

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") is made effective as of the date of latest execution by the parties hereto (the "Effective Date"), by and between PERISSOS DEVELOPMENT, LLC, a Pennsylvania limited liability company ("Seller") and CHROME Federal Credit Union, Pennsylvania not-for-profit corporation ("Buyer").

Intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, that certain vacant real property located at 233 Millers Run Road, Bridgeville, PA 15017, in South Fayette Township, Allegheny County, identified as tax parcel I.D. number: 256-K-21, more particularly described in the Perissos Consolidation Plan recorded in the Department of Real Estate of Allegheny County at PBV 287, page 126 (the "Property").

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be _____ Dollars (\$) _____) which shall be paid to Seller as follows:

2.1 _____ Dollars (\$) _____) (the "Escrow Funds") payable by business check or wire transfer to Chicago Title Insurance Company at Two Gateway Center, Suite 1900, 603 Stanwix Street, Pittsburgh, PA 15222-1402 ("Escrow Agent") within three (3) business days after the Effective Date, to be deposited in a non-interest-bearing account and applied to the Purchase Price at Closing; and

2.2 The balance of the Purchase Price by cashiers check, certified funds or wire transfer as directed by Seller at Closing.

3. Contingencies. This Agreement is expressly contingent upon the following:

3.1 Inspection Contingency. For a period of one hundred (120) days after the Effective Date (the "Contingency Period"), Buyer shall have the right, with unlimited access to the Property, to conduct any reasonable investigations, evaluations, tests, appraisals and other due diligence desired by Buyer to satisfy Buyer about the title, financial, physical and environmental condition of the Property (collectively, the "Inspections"); provided, however, that the conducting of any invasive soil test and any phase II environmental site assessment shall be subject to the prior written approval by Seller, which may not be unreasonably withheld, conditioned or delayed. Any and all inspections and activities performed by Buyer or its agents on the Property shall be non-destructive, and Buyer shall immediately restore the Property to the condition existing immediately prior to any such activities or inspections. Within five (5) business days after the Effective Date hereof, Seller shall provide to Buyer any and all documentation in its possession or control, with respect to the financial, physical or environmental condition of the Property, including but not limited to true and complete copies of the most recent real estate tax bills and assessment documentation, all environmental and engineering reports, surveys and site plans, architectural drawings & building plans and the most recent title commitment or title policy. Buyer, its employees, agents, contractors and assigns (the

“Buyer Parties”) may enter the Property and conduct Inspections at their own risk and expense. Buyer shall defend, indemnify and hold Seller harmless from and against any and all losses, damages, costs, claims and expenses of any nature, including, without limitation, reasonable attorneys’ fees, incurred by Seller and arising from any entry to the Property by the Buyer Parties. Buyer shall not suffer nor permit to be enforced or recorded against the Property, or any part thereof, any mechanics’, materialmen’s, contractors’ or subcontractors’ liens or any claim for damage arising from any Inspection performed by the Buyer Parties, and Buyer shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Property. Without limitation of Seller’s rights and remedies, should Buyer fail within ten (10) days of a written request from Seller to pay and discharge any lien or claim arising out of any Inspection or access onto the Property arising from an act or failure to act of the Buyer Parties, then Seller may, at its option, pay any such lien or satisfy any judgment thereon, and all costs, expenses and other sums incurred by Seller in doing so (including, but not limited to, attorneys’ fees) shall be paid to Seller by Buyer upon written demand, together with interest thereon at the maximum rate permitted by law. Prior to entering upon the Property, Buyer shall provide a liability insurance policy naming Seller as an additional insured party in an amount not less than \$1,000,000 with respect to Buyer’s inspections of the Property. This indemnity shall survive the Closing and the purchase and sale of the Property as contemplated herein and/or the termination of this Agreement.

3.1.1 Seller shall cooperate fully with Buyer (at no expense to Seller) in completing the Inspections herein permitted, and shall deliver all information in its possession required hereunder.

