

DOWNINGTOWN AREA BOARD OF EDUCATION
Administrative Office James E. Watson Staff Development Room
Wednesday, February 9, 2022
6:30 p.m.

BOARD MEETING NOTES

A. CALL TO ORDER

President Wisdom called the meeting to order at 6:40 p.m. in the James E. Watson Staff Development Room.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Director Bertone
Director Blust
Vice President Ghrayeb
Director Gurthy
Director Houghton
Dr. MacNeal
Director Ross
President Wisdom

D. PUBLIC INPUT ON ACTION ITEMS – The Downingtown Board of Directors encourages public comment from its citizens. Each community member may speak for a period of no longer than 2 minutes. Please understand that this is not a time for dialogue with the board; rather the board will listen to all comments and consider them in further deliberations. Our individual e-mail addresses are on the website if you'd like to contact your individual board representative. We ask that you please direct complaints of a personnel nature regarding an individual employee directly to the superintendent.

E. SUPERINTENDENT'S REPORT

1. Superintendent Update

Dr. Lonardi presented a short PowerPoint update. Included were the most recent Covid metrics for Chester County. The numbers are dropping in the county. Dr. Lonardi stated if the numbers would reach the moderate or low levels she would follow the board approved Health and Safety Plan and designate masks as optional. The Health and Safety Plan will be discussed again at the March 2 Committee of the Whole for review of numbers and discussion of revisions moving forward with a possible vote at the March 9 School Board meeting.

2. Communications Audit Survey

- a. Over the past several weeks, the Chester County Intermediate Unit has hosted over 16 focus groups with internal and external DASD stakeholders as part of a communication audit. Thank you to everyone who participated in these focus groups.

In order to gather additional information and make sure all of our stakeholders have an opportunity to share their perspective, we invite all DASD families and community members to participate in a survey.

To complete this brief survey, please visit www.dasd.org/commsurvey by February 14.

3. Capital Budget – Dr. Lonardi, Dr. Chance, Dr. Mattei, Mr. Matyas, Mr. Lauver
A PowerPoint was presented for 2022-2023 Capital Budget. Dr. Lonardi and Mr. Matyas presented overview of current and proposed budget. Dr. Chance, Dr. Mattei and Mr. Lauver presented Curriculum, Technology and Facilities breakdowns. This budget will be included with the 2022-2023 General Budget presentation to take place in March.

F. REPORTS

1. Student Representatives Carly Etter
Jesslyn Geevarghese
Aerin Yoder
2. Student Life Report Director Bertone
Meeting held in January in person. Met in groups to discuss how to get back to schools working together on activities and sharing ideas. Representatives from the Downington Education Foundation, Colleen Cranney and Jeff Singleton, will attend a future meeting to acquaint the students with the offerings of the Education Foundation. Next meeting is March 17.
3. Cultural Equity Report Director Gurthy
Meeting held January 25th. I am Downington campaign is underway allowing students, parents and community members to show the diversity of our community. Two buddy boxes have been donated by It Takes a Village. Located at DHSE and DHSW. The boxes are used for food and non-perishable items for the food insecure. Brian Dawkins event scheduled for February 23rd. Next meeting is February 28.
4. Intermediate Unit Director Gurthy
Meeting held January 19th. Presentations of the 2020-2021 Audit Report, CCIU Core and Occupational budgets. Approved 2020-2021 Audit Report and calendars. Next meeting February 23.
5. DARC Vice President Ghrayeb
Meeting held January 20th. This was a reorganization meeting. Treasurers report provided. Summer programming is underway. Brochures available with registration opening February 14. Next meeting February 10.
6. Education Foundation Director Blust
Meeting scheduled for February 15. Harlam Wizards event to be held at DHSW on March 24. Tickets still available.
7. Legislative Committee Dr. MacNeal
Meeting slides will be included each month with the board packet for board review. Legislative Breakfast to be held on April 22nd from 8 – 10:30 a.m. Please complete

c. Approval of a settlement agreement and release with the parents of a DASD student (#2683314825)
Total Cost: NTE \$41,315
Contract Dates/Length: 2/10/22 – 6/30/22
Funding Source: Special Education
Budget Year: 2021 – 2022

d. Approval of a settlement agreement and release with the parents of a DASD student (#2829157974)
Total Cost: 2021 - 2022: \$235,000, 2022 - 2023: \$25,000
Contract Dates/Length: 2/10/22 – 6/30/23
Funding Source: Special Education
Budget Year: 2021 – 2022; 2022 – 2023

e. Approval of the following one-time field trips:

Curricular:

1. DHSE, DHSW, STEM – Grades 9-12, Social Studies – EF
Tour: Eastern Europe, Berlin, Dresden, Prague, Krakow, Slovakia, and Budapest – June 19-28, 2023 (Tentative dates) – no days missed
2. DHSE, DHSW, STEM – Grades 9-12, Social Studies – EF
Tour: WWII & The Western Front, UK, France, Belgium, Germany, and Austria – June 13-27, 2022 (Tentative dates) – no days missed
3. (DHSE, DHSW), STEM - Grades 9-12, FBLA – FBLA State Leadership Conference 2022, Hershey, PA – April 10-13, 2022 – no days missed

6. Finance

a. Approval for the disposal, sale or donation of items on the attached list

b. Approval of the following Student Activity Clubs:

1. DHSW Delta Phi Alpha (National German Honorary Society) – The Delta Phi Alpha seeks to recognize excellence in the study of German and to provide an incentive for higher scholarship. The Society aims to promote the study of the German language, literature and civilization and endeavors to emphasize those aspects of German life and culture which are of universal value and which contribute to humanity’s eternal search for peace and truth. They would like to raise funds selling German-themed seasonal items, having a possible restaurant night and selling t-shirts. The funds will be used to cover the cost of induction, graduation cords, and for occasional German language and culture related field trips

7. Facilities

a. Approval for the architect and the Director of Facilities to meet with the new West Bradford Township Engineer and Supervisors to review the

proposed plan for the possible construction of a 5/6 Center on a parcel of land at Bradford Heights Elementary School, and to contact the third-party Waste Water Treatment Plant Operator to request an extension on the reservation of sewer effluent capacity for the possible new building

- b. Approval of the submission to the Pennsylvania Department of Education of Plancon J for the final accounting of the construction of the new Uwchlan Hills Elementary School

8. Technology

- a. Approval to purchase a total of 15 HP printers for the middle schools
Total Cost: NTE \$15,000
Funding Source: Capital Budget
Budget Year: 2022 – 2023

9. Administrative

- a. Approval of the discipline of one high school student. The specific terms of the discipline shall be controlled by a written adjudication, incorporated herein by reference

I. ACTION AGENDA

Personnel Report – Director Blust

1. On a motion by Director Blust, seconded by Dr. MacNeal, the Board, on a voice vote, unanimously approved a contract with the Chester County Intermediate Unit for human resource generalist staffing services
Total Cost: \$2,548.35 per week
Contract Dates/Length: 2/10/22 – 7/31/22
Funding Source: Human Resources
Budget Year: 2021 – 2022; 2022 – 2023
2. On a motion by Director Blust, seconded by Vice President Bertone, the Board, on a voice vote, unanimously approved a \$50.00 flat rate for a 7.5 hour day (with a .5 hour duty free lunch) or a flat rate of \$25.00 for a half day (3 hours or less) to be paid to a qualified support staff substituting for a teacher, in addition to the employee's daily rate
3. On a motion by Director Blust, seconded by Vice President Ghrayeb, the Board, on a voice vote, unanimously approved hourly rates for seasonal extra help positions to be equal to the equivalent substitute rate. The clerical and technology positions will be equal to the central office clerical substitute rate. The custodial/maintenance positions will be equal to the custodial substitute rate, with an additional \$2 per hour for the maintenance positions

