

SECOND AMENDMENT TO AGREEMENT OF SALE

This Second Amendment to Agreement of Sale ("Second Amendment") is made as of this 21st day of August, 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019 (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to extend the Negotiation Period between the Parties.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of Negotiation Period. The Negotiation Period is hereby extended and shall now end at 5:00 P.M., local time, on Friday, August 30, 2019.

2. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Second Amendment and the Agreement, the provisions of this Second Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) This Second Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Second Amendment and shall be considered a single document. Any

signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Second Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Second Amendment.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania nonprofit
corporation, its sole Member

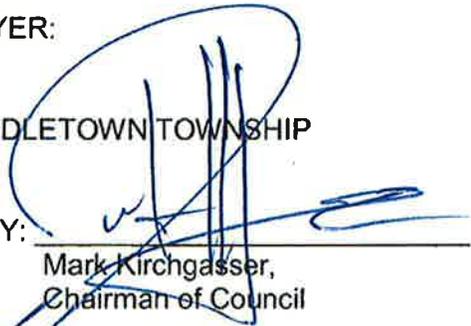


Name: Charles McLister
Title: President and Chief Executive Officer

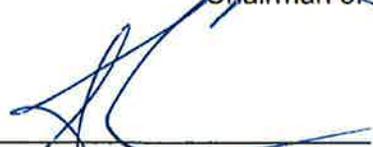
BUYER:

MIDDLETOWN TOWNSHIP

BY:


Mark Kirchgasser,
Chairman of Council

ATTEST:


Andrew S. Haines,
Township Manager

THIRD AMENDMENT TO AGREEMENT OF SALE

This Third Amendment to Agreement of Sale ("Third Amendment") is made as of this 29th day of August, 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019, and a Second Amendment to Agreement of Sale dated August 21, 2019 (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to extend the Negotiation Period between the Parties.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of Negotiation Period. The Negotiation Period is hereby extended and shall now end at 5:00 P.M., local time, on Friday, September 20, 2019.

2. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Third Amendment and the Agreement, the provisions of this Third Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) This Third Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully

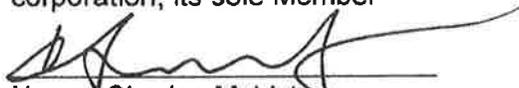
executed Third Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Third Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania nonprofit
corporation, its sole Member



Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY: _____
Norman C. Shropshire,
Vice-Chairman of Council

ATTEST: _____
Andrew S. Haines,
Township Manager

executed Third Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Third Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania nonprofit
corporation, its sole Member

Name: Charles McLister
Title: President and Chief Executive Officer

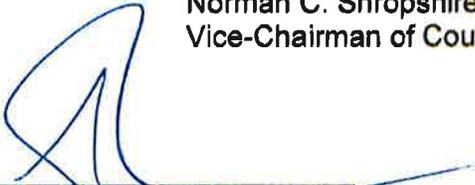
BUYER:

MIDDLETOWN TOWNSHIP

BY: 

Norman C. Shropshire,
Vice-Chairman of Council

ATTEST:



Andrew S. Haines,
Township Manager

FOURTH AMENDMENT TO AGREEMENT OF SALE

This Fourth Amendment to Agreement of Sale ("Fourth Amendment") is made as of this 19th day of September, 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019, and a Second Amendment to Agreement of Sale dated August 21, 2019, and a Third Amendment to Agreement of Sale dated August 29, 2019 (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to extend the Negotiation Period between the Parties.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of Negotiation Period. The Negotiation Period is hereby extended and shall now end at 5:00 P.M., local time, on Friday, September 27, 2019.

2. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Fourth Amendment and the Agreement, the provisions of this Fourth Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) This Fourth Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Fourth Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Fourth Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Fourth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

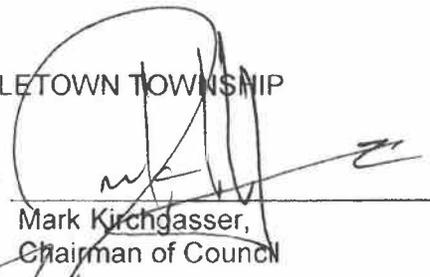
BY: Elwyn, a Pennsylvania nonprofit
corporation, its sole Member



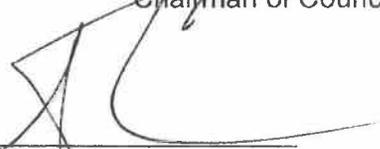
Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY: 

Mark Kirchgasser,
Chairman of Council

ATTEST: 

Andrew S. Haines,
Township Manager

FIFTH AMENDMENT TO AGREEMENT OF SALE

This Fifth Amendment to Agreement of Sale ("Fifth Amendment") is made as of this 27th day of September, 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019, and a Second Amendment to Agreement of Sale dated August 21, 2019, and a Third Amendment to Agreement of Sale dated August 29, 2019, and a Fourth Amendment to Agreement of Sale dated September 19, 2019 (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to extend the Negotiation Period between the Parties.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of Negotiation Period. The Negotiation Period is hereby extended and shall now end at 5:00 P.M., local time, on Friday, October 4, 2019.

2. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Fifth Amendment and the Agreement, the provisions of this Fifth Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

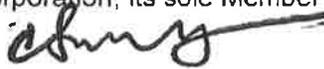
(d) This Fifth Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Fifth Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Fifth Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Fifth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

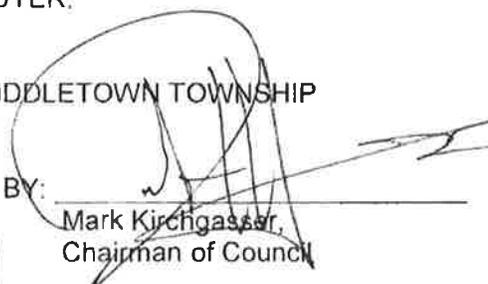
BY: Elwyn, a Pennsylvania nonprofit
corporation, its sole Member



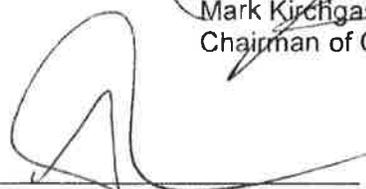
Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY: 

Mark Kirchgasser,
Chairman of Council

ATTEST: 

Andrew S. Haines,
Township Manager

SIXTH AMENDMENT TO AGREEMENT OF SALE

This Sixth Amendment to Agreement of Sale ("Sixth Amendment") is made as of this 4th day of October, 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019, and a Second Amendment to Agreement of Sale dated August 21, 2019, and a Third Amendment to Agreement of Sale dated August 29, 2019, and a Fourth Amendment to Agreement of Sale dated September 19, 2019, and a Fifth Amendment to Agreement of Sale dated September 27, 2019 (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to extend the Negotiation Period between the Parties.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of Negotiation Period. The Negotiation Period is hereby extended and shall now end at 5:00 P.M., local time, on Tuesday, October 22, 2019.

2. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Sixth Amendment and the Agreement, the provisions of this Sixth Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.



(d) This Sixth Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Sixth Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Sixth Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Sixth Amendment.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania nonprofit
corporation, its sole Member

Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY: _____
Mark Kirchgasser,
Chairman of Council

ATTEST: 

Andrew S. Haines,
Township Manager

(d) This Sixth Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Sixth Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Sixth Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Sixth Amendment.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn of Pennsylvania and Delaware,
a Pennsylvania nonprofit
corporation, its sole Member



Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY: _____
Mark Kirchgasser,
Chairman of Council

ATTEST: _____
Andrew S. Haines,
Township Manager

SEVENTH AMENDMENT TO AGREEMENT OF SALE

This Seventh Amendment to Agreement of Sale ("Seventh Amendment") is made as of this 21 day of October 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019, and a Second Amendment to Agreement of Sale dated August 21, 2019, and a Third Amendment to Agreement of Sale dated August 29, 2019, and a Fourth Amendment to Agreement of Sale dated September 19, 2019, and a Fifth Amendment to Agreement of Sale dated September 27, 2019, and a Sixth Amendment to Agreement of Sale dated October 4, 2019 (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to extend the Negotiation Period between the Parties and to extend the time period for satisfaction of certain Conditions of Closing.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of Negotiation Period. The Negotiation Period is hereby extended and shall now end at 5:00 P.M., local time, on Wednesday, October 30, 2019.

