

Gregg I Adelman, Esquire
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June 19, 2026

VIA FEDERAL EXPRESS AND EMAIL [ZONING@SOUTHHANOVER.ORG]

Frank Chelbnikow
Planning and Zoning Officer
South Hanover Township
161 Patriot Way
Hershey, PA 17033

RE: HCI DP Land Acquisition, LLC – Substantive Validity Challenge to Zoning Ordinance

Dear Mr. Chelbnikow:

On behalf of HCI DP Land Acquisition, LLC, applicant and equitable owner (“**Applicant**”) of the properties identified as Parcel No. 8 (APN 56-016-058) and Parcel No. 10 (APN 56-016-101) (collectively “**Properties**”), I enclose a Zoning Hearing Board Application (“**ZHB Application**”) challenging the substantive validity of the South Hanover Township Zoning Ordinance for excluding data centers.

In connection with the ZHB Application, I enclose the following:

1. Three (3) copies of a completed and signed ZHB Application with Addendum attaching the following materials;
 - A. Tax Parcel Chart; and
 - B. Redacted Agreement of Sale.
2. A check in the amount of \$1,000 made payable to South Hanover Township for the ZHB Application fee.

Also enclosed is one (1) additional copy of the ZHB Application. Kindly date-stamp the extra copy and return it to me in the self-addressed postage prepaid envelope enclosed.

Please inform me of when the hearing on the ZHB Application will be scheduled.

Frank Chelbnikow, Planning and Zoning Officer
June 19, 2026
Page 2

If you have any questions or require anything further, please feel free to contact me. Thank you.

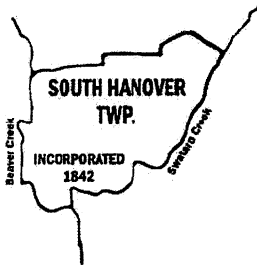
Sincerely,

A handwritten signature in black ink, appearing to read "Gregg I Adelman". The signature is fluid and cursive, with the first name "Gregg" being more prominent.

Gregg I Adelman, Esquire

GIA/kds

/enclosures



Township of South Hanover
Application for Variance
161 Patriot Way, Hershey, Pa 17033
Office: 717-566-0224 Fax: 717-566-9506

Fee: \$1000.00

Applicants must complete ALL sections and submit the application with the fee above. Check or money order made payable to the Township of South Hanover. Mail or drop off to the municipal office at the address above.

Note: If the applicant is not the owner, a written statement of approval from the owner must be submitted with application.

APPLICANT INFORMATION:

Name: HCI DP Land Acquisitions LLC
Address: 1780 S. Post Oak Lane
City: Houston State: TX Zip: 77056
Phone Number: _____

56-016-058

OWNER INFORMATION (if different from applicant):

Name: Pennsy Supply Inc.
Address: 2400 Thea Drive, Suite 3A
City: Harrisburg State: PA Zip: 17110
Phone Number: _____

56-016-101 Owner Info: Hummelstown Quarries Inc.
1001 Paxton St, Harrisburg, PA 17104

PROPERTY LOCATION, USE AND CURRENT ZONING:

Location: Wagner Ave L2 & Grandview Rd Parcel No: 56-016-058 & 56-016-101
Use: Data Center. See attached Addendum for additional information.

ZONING DISTRICT (please select one):

- | | |
|---|---|
| ☐ Residential Agriculture | ☐ Village |
| ☐ Residential Cluster | ☒ Industrial Park |
| ☐ Residential Multifamily | ☐ Commercial Highway |
| ☐ Residential Suburban | ☐ Floodplain |
| ☐ Residential Urban | ☐ Eleemosynary School Campus |
| ☐ Residential Mobile Home Park | ☐ Office Park |

SECTION(S) OF ORDINANCE - REQUEST FOR RELIEF:

Substantive Validity Challenge under Section 916.1(a)(1) of the PA Municipalities Planning Code.
See attached Addendum for additional information.

REASON FOR REQUEST:

See attached addendum.

INTEREST (if other than owner):

Equitable owner

By signing below, you swear and affirm that all information provided is true and correct to the best of your knowledge and that you are the property owner of record or the applicant on behalf of the property owner of record.

[Signature]
Applicant Signature

JUNE 19, 2026
Date

DAN D P. HANSON
Applicant Name (please print)

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

BY: Gregg I. Adelman, Esquire
Brielle A. Brown, Esquire
Attorney I.D. Nos. 84137, 332075
Union Meeting Corporate Center
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422
(610) 260-6000
gadelman@kaplaw.com

Attorneys for Applicant/Challenger
HCI DP Land Acquisition LLC

IN RE: HCI DP LAND ACQUISITION, LLC	:	BEFORE THE ZONING HEARING
CHALLENGE TO THE SUBSTANTIVE	:	BOARD OF SOUTH HANOVER
VALIDITY OF THE ZONING ORDINANCE	:	TOWNSHIP
OF THE SOUTH HANOVER TOWNSHIP	:	CASE NO.

ADDENDUM TO SUBSTANTIVE VALIDITY CHALLENGE

HCI DP Land Acquisition LLC ("**Hanover**"), by and through its attorneys, Kaplin Stewart Meloff Reiter & Stein, P.C., hereby submits this Addendum to its challenge under Section 916.1(a)(1) of the Pennsylvania Municipalities Planning Code ("**MPC**") [53 P.S. § 10916.1(a)(1)] to the substantive validity of the South Hanover Township ("**Township**") Zoning Ordinance on the basis that the Zoning Ordinance unlawfully excludes data centers. In support of its challenge, Hanover avers as follows:

1. Hanover is a limited liability company with its principal place of business located at 1780 S. Post Oak Lane, Houston, TX 77056.

2. Hanover is the equitable owner of twelve parcels in South Hanover Township, which total approximately 496 (+/-) acres (collectively, the "**Hanover Property**"), as depicted on the chart attached to this Addendum at **Exhibit "A."**

3. The Hanover Property is located to the immediate north and west of Swatara Creek, which serves as the municipal boundary between South Hanover Township and Derry Township and Hummelstown Borough.

4. A redacted copy of the agreement of sale and any subsequent amendments to the agreement of sale for the Hanover Property is attached to this Addendum at **Exhibit “B.”**

5. The Hanover Property sits within the Industrial Park District pursuant to the Township’s 2026 Zoning Map as adopted by Ordinance No. 05-2018. *Zoning Map*, at 1 (2018).¹

6. The Applicant proposes to construct a data center on the Hanover Property. The Township’s Zoning Ordinance, however, does not permit data centers in any district within the Township. *See Zoning Ordinance* § 27-101 *et seq.*

7. A data center is a legitimate and discrete use.

8. The total exclusion of data centers is invalid and unconstitutional under Pennsylvania law. *See, Appeal of Girsh*, 263 A.2d 396-99 (Pa. 1970) (holding that zoning ordinance that did not provide for apartments anywhere within a township was unconstitutional, although the zoning ordinance did not explicitly prohibit apartments, and the landowner that challenged the ordinance could have obtained a variance to build an apartment building).

9. The Zoning Ordinance is invalid because it constitutes a de jure exclusion of data centers in the Township.

10. As the successful challenger to the substantive validity of the Zoning Ordinance, Hanover is entitled to construct, operate and maintain a data center on the Property.

11. Hanover is not required to submit proposed plans or other materials when challenging the substantive validity of the Zoning Ordinance under Section 916.1(a)(1) of the MPC. *Budco Theatres, Inc. v. ZHB of Springettsbury Twp.*, 159 Pa. Cmwlth. 257, 263 (Pa. Commw. 1993).

¹ Available at, <https://cms3.revize.com/revize/hanover/Image/StreetMapParcelsZoning22x34noAerial.pdf?t=202405200925300&t=202405200925300>.

MPC. *Budco Theatres, Inc. v. ZHB of Springettsbury Twp.*, 159 Pa. Cmwlth. 257, 263 (Pa. Commw. 1993).

12. Additionally, the suitability of the Property for a data center is not relevant to the inquiry into the constitutional validity of a municipal-wide prohibition of data centers in the Township. *See In re: Friday*, 381 A.2d 504, 507 (1978).

13. Pursuant to Section 1006-A.(c) of the MPC [53 P.S. § 1006-A.(c)], only the court has the authority to grant site-specific relief to permit the proposed data center on the Property.

WHEREFORE, Hanover respectfully requests the Zoning Hearing Board to determine that: (i) Hanover's challenge has merit; and (ii) the Township's Zoning Ordinance is invalid and unconstitutional for excluding data centers in the Township.

Respectfully submitted,

**KAPLIN STEWART MELOFF REITER
& STEIN, P.C.**

By: _____

Gregg I. Adelman, Esquire

Brielle A. Brown, Esquire

Attorneys for Applicant/Challenger
HCI DP Land Acquisition, LLC

EXHIBIT A

Tax Parcel Chart

TAX PARCEL MAP INFORMATION

<u>PROPERTY</u>	<u>ACREAGE</u>
APN. 56-011-063	4.17
APN. 56-016-003	60.2
APN. 56-016-004	86.0
APN. 56-016-005	3.0
APN. 56-016-008	0.33
APN. 56-016-011	4.3
APN. 56-016-058	252.27
APN. 56-016-093	3.12
APN. 56-016-101	0.01
APN. 56-016-124	85.47
APN. 56-016-115	3.14
APN. 56-016-125	6.65

EXHIBIT B

Redacted Agreement of Sale and Amendments

NCS-1181223

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is by and between **Pennsy Supply, Inc.**, a Pennsylvania corporation ("**Seller**"), and **HCI DP Land Acquisition LLC**, a Delaware limited liability company or its assignee ("**Buyer**"), to be effective as of the Effective Date (as defined in Section 29 below).

RECITALS:

A. Seller owns land in Dauphin County, Pennsylvania (the "**County**") consisting of (i) approximately 240.94 acres of land located in South Hanover Township and referred to in the County tax records as parcel number 56-016-058, (ii) approximately 0.01 acres of land located in South Hanover Township and referred to in the County tax records as parcel number 56-016-101, and (iii) approximately 3.2 acres of land located in Derry Township and referred to in the County tax records as parcel number 24-008-021, all as depicted and described on Exhibit A, together with all improvements located thereon (collectively, the "**Real Property**").