3.1.2 Buyer shall have the right to terminate this Agreement for any reason and at any time up to and including the last day of the Contingency Period or Extended Contingency Period, as applicable, by written notice to Seller, upon which Escrow Agent shall refund to Buyer the Escrow Funds and this Agreement shall terminate, become null and void and there shall be no further rights and obligations between Seller and Buyer under this Agreement, other than the indemnity provisions set forth in Section 3.1 hereof.

3.1.3 The parties hereby acknowledge and agree that Buyer’s intended use of the Property is a credit union branch and/or office headquarters. If Buyer has not received final site plan approval from South Fayette Township for its intended use of the Property during the Contingency Period, Buyer may extend the Contingency Period for an additional sixty (60) days (the “Extended Contingency Period”), upon written notice to Seller prior to the expiration of the initial one hundred twenty (120) day Contingency Period.

3.1.4 Buyer shall submit copies of all due diligence materials to Seller within fourteen (14) days after receipt by Buyer. In the event Buyer terminates this Agreement, and to the extent not already delivered, Buyer shall deliver to Seller copies of all documents, plans, surveys and reports related to its investigations and permitting within thirty (30) days following such termination.

4. Conditions of Buyer's Obligations.

4.1 The obligations of Buyer under this Agreement to purchase the Property are subject to the satisfaction at Closing, of the following conditions precedent:

4.1.1 All representations and warranties made by Seller set forth in this Agreement shall be true and correct, at and as of Closing in all respects as though such representations and warranties were made on, at and as of Closing.

4.1.2 Seller has performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the date of Closing.

4.1.3 Buyer has not terminated this Agreement as provided in Paragraph 3.1.2 or Paragraph 3.1.3 hereof.

4.2 In the event that the conditions precedent to Buyer's obligations are not satisfied at Closing, then the Escrow Agent shall refund to Buyer the Escrow Funds and this Agreement shall terminate, become null and void and there shall be no further rights and obligations between Seller and Buyer under this Agreement.

5. Representations and Warranties of Seller.

Seller covenants, represents and warrants to Buyer as follows:

5.1 Seller has the full and unrestricted right and power to execute, deliver and perform Seller's obligations under this Agreement and to consummate all transactions on Seller's part contemplated hereunder and upon delivery by Seller, this Agreement shall constitute the legal, valid and binding obligation of Seller.

5.2 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Seller or any instrument to which Seller is a party or by which Seller or the Property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

5.3 There are no rights, options or other agreements of any kind to purchase or otherwise acquire or sell or otherwise dispose of any of the Property, or any interest therein, nor any claims to such rights, options or other agreements.

5.4 There are no oral or written leases or rights of occupancy or grants or claims of right, title or interest in any portion of the Property.

5.5 To Seller's knowledge, the Property is currently zoned C-1 Limited Commercial and to Seller's knowledge, the Property is in full compliance with all applicable building, safety, zoning and fire ordinances and Seller has not received any notice of any uncorrected violations.

5.6 To Seller's knowledge, there are not presently pending any special assessments of any nature with respect to the Property or any portion thereof, nor has the Seller received any notice of or has any knowledge of any such special assessment being contemplated.

5.7 Reserved.

5.8 To Seller's knowledge, the Property is in full compliance with all applicable laws, ordinances, rules, regulations and requirements of all applicable governmental and regulatory authorities having jurisdiction thereof, including, without limitation, those pertaining to zoning, building, subdivision, safety, fire, electricity, planning, health, the environment and the storage, handling, treatment, disposal and production of any Hazardous Materials. As used in this Agreement, the term "Hazardous Materials" 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.), and any other federal, state or local governmental law or the regulations adopted and publications promulgated pursuant thereto. Seller agrees to provide Buyer any and all environmental reports it has in its possession pursuant to Paragraph 3.1 of this Agreement.