Finance Report – Director Houghton

1. On a motion by Director Houghton, seconded by Director Bertone, the Board, on a voice vote, unanimously approved a renewal contract with ServiceMaster for administrative facility and construction services. Yearly percent increases to the four-year contract can be up to 4% and will be based upon performance review. The agreement may be terminated by either party with 30 days of notice
 Total Cost: \$208,835.60 for the 2021-2022 Base Year
 Contract Length: 2021 – 2025
 Funding Source: General Fund, Facilities Department
 Budget Years: 2021 – 2022; 2022 – 2023; 2023 – 2024; 2024 – 2025

2. On a motion by Director Houghton, seconded by Director MacNeal, the Board, on a roll call vote, approved a resolution approving an agreement of sale with Carvana, LLC or its affiliate for the sale of property currently owned by the District in Uwchlan Township consisting of approximately 240 acres known as the “Siemens Property” and being Tax Parcels 33-1-25, 33-1-26, 33-1-27, 33-1-28 and 33-1-28.1, said agreement of sale to be attached to such resolution and included in the minutes of this meeting by a vote of 7-1, with Vice President Ghrayeb voting no.

Technology Report – Director Bertone

1. On a motion by Director Bertone, seconded by Dr MacNeal, the Board, on a voice vote, approved the purchase of hardware with installation services from CM3 to complete the upgrades of the school wide paging systems at all DASD schools by a vote of 7-0-1, with Director Houghton abstaining.
 Total Cost: NTE \$125,000
 Funding Source: Capital Budget
 Budget Year: 2022 – 2023

J. ANY OTHER ITEMS THAT REQUIRE THE ATTENTION OF THE BOARD

1. Elementary Town Hall Meetings
 Discussion of purpose and focus of proposed Town Hall meetings. Discussion included: how to advertise for all constituents, where to hold meeting, agenda/outline, and presentations. It was agreed to hold one meeting in person and by zoom, survey the board for possible date, set place (DHSW or DHSE auditorium), time, advertise, all board members to be present, and review video being put together. Conversation to continue at the March 2 Committee of the Whole.

2. Technology Fees
 Dr. Mattei presented previous three options and an additional two options for board consideration. After discussion, it was agreed the Option # 1 would be incorporated into 2022-2023 budget planning. Option #1 below:
 - \$50 per device K-8
 - \$75 per device 9-12
 - \$300,750 estimated loss of revenue (If all families pay assigned insurance)
 - \$175 family cap
 - \$7,250 estimated loss of revenue - Total loss: \$308,000

- If all families pay assigned insurance
 - Requires **millage increase of 0.20%** to the 2022-23 fiscal year

K. VISITORS – The Downingtown Board of Directors encourages public comment from its citizens. Each community member may speak for a period of no longer than 2 minutes. Please understand that this is not a time for dialogue with the board; rather the board will listen to all comments and consider them in further deliberations. Our individual e-mail addresses are on the website if you’d like to contact your individual board representative. We ask that you please direct complaints of a personnel nature regarding an individual employee directly to the superintendent.

Tara Haarlander (Upper Uwchlan) – District has a plan and should follow the plan. Listen to the expert recommendations.

Rachel Kramer (West Pikeland) – Need to open serious lines of communication with teachers. Need to have a plan for staff coverage when masks are optional.

Jennifer Stewart (Uwchlan) – Discussed district calendar and requested to have Easter Monday off given the recent discussions around other religious holidays which fall on a Saturday or Sunday. Also recommended mask optional consideration.

Ashley Foley (East Brandywine) – Expressed support for mask optional consideration.

Lisa Strobridge (East Brandywine) – Thanked the board for the conversation this evening regarding capital and operational budgets. Expressed support for data driven decisions. Apply science to Health and Safety mask mandate. Have an on and off ramp.

Janine Niemeyer (Upper Uwchlan) – Discussed belief that state of chaos in district over past couple years is based on adherence and allegiance.

Tina Ayala (West Bradford) – Health and Safety plan does not consider changes over the past several months. Supports masks optional.

Jim Miller (Uwchlan) – Discussed visit to Bradford Heights at end of day dismissal. Board need to consider traffic implications with proposal to building 5/6 center on this campus.

Greg Robino (West Bradford) – Has expressed concern previously regarding a 5/6 center on the Bradford Heights Elementary property. Supports Town Hall meetings to gather more community input.

Melanie Lewis (West Bradford) – Expressed support for no masking of children in school.

L. INFORMATION

1. The following policies are submitted for public review and scheduled for approval on March 9, 2022:

- a. 610 Purchases Subject to Bid Quotation

- b. 611 Purchases Budgeted
- c. AG Administrative Guideline: 626 Procurement
- d. 827 Conflict of Interest

2. School Board Meetings

In accordance with Act 93 of 1998 (Sunshine Law), the Board of School Directors met on the following dates in executive session to discuss items in one or more of the following areas: personnel, litigation, legal matters confidential information, labor relations, school security, real estate or land acquisition.

January 26, 2022

February 2, 2022

February 9, 2022

The next Committee of the Whole meeting is scheduled for March 2, 2022 starting at 6:30 p.m. in the James E. Watson Staff Development Room of the Administrative Office.

The next regular School Board Meeting is scheduled for March 9, 2022 starting at 6:30 p.m. in the James E. Watson Staff Development Room of the Administrative Office.

3. Enrollment Report

The attached enrollment report has been submitted from the district database as of February 1, 2022.

M. ADJOURNMENT

On a motion by Dr. MacNeal, the Board, agreed to adjourn at 9:30 p.m.

Respectfully submitted,

Virginia B. Warihay
School Board Secretary

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into by DOWNINGTOWN AREA SCHOOL DISTRICT, a government unit organized under the Pennsylvania Public School Code of 1949, as amended ("Seller"), and CARVANA, LLC, an Arizona limited liability company ("Buyer"), effective as of the Agreement Date set forth on the signature page by Jad J. Johnson, First American Title Insurance Company ("Escrow Agent").

Section 1. Conveyance of Property. Subject to the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property: (a) consisting of approximately 237 acres of land, together with improvements, site improvements, fixtures, and all easements, appurtenances, and other related real property rights, including all tangible personal property; (b) located near Lionville Station Road (with approximate street addresses of 401, 420, 450, 455 and 459 Lionville Station Road), Uwchlan, Chester County, Pennsylvania 19425 ; and (c) legally described in the attached **Exhibit A** and depicted in the attached **Exhibit A-1**, respectively (collectively, "**Property**").

Section 2. Purchase Price and Payment.

2.1 Purchase Price. On the Closing Date, Buyer shall pay to Seller \$87,817,000.00 ("**Purchase Price**"), which Purchase Price shall be comprised of the Earnest Money and the Cash Balance.

2.2 Earnest Money.

2.2.1 Initial Earnest Money. Within 5 days of the Agreement Date, Buyer shall deposit with Escrow Agent \$100,000.00 ("**Initial Earnest Money**"), which Escrow Agent shall place in a federally insured interest-bearing account. The Initial Earnest Money shall constitute the "**Earnest Money**" unless and until Buyer deposits the Additional Earnest Money with Escrow Agent, in which event the Earnest Money shall include the Initial Earnest Money and the Additional Earnest Money so deposited. If this Agreement terminates before the Closing, the Earnest Money shall be returned to Buyer (but only with a court order authorizing such return to Buyer, subject to the penultimate paragraph Section 7.2 below) or paid to Seller in accordance with the express provisions of this Agreement. If Closing occurs, the Earnest Money shall be credited to Buyer, applied against the Purchase Price and paid to Seller.

2.2.2 Additional Earnest Money. Concurrently with Buyer's issuance of the Approval Notice, Buyer shall deposit with Escrow Agent \$650,000.00 ("**Additional Earnest Money**").