B. Buyer desires to purchase from Seller all of the Property (hereinafter defined), and Seller desires to sell to Buyer all of the Property, all as more particularly set forth in this Agreement.

AGREEMENTS:

NOW THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer (the "**Parties**" or a "**Party**") hereby agree as follows:

1. BINDING AGREEMENT This Agreement constitutes a binding agreement between Seller and Buyer for the sale and purchase of the Property subject to the terms set forth in this Agreement. 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 and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom or enforce against any Party hereto any provision hereof, whether as a third party beneficiary or otherwise, it being specifically intended that there shall be no third party beneficiaries thereto or any third party reliance hereon. This Agreement supersedes all other written or verbal agreements between the Parties concerning the transaction embodied in this Agreement. No claim of waiver, modification, or amendment concerning the provisions of this Agreement shall be made against a Party unless based upon a written instrument signed by such Party.

2. INCLUSIONS IN PROPERTY.

(a) The Property. The term "**Property**" shall mean the following: (i) the Real Property; (ii) all rights, privileges, easements, tenements, hereditaments, and appurtenances pertaining to the Real Property; (iii) all development, utility, water, irrigation, and air rights running with or otherwise pertaining to the Real Property; (iv) all interest, if any, of Seller in any road, street, or alley adjoining the Real Property to the centerline thereof and all rights in and to any strips and gores of land adjoining the Real Property; (v) all interest, if any, of Seller in any award made or to be made or settlement in lieu thereof for damage to the Property by reason of condemnation, eminent domain, or exercise of police power; (vi) all of Seller's interest, if any, in and to or in any wise respecting all oil, gas, and hydrocarbons, and similar mineral substances that are typically produced with oil, gas, and hydrocarbons, including sand, clay, gravel, coal, lignite, uranium, and other similar minerals and mineral substances, together with all royalties related thereto, located in, on, or under the Real Property, including, all powers, privileges, licenses, and interests appurtenant to such mineral estate; (vii) all of Seller's interest, to the extent transferable, in all permits, approvals, entitlements and licenses (the "**Permits**"); and (ix) all of Seller's interest, to the extent

Buyer and Seller, intending to be legally bound, have caused this Purchase Agreement and Escrow Instructions to be executed by their duly authorized representatives.

SELLER:

PENNSY SUPPLY, INC.,
a Pennsylvania corporation

By: Dino Faiola
Name: Dino Faiola
Title: Exec VP
Date: 9/18/2023

BUYER:

HCI DP LAND ACQUISITION LLC,
a Delaware limited liability company

By: David Hudson
Name: David Hudson
Title: President
Date: 8/31/2023

ESCROW AGENT'S ACKNOWLEDGMENT
OF RECEIPT OF AGREEMENT:

18th Receipt of the foregoing fully executed Agreement is hereby acknowledged by the undersigned this
day of September, 2023.

ESCROW AGENT:

FIRST AMERICAN TITLE

By: 
Name: EWIKA FUENTES
Title: VP/escrow Manager

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in South Hanover Township and Derry Township, Dauphin County, Commonwealth of Pennsylvania, known as Lot No. 2 on a Final Subdivision Plan for Pennsy Supply, Inc. dated July 5, 1994 and prepared by Akens Engineering Associates, Inc., recorded in the Office of the Recorder of Deeds of Dauphin County in Plan Book D - Volume 6 - Pages 80-81, more particularly bounded and described as follows:

BEGINNING at an iron pin, 33' from the Northeast corner of the bridge across the Swatara Creek on the East side of Grandview Drive (L.R. 22049) thence progressing the next three courses and distances along lands now or formerly of Ammon E. Bell and Lloyd E. Bell: North $58^{\circ} 28' 15''$ East a distance of 304.55' to a railroad spike, thence progressing North $26^{\circ} 34' 37''$ West a distance of 258.80' to an iron pin, thence progressing North $88^{\circ} 49' 12''$ West a distance of 86.18' to a concrete monument, thence progressing the next 4 courses and distances along lands now or formerly of Richard Alexander North $14^{\circ} 11' 23''$ West a distance of 285.30' to an iron pin, thence progressing South $75^{\circ} 48' 37''$ West a distance of 29.95' to an iron pin, thence progressing North $14^{\circ} 11' 23''$ West a distance of 10.00' to an iron pin, thence progressing South $75^{\circ} 48' 37''$ West distance of 138.50' to an iron pin on the Eastern right-of-way line of

L.R. 22049, thence progressing along the right-of-way line of L.R. 22049, North $14^{\circ} 11' 23''$ West a distance of 30.00' to an iron pin, thence progressing along lands now or formerly of Robert Getz, North $75^{\circ} 48' 37''$ East a distance of 138.50' to a concrete monument, thence progressing along lands now or formerly of Robert Getz, lands now or formerly of Robert and Mildred Garret, and lands now or formerly of Zelma H. and Blair S. Fishel, North $14^{\circ} 11' 23''$ West a distance of 270.00' through an iron pin on line, continuing on the same bearing, along lands now or formerly of William and Vivian Leininger and lands now or formerly of Glenn H. and Ruth K. Hoffer, 199.71' to an iron pin, thence progressing along lands now of formerly of Harry C. and Betty R. Vail, lands now or formerly of Louis F. Martin, and lands now or formerly of Mary A. Thompson, North $13^{\circ} 29' 14''$ West a distance of 400.49' to an iron pin, thence progressing along lands now or formerly of Mary A. Thompson, South $77^{\circ} 03' 37''$ West a distance of 139.28' to an iron pin on the Eastern right-of-way line of L.R. 22049, thence progressing along the right-of-way line of L.R. 22049, North $08^{\circ} 57' 45''$ West a distance of 50.12' to an iron pin, thence progressing along lands now of formerly of Dean A. and Diane L. Feters, North $77^{\circ} 03' 37''$ East a distance of 132.07' to a concrete monument, thence progressing along lands now or formerly of Dean A. and Diane L. Feters and lands now of formerly of Richard R. Runkle, North $15^{\circ} 32' 22''$ West a distance of 116.71' to an iron pin, thence progressing along lands now or formerly of

Richard R. Runkle, lands now or formerly of Robert S. and Gloria F. Rogers, lands now or formerly of Edward R. and Barbara Fisher, and lands now or formerly of Donald L. Bell, North 14° 50' 25" West a distance of 256.83' to a concrete monument, thence progressing along lands now or formerly of Williard L. Rexrode, North 10° 45' 30" West a distance of 99.92' to an iron pin, thence progressing along lands now or formerly of Albert W. and Alice A. First, North 21° 40' 34" East a distance of 100.28' to an iron pin, thence progressing the next two courses and distances along lands now or formerly of Natale Amato: South 79° 22' 11" East a distance of 47.34' to a concrete monument, thence progressing North 07° 22' 44" East a distance of 33.06' to an iron pin, thence progressing along lands now or formerly of Henry M. and Carol W. Spangler, South 84° 42' 22" East a distance of 140.44' to an iron pin, thence progressing along lands now or formerly of Charles and Nelda Bistline and lands now or formerly of William Hopfensetz, North 87° 17' 10" East a distance of 349.55' to an iron pin, thence progressing along lands now or formerly of William Hopfensetz, North 02° 45' 00" West a distance of 216.00' to an iron pin on the Southern right-of-way line of T-373, thence progressing along the Southern right-of-way line of T-373, North 81° 46' 04" East a distance of 30.28' to an iron pin, thence progressing the next two courses and distances along lands now or formerly of Daniel

B. and Diana M. Reed: South 02° 45' 00" East a distance of 218.89' to a concrete monument, thence progressing North 86° 45' 58" East a distance of 119.83' to an iron pin, thence progressing along lands now or formerly of John E. and Susan S. Benner, North 64° 20' 31" East a distance of 142.39' to an iron pin, thence progressing along lands now or formerly of Edward G. and Carol A. Foley, North 72° 47' 22" East a distance of 100.92' to an iron pin, thence progressing along lands now or formerly of Jesse P. and Frances L. Dillon and lands now or formerly of David E. and Geraldine M. Myers, North 85° 56' 56" East a distance of 232.63' to an iron pin, thence progressing along lands now or formerly of David E. and Geraldine M. Myers, North 05° 15' 29" West a distance of 140.00' to an iron pin on the Southern right-of-way line of T-373, thence progressing along the Southern right-of-way line of T-373, North 84° 44' 42" East a distance of 40.00' to an iron pin, thence progressing the next three courses and distances along lands now or formerly of Mumma Realty Associates, South 05° 15' 29" East a distance of 140.00' to a concrete monument, thence progressing North 87° 44' 50" East a distance of 106.93' to a concrete monument, thence progressing North 07° 34' 40" West a distance of 124.68' to an iron pin, thence progressing along Lot 1 of the aforementioned plan the following courses and distances: North 89° 30' 20" East a distance of 21.07' to an iron pin, thence progressing along a curve to the left having a radius of 366.76', an arc length of 52.97', and a chord bearing and distance of North 85° 22' 06" East, 52.92' to an iron pin, thence progressing North 81° 13' 51" East a distance of 759.66' to a concrete monument, thence progressing along a curve to the right having a radius of 176.00', an arc length of 80.09' and a chord bearing and distance of South 85° 44' 00" East, 79.40' to an iron pin, thence progressing South 72° 41' 49" East a distance of 102.01' to an iron pin, thence

