

1. Agreement to Sell and Purchase. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the following Transfer Parcels:

- (a) Parcel 29 Residue as more fully shown on Exhibit A ("Parcel 29");
- (b) Parcel 2-29B as more fully shown on Exhibit B ("Parcel 2-29B").

Parcel 29 and Parcel 2-29B are sometimes hereinafter collectively referred to as the "Property."

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be the sum of \$2,240,000.00. The Purchase Price shall be paid as follows:

- (a) Concurrently with the execution hereof Buyer has deposited the sum of \$20,000.00 ("Initial Deposit").
- (b) Buyer may extend the Initial Review Period (as hereinafter defined) for an additional 90 days by depositing an additional sum of \$20,000.00 ("Second Deposit").
- (c) Upon the expiration of the Review Period (if such period is not extended pursuant to paragraph 2(b) above or the Extended Review Period, Buyer shall deposit an additional sum of \$20,000.00 ("Third Deposit").
- (d) The Initial Deposit, the Second Deposit and the Third Deposit are hereinafter collectively referred to as the "Deposit." The Deposit shall be held by LIDA and applied against the Purchase Price at closing. If Buyer terminates this Agreement as permitted hereunder prior to the expiration of the Initial Review Period (as defined in paragraph 4(a) hereof), Buyer shall have the right to a return of the Initial Deposit. However, if Buyer terminates this Agreement at any time during the Extended Review Period (as defined in paragraph 4(b) hereof), the Initial Deposit and the Second Deposit shall be non-refundable to Buyer. If Buyer, without the right to do so and in default of its obligations hereunder, fails to complete closing, the Deposit shall be retained by Seller on account of the Purchase Price, as funds to be applied to the Seller's damages or as liquidated damages for such breach, as Seller may elect.
- (e) The balance of the Purchase Price shall be paid in current funds by Buyer to Seller at closing.

3. Closing.

(a) The closing and settlement of this transaction shall take place at a time and place in Franklin County, Pennsylvania, designated by Buyer upon ten days' prior notice given by Buyer to Seller.

(b) The closing for the transaction shall be held within 90 days following the expiration of the Review Period (as hereinafter defined).

4. Buyer's Review Period.

(a) Commencing on the date hereof, Buyer shall have a 150 day review period ("Initial Review Period") during which Buyer, at its sole cost and expense, shall have the right to carry out and perform the following investigations and reviews and/or fulfill the following conditions:

(i) A complete physical review and inspection of the condition of the buildings and the Property, including environmental inspections to the extent Buyer deems appropriate. Seller shall make available for the review by Buyer all plans, reports, studies, surveys, agreements and other documents relating to or pertaining to the Property. However, Seller in no way warrants the accuracy of any such information or material.

(ii) A review of the title to the Property.

(iii) All other reviews and investigations deemed necessary by Buyer.

(iv) Seller and Buyer shall have executed an agreement for the provision of electric services to the Property and for the construction of any facilities required in connection therewith. Buyer acknowledges that Seller shall have no obligation to contribute to the cost of any such facilities.

(v) Buyer, or assigns, receiving all necessary governmental approvals to specifically include, but not limited to, zoning, air emission and land development, allowing the Property to be used and operated for and as a large scale manufacturing facility.

(vi) Buyer, or assigns, acquiring satisfactory and sufficient financing to purchase the Property and construct a large scale manufacturing facility, all at rates and terms acceptable to Buyer.

(vii) Buyer, or assigns, acquiring from the Franklin County General Authority, either a supply agreement or commitment to supply, sufficient water for the operation of a large scale manufacturing facility.

If Buyer, in its sole discretion, is not satisfied with the review of any of the above items or if any of the above conditions are not fulfilled during the Initial Review Period, Buyer may terminate this Agreement by giving notice to Seller prior to expiration of the Initial Review Period, in which event this Agreement shall become null and void and the Initial Deposit shall be returned to Buyer. If Buyer fails to terminate this Agreement as aforesaid, this Agreement shall

continue in full force and effect in accordance with its remaining terms and the Deposit shall become non-refundable to Buyer, unless Seller is in default hereunder.

(b) Buyer may extend the Initial Review Period by an additional 90 days ("Extended Review Period") by making the Second Deposit set forth in paragraph 2(b) above. The Second Deposit must be received by Seller prior to the expiration of the Initial Review Period.

If Buyer, in its sole discretion, is not satisfied with the review of any of the above items or if any of the above conditions have not been fulfilled during the Extended Review Period, Buyer may terminate this Agreement by giving notice to Seller prior to expiration of the Extended Review Period, in which event this Agreement shall become null and void and the Deposit shall be retained by Seller. If Buyer fails to terminate this Agreement as aforesaid, this Agreement shall continue in full force and effect in accordance with its remaining terms and the Deposit shall continue to be non-refundable to Buyer, unless Seller is in default hereunder.

5. Title to the Property. Seller shall convey to Buyer title to the Property by delivery of a quitclaim deed. Title to the Property shall be subject to all non-monetary encumbrances, easements and restrictions of record. Without limiting the generality of the foregoing, the Property shall be subject to (i) a declaration of covenants, conditions and restrictions recorded in the Recorder's Office in and for Franklin County, Pennsylvania, in Volume 1414, Page 294 ("Declaration"), (ii) a declaration of easements recorded in the Recorder's Office aforesaid in Volume 1530, Page 298, as amended, which declaration creates easements for utilities and other easement areas on the Property (which Declaration may be further amended to reflect all easements for utilities and other easement areas shown on Exhibit A and Exhibit B), (iii) all matters set forth in the Quitclaim Deed, and (iv) such other encumbrances, easements and restrictions referred to herein or otherwise acceptable to Buyer.

The conveyance of Parcel 2-29B shall take the form of a limited depth transfer extending approximately eight (8) feet below the existing grade of such parcel.

Further, upon acquisition by LIDA from the Army of the subsurface parcel underlying Parcel 2-29B ("Subsurface Parcel"), Seller agrees to sell and Buyer agrees to purchase for one dollar (\$1.00) the Subsurface Parcel upon fulfillment of the following conditions:

(i) Title to the Subsurface Parcel shall be free and clear of all monetary liens or encumbrances;

(ii) All remedial action necessary to protect human health and the environment with respect to any hazardous substances, as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C.A. Section 9601 et seq. ("CERCLA"), remaining in the Subsurface Parcel has been taken