2.3 Cash Balance. On or before the Closing Date, Buyer shall deposit with Escrow Agent the balance of the Purchase Price, increased or decreased to account for prorations, credits or other adjustments required by this Agreement ("**Cash Balance**"), for disbursement to Seller in accordance with this Agreement.

Section 3. Information and Inspection.

3.1 Seller's Information. Within 5 days of the Agreement Date, Seller shall provide to Buyer all information in Seller's possession or control relating to the Property (collectively, "**Information**"). If Seller obtains new or updated information regarding the Property prior to the Closing, Seller shall immediately deliver such supplemental information to Buyer and the same shall be included as part of the Information.

3.2 Title and Survey Matters. Promptly after the Agreement Date, Escrow Agent shall deliver to Buyer a commitment ("**Title Commitment**") for an extended coverage title insurance policy on the Property ("**Title Policy**"). Buyer shall cause a surveyor to complete and deliver to Escrow Agent, Seller and Buyer an ALTA survey of the Property ("**Survey**"). If the legal description of the Property on the Survey differs from that included on **Exhibit A**, then Buyer and Seller shall work cooperatively to resolve any such discrepancy and the Survey legal description shall be used in the Title Policy and the Deed in lieu of, or in conjunction with, the legal description included on **Exhibit A**. If Buyer is dissatisfied with any exception in the Title Commitment or matter disclosed by the Survey (each a "**Defect**" and, collectively, "**Defects**"), Buyer shall notify Seller and Escrow Agent in writing of its objections at least 15 days prior to the expiration of the Diligence and Approval Period ("**Title Objection Notice**"). Seller shall notify Buyer in writing within 10 days after receipt of the Title Objection Notice of any Defects which Seller is unwilling or unable to cure prior to Closing ("**Seller's Title Response**"). Seller's failure to timely deliver Seller's Title Response shall be deemed Seller's commitment to cure all Defects curable by Seller prior to Closing in a manner reasonably satisfactory to Buyer. If Seller does not agree to cure all Defects curable by Seller, then, unless Buyer notifies Seller and Escrow Agent in writing within 5 days after receipt of Seller's Title Response that Buyer shall accept the uncured Defects, Buyer shall be deemed to have elected to terminate this Agreement (*i.e.*, Buyer's failure to timely provide such notice shall be deemed Buyer's election to so terminate this Agreement), in which event Escrow Agent shall release the Initial Earnest Money to Seller and neither of the parties shall have any further obligations under this Agreement, except for any obligations expressly stated in this Agreement to survive a termination prior to Closing ("**Surviving Obligations**"). If the Title Commitment is amended to include new exceptions or requirements due to any act by Seller, Buyer shall have 5 days after Buyer's receipt of the amended Title Commitment within which to review and, if desired, object to such new Defects. If Buyer so objects, the procedures above shall govern such objection and Seller's response. Any item or matter contained in the Title Commitment or on the Survey to which Buyer does not object or elects to accept pursuant to this Section 3.2 shall be deemed a "**Permitted Exception**" and, collectively, "**Permitted Exceptions**". Notwithstanding anything contained herein to the contrary, it is understood and agreed that the Property shall be conveyed to Buyer free and clear of all monetary liens and encumbrances other than non-delinquent taxes and assessments, and Seller shall terminate all leases, possessory agreements, licenses, operating agreements and/or any other instruments or agreements that affect the Property in order to cause the parties-in-possession title exception shown on the Title Commitment, if any, to be deleted, and Buyer need not object to any such matters.

3.3 Diligence and Approval Period. Buyer shall have until 11:59 p.m. (AZ time) on the 90th day after the Agreement Date ("**Diligence and Approval Period**") to: (a) conduct and approve any investigations, studies or tests desired by Buyer, in Buyer's sole discretion, and to determine the feasibility of acquiring the Property (collectively, "**Inspections**"); and (b) seek all approvals and permits Buyer requires for Buyer's intended development and use of the Property (collectively, "**Governmental Approvals**"). Notwithstanding the foregoing, Buyer acknowledges that: (i) the expiration of the Diligence and Approval Period on the date 90 days after the Agreement Date is a firm outside date and will not be extended by Seller; and (ii) the issuance of the Governmental Approvals is not a condition to Closing hereunder. Seller, at no cost or expense to Seller, shall reasonably cooperate with Buyer's applications for, and other matters related to, the Governmental Approvals. During the Diligence and Approval Period, Seller grants to Buyer the right to enter the Property to conduct the Inspections. Buyer shall notify Seller at least 24 hours prior to any such entry and shall not unreasonably interfere with Seller's business operations at the Property. Buyer shall not, without the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed), be permitted to perform any intrusive testing at the Property, and Buyer shall repair any damage to the Property arising out of the Inspections and return the Property to substantially the same condition as existed prior to the Inspections, except that Buyer shall not be required to restore any latent defect or pre-existing condition at the Property not caused by Buyer's or

its agents entry on the Property. Buyer shall indemnify, defend and hold Seller harmless from and against any damage, injury, claim or lien caused by or related to the activities or presence of Buyer or its agents on the Property, except that Buyer shall have no obligation to indemnify Seller as a result of the discovery or presence of any pre-existing conditions, including any hazardous materials. Buyer shall also maintain commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and workers compensation insurance and shall provide a certificate of insurance evidencing the same to Seller prior to Buyer's initial entry onto the Property. These indemnity and insurance obligations shall survive any termination of this Agreement. If, at any time prior to the expiration of the Diligence and Approval Period, Buyer elects in its sole discretion not to proceed to acquire the Property, Buyer may terminate this Agreement by giving written notice of termination to Seller and Escrow Agent. Buyer may expressly waive this termination right at any time prior to the end of the Diligence and Approval Period by giving written notice of such waiver to Seller and Escrow Agent ("**Approval Notice**"), and the Diligence and Approval Period shall be deemed to end upon Buyer's giving of the Approval Notice. Unless Buyer has given the Approval Notice to Seller and Escrow Agent expressly stating that Buyer elects to waive this termination right and proceed with the acquisition of the Property, then upon the expiration of the Diligence and Approval Period, Buyer shall be deemed to have terminated this Agreement. Upon any termination or deemed termination pursuant to this Section 3.3, Escrow Agent shall release the Initial Earnest Money to Seller, and neither of the parties shall have any further obligations under this Agreement, except for any Surviving Obligations. If this Agreement is not so terminated, then this Agreement shall continue in full force and effect in accordance with its terms.

3.4 Condition of Property. BUYER ACKNOWLEDGES THAT, SUBJECT TO THE EXPRESS REPRESENTATIONS, WARRANTIES AND OTHER COMMITMENTS OF SELLER IN THIS AGREEMENT, BUYER IS PURCHASING THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS" AND IN RELIANCE UPON BUYER'S OWN STUDIES, INVESTIGATIONS AND DUE DILIGENCE.

Section 4. Closing.

4.1 Closing Date. Buyer and Seller shall complete the purchase and sale of the Property pursuant to this Agreement ("**Closing**") on the 10th day after Seller notifies Buyer and Escrow Agent in writing of the approval of the Sale by the Court, as more particularly described in the final paragraph of Section 7.2 below ("**Closing Date**").

4.2 Escrow Agent; Instructions. Buyer and Seller shall deposit with Escrow Agent all funds and documents necessary to perform and complete the purchase and sale of the Property pursuant to this Agreement. Escrow Agent shall hold such funds and documents in escrow for delivery as directed by: (a) this Agreement; (b) settlement statements prepared by Escrow Agent and reasonably approved by the parties in advance of the Closing ("**Closing Statements**"); and (c) closing instructions of the parties. If Closing does not occur, Escrow Agent shall return such funds and documents to the party depositing the same upon request (other than the Earnest Money, which shall be paid as provided in this Agreement). Escrow Agent is authorized to take all other actions consistent with the terms of this Agreement as reasonably necessary to effectuate the Closing, including, without limitation, preparing and filing the applicable IRS Form(s) 1099-S in compliance with Internal Revenue Code Section 6045(e).