5.9 No work has been performed or is in progress at, and no materials have been furnished to, the Property during the past six (6) months which, though not presently the subject of, might give rise to construction, mechanic's, materialmen's, municipal or other liens against the Property or any portion thereof, except that for which full and complete releases have been obtained.

5.10 To Seller's knowledge, no suit, action, arbitration, or legal, administrative, or other proceedings is pending or has been threatened against the Property or against the Seller with respect to the Property.

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

"To Seller's knowledge," or words of similar meaning, as used herein shall mean the actual (as opposed to constructive or imputed) knowledge of Nicholas B. Hoban, President of Seller.

6. Operations Prior to Settlement.

6.1 Between the Effective Date of this Agreement and the date of Closing:

6.1.1 Seller shall maintain the Property in its present condition, reasonable wear and tear excepted;

6.1.2 Seller shall maintain liability insurance on the Property;

6.1.3 Seller shall deliver to Buyer copies of any written notice(s) relating to the Property received by Seller from any governmental authorities; and

6.1.4 Seller shall not, without first obtaining Buyer's prior written consent, which may be given or withheld in Buyer's reasonable discretion, enter into any contract or other agreement affecting the Property, including a new lease, unless such contract or agreement can be terminated on thirty (30) days' notice or less without penalty.

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

7.1 Buyer has the full and unrestricted right and power to execute, deliver and perform Buyer's obligations under this Agreement and to consummate all transactions on Buyer's part contemplated hereunder and upon delivery by Buyer, this Agreement shall constitute the legal, valid and binding obligation of Buyer.

7.2 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Buyer or any instrument to which Buyer is a party or by which Buyer is bound or any judgment, decree or order of any court or governmental body or any applicable law, rule or regulation.

8. Closing.

8.1 The closing under this Agreement (the "Closing") shall be held at the offices of Buyer's legal counsel or Escrow Agent in Pittsburgh, Pennsylvania or in escrow by delivery of documents to the Escrow Agent, within fifteen (15) days after the expiration of the Contingency Period or Extended Contingency Period, as applicable, or on such earlier date or at such other time or place as Seller and Buyer may mutually agree.

8.2 Should Buyer fail to complete performance hereunder within the time or times specified in Paragraph 8.1 hereof, Seller may thereupon, in Seller's sole discretion and after five (5) business days written notice served upon or mailed (via certified or registered mail) to Buyer at the address specified in Paragraph 11, declare time to be of the essence of this Agreement and shall set forth in such notice the time, place and date of final settlement. Buyer hereby covenants to complete performance hereunder strictly in accordance with the terms of such notice. Should Seller fail to complete performance hereunder within the time or times hereinabove specified, Buyer may thereupon, in Buyer's sole discretion and after five (5) business days written notice served upon or mailed (via certified or registered mail) to Seller at the address specified in Paragraph 11, declare time to be of the essence of this Agreement and shall set forth in such notice the time, place and date of final settlement. Seller hereby covenants to complete performance hereunder strictly in accordance with the terms of such notice.

8.3 At or prior to Closing, Seller shall deliver to Buyer:

(a) A special warranty deed, duly executed and acknowledged by Seller and in proper form for recording;

(b) Possession of the Property;

(c) A settlement statement; and

(d) Any certificates, affidavits or other instruments as may be reasonably required by Buyer's title insurer as a condition to completion of Closing and issuance of any owner's policy of title insurance, including, but not limited to, an owner's affidavit.

8.4 At Closing, Buyer shall deliver to Seller:

(a) A settlement statement;

(b) The Purchase Price; and

(c) Any documents required by law, or reasonably required by the Buyer's title insurer, for consummating the transaction contemplated hereunder.

9. Prorations/Expenses.

9.1 Prorations and Adjustments: The following items shall be adjusted and prorated as of the date of Closing between Seller and Buyer as follows:

9.1.1 All real estate taxes, charges and assessments affecting the Property shall be pro rated on the basis of the calendar or fiscal year of the taxing body as applicable. If any of the same have not been finally assessed, as of the date of Closing, for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted immediately when and if final bills are issued.