progressing along a curve to the left having a radius of 234.63', an arc length of 131.20', and a chord bearing and distance of South 88° 42' 55" East a distance of 129.50' to an iron pin, thence progressing North 75° 15' 56" East a distance of 101.83' to an iron pin, thence progressing along a curve to the right having a radius of 256.48', an arc length of 113.03', and a chord bearing and distance of North 87° 53' 26" East, 112.12' to an iron pin, thence progressing South 79° 29' 04" East a distance of 232.56' to an iron pin, thence progressing North 17° 52' 26" West a distance of 470.89' to an iron pin, thence progressing North 74° 53' 41" East a distance of 74.68' to an iron pin, thence progressing North 20° 54' 09" East a distance of 182.98' to an iron pin, thence progressing North 55° 04' 04" West a distance of 275.88' to an iron pin, thence progressing North 06° 51' 26" West a distance of 104.36' to an iron pin, thence progressing South 82° 18' 30" East a distance of 469.74' to an iron pin, thence progressing South 77° 04' 59" East a distance of 271.46' to an iron pin, thence progressing South 67° 31' 10" West a distance of 282.22' to an iron pin, thence progressing South 05° 54' 59" East a distance of 493.91' to an iron pin, thence progressing South 84° 50' 46" East a distance of 61.09' to an iron pin, thence progressing South 47° 21' 26" East a distance of 79.96' to an iron pin, thence progressing South 22° 50' 00" West a distance of 245.18' to an iron pin, thence progressing South 82° 43' 57" East a distance of 483.96' to an iron pin, thence progressing South 84° 03' 16" East a distance of 333.85' to an iron pin, thence progressing North 85° 51' 10" East a distance of 333.71' to an iron pin, thence progressing North 24° 53' 41" East a distance of 338.05' to an iron pin, thence progressing North 04° 04' 46" East a distance of 272.82' to an iron pin, thence progressing North 40° 25' 20" East a distance of 177.08' to an iron pin, thence progressing North 81° 02' 18" East a distance of 140.55' to a point at the low water mark of the Swatara Creek, thence progressing along the low water mark of the Swatara Creek the following courses and distances, South 24° 28' 53" East a distance of 704.91' to a point, thence progressing South 34° 54' 03" East a distance of 210.91' to a point, thence progressing South 43° 20' 33" East a distance of 89.35' to a point, thence progressing North 77° 29' 39" East a distance of 318.07' more or less to a point across the Swatara Creek, thence progressing South 83° 40' 52" East a distance of 54.24' to a point, thence progressing South 71° 51' 54" East a distance of 57.20' to a point, thence progressing North 80° 34' 06" East a distance of 71.72' to a point, thence progressing North 86° 31' 06" East a distance of 30.72' to a point, thence progressing North 66° 52' 19" East a distance of 55.28' to a point, thence progressing North 89° 39' 27" East a distance of 50.72' to a point, thence progressing North 89° 48' 11" East a distance of 150.00' to a point, thence progressing South 84° 29' 10" East a distance of 50.25' to a point, thence progressing North 89° 48' 11" East a distance of 50.00' to a point, thence progressing South 84° 29' 10" East a distance of 50.25' to a point, thence progressing North 84° 05' 33" East a distance of 50.25' to a point, thence progressing South 84° 22' 48" East a distance of 49.88' to a point, thence progressing South 89° 45' 04" East a distance of 51.44' to a point, thence progressing South 87° 54' 33" East a distance of 51.44' to a point, thence progressing South 80° 30' 29" East a

distance of 51.61' to a point, thence progressing South 78° 38' 55" East a
distance of 51.45' to a point, thence progressing South 82° 25' 02" East a
distance of 50.91' to a point, thence progressing South 76° 05' 33" East a
distance of 50.25' to a point, thence progressing South 81° 48' 11" East a
distance of 50.00' to a point, thence progressing South 81° 48' 03" East a
distance of 250.23' to a point, thence progressing South 71° 22' 44" East a
distance of 54.75' to a point, thence progressing South 61° 44' 57" East a
distance of 53.92' to a point, thence progressing along curve to the left with a
radius of 320.00', an arc length of 106.67' and a chord bearing and distance of
South 52° 43' 39" East, 106.17' to a point, thence progressing South 45° 40' 32"
East a distance of 51.62' to a point, thence progressing South 39° 17' 57" East a
distance of 150.00' to a point, thence progressing South 33° 35' 19" East a
distance of 50.25' to a point, thence progressing South 39° 17' 57" East a
distance of 110.00' to a point on the Western right-of-way of S.R. 0039, thence
progressing along the Western right-of-way of S.R. 0039 South 50° 42' 03"
West a distance of 40.00' to a point, thence progressing North 39° 17' 57" West
a distance of 110.00' to a point, thence progressing North 45° 00' 35" West a
distance of 50.25' to a point, thence progressing North 39° 17' 57" West a
distance of 150.00' to a point, thence progressing North 34° 10' 27" West a
distance of 48.79' to a point, thence progressing along a curve to the left with a
radius of 280.00', an arc length of 93.33', and a chord bearing and distance of
North 52° 43' 29" West, 92.90' to a point, thence progressing North 73° 12' 27"
West a distance of 46.46' to a point, thence progressing North 82° 52' 08" West a
distance of 45.64' to a point, thence progressing North 81° 48' 05" West a
distance of 249.79' to a point, thence progressing North 87° 30' 49" West a
distance of 50.25' to a point, thence progressing North 81° 48' 11" West a
distance of 50.00' to a point, thence progressing North 82° 24' 44" West a
distance of 49.08' to a point, thence progressing North 84° 13' 31" West a
distance of 48.87' to a point, thence progressing South 88° 04' 57" West a
distance of 49.05' to a point, thence progressing North 87° 54' 33" West a
distance of 48.71' to a point, thence progressing North 83° 54' 04" West a
distance of 49.05' to a point, thence progressing South 88° 24' 24" West a
distance of 48.87' to a point, thence progressing North 88° 48' 43" West a
distance of 51.44' to a point, thence progressing South 89° 48' 11" West a
distance of 150.00' to a point, thence progressing South 84° 05' 33" West a
distance of 100.50' to a point, thence progressing North 84° 29' 10" West a
distance of 50.25' to a point, thence progressing North 84° 34' 24" West a
distance of 49.79' to a point, thence progressing South 88° 04' 51" West a
distance of 48.80' to a point, thence progressing South 86° 31' 06" West a
distance of 29.28' to a point, thence progressing South 68° 08' 41" West a
distance of 70.73' feet to a point, thence progressing South 82° 13' 16" West a
distance of 48.12' to a point, thence progressing South 74° 19' 35" West a
distance of 48.30' to a point, thence progressing South 77° 29' 39" West a
distance of 279.62' more or less to a point across the Swatara Creek, thence
progressing South 19° 53' 51" East a distance of 225.08' to a point, thence
progressing South 14° 26' 25" West a distance of 528.27' to a point, thence

progressing South 29° 37' 58" West a distance of 196.10' to a point, thence progressing South 39° 43' 37" West a distance of 308.74' to a point, thence progressing South 41° 55' 58" West a distance of 764.08' to a point, thence progressing South 46° 12' 51" West a distance of 537.11' to a point, thence progressing South 52° 49' 47" West a distance of 306.25' to a point, thence progressing South 71° 33' 18" West a distance of 333.17' to a point, thence progressing North 77° 43' 57" West a distance of 525.05' to a point, thence progressing North 35° 47' 54" West a distance of 385.71' to a point, thence progressing North 42° 28' 40" West a distance of 889.67' to a point, thence progressing North 62° 32' 52" West a distance of 355.04' to a point, thence progressing South 80° 10' 52" West a distance of 159.29' to a point, thence progressing South 49° 58' 05" West a distance of 926.76' to a point, thence progressing South 50° 54' 18" West a distance of 298.87' to a point, thence progressing South 51° 04' 48" West a distance of 355.67' to a point on the right-of-way line of L.R. 22049, thence progressing along the right-of-way line of L.R. 22049, North 25° 24' 36" West a distance of 118.09' to an iron pin, the place of beginning.

Acreage of Lot #2, land situate in South Hanover Township and Derry

Township, being 252.26 acres. BEING PARCEL NOS. 56-016-058 AND 24-

008-021

ALL THAT CERTAIN tract of land situate in the Township of South Hanover, Dauphin County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the Eastern line of North Hanover Street, which point is 33 feet from the original corner of the North Hanover Street Bridge over Swatara Creek; thence in a generally Northwesterly direction along the Eastern line of North Hanover Street North 43° 15' West 21 feet to a point on line of other lands of Ammon E. Bell and Lloyd E. Bell, co-partners trading and doing business as Bell's Meat Market; thence along said other lands of the co-partners herein in a generally Easterly direction North 61° 36' East 64.4 feet (erroneously recited as North 61° 36' 64.4 feet in prior deed) to a point on line of other lands of Pennsylvania Supply Company; thence along said line of other lands of Pennsylvania Supply Company in a generally Southwesterly direction South 43° 30' West 62 feet to a point on the Eastern line of North Hanover Street, the place of BEGINNING.

CONTAINING in area 650 square feet. BEING PARCEL NO. 56-016-101

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “*Amendment*”) is made as of this 15th day of February, 2024, by and between **Pennsy Supply, Inc.**, a Pennsylvania corporation (“*Seller*”), and **HCI DP Land Acquisition LLC**, a Delaware limited liability company (“*Buyer*”).

WITNESSETH:

WHEREAS, Seller and Buyer have previously entered into that certain Purchase and Sale Agreement effective as of September 18, 2023 (the “*Agreement*”) for the purchase and sale of (i) approximately 240.94 acres of land located in the Township of South Hanover, Pennsylvania (the “*South Hanover Township*”) and referred to in the Dauphin County, Pennsylvania (the “*County*”) tax records as parcel number 56-016-058, (ii) approximately 0.01 acres of land located in South Hanover Township and referred to in the County tax records as parcel number 56-016-101, and (iii) approximately 3.2 acres of land located in the Township of Derry, Pennsylvania and referred to in the County tax records as parcel number 24-008-021, all as more particularly described in the Agreement; and

WHEREAS, Seller and Buyer desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Capitalized Terms. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement.

2. Exhibit A. The parties hereby acknowledge that Exhibit A to the Agreement (setting forth the legal description of the various parcels comprising the Property) inadvertently failed to include the legal description of the approximately 3.2 acre parcel of land referred to in the County tax records as parcel number 24-008-021. Accordingly, Exhibit A to the Agreement is hereby replaced in its entirety with Exhibit A attached hereto.

3. Counterparts; Electronic Execution. This Amendment may be signed in counterparts and shall be fully enforceable when signed in such manner. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called “PDF” format (including by means of DocuSign or similar software) shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. Seller and Buyer (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

4. Full Force and Effect. Except as modified hereby, all other provisions of the Agreement shall remain in full force and effect, unmodified by this Amendment.

5. Entire Agreement. The Agreement, as modified by this Amendment, constitutes the entire understanding between Seller and Buyer, and said parties shall not be bound by any agreements, understandings or conditions respecting the subject matter hereof, whether oral or written, other than those expressly set forth and stipulated in the Agreement, as modified by this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first-above written.