4.3 Seller's Closing Deliveries. At least 3 days prior to the Closing Date, Seller shall deliver to Escrow Agent, duly executed and acknowledged by Seller as required: (a) a deed substantially in the form of the attached **Exhibit B** ("**Deed**"); (b) if the sale involves the transfer of tangible personal property or other rights related to the Property, a commercially reasonable bill of sale and general assignment; (c) proof of

authority, lien affidavits, mechanics' lien indemnifications and other documentation reasonably requested by Escrow Agent to issue the Title Policy; (d) a Non-Foreign Affidavit pursuant to Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and (e) other documents reasonably required for Seller and/or Escrow Agent to perform their respective obligations under this Agreement. (collectively, with any documents to be signed [and, if required, acknowledged] by Buyer under Section 4.4, if any, "**Closing Documents**").

4.4 Buyer's Closing Deliveries. On or before the Closing Date, Buyer shall deliver to Escrow Agent the Cash Balance and other funds required of Buyer set forth in the Closing Statements. At least 3 days prior to the Closing Date, Buyer shall deliver to Escrow Agent, duly executed and acknowledged by Buyer as required, all documents reasonably required for Buyer and/or Escrow Agent to perform their respective obligations under this Agreement.

4.5 Prorations. General real estate taxes and assessments imposed by governmental authority and assessments imposed by private covenant constituting a lien or charge on title to the Property (collectively, "**Taxes**") not yet due and payable, and all other expenses of operation of the Property, shall be prorated as of the Closing Date so that Seller pays all such amounts through the Closing Date. If the Closing Date occurs prior to receipt by Seller of the tax bill for the calendar year or other applicable tax period in which Closing occurs, Buyer and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the last tax bill issued as of the Closing Date.

4.6 Costs.

4.6.1 Seller. Seller shall pay the following costs and expenses in connection with this transaction: (a) ½ of all transfer taxes or other governmental charges including Chester County Taxes assessed on the transfer of the Property, if any; (b) the premium for any curative endorsements to the Title Policy (if any) Seller elects to obtain to cure Defects; (c) ½ of Escrow Agent's fees for performing the services required by this Agreement; (d) Seller's share of Taxes and other prorations; and (e) Seller's attorney's fees.

4.6.2 Buyer. Buyer shall pay the following costs and expenses in connection with this transaction: (a) ½ of all transfer taxes or other governmental charges including Chester County Taxes assessed on the transfer of the Property, if any; (b) the premium for the Title Policy and any non-curative endorsements Buyer elects to obtain; (c) the cost of recording the Deed; (d) ½ of Escrow Agent's fees for performing the services required by this Agreement; (e) all costs incurred by Buyer in connection with its diligence or other activities related to the Property; (f) Buyer's share of Taxes and other prorations; and (g) Buyer's attorney's fees.

4.7 Risk of Loss. Seller shall bear all risk of loss resulting from damage of all or a portion of the Property which may occur prior to Closing by way of casualty, condemnation or otherwise ("**Risk of Loss Event**"). Following any Risk of Loss Event, Buyer may, in its sole discretion, by written notice to Seller and Escrow Agent within 15 days after receiving notice of such event, terminate this Agreement, in which event Escrow Agent shall return the Earnest Money to Buyer (only with court order) and neither of the parties shall have any further obligations under this Agreement, except for any Surviving Obligations. If necessary, the Closing Date shall be extended to allow Buyer such 15-day period. In the event of any Risk of Loss Event which does not result in a termination of this Agreement, Seller shall, at Closing, pay Buyer or credit Buyer against the Purchase Price the amount of any insurance or condemnation proceeds attributable to such event, or assign to Buyer, as of Closing and in a form acceptable to Buyer, all rights or claims for relief to the same, and credit to Buyer an amount equal to the deductible (if any) under any applicable insurance policy of Seller.

Section 5. Representations, Warranties and Covenants of Seller. On the Agreement Date and on the Closing Date, Seller makes the following representations and warranties, and covenants of indemnity, to Buyer, all for the exclusive benefit and reliance of Buyer:

5.1 Authority. Seller has full power and authority to execute, deliver and perform under this Agreement and under the Closing Documents, and no third party is required for Seller to enter into and perform under this Agreement. The execution, delivery and performance of this Agreement and the Closing Documents have not and shall not constitute a breach or default under any other agreement, law or court order under which Seller is a party or may be bound.

5.2 Legal Actions. There are no actions or proceedings pending or, to Seller's actual knowledge, threatened against Seller or the Property affecting Seller's ability to perform any its obligations under this Agreement or the Closing Documents or the use or condition of the Property. To Seller's actual knowledge, the Property is in compliance with governmental regulations, including, without limitation, building codes.

5.3 Environmental Matters. Except as disclosed in that certain Phase I Environmental Site Assessment of the Property dated May, 2006 prepared by RT Environmental Services, Inc. and that certain Phase I/Limited Phase II Environmental Site Assessment of the Property dated December 17, 2014 prepared by Marathon Engineering and Environmental Services, Inc. (collectively, the "**Environmental Reports**"), both of which have been provided by Seller and receipt thereof hereby acknowledged by Buyer, Seller has no actual knowledge that there exists, and neither Seller nor its affiliates have caused, any generation, production, location, transportation, storage, treatment, discharge, disposal, release or threatened release upon, under or about the Property of any "**Hazardous Substance**", which means any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos (including, without limitation, vinyl asbestos tile), or any other substance or material defined as a "hazardous substance" by any federal, state, or local environmental law, ordinance, rule or regulation including, without limitation, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Federal Hazardous Materials Transportation Act, as amended, the Federal Resource Conservation and Recovery Act, as amended, and the rules and regulations adopted and promulgated pursuant to each of the foregoing. Except as disclosed in the Environmental Reports, Seller has no actual knowledge that there is now in, on or under the Property any underground or above-ground trash pits, storage tanks or surface impoundments, any asbestos containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. Certain existing structures located on the Property are listed on the Historic Resources Map and Inventory of Uwchlan Township. Seller assigns to Buyer as of the Closing all claims, counterclaims, defenses and actions, whether at common law or pursuant to any other applicable federal, state or other laws, which Seller may have against any third party or parties relating to the existence or presence of any Hazardous Substance upon, under or about the Property.

5.4 Title. Seller is the lawful holder of fee simple title to the Property. **TO SELLER'S ACTUAL KNOWLEDGE, EXCEPT AS SET FORTH IN APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, CODES, RULES AND REGULATIONS, THERE ARE NO COVENANTS, CONDITIONS, EASEMENTS, JUDGMENTS, OR OTHER RESTRICTIONS APPLICABLE TO THE PROPERTY WHICH ARE NOT RECORDED AGAINST THE PROPERTY.** No party shall, without the prior written consent of Buyer, convey any interest in the Property, and no party shall voluntarily subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights-of-way, or similar matters after the Agreement Date that shall not be eliminated on or prior to the Closing Date.

5.5 Agreements and Liens. With the exception of this Agreement, Seller shall not enter into, and there is not existing, any agreement, written or oral, under which Seller is or could become obligated to sell all or a portion of the Property to a third party. After the Agreement Date, Seller shall not, without the prior written consent of Buyer, convey any interest in the Property, nor voluntarily subject the Property to any additional liens, restrictions, covenants, conditions, easements or other encumbrances.