2. Extension for Satisfaction of Certain Conditions of Closing. The date for satisfaction of the Conditions of Closing set forth in Paragraphs 7.2 and 7.3 of the Agreement shall be extended to November 15, 2019.

3. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Seventh Amendment and the Agreement, the provisions of this Seventh Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) This Seventh Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Seventh Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Seventh Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Seventh Amendment.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn of Pennsylvania and Delaware,
a Pennsylvania nonprofit
corporation, its sole Member



Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY:



Mark Kirchgasser,
Chairman of Council

ATTEST:

Andrew S. Haines,
Township Manager

EIGHTH AMENDMENT TO AGREEMENT OF SALE

This Eighth Amendment to Agreement of Sale ("Eighth Amendment") is made as of this 29th day of October, 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019, a Second Amendment to Agreement of Sale dated August 21, 2019, a Third Amendment to Agreement of Sale dated August 29, 2019, a Fourth Amendment to Agreement of Sale dated September 19, 2019, a Fifth Amendment to Agreement of Sale dated September 27, 2019, a Sixth Amendment to Agreement of Sale dated October 4, 2019, and a Seventh Amendment to Agreement of Sale dated October 21, 2019, (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to extend the Negotiation Period between the Parties and to extend the time period for satisfaction of certain Conditions of Closing.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of Negotiation Period. The Negotiation Period is hereby extended and shall now end at 5:00 P.M., local time, on Friday, November 15, 2019.

2. Extension for Satisfaction of Certain Conditions of Closing. The date for satisfaction of the Conditions of Closing set forth in Paragraphs 7.2 and 7.3 of the Agreement shall be extended to November 15, 2019.

3. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Eighth Amendment and the Agreement, the provisions of this Eighth Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) This Eighth Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Eighth Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Eighth Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Eighth Amendment.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania and Delaware nonprofit corporation, its sole Member



Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY:

Mark Kirchgasser,
Chairman of Council

ATTEST:

Andrew S. Haines,
Township Manager

NINTH AMENDMENT TO AGREEMENT OF SALE

This Ninth Amendment to Agreement of Sale ("Ninth Amendment") is made as of this 14th day of November, 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019, a Second Amendment to Agreement of Sale dated August 21, 2019, a Third Amendment to Agreement of Sale dated August 29, 2019, a Fourth Amendment to Agreement of Sale dated September 19, 2019, a Fifth Amendment to Agreement of Sale dated September 27, 2019, a Sixth Amendment to Agreement of Sale dated October 4, 2019, a Seventh Amendment to Agreement of Sale dated October 21, 2019, and an Eighth Amendment to Agreement of Sale dated October 29, 2019 (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to extend the Negotiation Period between the Parties, to extend the time period for satisfaction of certain Conditions of Closing and to extend the date of Closing.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of Negotiation Period. The Negotiation Period is hereby extended and shall now end at 5:00 P.M., local time, on Wednesday, December 4, 2019.

2. Extension for Satisfaction of Certain Conditions of Closing and the Date of Closing. The date for satisfaction of the Conditions of Closing set forth in Paragraphs 7.2 and 7.3 of the Agreement shall be extended to December 4, 2019, and the Date of Closing set forth in Paragraph 5.1 of the Agreement shall be extended to December 4, 2019.

3. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Ninth Amendment and the Agreement, the provisions of this Ninth Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) This Ninth Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Ninth Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Ninth Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Ninth Amendment.