SELLER:

PENNSY SUPPLY, INC.,
a Pennsylvania corporation

By:

Name:

Title:


Dino Faiola
Exc VP

[Signatures continue on next page.]

For office use only:

Application Received: _____

Applicant Notified: _____

Advertisement Date(s): _____

Date of Hearing: _____

Fee Received: YES NO

Check No.: _____

Check Amount: _____

Received By: _____ Title: _____

BUYER:

HCI DP LAND ACQUISITIONS LLC,
a Delaware limited liability company

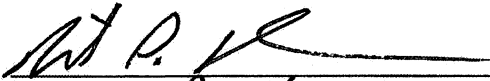
By: 
Name: DAVID P. HUDSON
Title: PRESIDENT

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN piece or parcel of land situate in South Hanover Township and Derry Township, Dauphin County, Commonwealth of Pennsylvania, known as Lot No. 2 on a Final Subdivision Plan for Pennsy Supply, Inc. dated July 5, 1994 and prepared by Akens Engineering Associates, Inc., recorded in the Office of the Recorder of Deeds of Dauphin County in Plan Book D - Volume 6 - Pages 80-81, more particularly bounded and described as follows:

BEGINNING at an iron pin, 33' from the Northeast corner of the bridge across the Swatara Creek on the East side of Grandview Drive (L.R. 22049) thence progressing the next three courses and distances along lands now or formerly of Ammon E. Bell and Lloyd E. Bell: North $58^{\circ} 28' 15''$ East a distance of 304.55' to a railroad spike, thence progressing North $26^{\circ} 34' 37''$ West a distance of 258.80' to an iron pin, thence progressing North $88^{\circ} 49' 12''$ West a distance of 86.18' to a concrete monument, thence progressing the next 4 courses and distances along lands now or formerly of Richard Alexander North $14^{\circ} 11' 23''$ West a distance of 285.30' to an iron pin, thence progressing South $75^{\circ} 48' 37''$ West a distance of 29.95' to an iron pin, thence progressing North $14^{\circ} 11' 23''$ West a distance of 10.00' to an iron pin, thence progressing South $75^{\circ} 48' 37''$ West distance of 138.50' to an iron pin on the Eastern right-of-way line of L.R. 22049, thence progressing along the right-of-way line of L.R. 22049, North $14^{\circ} 11' 23''$ West a distance of 30.00' to an iron pin, thence progressing along lands now or formerly of Robert Getz, North $75^{\circ} 48' 37''$ East a distance of 138.50' to a concrete monument, thence progressing along lands now or formerly of Robert Getz, lands now or formerly of Robert and Mildred Garret, and lands now or formerly of Zelma H. and Blair S. Fishel, North $14^{\circ} 11' 23''$ West a distance of 270.00' through an iron pin on line, continuing on the same bearing, along lands now or formerly of William and Vivian Leininger and lands now or formerly of Glenn H. and Ruth K. Hoffer, 199.71' to an iron pin, thence progressing along lands now of formerly of Harry C. and Betty R. Vail, lands now or formerly of Louis F. Martin, and lands now or formerly of Mary A. Thompson, North $13^{\circ} 29' 14''$ West a distance of 400.49' to an iron pin, thence progressing along lands now or formerly of Mary A. Thompson, South $77^{\circ} 03' 37''$ West a distance of 139.28' to an iron pin on the Eastern right-of-way line of L.R. 22049, thence progressing along the right-of-way line of L.R. 22049, North $08^{\circ} 57' 45''$ West a distance of 50.12' to an iron pin, thence progressing along lands now of formerly of Dean A. and Diane L. Fetters, North $77^{\circ} 03' 37''$ East a distance of 132.07' to a concrete monument, thence progressing along lands now or formerly of Dean A. and Diane L. Fetters and lands now of formerly of Richard R. Runkle, North $15^{\circ} 32' 22''$ West a distance of 116.71' to an iron

pin, thence progressing along lands now or formerly of Richard R. Runkle, lands now or formerly of Robert S. and Gloria F. Rogers, lands now or formerly of Edward R. and Barbara Fisher, and lands now or formerly of Donald L. Bell, North $14^{\circ} 50' 25''$ West a distance of 256.83' to a concrete monument, thence progressing along lands now or formerly of Williard L. Rexrode, North $10^{\circ} 45' 30''$ West a distance of 99.92' to an iron pin, thence progressing along lands now or formerly of Albert W. and Alice A. First, North $21^{\circ} 40' 34''$ East a distance of 100.28' to an iron pin, thence progressing the next two courses and distances along lands now or formerly of Natale Amato: South $79^{\circ} 22' 11''$ East a distance of 47.34' to a concrete monument, thence progressing North $07^{\circ} 22' 44''$ East a distance of 33.06' to an iron pin, thence progressing along lands now or formerly of Henry M. and Carol W. Spangler, South $84^{\circ} 42' 22''$ East a distance of 140.44' to an iron pin, thence progressing along lands now or formerly of Charles and Nelda Bistline and lands now or formerly of William Hopfensetz, North $87^{\circ} 17' 10''$ East a distance of 349.55' to an iron pin, thence progressing along lands now or formerly of William Hopfensetz, North $02^{\circ} 45' 00''$ West a distance of 216.00' to an iron pin on the Southern right-of-way line of T-373, thence progressing along the Southern right-of-way line of T-373, North $81^{\circ} 46' 04''$ East a distance of 30.28' to an iron pin, thence progressing the next two courses and distances along lands now or formerly of Daniel B. and Diana M. Reed: South $02^{\circ} 45' 00''$ East a distance of 218.89' to a concrete monument, thence progressing North $86^{\circ} 45' 58''$ East a distance of 119.83' to an iron pin, thence progressing along lands now or formerly of John E. and Susan S. Benner, North $64^{\circ} 20' 31''$ East a distance of 142.39' to an iron pin, thence progressing along lands now or formerly of Edward G. and Carol A. Foley, North $72^{\circ} 47' 22''$ East a distance of 100.92' to an iron pin, thence progressing along lands now or formerly of Jesse P. and Frances L. Dillon and lands now of formerly of David E. and Geraldine M. Myers, North $85^{\circ} 56' 56''$ East a distance of 232.63' to an iron pin, thence progressing along lands now of formerly of David E. and Geraldine M. Myers, North $05^{\circ} 15' 29''$ West a distance of 140.00' to an iron pin on the Southern right-of way line of T-373, thence progressing along the Southern right-of-way line of T-373, North $84^{\circ} 44' 42''$ East a distance of 40.00' to an iron pin, thence progressing the next three courses and distances along lands now or formerly of Mumma Realty Associates, South $05^{\circ} 15' 29''$ East a distance of 140.00' to a concrete monument, thence progressing North $87^{\circ} 44' 50''$ East a distance of 106.93' to a concrete monument, thence progressing North $07^{\circ} 34' 40''$ West a distance of 124.68' to an iron pin, thence progressing along Lot 1 of the aforementioned plan the following courses and distances: North $89^{\circ} 30' 20''$ East a distance of 21.07' to an iron pin, thence progressing along a curve to the left having a radius of 366.76', an arc length of 52.97', and a chord bearing and distance of North $85^{\circ} 22' 06''$ East, 52.92' to an iron pin, thence progressing North $81^{\circ} 13' 51''$ East a distance of 759.66' to a concrete monument, thence progressing along a curve to the right having a radius of 176.00', an arc length of 80.09' and a chord bearing and distance of South $85^{\circ} 44' 00''$ East, 79.40' to an iron pin,

thence progressing South 72° 41' 49" East a distance of 102.01' to an iron pin, thence progressing along a curve to the left having a radius of 234.63', an arc length of 131.20', and a chord bearing and distance of South 88° 42' 55" East a distance of 129.50' to an iron pin, thence progressing North 75° 15' 56" East a distance of 101.83' to an iron pin, thence progressing along a curve to the right having a radius of 256.48', an arc length of 113.03', and a chord bearing and distance of North 87° 53' 26" East, 112.12' to an iron pin, thence progressing South 79° 29' 04" East a distance of 232.56' to an iron pin, thence progressing North 17° 52' 26" West a distance of 470.89' to an iron pin, thence progressing North 74° 53' 41" East a distance of 74.68' to an iron pin, thence progressing North 20° 54' 09" East a distance of 182.98' to an iron pin, thence progressing North 55° 04' 04" West a distance of 275.88' to an iron pin, thence progressing North 06° 51' 26" West a distance of 104.36' to an iron pin, thence progressing South 82° 18' 30" East a distance of 469.74' to an iron pin, thence progressing South 77° 04' 59" East a distance of 271.46' to an iron pin, thence progressing South 67° 31' 10" West a distance of 282.22' to an iron pin, thence progressing South 05° 54' 59" East a distance of 493.91' to an iron pin, thence progressing South 84° 50' 46" East a distance of 61.09' to an iron pin, thence progressing South 47° 21' 26" East a distance of 79.96' to an iron pin, thence progressing South 22° 50' 00" West a distance of 245.18' to an iron pin, thence progressing South 82° 43' 57" East a distance of 483.96' to an iron pin, thence progressing South 84° 03' 16" East a distance of 333.85' to an iron pin, thence progressing North 85° 51' 10" East a distance of 333.71' to an iron pin, thence progressing North 24° 53' 41" East a distance of 338.05' to an iron pin, thence progressing North 04° 04' 46" East a distance of 272.82' to an iron pin, thence progressing North 40° 25' 20" East a distance of 177.08' to an iron pin, thence progressing North 81° 02' 18" East a distance of 140.55' to a point at the low water mark of the Swatara Creek, thence progressing along the low water mark of the Swatara Creek the following courses and distances, South 24° 28' 53" East a distance of 704.91' to a point, thence progressing South 34° 54' 03" East a distance of 210.91' to a point, thence progressing South 43° 20' 33" East a distance of 89.35' to a point, thence progressing North 77° 29' 39" East a distance of 318.07' more or less to a point across the Swatara Creek, thence progressing South 83° 40' 52" East a distance of 54.24' to a point, thence progressing South 71° 51' 54" East a distance of 57.20' to a point, thence progressing North 80° 34' 06" East a distance of 71.72' to a point, thence progressing North 86° 31' 06" East a distance of 30.72' to a point, thence progressing North 66° 52' 19" East a distance of 55.28' to a point, thence progressing North 89° 39' 27" East a distance of 50.72' to a point, thence progressing North 89° 48' 11" East a distance of 150.00' to a point, thence progressing South 84° 29' 10" East a distance of 50.25' to a point, thence progressing North 89° 48' 11" East a distance of 50.00' to a point, thence progressing South 84° 29' 10" East a distance of 50.25' to a point, thence progressing North 84° 05' 33" East a distance of 50.25' to a point, thence progressing South 84° 22' 48" East a distance of 49.88' to a point, thence progressing South 89° 45' 04" East a distance of 51.44' to a point, thence

