or electric current, Seller shall, not more than one day prior to the Closing date, if possible, cause such meters to be read, and shall pay all utility bills for which Seller is liable upon receipt of statements therefor. Purchaser shall be responsible for causing such utilities and services to be changed to its name and shall be liable for and shall pay all utility bills for services rendered after the Closing.

(c) All other charges and fees customarily prorated and adjusted in similar transactions in Pennsylvania.

6.3 At the Closing, Seller shall deliver to Purchaser, the following:

(a) A recordable Warranty Deed as required by Section 3.1 of this Agreement, conveying the Property in fee simple to Purchaser.

(b) A certificate, dated as of the Closing date, to establish that Seller is not a foreign person for the purposes of the Foreign Investment in Real Property Tax Act.

(c) Exclusive physical possession of the Property in its "AS IS" condition with all personal property removed, together with all books and records in Seller's possession or control and all keys.

(d) Such customary owner's title affidavits and gap indemnities as may be required by the Title Company in order to issue the title policy subject only to the Permitted Exceptions and without exception for parties in possession, mechanics' or materialmen's liens, unrecorded easements or matters first appearing of record after the effective date of the most recent Title Commitment but prior to the conveyance of the Property to Purchaser.

(e) If Seller is a business entity other than an individual, a Pennsylvania Good Standing Certificate, copies of the organizational documents for the Seller, and resolutions of Seller approving this Agreement and the transaction contemplated hereby and authorizing the execution and delivery of this Agreement, the completion of the transaction contemplated hereby and the execution and delivery of all documents required to be executed and delivered by Seller.

(f) Such other documents, instruments and affidavits as may be reasonably requested by Purchaser or the Title Company to effectuate the transaction contemplated by this Agreement and to induce the Title Company to insure title to the Property as described herein.

6.4 At the Closing, Purchaser shall deliver to Seller, the following:

(a) The balance of the Purchase Price, less the Deposit and subject to the prorations and credits set forth herein, payable in certified funds or by Federal Reserve Bank wire transfer to the Title Company on or prior to Closing.

(b) Such other documents, instruments and affidavits as may be reasonably requested by Seller or the Title Company to effectuate the transaction contemplated by this Agreement and to induce the Title Company to insure title to the Property as described herein.

6.5 Purchaser shall pay the costs and expenses associated with the following: (i) all costs of Purchaser's due diligence, including fees due its consultants and attorneys, (ii) all lenders' fees related to any financing to be obtained by Purchaser, (iii) all recording and filing charges in connection with the instruments by which Seller conveys the Property, (iv) all premiums and charges of the Title Company for the Title Commitment and the Owner's (and any mortgagee's) Title Policy (including endorsements), (v) the cost of the Survey, (vi) one-half of the transfer taxes, documentary stamp taxes and similar charges, if any, applicable to the transfer of the Property to Purchaser. The obligations of the Purchaser under this Section 6.5 shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

6.6 Seller shall pay the costs and expenses associated with the following: (i) all fees due its attorneys and consultants, (ii) all reasonable costs incurred in connection with causing the Title Company to remove any title objections required to be removed or otherwise cured by Seller, (iii) all costs incurred in connection with the satisfaction of monetary liens on the Property, including any costs related to recording of any satisfaction or termination documents, and (iv) one-half of the transfer taxes, documentary stamp taxes and similar charges, if any, applicable to the transfer of the Property to Purchaser, and (v) a customary and reasonable settlement fee. The obligations of the Seller under this Section 6.6 shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

## 7. RISKS OF LOSS; MAINTENANCE OF PROPERTY.

Risk of loss of the Property shall remain upon the Seller until Closing and delivery of possession to Purchaser. Seller shall maintain the Property in as good condition as it is now, except for ordinary wear and tear, until delivery of the same to Purchaser. Seller shall maintain such fire and casualty insurance as it has in force at this time. Purchaser understands that Purchaser may have an insurable interest in the Property upon the signing of this Agreement and, in order to protect Purchaser's own interest in the Property, Purchaser may retain or place in force adequate fire and casualty insurance with extended coverage on the Property as of the Effective Date of this Agreement.

## 8. EMINENT DOMAIN; CASUALTY.

After the Effective Date, in the event Seller receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain, or if any part

of the Property is damaged or destroyed by casualty, Seller will forthwith notify Purchaser of same, and Purchaser shall have the option to: (i) proceed under this Agreement and obtain by assignment or otherwise all damages to which the owner of the Property may be entitled pursuant to the Pennsylvania Eminent Domain Code, or under any insurance policy of Seller, as applicable; or (ii) void this Agreement whereupon no party shall have any further duty or liability to the other. Notwithstanding the foregoing, if the Property is damaged by fire or casualty, and such damage can be repaired or reconstructed prior to the Closing in a good and workmanlike manner to the reasonable satisfaction of Purchaser, the Purchaser shall not have the right to terminate the Agreement.

## 9. REMEDIES.

9.1 In the event Seller materially fails to perform or breaches any of its representations, warranties or covenants to be performed by Seller under this Agreement, or Seller materially misrepresents any fact or circumstance, Purchaser shall be entitled (a) to enforce specific performance of this Agreement; (b) to bring suit for all damages suffered by reason of such failure and all of Purchaser's costs and expenses, including reasonable attorneys' fees; or (c) to terminate this agreement and have the Deposit and any Additional Deposit returned to Purchaser. Each remedy under this Section 9.1 may be cumulative and not exclusive.