9.1.2 Realty transfer taxes resulting from the conveyance from Seller to Buyer will be split equally between the parties.

9.2 Expenses. Each party shall pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limiting the generality of the foregoing, (i) all costs and expenses stated herein to be borne by a party, and (ii) all of their respective accounting and legal. Seller shall pay for the cost of deed preparation and matters of title clearance. Buyer shall pay for the cost of recording the deed, title search and title policy and a survey of the Property, if desired by Buyer.

10. Quality of Title. Title to the Property shall be good and marketable and such as will be insured by a reputable title insurance company at regular rates. Title to the Property shall be conveyed free and clear of liens, claims and encumbrances, subject, however, to the following

(collectively, the "Permitted Exceptions"): (a) building and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the Property; (c) water, sewer, gas, electric, cable television, and telephone lines or easements therefor of record or as presently installed; (d) prior grants, reservations or leases of coal, oil, gas or other minerals as shown by instruments of record; (e) any matters of record raised on the title commitment for the Property except those which are timely objected to as provided herein and which Seller agrees to (and does) cure; (f) any matters shown on a survey obtained or used by Buyer in connection with its diligence for the Property except those which are timely objected to by Buyer and which Seller agrees to cure; (g) if Buyer does not elect to obtain a survey, the title insurer's standard preprinted exception for matters that would be disclosed by an accurate survey of the Property. Buyer shall advise Seller prior to the expiration of the Contingency Period what exceptions to title, if any, will not be accepted by Buyer (the "Title Objections"). Buyer shall not be obligated to specify any monetary liens in its notice of Title Objections, including any mortgage, financing statement, tax lien, mechanic's lien, etc., which Seller shall be obligated to pay at or prior to Closing to release or discharge the same. Seller shall, within ten (10) business days after receipt of Buyer's Title Objections, give Buyer notice that: (i) Seller agrees to remove any Title Objections prior to the Closing; or (ii) Seller does not elect to remove such Title Objections. If Seller gives Buyer notice under clause (ii), Buyer shall have five (5) business days after receipt of such notice to elect by written notice to Seller, to either proceed with the purchase of the Property subject to such Title Objections, or to terminate this Agreement, whereupon the Escrow Funds shall be returned to Buyer. Seller's conveyance of the Property will be made subject to the Permitted Exceptions.

In the event Seller shall not be able to convey title to the Property on the date of Closing in accordance with the foregoing provisions of this Agreement, then Buyer shall have the option, exercisable by written notice to Seller at or prior to Closing of (i) accepting at Closing such title as Seller is able to convey, with no deduction from or adjustment of the Purchase Price except for adjustment equal to the amount of any lien, judgment or other encumbrances of an ascertainable and liquidated amount together with interest and penalties thereon, if any; or (ii) declining to proceed to Closing; and in the latter event all obligations, liabilities and rights of the parties under this Agreement shall terminate, the Escrow Funds shall be returned to Buyer and Seller shall reimburse Buyer for all direct, out-of-pocket costs and expenses, including, but not limited to, title examination, survey, environmental, and other property inspections, and reasonable attorney's fees.

Buyer shall be responsible for paying the Title Policy premiums (or for any cancellation costs that may be incurred in the event Buyer terminates this Agreement). Buyer shall also be responsible for any costs, fees and premiums for all additional coverages and endorsements desired by Buyer.