IN WITNESS WHEREOF, the parties have executed this Ninth Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania and Delaware nonprofit corporation, its sole Member



Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY _____

Mark Kirchgasser,
Chairman of Council



ATTEST: _____

Andrew S. Haines,
Township Manager

TENTH AMENDMENT TO AGREEMENT OF SALE

This Tenth Amendment to Agreement of Sale ("Tenth Amendment") is made as of this 3rd day of December, 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019, a Second Amendment to Agreement of Sale dated August 21, 2019, a Third Amendment to Agreement of Sale dated August 29, 2019, a Fourth Amendment to Agreement of Sale dated September 19, 2019, a Fifth Amendment to Agreement of Sale dated September 27, 2019, a Sixth Amendment to Agreement of Sale dated October 4, 2019, a Seventh Amendment to Agreement of Sale dated October 21, 2019, an Eighth Amendment to Agreement of Sale dated October 29, 2019, and a Ninth Amendment to Agreement of Sale dated November 14, 2019 (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to extend the Negotiation Period between the Parties, to extend the time period for satisfaction of certain Conditions of Closing and to extend the date of Closing.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of Negotiation Period. The Negotiation Period is hereby extended and shall now end at 5:00 P.M., local time, on Wednesday, December 11, 2019.

2. Extension for Satisfaction of Certain Conditions of Closing and the Date of Closing. The date for satisfaction of the Conditions of Closing set forth in Paragraphs 7.2 and 7.3 of the Agreement shall be extended to December 11, 2019, and the Date of Closing set forth in Paragraph 5.1 of the Agreement shall be extended to December 11, 2019.

3. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Tenth Amendment and the Agreement, the provisions of this Tenth Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) This Tenth Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Tenth Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Tenth Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Tenth Amendment.

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania and Delaware nonprofit corporation, its sole Member



Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY: _____
Mark Kirchgasser,
Chairman of Council

ATTEST: _____
Andrew S. Haines,
Township Manager

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Tenth Amendment and the Agreement, the provisions of this Tenth Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) This Tenth Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Tenth Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Tenth Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Tenth Amendment.

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania and Delaware nonprofit
corporation, its sole Member

Name: Charles McLister
Title: President and Chief Executive Officer

BUYER:

MIDDLETOWN TOWNSHIP

BY: _____
Mark Kirchgasser,
Chairman of Council

ATTEST: _____
Andrew S. Haines,
Township Manager

ELEVENTH AMENDMENT TO AGREEMENT OF SALE

This Eleventh Amendment to Agreement of Sale ("Eleventh Amendment") is made as of this 11th day of December, 2019, by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation ("Seller") and MIDDLETOWN TOWNSHIP ("Buyer"), against the following background.

BACKGROUND

A. Seller and Buyer entered into a certain Agreement of Sale dated February 26, 2019, as amended by a certain First Amendment to Agreement of Sale dated April 26, 2019, a Second Amendment to Agreement of Sale dated August 21, 2019, a Third Amendment to Agreement of Sale dated August 29, 2019, a Fourth Amendment to Agreement of Sale dated September 19, 2019, a Fifth Amendment to Agreement of Sale dated September 27, 2019, a Sixth Amendment to Agreement of Sale dated October 4, 2019, a Seventh Amendment to Agreement of Sale dated October 21, 2019, an Eighth Amendment to Agreement of Sale dated October 29, 2019, a Ninth Amendment to Agreement of Sale dated November 14, 2019, and a Tenth Amendment to Agreement of Sale dated December 3, 2019 (the Agreement of Sale, as amended, is referred to herein as the "Agreement"), for that certain property situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, and as more particularly identified in the Agreement (the "Property").

B. Buyer and Seller desire to amend the Agreement to, among other things, confirm the Remediation Plan agreed to between the Parties, extend the time period for satisfaction of certain Conditions of Closing, the date of Closing, and as otherwise provided below.

C. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Additional Site Characterization and Remediation of Property.**

(a) Seller agrees to perform and complete the scope of work for additional site characterization and subsequent remediation work at the Property in accordance with the terms of the "Remediation Plan Sleighton Property" and all attachments thereto, last updated December 10, 2019 (hereinafter the "Remediation

Plan”), which Remediation Plan is incorporated herein by reference, subject to the final written approval of the additional site work characterization and remediation work at the Property by TriState Environmental Management Services, Inc. or a successor environmental firm appointed by Middletown Township (“Buyer’s Environmental Agent”), which approval shall not be unreasonably withheld or delayed. Except as otherwise stated in the Remediation Plan, Seller shall complete all work required under the Remediation Plan at its sole cost and expense.

(b) . At such time that Buyer’s Environmental Agent confirms that Seller has satisfactorily completed fifty percent (50%) of the work covered by the Remediation Plan, Buyer shall formally introduce an ordinance authorizing Buyer to incur debt in the amount of Eight Million Dollars (\$8,000,000) to finance the purchase of the Property (“Revenue Bonds”).

(c) At such time that Buyer’s Environmental Agent confirms that Seller has satisfactorily completed seventy-five percent (75%) of the work covered by the Remediation Plan, Buyer shall: (i) place on Buyer’s agenda for the next regularly scheduled public meeting consideration of the adoption of the ordinance authorizing Buyer to incur debt to finance the purchase by way of the sale of the Revenue Bonds; and (ii) authorize Buyer’s financial consultant to take such steps as may be necessary to establish Buyer’s bond rating.

(d) At such time that Buyer’s Environmental Agent confirms that Seller has satisfactorily completed one hundred percent (100%) of the work covered by the Remediation Plan, Buyer shall authorize Buyer’s financial consultants to take such steps as may be necessary to issue and sell the Revenue Bonds.

(e) In the event that Seller fails to satisfactorily complete one hundred percent (100%) of the work covered by the Remediation Plan on or before July 1, 2020, which date shall be extended as reasonably necessary as a result of adverse weather conditions and/or other circumstances beyond the control of the Seller which materially interferes with completion of the work covered by the Remediation Plan, Buyer shall have the right after any required notice to declare Seller to be in default and exercise the remedies provided in Paragraph 14.2 of the Agreement.

2. Extension for Satisfaction of Certain Conditions of Closing and the Date of Closing. The date for satisfaction of the Conditions of Closing set forth in Paragraphs 7.2 and 7.3 of the Agreement shall be extended for up to ninety (90) days following the date that Buyer’s Environmental Agent confirms that Seller has satisfactorily completed one hundred percent (100%) of the work covered by the Remediation Plan in accordance with Paragraph 1(d).

3. Closing. Closing under the Agreement shall be held at 10:00 A.M. local time ten (10) days following the date on which: (a) the Conditions set forth in Paragraphs 7.2 and 7.3 have been satisfied; and (b) settlement occurs on the Revenue Bonds, at the offices of Petrikin, Wellman, Damico Brown & Petrosa, 109 Chesley Drive,

Media, Pennsylvania 19063, or at such place (or by mail) as Seller and Buyer may mutually agree in writing.

4. Miscellaneous.

(a) Except as specifically amended or modified herein, each and every term, covenant and condition of the Agreement is hereby ratified and confirmed and shall remain in full force and effect.

(b) To the extent of any inconsistency between this Eleventh Amendment and the Agreement, the provisions of this Eleventh Amendment shall control.

(c) This instrument shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) This Eleventh Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Eleventh Amendment and shall be considered a single document. Any signature delivered by a party by facsimile or electronic (i.e., email) transmission shall be deemed to be an original signature to this Eleventh Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Eleventh Amendment.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Eleventh Amendment to Agreement of Sale as of the date first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania and Delaware nonprofit corporation, its sole Member



Name: Charles McLister
Title: President and Chief Executive Officer

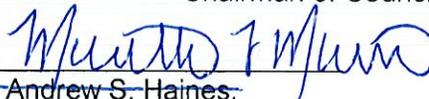
BUYER:

MIDDLETOWN TOWNSHIP

BY: _____

Mark Kirchgasser,
Chairman of Council

ATTEST:



Acting

~~Andrew S. Haines,~~
Township Manager