progressing South 87° 54' 33" East a distance of 51.44' to a point, thence progressing South 80° 30' 29" East a distance of 51.61' to a point, thence progressing South 78° 38' 55" East a distance of 51.45' to a point, thence progressing South 82° 25' 02" East a distance of 50.91' to a point, thence progressing South 76° 05' 33" East a distance of 50.25' to a point, thence progressing South 81° 48' 11" East a distance of 50.00' to a point, thence progressing South 81° 48' 03" East a distance of 250.23' to a point, thence progressing South 71° 22' 44" East a distance of 54.75' to a point, thence progressing South 61° 44' 57" East a distance of 53.92' to a point, thence progressing along curve to the left with a radius of 320.00', an arc length of 106.67' and a chord bearing and distance of South 52° 43' 39" East, 106.17' to a point, thence progressing South 45° 40' 32" East a distance of 51.62' to a point, thence progressing South 39° 17' 57" East a distance of 150.00' to a point, thence progressing South 33° 35' 19" East a distance of 50.25' to a point, thence progressing South 39° 17' 57" East a distance of 110.00' to a point on the Western right-of-way of S.R. 0039, thence progressing along the Western right-of-way of S.R. 0039 South 50° 42' 03" West a distance of 40.00' to a point, thence progressing North 39° 17' 57" West a distance of 110.00' to a point, thence progressing North 45° 00' 35" West a distance of 50.25' to a point, thence progressing North 39° 17' 57" West a distance of 150.00' to a point, thence progressing North 34° 10' 27" West a distance of 48.79' to a point, thence progressing along a curve to the left with a radius of 280.00', an arc length of 93.33', and a chord bearing and distance of North 52° 43' 29" West, 92.90' to a point, thence progressing North 73° 12' 27" West a distance of 46.46' to a point, thence progressing North 82° 52' 08" West a distance of 45.64' to a point, thence progressing North 81° 48' 05" West a distance of 249.79' to a point, thence progressing North 87° 30' 49" West a distance of 50.25' to a point, thence progressing North 81° 48' 11" West a distance of 50.00' to a point, thence progressing North 82° 24' 44" West a distance of 49.08' to a point, thence progressing North 84° 13' 31" West a distance of 48.87' to a point, thence progressing South 88° 04' 57" West a distance of 49.05' to a point, thence progressing North 87° 54' 33" West a distance of 48.71' to a point, thence progressing North 83° 54' 04" West a distance of 49.05' to a point, thence progressing South 88° 24' 24" West a distance of 48.87' to a point, thence progressing North 88° 48' 43" West a distance of 51.44' to a point, thence progressing South 89° 48' 11" West a distance of 150.00' to a point, thence progressing South 84° 05' 33" West a distance of 100.50' to a point, thence progressing North 84° 29' 10" West a distance of 50.25' to a point, thence progressing North 84° 34' 24" West a distance of 49.79' to a point, thence progressing South 88° 04' 51" West a distance of 48.80' to a point, thence progressing South 86° 31' 06" West a distance of 29.28' to a point, thence progressing South 68° 08' 41" West a distance of 70.73' feet to a point, thence progressing South 82° 13' 16" West a distance of 48.12' to a point, thence progressing South 74° 19' 35" West a distance of 48.30' to a point, thence progressing South 77° 29' 39" West a distance of 279.62' more or less to a point across the Swatara Creek, thence progressing

South 19° 53' 51" East a distance of 225.08' to a point, thence progressing South 14° 26' 25" West a distance of 528.27' to a point, thence progressing South 29° 37' 58" West a distance of 196.10' to a point, thence progressing South 39° 43' 37" West a distance of 308.74' to a point, thence progressing South 41° 55' 58" West a distance of 764.08' to a point, thence progressing South 46° 12' 51" West a distance of 537.11' to a point, thence progressing South 52° 49' 47" West a distance of 306.25' to a point, thence progressing South 71° 33' 18" West a distance of 333.17' to a point, thence progressing North 77° 43' 57" West a distance of 525.05' to a point, thence progressing North 35° 47' 54" West a distance of 385.71' to a point, thence progressing North 42° 28' 40" West a distance of 889.67' to a point, thence progressing North 62° 32' 52" West a distance of 355.04' to a point, thence progressing South 80° 10' 52" West a distance of 159.29' to a point, thence progressing South 49° 58' 05" West a distance of 926.76' to a point, thence progressing South 50° 54' 18" West a distance of 298.87' to a point, thence progressing South 51° 04' 48" West a distance of 355.67' to a point on the right-of-way line of L.R. 22049, thence progressing along the right-of-way line of L.R. 22049, North 25° 24' 36" West a distance of 118.09' to an iron pin, the place of beginning.

Acreage of Lot #2, land situate in South Hanover Township and Derry Township, being 252.26 acres. BEING PARCEL NO. 56-016-058

ALL THAT CERTAIN tract of land situate in the Township of South Hanover, Dauphin County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the Eastern line of North Hanover Street, which point is 33 feet from the original corner of the North Hanover Street Bridge over Swatara Creek; thence in a generally Northwesterly direction along the Eastern line of North Hanover Street North 43° 15' West 21 feet to a point on line of other lands of Ammon E. Bell and Lloyd E. Bell, co-partners trading and doing business as Bell's Meat Market; thence along said other lands of the co-partners herein in a generally Easterly direction North 61° 36' East 64.4 feet (erroneously recited as North 61° 36' 64.4 feet in prior deed) to a point on line of other lands of Pennsylvania Supply Company; thence along said line of other lands of Pennsylvania Supply Company in a generally Southwesterly direction South 43° 30' West 62 feet to a point on the Eastern line of North Hanover Street, the place of BEGINNING.

CONTAINING in area 650 square feet. BEING PARCEL NO. 56-016-101

ALL THAT CERTAIN strip or piece of land situate in Derry Township, Dauphin County, State of Pennsylvania, as shown on plan of private access road for Pennsylvania Supply Company, dated January 16, 1967, copy of which is

attached to and made a part of the Deed recorded in said Recorders Office at Deed Book L Volume 52 Page 444, described as follows:

BEGINNING at the center line of proposed private access road and the westerly side of Legislative Route No. 22013; thence extending Westwardly along the center line of said access road having the following distances on each side of said center line starting with Station 0 + 40, being the Westerly right-of-way line of Legislative Route No. 22013;

STATION LEFT RIGHT

0 + 40 20 feet 20 feet
1 + 50 20 feet 20 feet
2 + 00 25 feet 25 feet
3 + 00 25 feet 25 feet
3 + 50 25 feet 25 feet
4 + 00 20 feet 20 feet
5 + 00 20 feet 20 feet
5 + 50 25 feet 25 feet
6 + 00 30 feet 30 feet
8 + 50 30 feet 30 feet
9 + 00 35 feet 30 feet
9 + 50 35 feet 35 feet
10 + 00 35 feet 35 feet
10 + 50 35 feet 40 feet
11 + 00 40 feet 45 feet
11 + 50 40 feet 45 feet
12 + 00 35 feet 45 feet
12 + 50 35 feet 50 feet
13 + 00 35 feet 45 feet
13 + 50 35 feet 50 feet
14 + 00 35 feet 50 feet
14 + 50 35 feet 55 feet
15 + 00 40 feet 55 feet
15 + 50 45 feet 55 feet
16 + 00 40 feet 55 feet
16 + 50 35 feet 55 feet
17 + 00 35 feet 35 feet
17 + 30 35 feet 35 feet
18 + 00 55 feet 30 feet
18 + 50 55 feet 55 feet
19 + 00 60 feet 70 feet
19 + 92 60 feet 70 feet (at edge of Swatara Creek)

CONTAINING 3.23 acres, more or less

BEING PARCEL NO. 24-008-02

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “***Amendment***”) is made as of this 28th day of October, 2024, by and between **Pennsy Supply, Inc.**, a Pennsylvania corporation (“***Seller***”), and **HCI DP Land Acquisition LLC**, a Delaware limited liability company (“***Buyer***”).

W I T N E S S E T H:

WHEREAS, Seller and Buyer have previously entered into that certain Purchase and Sale Agreement effective as of September 18, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement dated as of February 15, 2024 (collectively, the “***Agreement***”), whereby Seller shall sell, and Buyer shall acquire, (i) approximately 240.94 acres of land located in the Township of South Hanover, Pennsylvania (the “***South Hanover Township***”) and referred to in the Dauphin County, Pennsylvania (the “***County***”) tax records as parcel number 56-016-058, (ii) approximately 0.01 acres of land located in South Hanover Township and referred to in the County tax records as parcel number 56-016-101, and (iii) approximately 3.2 acres of land located in the Township of Derry, Pennsylvania and referred to in the County tax records as parcel number 24-008-021, all as more particularly described in the Agreement;

AND WHEREAS, Seller and Buyer desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Capitalized Terms. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement.
2. Closing Date. Section 12(a)(i) of the Agreement is hereby amended to replace the reference to the Outside Closing Date as “twenty-five (25) months after the Effective Date” with “January 19, 2026”.
3. Counterparts; Electronic Execution. This Amendment may be signed in counterparts and shall be fully enforceable when signed in such manner. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called “PDF” format (including by means of DocuSign or similar software) shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. Seller and Buyer (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.
4. Full Force and Effect. Except as modified hereby, all other provisions of the Agreement shall remain in full force and effect, unmodified by this Amendment.

5. Entire Agreement. The Agreement, as modified by this Amendment, constitutes the entire understanding between Seller and Buyer, and said parties shall not be bound by any agreements, understandings or conditions respecting the subject matter hereof, whether oral or written, other than those expressly set forth and stipulated in the Agreement, as modified by this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first-above written.