11. Notices. All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given if hand delivered or sent by certified mail, return receipt requested or by recognized overnight carrier, then if and when delivered to and received by the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby):

If to Seller:

Perissos Development, LLC
P.O. Box 284
Presto, PA 15142
Attention: Nicholas B. Hoban

with a copy to:

Paul Didomenico, Esquire
Reed Smith LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222

If to Buyer:

Chrome Federal Credit Union
440 Racetrack Road
Washington, PA 15301

Attention: Robert Flanyak, President

With a copy to:

Tammy L. Ribar, Esquire
Houston Harbaugh, P.C.
Three Gateway Center
401 Liberty Avenue, 22nd Floor
Pittsburgh, PA 15222-1005

12. Risk of Loss. Risk of loss and damage to the Property shall remain upon Seller until Closing; provided, however, that if prior to the Closing a casualty occurs that renders the Property unusable for Buyer's intended use, in Buyer's reasonable judgement, Buyer shall have the option to: (i) cancel this Agreement and receive a refund of the Escrow Funds from the Escrow Agent, in which event neither party shall have any further liability or obligation to the other hereunder, except as otherwise expressly set forth herein; or (ii) enforce this Agreement and obtain an assignment from Seller of all insurance proceeds payable as a result of such loss or damage, and all insurance proceeds theretofore paid in connection with such casualty shall be paid over to Buyer.

13. Municipal or Other Governmental Improvements. In the event of closing, Seller shall pay for all work and improvements resulting in an assessment against the Property where an ordinance or resolution authorizing such work or improvement is adopted or approved by a municipal or other public body or authority prior to the date of Closing. Buyer shall pay for all work and improvements resulting in an assessment against the Property where an ordinance or

resolution authorizing such work or improvement is adopted or approved by a municipal or other public body or authority on or after the date of Closing.

14. Intentionally Deleted.

15. Brokers. Except for Seller's broker, David Glickman with Newmark and Buyer's broker, Kelley Hoover Heckathorne with Burns Scalo Real Estate, Inc., who shall be paid by Seller pursuant to a separate listing agreement, each party represents and warrants to the other that, it has not made any agreement or taken any action which may cause any person to become entitled to a commission or other compensation as a result of the transactions contemplated by this Agreement. Each party will indemnify and defend the other from any and all claims, actual or threatened, for such commission or other compensation by any third person by reason of such party's breach of its representation or warranty contained in this Paragraph. This indemnification shall survive the Closing.

16. Sewage Facility. The Pennsylvania Sewage Facilities Act, 35 P.S. § 750.2 et seq., as amended, requires that there be a statement regarding the availability of a community sewage system. The Property is serviced by a community sewage system.

17. Certification of Non-Foreign Status of Seller. Section 1445 of the U.S. Internal Revenue Code of 1986, 26 U.S.C. § 1445, as amended (the Foreign Investment in Real Property Tax Act of 1980, 26 U.S.C. §§ 861 et seq., as amended) provides that a buyer of property located in the United States must withhold tax if the seller is a foreign person. Seller hereby certifies that Seller is not a foreign person within the meaning of Section 1445(b)(2) of the Internal Revenue Code. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment, or both.

18. Survival of Representations and Warranties. All representations and warranties of Seller and Buyer in this Agreement shall survive delivery of the deed for the period provided under applicable statutes of limitation and, unless otherwise noted herein, are true, material, and relied upon by the other parties hereto in all respects, both as of the date of execution of this Agreement and as of the date of Closing.

19. Default.

19.1 In the event Seller 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, Buyer shall be entitled (a) to enforce specific performance of this Agreement so long as such specific performance action is served upon Seller no later than ninety (90) days after the scheduled date of Closing, or (b) to terminate this agreement by written notice to Seller and title insurer and have the Escrow Funds returned to Buyer, and Seller shall reimburse Buyer for all reasonable costs and expenses, and reasonable attorneys' fees associated therewith up to a maximum amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

19.2 If Buyer defaults in its performance of any term, covenant, condition, or obligation under this Agreement, including the obligation of Buyer to purchase the Property if all conditions precedent to such obligations have been satisfied, Seller shall be entitled to receive the

Escrow Funds as complete liquidated damages. The parties acknowledge that the Escrow Funds represent a reasonable effort to ascertain the damages to Seller in the event of a Buyer default, which damages are difficult or impossible to quantify. Seller waives all other remedies.