5.6 Pre-Closing and Seller Holdover Operations. From the Agreement Date through the Closing Date, Seller shall perform and comply with the following:

5.6.1 The Property shall be conveyed in substantially the condition it is in as of the Agreement Date, subject to Seller's agreement, at Seller's sole cost and expense and prior to the Closing, to ensure the Property: (a) is free of fuel and storage distribution facilities; (b) is free of underground storage tanks and related pipes; (c) is free of waste, debris and Hazardous Substances in violation of applicable laws; and (d) has all utilities available for connection to the Property, including, specifically, gas, electric, water and sewer utility connections.

5.6.2 Seller shall not sell, pledge or otherwise transfer or dispose of all or any part of the Property.

5.6.3 Seller shall not enter into any new agreements with respect to the Property that shall not be cancelable by Buyer without penalty upon no greater than thirty (30) days' notice, without the prior written consent of Buyer.

5.6.4 Seller shall comply with all governmental regulations applicable to the Property so that on the Closing Date the Property complies with government regulations.

5.7 No Other Agreements. There are no shared expense agreements, repayment agreements, reimbursement agreements or development payback agreements that affect all or any portion of the Property.

5.8 Tenancies; Other Parties in Possession. Other than one or more farming leases relating to the growing of crops on the Property, all of which Seller will cause to be terminated prior to the Closing (and Seller will deliver written notice of such terminations to Buyer and Escrow Agent prior to the Closing), with all lessees thereunder having vacated the Property (including removal of all personal property of such lessees) prior to the Closing, there are no tenants, occupants or other parties in possession of the Property, or leases or other agreements which grant third parties possessory or usage rights to all or any part of the Property, except as referenced in the Title Commitment or this Agreement.

If this transaction closes, the representations, warranties and covenants of Seller stated in this Section 5 shall survive the Closing and recordation of the Deed. Seller shall indemnify Buyer for all reasonable costs, direct damages, claims, expenses and liabilities incurred by Buyer as a proximate result of any breach by Seller of the representations, warranties or covenants of Seller in this Agreement, provided a claim under this Section 5 is made in writing and delivered to Seller within 12 months after the Closing Date.

Section 6. Representations, Warranties and Covenants of Buyer. On the Agreement Date and on the Closing Date, Buyer makes the following representations and warranties, and covenants of indemnity, to Seller, all for the exclusive benefit and reliance of Seller:

6.1 Authority. Buyer has full power and authority to execute, deliver and perform under this Agreement and under the Closing Documents, and no third party consent is required for Buyer to enter into

and perform under this Agreement. The execution, delivery and performance of this Agreement and the Closing Documents have not and shall not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound.

6.2 Legal Actions. There are no actions or proceedings pending or, to Buyer's actual knowledge, threatened against Buyer affecting Buyer's ability to perform any its obligations under this Agreement or the Closing Documents.

6.3 Current Intended Use. As of the Agreement Date, Buyer's current intended use of the Property is for commercial purposes and does not contemplate any residential use of the Property.

If this transaction closes, the representations, warranties and covenants of Buyer stated in this Section 6 shall survive the Closing and recordation of the Deed. Buyer shall indemnify Seller for all reasonable costs, direct damages, claims, expenses and liabilities incurred by Seller as a proximate result of any breach by Buyer of the representations, warranties or covenants of Buyer in this Agreement, provided a claim under this Section 6 is made in writing and delivered to Buyer within 12 months after the Closing Date.

Section 7. Conditions to the Closing; Default and Remedies.

7.1 Conditions Precedent to Buyer's Obligations. Buyer's obligations to close escrow and complete the purchase of the Property under this Agreement are expressly subject to the following:

7.1.1 Representations, Warranties and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller under this Agreement and Seller's representations, warranties and covenants set forth in Section 5 shall be true and correct as of the Closing Date.

7.1.2 No Material Changes. From the Agreement Date through the Closing Date, there shall have been no material adverse changes in the physical condition of the Property.

7.1.3 Seller's Deliveries. Seller shall have delivered the items described in Section 4.3.

7.1.4 Title Policy. Escrow Agent's irrevocable commitment to issue the Title Policy in the amount of the Purchase Price in the form approved by Buyer pursuant to the terms of this Agreement.

7.1.5 Moratorium. On the Closing Date, there shall be no assessment, reclassification, rezoning, or other statute, law, judicial, or administrative decision, proceeding, ordinance, or regulation (including amendments and modifications of any of the foregoing) pending by any government or quasi-governmental bodies and agencies having jurisdiction over the Property, which would adversely affect the acquisition, development, sale or use of the Property.

7.1.6 Taxes, Fees and Assessments. Subject to Section 4.5, all taxes, fees and assessments, if any, shall be paid as of the Closing Date.

7.1.7 Bankruptcy. No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien or levy shall have attached to or been issued with respect to Seller's interest in all or a portion of the Property.

7.1.8 Possession. All lessees, tenants and occupants of the Property (including, without limitation, any and all lessees under any and all of the farming leases described in Section 5.8 above) must have vacated the Property (with all personal property of such lessees, tenants and occupants removed from the Property) so that sole and exclusive possession of the Property is provided to Buyer at the Closing.

7.2 Conditions Precedent to Seller's Obligations. Seller's obligations to close escrow and complete the sale of the Property under this Agreement are expressly subject to the following: (a) Buyer having duly performed each and every agreement to be performed by Buyer under this Agreement and Buyer's representations, warranties and covenants set forth in Section 6 being true and correct as of the Closing Date; and (b) Buyer having delivered the items described in Section 4.4.

Additionally, Buyer and Seller acknowledge and agree that this Agreement is contingent upon the approval by Seller's Board of Directors ("**Seller's Board**") on or before February 15, 2022 (the "**Seller's Board Approval Outside Approval Date**"). If Seller's Board does not approve this Agreement by the Seller's Board Outside Approval Date, then this Agreement shall terminate immediately thereafter without further action of the parties hereto, the Earnest Money shall immediately be returned to Buyer (without the need for court order as may otherwise be required under this Agreement), and neither party shall have any further rights or obligations under this Agreement other than the Surviving Obligations. Seller hereby agrees to use commercially reasonable efforts to obtain the approval of this Agreement by Seller's Board as soon as commercially practicable following the Agreement Date; as soon as commercially practicable following such approval, Seller will notify Buyer and Escrow Agent of same in writing.

Buyer and Seller further acknowledge and agree that the closing sale of the Property from Seller to Buyer pursuant to this Agreement ("**Sale**") is contingent upon the approval by the Court of Common Pleas of Chester County, Pennsylvania ("**Court**"), as a private sale of the Property, pursuant to the provisions of Section 707(3) of the Public School Code of 1949, as amended, 24 P.S. Section 7-707(3) (the "**School Code**"). As soon as practicable following the Agreement Date, at Seller's sole cost and expense, Seller shall file a petition with the Court seeking approval pursuant to the School Code, and shall thereafter prosecute such petition with all deliberate speed. As soon as commercially practicable following such Court approval, Seller will notify Buyer and Escrow Agent of same in writing. If such approval ("**Court Approval**") is not obtained (with Seller having provided notice thereof to each of Buyer and Escrow Agent as aforesaid) on or before the date 90 days following Buyer's issuance of the Approval Notice to Seller (the "**Court Approval Outside Approval Date**"), then this Agreement shall terminate immediately thereafter without further action of the parties hereto, the Earnest Money shall be returned to Buyer (with court order), and neither party shall have any further rights or obligations under this Agreement other than the Surviving Obligations.