SELLER:

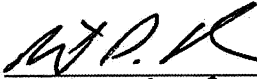
PENNSY SUPPLY, INC.,
a Pennsylvania corporation

By: 
Name: Dino Faiola
Title: President

[Signatures continue on next page.]

BUYER:

HCI DP LAND ACQUISITIONS LLC,
a Delaware limited liability company

By: 

Name: DAVID P. HUDSON

Title: PRESIDENT

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “***Amendment***”) is made as of this 17th day of March, 2025, by and between **Pennsy Supply, Inc.**, a Pennsylvania corporation (“***Seller***”), and **HCI DP Land Acquisition LLC**, a Delaware limited liability company (“***Buyer***”).

W I T N E S S E T H:

WHEREAS, Seller and Buyer have previously entered into that certain Purchase and Sale Agreement effective as of September 18, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement dated as of February 15, 2024 and that certain Second Amendment to Purchase and Sale Agreement dated as of October 28, 2024 (collectively, the “***Agreement***”), whereby Seller shall sell, and Buyer shall acquire, (i) approximately 240.94 acres of land located in the Township of South Hanover, Pennsylvania (the “***South Hanover Township***”) and referred to in the Dauphin County, Pennsylvania (the “***County***”) tax records as parcel number 56-016-058, (ii) approximately 0.01 acres of land located in South Hanover Township and referred to in the County tax records as parcel number 56-016-101, and (iii) approximately 3.2 acres of land located in the Township of Derry, Pennsylvania and referred to in the County tax records as parcel number 24-008-021, all as more particularly described in the Agreement;

AND WHEREAS, Seller and Buyer desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Capitalized Terms. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement.
2. Extension Options. Section 12(a)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(ii) Notwithstanding the foregoing, Buyer shall have the option to extend the Closing Date for up to three (3) additional periods of six (6) months each and, to the extent that the extended Closing Date will occur later than the Outside Closing Date, the Outside Closing Date will be extended to the same date. In order to exercise any such extension option, Buyer shall send notice thereof to Seller on or before the date which is five (5) calendar days prior to the then-scheduled Outside Closing Date and shall, within three (3) business days of such notice, deposit with Escrow Agent in cash or other immediately available funds the sum of [REDACTED]

[REDACTED]

[REDACTED]

3. Quarterly Reporting Requirement. Notwithstanding anything to the contrary in the Agreement, commencing on April 1, 2025 and continuing thereafter throughout the pendency of the Agreement, Buyer shall provide Seller with quarterly written status updates as to Buyer's progress in obtaining the Project Approvals. Such updates (which may be delivered via email) shall (i) identify changes in status since the last reports (if applicable), (ii) update estimated Project Approval timelines (if needed) and (iii) be delivered within thirty (30) days following the end of each calendar quarter (it being acknowledged and agreed that Buyer's reporting obligations hereunder shall terminate upon the earlier of (y) termination of this Agreement or (z) receipt of the Project Approvals). For the avoidance of doubt, the obligations stated in this Section 3 are subject to notice and cure periods provided in Section 15(d) of the Agreement.

4. Counterparts; Electronic Execution. This Amendment may be signed in counterparts and shall be fully enforceable when signed in such manner. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "PDF" format (including by means of DocuSign or similar software) shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. Seller and Buyer (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

5. Full Force and Effect. Except as modified hereby, all other provisions of the Agreement shall remain in full force and effect, unmodified by this Amendment.

6. Entire Agreement. The Agreement, as modified by this Amendment, constitutes the entire understanding between Seller and Buyer, and said parties shall not be bound by any agreements, understandings or conditions respecting the subject matter hereof, whether oral or written, other than those expressly set forth and stipulated in the Agreement, as modified by this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of
the day and year first-above written.

SELLER:

PENNSY SUPPLY, INC.,
a Pennsylvania corporation

By: 
Name: Dino Faola
Title: President

[Signatures continue on next page.]

[Signature Page to Third Amendment to Purchase and Sale Agreement]

BUYER:

HCI DP LAND ACQUISITIONS LLC,
a Delaware limited liability company

By: David Hudson
Name: David Hudson
Title: President

EXECUTION

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “*Agreement*”) is by and among **Shawn David Safford and Kristine Marie Safford**, husband and wife (collectively, “*Seller*”), and **HCI DP Land Acquisition LLC**, a Delaware limited liability company or its assignee (“*Buyer*”), to be effective as of the Effective Date (as defined in Section 29 below).

RECITALS:

A. Seller owns land in South Hanover Township, Dauphin County, Pennsylvania (the “County”) consisting of approximately 9.77 acres of land located at 16 Wagner Street, Hummelstown, Pennsylvania 17036 referred to in the County tax records as parcel numbers 56-016-115 and 56-016-125, as depicted and described on Exhibit A, together with all improvements located thereon (the “*Real Property*”).

B. Buyer desires to purchase from Seller all of the Property (hereinafter defined), and Seller desires to sell to Buyer all of the Property, all as more particularly set forth in this Agreement.

AGREEMENTS:

NOW THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer (the “*Parties*” or a “*Party*”) hereby agree as follows:

1. BINDING AGREEMENT. This Agreement constitutes a binding agreement between Seller and Buyer for the sale and purchase of the Property subject to the terms set forth in this Agreement. Subject to the limitations set forth in this Agreement, this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, successors, and assigns and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom or enforce against any Party hereto any provision hereof, whether as a third party beneficiary or otherwise, it being specifically intended that there shall be no third party beneficiaries hereto or any third party reliance hereon. This Agreement supersedes all other written or verbal agreements between the Parties concerning the transaction embodied in this Agreement. No claim of waiver, modification, or amendment concerning the provisions of this Agreement shall be made against a Party unless based upon a written instrument signed by such Party.

2. INCLUSIONS IN PROPERTY.

(a) The Property. The term “*Property*” shall mean the following: (i) the Real Property; (ii) any and all improvements (if any) situated on the Real Property (the “*Improvements*”); (iii) all rights, privileges, easements, tenements, hereditaments, and appurtenances pertaining to the Real Property; (iv) all development, utility, water, irrigation, and air rights running with or otherwise pertaining to the Real Property; (v) all interest, if any, of Seller in any road, street, or alley adjoining the Real Property to the centerline thereof and all rights in and to any strips and gores of land adjoining the Real Property; (vi) all interest, if any, of Seller in any award made or to be made or settlement in lieu thereof for damage to the Property by reason of condemnation, eminent domain, or exercise of police power; (vii) all of Seller’s interest, if any, in and to or in any wise respecting all oil, gas, and hydrocarbons, and similar mineral substances that are typically produced with oil, gas, and hydrocarbons, including sand, clay, gravel, coal, lignite, uranium, and other similar minerals and mineral substances, together with all royalties related thereto, located in, on, or under the Real Property, including, all powers, privileges, licenses, and interests appurtenant to such mineral estate; (viii) all of Seller’s interest, to the extent transferable, in all permits, approvals, entitlements and licenses (the “*Permits*”); and (ix) all of Seller’s interest, to the extent transferable, in all warranties, contractual rights and intangibles with respect to the development of the

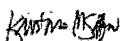
EXECUTION

Buyer and Seller, intending to be legally bound, have caused this Purchase Agreement and Escrow Instructions to be executed by their duly authorized representatives.

SELLER:



SHAWN DAVID SAFFORD, an individual



KRISTINE MARIE SAFFORD, an individual

BUYER:

HCI DP LAND ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXECUTION

Buyer and Seller, intending to be legally bound, have caused this Purchase Agreement and Escrow Instructions to be executed by their duly authorized representatives.

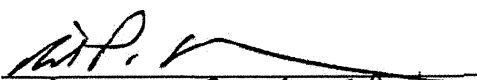
SELLER:

SHAWN DAVID SAFFORD, an individual

KRISTINE MARIE SAFFORD, an individual

BUYER:

HCI DP LAND ACQUISITION LLC,
a Delaware limited liability company

By: 
Name: DAVID P. HUDSON
Title: PRESIDENT

EXECUTION

ESCROW AGENT'S ACKNOWLEDGMENT
OF RECEIPT OF AGREEMENT:

Receipt of the foregoing fully executed Agreement is hereby acknowledged by the undersigned this
17th day of November, 2025.

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Name: Elvira Fuentes
Title: VP/Escrow Manager

EXHIBIT A
LEGAL DESCRIPTION

Tax Parcel 56-016-115:

ALL THAT CERTAIN piece, parcel or tract of land situated in South Hanover Township, Dauphin County, Commonwealth of Pennsylvania, more particularly bounded and described as follows

BEGINNING at a concrete monument located 30 feet northwest of center line point on private road belonging to Pennsylvania Supply Company, and center line point being 1200 feet, more or less, along the center line of said private road in an easterly direction from the center line intersection of Wagner Street and Arthur Street; thence along land now or formerly of Pennsylvania Supply Company, North 12 degrees 35 minutes 35 seconds West, 222.00 feet along a fence line to a concrete monument, thence along land of same, North 63 degrees 26 minutes 55 seconds East, 426.49 feet to a concrete monument; thence along land of same South 29 degrees 02 minutes 30 seconds East, 3 72.00 feet along a fence line to a concrete monument; thence along the aforesaid road, 30 feet north of and parallel to the center line, the following courses and distances, South 89 degrees 20 minutes 52 seconds West, 129.11 feet to a concrete monument and thence westerly along said curve, a length of 139.47 feet to a concrete monument; thence South 64 degrees 05 minute, 52 seconds West, 101.83 feet to a concrete monument and the beginning of a curve to the right, having a radius of 174.63 feet; thence westerly along said curve, a length of 114.29 feet to a railroad spike in a macadam driveway; thence North 78 degrees 24 minutes 08 seconds West, 4 7. 92 feet to a concrete monument, the place of Beginning.