20. Eminent Domain. If a material portion of the Property is taken by eminent domain after the Effective Date of this Agreement and prior to Closing, Buyer shall have the option to: (a) terminate this Agreement, by written notice to Seller within ten (10) days of receipt of notice of condemnation, whereupon the Escrow Funds shall forthwith be paid to Buyer and, upon such payment, Seller and Buyer shall be relieved of liability hereunder except as otherwise expressly set forth herein, or (b) elect to proceed with this Agreement and pay the full consideration, in which event Seller shall assign to Buyer all damages to which Seller may be entitled and which may be assigned by Seller pursuant to the Pennsylvania Eminent Domain Code, 26 P.S. § 1-101 et seq., as amended. Within five (5) days after notification of any such taking, but in no event later than the Closing, Seller shall notify Buyer of its election thereof. For purposes of this section, "material" shall mean all or any portion of the Property which prevents or significantly interferes with Buyer's intended use of the Property.

21. Good Faith and Reasonableness Implied. In all matters contained herein, both parties shall have an implied obligation of good faith and reasonableness.

22. Waiver of Tender. Formal tender of deed and of purchase price are hereby waived.

23. Entire Contract. This Agreement constitutes the entire contract between the parties hereto, and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing signed by all parties affected thereby. Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

24. Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

25. Contract Formation; Counterparts. This Agreement is effective only upon execution and delivery by all parties hereto. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed an original. One or more of such counterparts may be delivered via facsimile, email or other electronic format, and the parties intend that they shall have the same legal force and effect as an original counterpart hereof.

26. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

27. Calculation of Time. 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 or other day when federal offices are closed in Pittsburgh, PA, such expiration shall automatically be extended to the next business day.

28. Coal Notice. 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, 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.)

29. "AS IS", "WHERE IS" CONDITIONS; WAIVER OF ALL WARRANTIES: EXCEPT WITH RESPECT TO SELLER'S REPRESENTATIONS AND WARRANTIES AND OTHER PROVISIONS IN THIS AGREEMENT AND THE DEED TO BE DELIVERED AT CLOSING, THE PROPERTY IS BEING SOLD ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, AND SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE CONDITION THEREOF, AND BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, AND EACH PORTION THEREOF, (II) THE INCOME TO BE DERIVED FROM THE PROPERTY, (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (IV) THE COMPLIANCE OF THE SELLER WITH REGARD TO THE PROPERTY OR THE PROPERTY ITSELF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (VI) THE MANNER QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (VII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT IT WILL BE GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND, AT CLOSING, AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT

INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING.

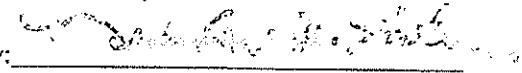
30. Assignment; Binding upon Successors and Assigns. No party shall delegate or assign this Agreement or any rights or duties hereunder (including without limitation by the merger or consolidation of a party with any third person) without the prior written consent of the other; provided however, that Buyer shall have right to assign its interest under this Agreement to an affiliate of Buyer without Seller's consent; provided, further, however that Buyer shall pay (and indemnify Seller for) any and all costs and expenses associated with such assignment by Buyer, including, without limitation, any transfer taxes that may be imposed as a result of the assignment. This Section shall survive the Closing or termination of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and the respective successors and permitted assigns of each upon execution hereof by Seller and Buyer. This Agreement creates no rights as a third party beneficiary or otherwise in any person not a party.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed and delivered this Agreement as of the dates written below.

SELLER:

PERISSOS DEVELOPMENT, LLC

By: 

Name: Nicholas B. Hoban

Title: President

Date: January 21, 2022

BUYER:

CHROME FEDERAL CREDIT UNION

By: _____
Robert Flanyak, President

Date: January 21, 2022

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed and delivered this Agreement as of the dates written below.