7.3 Failure of Conditions to the Closing. In the event any of the conditions set forth in Section 7.1 or 7.2 are not timely satisfied or waived in writing by the respective party, for a reason other than the default of Buyer or Seller under this Agreement, the escrow and the rights and obligations of Buyer and Seller under this Agreement shall terminate, except as otherwise expressly provided in this Agreement, and Escrow Agent is instructed to promptly return to Seller and Buyer all funds and documents deposited into the escrow by each of them, with interest, if applicable, respectively, which are held by Escrow Agent on the date of said termination. Notwithstanding the foregoing, no termination shall occur until: (a) Buyer has had the opportunity to waive any condition for Buyer's benefit within 5 days after receipt of notice of the failure of such condition; and (b) Buyer does not elect to waive such condition. For the avoidance of doubt, if Buyer terminates this Agreement for a failure of any of the conditions set forth in Section 7.1, Escrow Agent shall return the Earnest Money to Buyer (but only with a court order).

7.4 Seller's Default; Buyer's Remedies. Provided Buyer is not in default under the terms of this Agreement (beyond applicable cure periods), if Seller fails to perform when due any act required by this Agreement to be performed or otherwise breaches this Agreement, and such failure or breach continues for 5 days after Seller's receipt of written notice of such failure or breach, Buyer may elect to: (a) waive such breach and consummate the Closing in accordance with the terms of this Agreement; (b) terminate this Agreement and receive a refund of the Earnest Money (but only with court order) and recover from Seller all reasonable out-of-pocket expenses not to exceed an aggregate of \$250,000.00 actually incurred by Buyer related to the Property and this transaction; or (c) bring an action against Seller for specific performance of the terms of this Agreement; provided, however, if specific performance is not available due to Seller's having sold the Property to a third party other than Buyer before this Agreement has been terminated, then in addition to the remedy set forth in subsection (b) above, Buyer shall have the right to seek any and all remedies available to Buyer at law or in equity; provided, however, that in no event shall Seller be liable for punitive, special, consequential or other indirect damages. If, after the Closing Date, Seller breaches an obligation under this Agreement that survives and continues after the Closing Date, Seller shall be in default and Buyer may prosecute its claims for direct damage suffered as a proximate result of such default.

7.5 Buyer's Default; Seller's Remedies. Provided Seller is not in default under the terms of this Agreement (beyond applicable cure periods), if Buyer fails to perform when due any act required by this Agreement to be performed or otherwise breaches this Agreement, and such failure or breach continues for 5 days after Buyer's receipt of written notice from Seller of such failure or breach, then Seller may terminate this Agreement and retain the Earnest Money as the exclusive remedy for Buyer's default and neither party shall have any further rights or obligations under this Agreement other than those rights and obligations that are expressly stated to survive the termination of this Agreement. The parties acknowledge and agree that it would be difficult and speculative to determine the actual damages suffered by Seller in the event of Buyer's default and the parties agree to liquidate the amount of Seller's damages for any Buyer default to an amount equal to the Earnest Money, which shall be the exclusive remedy of Seller for Buyer's default under this Agreement. If, after the Closing Date, Buyer breaches an obligation under this Agreement that survives and continues after the Closing Date, Buyer shall be in default and the Seller may prosecute its claims for direct damage suffered as a proximate result of such default.

Section 8. General Provisions.

8.1 Notice. Notices under this Agreement (each a "**Notice**" and collectively, "**Notices**") shall be in writing and shall be given by personal delivery, overnight delivery or electronic mail transmission ("**Email**"). If personally delivered, a notice shall be deemed given and received upon such delivery. If sent by overnight courier service, a notice shall be deemed given upon deposit with such courier and deemed received upon actual receipt or refusal of delivery at the notice address. If sent by Email, a notice shall be deemed given and received when such Email is transmitted to the notice address, using the time stamp on the sender's Email. The notice addresses for Seller, Buyer and Escrow Agent are as follows (but may be changed upon notice given in accordance with these requirements):

Seller:	Downingtown Area School District	with copy to:	Roger N. Huggins, Esq.
	c/o Edward Ritti		Lamb McErlane, PC
	Berkshire Hathaway Fox & Roach Realtors		24 East Market Street
	100 Deerfield Lane, Suite 140		P.O. Box 565
	Malvern, Pennsylvania 19355		West Chester, Pennsylvania 19381
	Email: ed.ritti@foxroach.com		Email: rhuggins@lambmcerlane.com

Buyer: Carvana, LLC
Attn: Real Estate Legal Department
1930 W. Rio Salado Parkway
Tempe, Arizona 85281
Email: RENotices@carvana.com

with copy to: Eric Wilhelm
Buchalter
16435 N. Scottsdale Road, Ste. 440
Scottsdale, Arizona 85254-1754
Email: ewilhelm@buchalter.com

Escrow
Agent: First American Title Insurance Company
2425 E. Camelback Road, Suite 300
Phoenix, Arizona 85016
Attn: Jad J. Johnson
Email: jjjohnson@firstam.com

8.2 Assignment and Modification. This Agreement may not be assigned by Seller or Buyer without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign its rights under this Agreement to any entity affiliated with, controlled by, or under common control with Buyer without seeking or obtaining Seller's consent. Additionally, Seller and Buyer may each assign this Agreement to a qualified intermediary in an exchange of the Property pursuant to Internal Revenue Code Section 1031. Subject to the limitations set forth in this Agreement, this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties.

8.3 Unavoidable Delay. Subject to the following sentence, if either party shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, delays in issuance of required permits or other approvals from governmental agencies and/or third parties (as applicable), enemy act, civil commotion, fire or other casualty, acts of terrorism, public emergency (including, without limitation, epidemic or pandemic), Seller's interference with Buyer's access to the Property as permitted under this Agreement, or other causes beyond the reasonable control of the party so delayed, hindered or prevented (each an "**Unavoidable Delay**"), then the party's performance of such act shall be excused during such Unavoidable Delay and the time for so performing by the party shall be extended for a period equivalent to the length of such Unavoidable Delay (with commensurate extensions of applicable critical/outside dates under this Agreement on a day-for-day basis equal to the length of such Unavoidable Delay). Notwithstanding the foregoing, the provisions of this Section 8.3 shall in no event excuse either party from making any payment when due under this Agreement.

8.4 Negotiation and Integration. The terms of this Agreement represent the results of negotiations between the parties, each of which has been represented by counsel or other representative of its choosing and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. This Agreement is entered into after full investigation, neither party relying upon any statements or representations made by the other not contained in this Agreement. All prior and contemporaneous statements, representations, implications, understandings and agreements between the parties are superseded by and merged in this Agreement, which alone fully and completely expresses their entire agreement. There are no other agreements between the parties regarding the Property.

8.5 Severability. If any provision of this Agreement is held by a court to be void or unenforceable, the balance of this Agreement shall remain valid and enforceable.

8.6 Other Agreements. Seller shall not enter into any contracts, leases, agreements or amendments to existing agreements or encumbrances affecting the Property while this Agreement is in force without the prior written consent of Buyer, not to be unreasonably withheld. Buyer acknowledges that, prior to Closing, Seller may enter into back-up agreements to sell the Property in the event that Buyer fails to purchase the Property, provided said back-up offers do not affect Buyer's rights under this Agreement.

8.7 No Agency; No Recording. Neither party is the agent, partner or joint venture partner of the other. Neither Seller nor Buyer has any obligations or duties to the other except as specifically provided for in this Agreement. Neither this Agreement nor any memorandum thereof shall be recorded.

8.8 Attorney's Fees. If there is any proceeding to enforce this Agreement, any instrument executed pursuant to this Agreement or by reason of a breach of this Agreement, the unsuccessful party shall pay to the successful party all costs and expenses incurred by the successful party, including, without limitation, reasonable attorneys' fees and court costs. The determinations of which party is the "**successful party**" and the amount of such costs and expenses shall be made by the judge or other arbiter in such proceeding. The provisions of this Section 8.8 shall survive Closing or earlier termination of this Agreement.