Tax Parcel 56-016-125:

ALL THAT CERTAIN lot and parcel of ground situated in South Hanover Township, Dauphin County, Pennsylvania, known as Lot No. 3 on a final add-on Subdivision Plan for William H. Alexander prepared by Pennoni Associates, Inc. dated August 9, 1996 and recorded in the Office of the Recorder of Deeds of Dauphin County in Plan Book K, Volume 6, Page 64, more particularly bounded and described as follows:

BEGINNING at a concrete monument on the existing private road shown on the aforesaid Plan at the boundary line with the existing parcel owned by William H. Alexander and Marion C. Alexander; thence long said existing parcel North seventeen degrees fifty minutes thirty-six seconds West (N 17° 50' 36" W) a distance of 372.02 feet to a concrete monument; thence along the same South seventy-four degrees thirty-seven minutes twenty-nine seconds West (S 74° 37' 29" W) a distance of 426.55 feet to a concrete monument; thence along Lot No. 1 of said Plan North one degree twenty-five minutes thirty-one seconds West (N 1° 25' 31" W) a distance of 624.31 feet to a concrete monument; thence along the same South eighty-one degrees forty-one minutes fifty-seven (S 81 ° 41 '57" E) a distance of 182.56 feet to a concrete monument; thence along the same South seventy-nine degrees eight minutes six seconds East (S 79° 08' 06" E) a distance of 211.88 feet to a concrete monument; thence along Lot No. 2 of said Plan South seven degrees thirteen minutes forty-eight seconds East (S 07° 13' 48" E) a distance of 80.56 feet to an iron pin (found); thence along the same South fifty-five degrees one minute eight seconds East (S 55° 01' 08" E) a distance of 275.76 feet to an iron in; thence along the same South twenty degrees fifty-five minutes one second West (S 20° 55' 01" W) a distance of 183 .18 feet to an iron pin; thence along the same South seventy-four degrees fifty-eight minutes twenty-nine seconds West (S 74° 58' 29" W) a distance of 74.76 feet to an iron pin; thence along the same South seventeen degrees fifty-three minutes twenty-eight seconds East (S 17° 53' 28" E) a distance of 392.96 feet to an iron pin (found); thence along the existing private road, aforesaid, North eighty-six degrees fifty-five minutes thirty-seven seconds West (N 86° 55' 37" W) a distance of 67.19 feet to a concrete monument, the point and place of BEGINNING

EXHIBIT A-1
QUARRY PROPERTY

ALL THAT CERTAIN piece or parcel of land situate in South Hanover Township and Derry Township, Dauphin County, Commonwealth of Pennsylvania, known as Lot No. 2 on a Final Subdivision Plan for Pennsy Supply, Inc. dated July 5, 1994 and prepared by Akens Engineering Associates, Inc., recorded in the Office of the Recorder of Deeds of Dauphin County in Plan Book D - Volume 6 - Pages 80-81, more particularly bounded and described as follows:

BEGINNING at an iron pin, 33' from the Northeast corner of the bridge across the Swatara Creek on the East side of Grandview Drive (L.R. 22049) thence progressing the next three courses and distances along lands now or formerly of Ammon E. Bell and Lloyd E. Bell: North 58° 28' 15" East a distance of 304.55' to a railroad spike, thence progressing North 26° 34' 37" West a distance of 258.80' to an iron pin, thence progressing North 88° 49' 12" West a distance of 86.18' to a concrete monument, thence progressing the next 4 courses and distances along lands now or formerly of Richard Alexander North 14° 11' 23" West a distance of 285.30' to an iron pin, thence progressing South 75° 48' 37" West a distance of 29.95' to an iron pin, thence progressing North 14° 11' 23" West a distance of 10.00' to an iron pin, thence progressing South 75° 48' 37" West distance of 138.50' to an iron pin on the Eastern right-of-way line of L.R. 22049, thence progressing along the right-of-way line of L.R. 22049, North 14° 11' 23" West a distance of 30.00' to an iron pin, thence progressing along lands now or formerly of Robert Getz, North 75° 48' 37" East a distance of 138.50' to a concrete monument, thence progressing along lands now or formerly of Robert Getz, lands now or formerly of Robert and Mildred Garret, and lands now or formerly of Zelma H. and Blair S. Fishel, North 14° 11' 23" West a distance of 270.00' through an iron pin on line, continuing on the same bearing, along lands now or formerly of William and Vivian Leininger and lands now or formerly of Glenn H. and Ruth K. Hoffer, 199.71' to an iron pin, thence progressing along lands now of formerly of Harry C. and Betty R. Vail, lands now or formerly of Louis F. Martin, and lands now or formerly of Mary A. Thompson, North 13° 29' 14" West a distance of 400.49' to an iron pin, thence progressing along lands now or formerly of Mary A. Thompson, South 77° 03' 37" West a distance of 139.28' to an iron pin on the Eastern right-of-way line of L.R. 22049, thence progressing along the right-of-way line of L.R. 22049, North 08° 57' 45" West a distance of 50.12' to an iron pin, thence progressing along lands now of formerly of Dean A. and Diane L. Fetters, North 77° 03' 37" East a distance of 132.07' to a concrete monument, thence progressing along lands now or formerly of Dean A. and Diane L. Fetters and lands now of formerly of Richard R. Runkle, North 15° 32' 22" West a distance of 116.71' to an iron pin, thence progressing along lands now or formerly of Richard R. Runkle, lands now or formerly of Robert S. and Gloria F. Rogers, lands now or formerly of Edward R. and Barbara Fisher, and lands now or formerly of Donald L. Bell, North 14° 50' 25" West a distance of 256.83' to a concrete monument, thence progressing along lands now or formerly of Williard L. Rexrode, North 10° 45' 30" West a distance of 99.92' to an iron pin, thence progressing along lands now or formerly of Albert W. and Alice A. First, North 21° 40' 34" East a distance of 100.28' to an iron pin, thence progressing the next two courses and distances along lands now or formerly of Natale Amato: South 79° 22' 11" East a distance of 47.34' to a concrete monument, thence progressing North 07° 22' 44" East a distance of 33.06' to an iron pin, thence progressing along lands now or formerly of Henry M. and Carol W. Spangler, South 84° 42' 22" East a distance of 140.44' to an iron pin, thence progressing along lands now or formerly of Charles and Nelda Bistline and lands now or formerly of William Hopfensetz, North 87° 17' 10" East a distance of 349.55' to an iron pin, thence progressing along lands now or formerly of William Hopfensetz, North 02° 45' 00" West a distance of 216.00' to an iron pin on the Southern right-of-way line of T-373, thence progressing along the Southern right-of-way line of T-373, North 81° 46' 04" East a distance of 30.28' to an iron pin, thence progressing the next two courses and distances along lands now or formerly of Daniel B. and Diana M. Reed: South 02° 45' 00" East a distance of 218.89' to a concrete monument, thence progressing North 86° 45' 58" East a distance of 119.83' to an iron pin, thence progressing along lands now or formerly of John E. and Susan S. Benner, North 64° 20' 31" East a distance of 142.39' to an iron

EXECUTION

pin, thence progressing along lands now or formerly of Edward G. and Carol A. Foley, North 72° 47' 22" East a distance of 100.92' to an iron pin, thence progressing along lands now or formerly of Jesse P. and Frances L. Dillon and lands now of formerly of David E. and Geraldine M. Myers, North 85° 56' 56" East a distance of 232.63' to an iron pin, thence progressing along lands now of formerly of David E. and Geraldine M. Myers, North 05° 15' 29" West a distance of 140.00' to an iron pin on the Southern right-of-way line of T-373, thence progressing along the Southern right-of-way line of T-373, North 84° 44' 42" East a distance of 40.00' to an iron pin, thence progressing the next three courses and distances along lands now or formerly of Mumma Realty Associates, South 05° 15' 29" East a distance of 140.00' to a concrete monument, thence progressing North 87° 44' 50" East a distance of 106.93' to a concrete monument, thence progressing North 07° 34' 40" West a distance of 124.68' to an iron pin, thence progressing along Lot 1 of the aforementioned plan the following courses and distances: North 89° 30' 20" East a distance of 21.07' to an iron pin, thence progressing along a curve to the left having a radius of 366.76', an arc length of 52.97', and a chord bearing and distance of North 85° 22' 06" East, 52.92' to an iron pin, thence progressing North 81° 13' 51" East a distance of 759.66' to a concrete monument, thence progressing along a curve to the right having a radius of 176.00', an arc length of 80.09' and a chord bearing and distance of South 85° 44' 00" East, 79.40' to an iron pin, thence progressing South 72° 41' 49" East a distance of 102.01' to an iron pin, thence progressing along a curve to the left having a radius of 234.63', an arc length of 131.20', and a chord bearing and distance of South 88° 42' 55" East a distance of 129.50' to an iron pin, thence progressing North 75° 15' 56" East a distance of 101.83' to an iron pin, thence progressing along a curve to the right having a radius of 256.48', an arc length of 113.03', and a chord bearing and distance of North 87° 53' 26" East, 112.12' to an iron pin, thence progressing South 79° 29' 04" East a distance of 232.56' to an iron pin, thence progressing North 17° 52' 26" West a distance of 470.89' to an iron pin, thence progressing North 74° 53' 41" East a distance of 74.68' to an iron pin, thence progressing North 20° 54' 09" East a distance of 182.98' to an iron pin, thence progressing North 55° 04' 04" West a distance of 275.88' to an iron pin, thence progressing North 06° 51' 26" West a distance of 104.36' to an iron pin, thence progressing South 82° 18' 30" East a distance of 469.74' to an iron pin, thence progressing South 77° 04' 59" East a distance of 271.46' to an iron pin, thence progressing South 67° 31' 10" West a distance of 282.22' to an iron pin, thence progressing South 05° 54' 59" East a distance of 493.91' to an iron pin, thence progressing South 84° 50' 46" East a distance of 61.09' to an iron pin, thence progressing South 47° 21' 26" East a distance of 79.96' to an iron pin, thence progressing South 22° 50' 00" West a distance of 245.18' to an iron pin, thence progressing South 82° 43' 57" East a distance of 483.96' to an iron pin, thence progressing South 84° 03' 16" East a distance of 333.85' to an iron pin, thence progressing North 85° 51' 10" East a distance of 333.71' to an iron pin, thence progressing North 24° 53' 41" East a distance of 338.05' to an iron pin, thence progressing North 04° 04' 46" East a distance of 272.82' to an iron pin, thence progressing North 40° 25' 20" East a distance of 177.08' to an iron pin, thence progressing North 81° 02' 18" East a distance of 140.55' to a point at the low water mark of the Swatara Creek, thence progressing along the low water mark of the Swatara Creek the following courses and distances, South 24° 28' 53" East a distance of 704.91' to a point, thence progressing South 34° 54' 03" East a distance of 210.91' to a point, thence progressing South 43° 20' 33" East a distance of 89.35' to a point, thence progressing North 77° 29' 39" East a distance of 318.07' more or less to a point across the Swatara Creek, thence progressing South 83° 40' 52" East a distance of 54.24' to a point, thence progressing South 71° 51' 54" East a distance of 57.20' to a point, thence progressing North 80° 34' 06" East a distance of 71.72' to a point, thence progressing North 86° 31' 06" East a distance of 30.72' to a point, thence progressing North 66° 52' 19" East a distance of 55.28' to a point, thence progressing North 89° 39' 27" East a distance of 50.72' to a point, thence progressing North 89° 48' 11" East a distance of 150.00' to a point, thence progressing South 84° 29' 10" East a distance of 50.25' to a point, thence progressing North 89° 48' 11" East a distance of 50.00' to a point, thence progressing South 84° 29' 10" East a distance of 50.25' to a point, thence progressing North 84° 05' 33" East a distance of 50.25' to a point, thence progressing South 84° 22' 48" East a distance of 49.88' to a point, thence progressing South 89° 45' 04" East a distance of 51.44' to a point, thence progressing South 87° 54' 33" East a distance of 51.44' to a point, thence progressing South 80° 30' 29" East a distance of 51.61' to a