SELLER:

PERISSOS DEVELOPMENT, LLC

By: _____
Name: Nicholas B. Hoban
Title: President

Date: January ____, 2022

BUYER:

CHROME FEDERAL CREDIT UNION

By: _____
DocuSigned by:
Robert Flanyak
76D2A0C5D17A41C...
Robert Flanyak, President

Date: January ____, 2022
1/25/2022 | 12:56 PM EST

FIRST AMENDMENT TO AGREEMENT OF SALE

THIS FIRST AMENDMENT TO AGREEMENT OF SALE (this "First Amendment") is made effective as of July 25, 2022 by and between PERISSOS DEVELOPMENT, LLC, a Pennsylvania limited liability company (the "Seller") and CHROME Federal Credit Union, a Pennsylvania not-for-profit corporation (the "Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller entered into that certain Agreement of Sale dated effective as of January 25, 2022 (the "Agreement") for the purchase of the real property located 233 Millers Run Road, Bridgeville, Pennsylvania 15017, in South Fayette Township, Allegheny County, identified as tax parcel number 256-K-21 (the "Property");

WHEREAS, pursuant to the Agreement, Buyer had a Contingency Period of one hundred twenty (120) days after the effective date of the Agreement to conduct reasonable investigations, evaluations, tests, appraisals, and other due diligence concerning the Property;

WHEREAS, the Buyer exercised its right to an Extended Contingency Period in accordance with the Agreement to extend the time to conduct such investigations, etc. for an additional sixty (60) days; and

WHEREAS, the Extended Contingency Period will expire on July 25, 2022, and Buyer and Seller desire and agree to amend the Agreement to extend the Extended Contingency Period until November 11, 2022 and provide for a non-refundable portion of the Escrow Funds.

NOW, THEREFORE, the parties hereto, in consideration of the mutual premises contained herein, and intending to be legally bound hereby, do covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Agreement. All references herein to the Agreement shall include this First Amendment.

2. Extension of Extended Contingency Period. The Extended Contingency Period shall be further extended until November 11, 2022.

3. Escrow Funds. A portion of the Escrow Funds in the amount of Dollars (\$) shall become non-refundable to the Buyer, except in the event that the Agreement is terminated due to a Seller default, on the earlier of (i) the date Buyer receives preliminary site plan approval from South Fayette Township, or (ii) October 1, 2022 (such earlier date being hereafter referred to as the "**Non-Refundable Date**"). In the event that the transaction is terminated by Buyer after the Non-Refundable Date and such termination is not due to a Seller Default, the title company is hereby instructed to deliver the non-refundable portion of the Escrow Funds to Seller. This provision shall survive the termination of the Agreement.

4. Reinstatement and Ratification of the Agreement; Reservation. Except as specifically amended hereby, the Agreement shall continue in full force and effect according to its terms. The parties hereto, by their execution hereof, do hereby ratify, affirm and agree to continue to be bound by the Agreement, as amended, nothing herein being deemed a waiver of strict compliance with the terms thereof or of any rights, claims, demands or causes of action arising in relation to the Agreement. Any further modification of the Agreement must be in writing and signed by both Buyer and Seller.

5. Provisions Binding. All rights and liabilities herein given to or imposed upon either of the parties to this First Amendment shall extend to, and be binding upon and inure to, the benefit of the parties hereto and their respective successors and assigns.

6. Counterpart Execution. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. Further, electronic or facsimile signature of either party on any counterpart may be relied upon as an original signature.

WITNESS, the due execution hereof by the Seller and Buyer intending to be legally bound hereby.

BUYER:

CHROME FEDERAL CREDIT UNION

DocuSigned by:


By: 

Robert Flanyak, President

SELLER:

PERISSOS DEVELOPMENT, LLC

DocuSigned by:

By: 

Nicholas B. Hoban, President