8.9 Time of Essence. Time is of the essence of this Agreement. However, if any action is required to be taken on a Saturday, Sunday, or legal holiday in the jurisdiction in which the Property is located, the action shall be deemed timely if it is taken on the next day following the Saturday, Sunday or legal holiday, as applicable.

8.10 State Law and Jury Trial Waiver. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED AND THE PARTIES VOLUNTARILY WAIVE TRIAL BY JURY IN ALL JUDICIAL PROCEEDINGS RELATING TO THIS AGREEMENT.**

8.11 Post-Closing Indemnity. If Closing occurs: (a) Buyer shall indemnify, defend and hold harmless Seller, Seller's affiliates, and their employees, agents, successors and assigns, (collectively, "**Seller Indemnified Parties**") for, from and against all demands, claims (including, without limitation, causes of action in tort), legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, reasonable attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, relating to the Property (collectively, "**Claims**") brought by third parties against the Seller Indemnified Parties relating to any actual or alleged events, acts or omissions occurring with respect to the Property from and after Closing or with respect to which the claimed loss, damage or injury occurred from and after Closing, but that were not caused (in whole or in part) by any Seller Indemnified Party; and (b) Seller shall indemnify, defend and hold harmless Buyer, Buyer's affiliates, and their employees, agents, successors and assigns (collectively, "**Buyer Indemnified Parties**") for, from and against all Claims brought by third parties against the Buyer Indemnified Parties relating to any actual or alleged events, acts or omissions occurring with respect to the Property prior to Closing or with respect to which the claimed loss, damage or injury occurred prior to Closing, but that were not caused (in whole or in part) by any Buyer Indemnified Party. These obligations shall not apply to any Claims which the parties have expressly agreed in this Agreement or in any Closing Documents shall be addressed, handled or allocated in a manner contrary to the foregoing general provisions. The provisions of this Section 8.11 shall survive Closing, provided a claim under this Section 8.11 is made in writing and delivered to the indemnifying party within 12 months after the Closing Date.

8.12 Commissions. The parties represent that they have dealt with no broker(s) other than Edward Ritti, of Berkshire Hathaway Fox & Roach Realtors ("**Seller's Broker**") and Ryan Keiser, of KBC, together with

local co-brokerage partner, Brian Hilger, of Avison Young (collectively, “**Buyer’s Broker**”) in connection with this transaction. At the Closing: (a) Seller shall pay a commission to Seller’s Broker pursuant to a separate agreement between Seller and Seller’s Broker; and (b) Buyer shall pay a commission to Buyer’s Broker pursuant to a separate agreement between Buyer and Buyer’s Broker. If any other party asserts a claim to a finder’s fee, brokerage commission or other compensation in connection with the Property or the transaction described in this Agreement, the party against whom the finder or broker is claiming shall indemnify and hold the other party harmless from and against such claim and all costs and liabilities incurred in connection with such claim, including, but not limited to, reasonable attorneys’ fees and court costs. This indemnity shall survive the Closing or termination of this Agreement.

8.13 Survival. If performance of any covenant or obligation under this Agreement or the Closing Documents is set to occur or continue after the Closing, the same shall not merge with the transfer of title to the Property, but shall remain in effect until fulfilled (subject to express limitations in this Agreement).

8.14 Approvals; Further Acts. The parties agree that, unless otherwise expressly provided in this Agreement, any consent or approval required under this Agreement shall not be unreasonably withheld, conditioned or delayed. The parties shall execute such other documents and perform such other acts as reasonably required to carry out the purpose and intent of this Agreement, which shall survive the Closing.

8.15 Incorporation of Exhibits. All exhibits attached to this Agreement are considered to be a part of this Agreement and are fully incorporated by this reference to the same extent as though set forth at length.

8.16 OFAC. Each party represents and warrants to the other that: (a) such party is not knowingly acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, or engaging in, instigating or facilitating this transaction for or on behalf of any such person, group, entity or nation; (b) such party is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering; and (c) none of the funds of such party to be utilized in this transaction have been or shall be derived from any unlawful activity with the result that such party or the Property is subject to seizure, forfeiture or other remedy or that this Agreement or the transactions contemplated by this Agreement are or shall be in violation of law. The provisions of this Section 8.16 shall survive Closing or any earlier termination of this Agreement.

8.17 Miscellaneous. If Seller consists of more than 1 person or entity, the liability of each such person or entity shall be joint and several. No waiver by Seller or Buyer of a breach of any of the terms, covenants or conditions of this Agreement shall be construed to be a waiver of any other breach of the same or any other term, covenant or condition of this Agreement. The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

8.18 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, all of which, together, shall constitute a single instrument. Signatures provided by Email, through scanned or electronically transmitted .pdf or other commercially accepted format, shall be accepted as originals.

[SIGNATURE PAGE FOLLOWS]

Seller and Buyer have executed this Purchase and Sale Agreement as of the Agreement Date.

SELLER:

DOWNINGTOWN AREA SCHOOL DISTRICT,

a government unit organized under the Pennsylvania Public School Code of 1949, as amended

By: 

Name:

Title:

BUYER:

CARVANA, LLC,

an Arizona limited liability company

By: 

Name: Brian Boyd

Title: VP, Inventory Strategy

Received as of the _____ day of February, 2022 ("**Agreement Date**"). Escrow Agent accepts the engagement to handle the escrow established by this Agreement in accordance with its terms, including, without limitation, Section 4.2.

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name:

Title:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PREMISES "A"

ALL THAT CERTAIN tract of land.

SITUATE in Uwchlan Township, Chester County, Pennsylvania, designated as Parcels No. 1, 2 and 3 on a map of property made for Shared Medical Systems Corporation, by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, PA, dated 2/06/1986, said tract being more fully described as follows, to wit:

BEGINNING at an iron pin on the Northern right-of-way of The Pennsylvania Turnpike Commission, a corner of lands of Alvin W. Phipps; thence along lands of Phipps, North 30 degrees 46 minutes 27 seconds West, 348.24 feet to an iron pin in line of lands of S. Warren Supplee; thence along lands of Supplee the two following courses and distances: (1) North 59 degrees 16 minutes 23 seconds East, 1,063.68 feet to an iron pin; and (2) North 29 degrees 28 minutes 31 seconds West, 571.89 feet to an iron pin in line of lands of Jacob C. Dewees; thence along lands of Dewees and various lot and owners, North 70 degrees 30 minutes 05 seconds East, 2,829.75 feet to a point, a corner of lands of William MacLaughlin, having crossed over the center line of Lionville Station Road at a distance of 1,682.50 feet and having crossed over a Transco Pipeline right-of-way (75 feet wide); thence along lands of MacLaughlin and lands of David Betz, North 36 degrees 36 minutes 00 seconds East, 651.75 feet to a concrete monument, a corner of lands of J. Todd Sepella and the township line dividing Uwchlan Township and West Pikeland Township; thence along lands of Sepella and the township line, South 54 degrees 54 minutes 00 seconds East, 964.43 feet to an iron pin, a corner of lands of Elmer Matthews; thence along lands of Matthews the two following courses and distances; (1) South 60 degrees 06 minutes 00 seconds West, 990 feet to an iron pin; and (2) South 31 degrees 39 minutes 00 seconds East, 656.70 feet to an iron pin, a corner of parcel No. 5 on said plan; thence along Parcels No. 5 and 4 the four following courses and distances: (1) South 54 degrees 27 minutes 30 seconds West, 722.70 feet to an iron pin; (2) South 26 degrees 26 minutes 35 seconds East, 681.45 feet to a 36 inch cherry tree; (3) South 70 degrees 25 minutes 55 seconds West, 1,969.20 feet to a 36 inches tree with an iron pin at the base, having crossed over the center line of Lionville Station Road at a distance of 558.10 feet; and (4) South 29 degrees 54 minutes 12 seconds East, 336.44 feet to an iron pin, a corner of lands of S. Warren Supplee and Parcel No. 4 on said plan; thence along lands of Supplee, South 69 degrees 20 minutes 48 seconds West, 82.30 feet to an iron pin on the Northern right-of-way line of The Pennsylvania Turnpike Commission; thence along the said right-of-way line the three following courses and distances (1) North 74 degrees 54 minutes 56 seconds West, 503.79 feet to an iron pin (2) North 43 degrees 28 minutes 13 seconds West, 1,055.43 feet to an iron pin; and (3) South 80 degrees 29 minutes 28 seconds West, 531.64 feet to an iron pin, the first mentioned point and place of beginning.