9.2 If Purchaser defaults in its performance of any term, covenant, condition, or obligation under this Agreement, including the obligation of Purchaser to purchase the Property if all conditions precedent to such obligations have been satisfied, Seller shall be entitled to receive as complete liquidated damages the Deposit and any Additional Deposit as liquidated damages. The parties acknowledge that the Deposit and any Additional Deposit represents a reasonable effort to ascertain the damages to Seller in the event of a Purchaser default, which damages are difficult or impossible to quantify. Seller waives all other remedies.

9.3 A failure by either party to perform any act required by it under this Agreement, other than the requirement to close if all conditions have been met, shall not be deemed a default under this Agreement until such party has received written notice from the other party setting forth the alleged failure, and such failure has not been cured within five (5) days of receipt of such notice.

## 10. BROKERAGE COMMISSION.

Purchaser and Seller acknowledge that no brokerage commission is payable in connection with this transaction. Each of the parties hereto agrees to indemnify and hold the other harmless from claims made by any other broker, attorney or finder claiming through such party for a commission, fee or compensation in connection with this Agreement or the sale of the Property hereunder. The provisions of this Section 10 shall survive Closing.

## 11. ASSIGNMENT.

11.1 Neither party shall assign or transfer or permit the assignment or transfer of its rights or obligations under this Agreement without the prior written consent of the other, any such assignment or transfer without such prior consent being hereby declared to be null and void; provided, however, that Purchaser shall have the right to assign this Agreement to an Affiliate, whose direct or indirect ownership is at least 51% of the ownership of the Purchaser,

upon written notice to Seller no later than two (2) days prior to the Closing date, and such assignee(s) shall assume Purchaser's rights and obligations under this Agreement.

11.2 In the event either party consents to an assignment of this Agreement by the other for which consent is required, no further assignment shall be made without another written consent from the consenting party, unless the assignment may otherwise be made without consent under this Agreement. An assignment by either Seller or Purchaser of its interest in this Agreement shall not relieve Seller or Purchaser, as the case may be, from its obligations, but this Agreement shall then inure to the benefit of, and be binding on, the assignee's successors, heirs, legal representatives and assigns.

11.3 If Seller or Purchaser reasonably determine that an assignment of this Agreement may be subject to the imposition of realty transfer tax or other applicable taxes, then the parties shall terminate this Agreement effective prior to Closing. In the event of such termination, the parties hereby agree that Seller and Purchaser (or Purchaser's assignee) shall enter into a new purchase agreement immediately following the termination of this Agreement, which shall contain the same terms and conditions as this Agreement, except as otherwise agreed by the parties in advance. In addition to the foregoing, the parties hereby acknowledge and agree that any termination of this Agreement as contemplated by this Section 11.3 shall not constitute a default under this Agreement or result in the disbursement of any portion of the Deposit and any Additional Deposit, and, upon such termination, the Deposit and Any Additional Deposit shall be treated as if they were delivered to Purchaser and repaid to the Title Company. The parties shall execute and deliver such additional documents, instruments and certificates as may be reasonably requested by either party to evidence the transactions described in this Section 11.3.

## 12. GENERAL PROVISIONS.

12.1 The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives.

12.2 Notices and other communications required by this Agreement shall be in writing and (i) delivered by hand with receipt; (ii) sent by recognized overnight delivery service; (iii) sent by certified or registered mail, postage prepaid, with return receipt requested; or (iv) by electronic mail with a confirmation copy sent by another method permitted under this Section. All notices shall be addressed as follows:

If to the Seller:	PETERSON ANTHONI MALS 754 Windows Road, Smicksburg, PA 16256
If to the Purchaser:	Cozza Enterprises LLC 295 Myoma Rd Mars, PA 16046
With Copy To:	Thomas H. Ayoob III, Esquire Thomas H. Ayoob III & Associates, LLC 710 Fifth Avenue, Suite 2000

Pittsburgh, PA 15219  
e-mail: tom@pioneerls.com

Notices shall be deemed to be effective upon receipt or refusal of the addressee to accept delivery.

12.3. Whenever used herein, unless expressly provided otherwise, the term "days" shall mean consecutive calendar days, except that if the expiration of any time period measured in days occurs on a Saturday, Sunday, legal holiday, such expiration shall automatically be extended to the next business day.

12.4 This Agreement constitutes the entire agreement between the parties concerning the Property and supersedes all prior agreements or undertakings.

12.5 This Agreement may not be modified except by the written agreement of the parties.

12.6 In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

12.7 The parties acknowledge that each party and its counsel of choice if so desired has had an opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or modification hereof or any of the closing documents delivered by Seller or Purchaser hereunder.

12.8 Any paragraph headings or captions contained in this Agreement shall be for convenience of reference only and shall not affect the construction or interpretation of any provisions of this Agreement.

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

12.10 The parties hereby agree to indemnify and defend the Title Company in its role as escrow agent from any and all suits, actions or claims if the Title Company in its role as escrow agent acts in good faith on the written notice and direction of the parties delivered in accordance with the terms hereof.

12.11 The individuals executing this Agreement represent and warrant that they have full authority and/or have been duly authorized by their respective parties to do so on behalf of such parties.

12.12 This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto. The exchange of executed copies of this Agreement by electronic mail, portable document format (.pdf) or other

electronic transmission method will constitute effective execution and delivery of this Agreement as to the parties for all purposes, and electronic signatures of the parties shall be deemed to be their original signatures for all purposes.

12.13 NOTICE--THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF 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 OR 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 Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

Date: 6/23/23                      SELLER:  
Anthony Mels Peterson

Date: 6/20/23                      PURCHASER:  
LJC QJ@