CONTAINING 164.4262 acres.

PREMISES "B"

ALL THAT CERTAIN tract of land.

SITUATE in Uwchian Township, Chester County, Pennsylvania, designated as parcels No. 4 and 5 on a map of property made for Shared Medical Systems Corporation, by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, Pa., dated 2/06/1986 said tract being more fully described as follows, to wit:

BEGINNING at a point on the Northerly right-of-way line of The Pennsylvania Turnpike Commission and a corner of lands of S. Warren Supplee; thence along lands of Supplee, North 24 degrees 39 minutes 02 seconds West, 62.50 feet to an iron pin, a corner of Parcel No. 1 on said plan; thence along Parcels No. 1 and 2 the four following courses and distances: (1) North 29 degrees 54 minutes 12 seconds West, 336.44 feet to a 36 inch tree with an iron pin at the base; (2) North 70 degrees 25 minutes 55 seconds East, 1,969.28 feet to a 36 inch cherry tree, having crossed over the center line of Lionville Station Road (T-464) at a distance of 1,411.10 feet; (3) North 26 degrees 26 minutes 35 seconds West, 681.45 feet to an iron pin; and (4) North 54 degrees 27 minutes 30 seconds East, 722.70 feet to an iron pin in line of lands of Elmer D. Matthews; thence along lands of Matthews and lands of The Chester County Development Authority the three following courses and distances: (1) South 31 degrees 39 minutes 00 seconds East, 59.07 feet to an iron pin; (2) South 15 degrees 58 minutes 08 seconds West, 314.45 feet to an iron pin; and (3) South 24 degrees 57 minutes 53 seconds East, 2,241.36 feet to an iron pipe on the Northerly side of Lionville Station Road; thence along and crossing said road, South 72 degrees 47 minutes 44 seconds West, 577.70 feet to an iron pin on the Northerly right-of-way line of The Pennsylvania Turnpike Commission; thence along said right-of-way line the two following courses and distances (1) on a line curving to the right, having a radius of 8,494.41 feet and an arc distance of 1,273.26 feet to a point of tangency; and (2) North 74 degrees 54 minutes 58 seconds West, 1,072.26 feet to a point, the first mentioned point and place of beginning.

CONTAINING 76.623 ACRES

Tax ID / Parcel No. 33-1-25, 33-1-26, 33-1-27, 33-1-28, 33-1-28.1

BEING the same premises which Shared Medical Systems Corporation, a Delaware Corporation, by Deed dated 12/20/1991 and recorded 12/30/1991 in Chester County in Record Book 2724 Page 191 conveyed unto COMTECK Management Ltd., a Bermuda Corporation, in fee.

EXHIBIT A-1
PROPERTY DEPICTION



*** Property boundary is outlined in black ***

A-1-1

EXHIBIT B

DEED

[TO BE CONFORMED TO STATE REQUIREMENTS]

When Recorded, Return to:

Buchalter
Attn: Eric Wilhelm
16435 N. Scottsdale Rd., Ste. 440
Scottsdale, AZ 85254-1754

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, **DOWNINGTOWN AREA SCHOOL DISTRICT**, a government unit organized under the Pennsylvania Public School Code of 1949, as amended ("**Grantor**"), does hereby grant and convey to **CARVANA, LLC**, an Arizona limited liability company ("**Grantee**"), all right, title, and interest of Grantor in and to the real property located in Chester County, Pennsylvania, and described on **Exhibit A** attached hereto and by this reference made a part hereof ("**Property**"), together with (a) all buildings, structures, and improvements located thereon, including, but not limited to, irrigation ditches, gates, valves, pumps, tanks, and wells; (b) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, well rights, water rights, and air rights; (c) all oil, gas, and mineral rights not previously reserved; (d) any rights of Grantor in or to any adjoining strips or gores of property and any land lying within any adjoining street, highway, or waterway; and (e) any other rights or privileges appurtenant to the Property or used in connection therewith;

SUBJECT ONLY TO: those matters set forth on **Exhibit B** attached hereto and made a part hereof and such matters that would be revealed by an accurate survey of the Property. *[Note: Exhibit B to contain only the Permitted Exceptions. Any specific survey exception in the Title Commitment must be removed in lieu of the general survey language contained in the preceding sentence.]*

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against the acts of Grantor and none other, subject to the matters set forth above. Furthermore, Grantor hereby assigns, transfers, and conveys to Grantee any and all rights, remedies, and warranties acquired by Grantor from Grantor's predecessors in title.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this ____ day of _____ 2022.

[NOTE: ADD GRANTOR SIGNATURE AND NOTARY BLOCKS, LEGAL DESCRIPTION OF PROPERTY (AS **EXHIBIT A**) AND PERMITTED EXCEPTIONS (AS **EXHIBIT B**)]

**DOWNINGTOWN AREA SCHOOL DISTRICT
RESOLUTION**

Resolution to approve the execution of a real estate Purchase and Sale Agreement relating to Tax Parcels 33-1-25, 33-1-26, 33-1-27, 33-1-28 and 33-1-28.1, and the transfer thereof, between the Downingtown Area School District, as seller, and Carvana, LLC, an Arizona limited liability company or its affiliate, as buyer.

The following Resolution is adopted by a majority of the Board of School Directors of the Downingtown Area School District, at its Board meeting held February 9, 2022, for which public notice was given and at which a quorum was present and voting.

BE IT RESOLVED that the Downingtown Area School District (the "District") approves the execution and delivery of the attached Purchase and Sale Agreement (the "Agreement") between the District, as seller, and Carvana, LLC, an Arizona limited liability company or its affiliate ("Carvana"), as buyer, for the real estate and improvements located thereon situated generally at Route 113 and the Pennsylvania Turnpike, Uwchlan Township, Chester County, Pennsylvania, being Tax Parcel Nos. 33-1-25, 33-1-26, 33-1-27, 33-1-28 and 33-1-28.1 and containing approximately 241 acres ± (the "Property"), for the amount and upon the terms and conditions set forth in the Agreement.

AND BE IT FURTHER RESOLVED, the District approves the sale and transfer of the Property from the District to Carvana upon the completion and satisfaction of all of the terms and conditions set forth in the Agreement.

AND BE IT FURTHER RESOLVED, the District shall sell the Property through the use of a private sale as permitted by the Public School Code of 1949, 24 P.S. § 7-707 (3) and in compliance with the requirements thereof.

AND BE IT FURTHER RESOLVED that the officers of the School District including the Superintendent of Schools, Emilie Lonardi, Secretary Virginia Warihay, Business Manager David Matyas, and Solicitor Lamb McErlane PC, are hereby authorized and directed to make any modifications to the Agreement necessary to carry out the intention of this Resolution and take all such actions and execute and deliver any and all deeds, documents, instruments, affidavits, certificates, settlement sheets and the like as are necessary and appropriate to (i) comply with the terms of the Agreement, (ii) complete closing on the sale of the Property and (iii) otherwise carry out the intention of this Resolution.

SEAL


Virginia Warihay, Secretary