EXECUTION

point, thence progressing South 78° 38' 55" East a distance of 51.45' to a point, thence progressing South 82° 25' 02" East a distance of 50.91' to a point, thence progressing South 76° 05' 33" East a distance of 50.25' to a point, thence progressing South 81° 48' 11" East a distance of 50.00' to a point, thence progressing South 81° 48' 03" East a distance of 250.23' to a point, thence progressing South 71° 22' 44" East a distance of 54.75' to a point, thence progressing South 61° 44' 57" East a distance of 53.92' to a point, thence progressing along curve to the left with a radius of 320.00', an arc length of 106.67' and a chord bearing and distance of South 52° 43' 39" East, 106.17' to a point, thence progressing South 45° 40' 32" East a distance of 51.62' to a point, thence progressing South 39° 17' 57" East a distance of 150.00' to a point, thence progressing South 33° 35' 19" East a distance of 50.25' to a point, thence progressing South 39° 17' 57" East a distance of 110.00' to a point on the Western right-of-way of S.R. 0039, thence progressing along the Western right-of-way of S.R. 0039 South 50° 42' 03" West a distance of 40.00' to a point, thence progressing North 39° 17' 57" West a distance of 110.00' to a point, thence progressing North 45° 00' 35" West a distance of 50.25' to a point, thence progressing North 39° 17' 57" West a distance of 150.00' to a point, thence progressing North 34° 10' 27" West a distance of 48.79' to a point, thence progressing along a curve to the left with a radius of 280.00', an arc length of 93.33', and a chord bearing and distance of North 52° 43' 29" West, 92.90' to a point, thence progressing North 73° 12' 27" West a distance of 46.46' to a point, thence progressing North 82° 52' 08" West a distance of 45.64' to a point, thence progressing North 81° 48' 05" West a distance of 249.79' to a point, thence progressing North 87° 30' 49" West a distance of 50.25' to a point, thence progressing North 81° 48' 11" West a distance of 50.00' to a point, thence progressing North 82° 24' 44" West a distance of 49.08' to a point, thence progressing North 84° 13' 31" West a distance of 48.87' to a point, thence progressing South 88° 04' 57" West a distance of 49.05' to a point, thence progressing North 87° 54' 33" West a distance of 48.71' to a point, thence progressing North 83° 54' 04" West a distance of 49.05' to a point, thence progressing South 88° 24' 24" West a distance of 48.87' to a point, thence progressing North 88° 48' 43" West a distance of 51.44' to a point, thence progressing South 89° 48' 11" West a distance of 150.00' to a point, thence progressing South 84° 05' 33" West a distance of 100.50' to a point, thence progressing North 84° 29' 10" West a distance of 50.25' to a point, thence progressing North 84° 34' 24" West a distance of 49.79' to a point, thence progressing South 88° 04' 51" West a distance of 48.80' to a point, thence progressing South 86° 31' 06" West a distance of 29.28' to a point, thence progressing South 68° 08' 41" West a distance of 70.73' feet to a point, thence progressing South 82° 13' 16" West a distance of 48.12' to a point, thence progressing South 74° 19' 35" West a distance of 48.30' to a point, thence progressing South 77° 29' 39" West a distance of 279.62' more or less to a point across the Swatara Creek, thence progressing South 19° 53' 51" East a distance of 225.08' to a point, thence progressing South 14° 26' 25" West a distance of 528.27' to a point, thence progressing South 29° 37' 58" West a distance of 196.10' to a point, thence progressing South 39° 43' 37" West a distance of 308.74' to a point, thence progressing South 41° 55' 58" West a distance of 764.08' to a point, thence progressing South 46° 12' 51" West a distance of 537.11' to a point, thence progressing South 52° 49' 47" West a distance of 306.25' to a point, thence progressing South 71° 33' 18" West a distance of 333.17' to a point, thence progressing North 77° 43' 57" West a distance of 525.05' to a point, thence progressing North 35° 47' 54" West a distance of 385.71' to a point, thence progressing North 42° 28' 40" West a distance of 889.67' to a point, thence progressing North 62° 32' 52" West a distance of 355.04' to a point, thence progressing South 80° 10' 52" West a distance of 159.29' to a point, thence progressing South 49° 58' 05" West a distance of 926.76' to a point, thence progressing South 50° 54' 18" West a distance of 298.87' to a point, thence progressing South 51° 04' 48" West a distance of 355.67' to a point on the right-of-way line of L.R. 22049, thence progressing along the right-of-way line of L.R. 22049, North 25° 24' 36" West a distance of 118.09' to an iron pin, the place of beginning.

Acreage of Lot #2, land situate in South Hanover Township and Derry Township, being 252.26 acres.
BEING PARCEL NO. 56-016-058

ALL THAT CERTAIN tract of land situate in the Township of South Hanover, Dauphin County, Pennsylvania, more particularly bounded and described as follows:

EXECUTION

BEGINNING at a point on the Eastern line of North Hanover Street, which point is 33 feet from the original corner of the North Hanover Street Bridge over Swatara Creek; thence in a generally Northwesternly direction along the Eastern line of North Hanover Street North 43° 15' West 21 feet to a point on line of other lands of Ammon E. Bell and Lloyd E. Bell, co-partners trading and doing business as Bell's Meat Market; thence along said other lands of the co-partners herein in a generally Easterly direction North 61° 36' East 64.4 feet (erroneously recited as North 61° 36' 64.4 feet in prior deed) to a point on line of other lands of Pennsylvania Supply Company; thence along said line of other lands of Pennsylvania Supply Company in a generally Southwesterly direction South 43° 30' West 62 feet to a point on the Eastern line of North Hanover Street, the place of BEGINNING.

CONTAINING in area 650 square feet. BEING PARCEL NO. 56-016-101

ALL THAT CERTAIN strip or piece of land situate in Derry Township, Dauphin County, State of Pennsylvania, as shown on plan of private access road for Pennsylvania Supply Company, dated January 16, 1967, copy of which is attached to and made a part of the Deed recorded in said Recorders Office at Deed Book L Volume 52 Page 444, described as follows:

BEGINNING at the center line of proposed private access road and the westerly side of Legislative Route No. 22013; thence extending Westwardly along the center line of said access road having the following distances on each side of said center line starting with Station 0 + 40, being the Westerly right-of-way line of Legislative Route No. 22013;

STATION LEFT RIGHT

0 + 40 20 feet 20 feet
1 + 50 20 feet 20 feet
2 + 00 25 feet 25 feet
3 + 00 25 feet 25 feet
3 + 50 25 feet 25 feet
4 + 00 20 feet 20 feet
5 + 00 20 feet 20 feet
5 + 50 25 feet 25 feet
6 + 00 30 feet 30 feet
8 + 50 30 feet 30 feet
9 + 00 35 feet 30 feet
9 + 50 35 feet 35 feet
10 + 00 35 feet 35 feet
10 + 50 35 feet 40 feet
11 + 00 40 feet 45 feet
11 + 50 40 feet 45 feet
12 + 00 35 feet 45 feet
12 + 50 35 feet 50 feet
13 + 00 35 feet 45 feet
13 + 50 35 feet 50 feet
14 + 00 35 feet 50 feet
14 + 50 35 feet 55 feet
15 + 00 40 feet 55 feet
15 + 50 45 feet 55 feet
16 + 00 40 feet 55 feet
16 + 50 35 feet 55 feet
17 + 00 35 feet 35 feet
17 + 30 35 feet 35 feet
18 + 00 55 feet 30 feet
18 + 50 55 feet 55 feet
19 + 00 60 feet 70 feet
19 + 92 60 feet 70 feet (at edge of Swatara Creek)

EXECUTION

CONTAINING 3.23 acres, more or less
BEING PARCEL NO. 24-008-02

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is by and among **HCI DP Land Acquisition LLC**, a Delaware limited liability company or its assignee ("**Buyer**"), and (i) as to the G-A-T Real Property (defined below), **G-A-T Distribution Corporation**, a Pennsylvania corporation ("**G-A-T**") and (ii) as to the Mumma Real Property (defined below), **Mumma Realty Associates**, a tenancy-in-common ("**Mumma**"), to be effective as of the Effective Date (as defined in Section 29 below). G-A-T and Mumma are sometimes referred to herein individually as a "**Seller Entity**" and collectively and jointly and severally as the "**Seller**".

RECITALS:

A. G-A-T owns land in South Hanover Township, Dauphin County, Pennsylvania consisting of approximately 85.47 acres of land referred to in the Dauphin County, Pennsylvania (the "**County**") tax records as parcel number 56-016-124, generally depicted and described as parcel "11" on Exhibit A-1 attached hereto, together with all improvements located thereon (the "**G-A-T Real Property**").

B. Mumma owns land in the County consisting of (i) approximately 86 acres of land referred to in the County tax records as parcel number 56-016-004, (ii) approximately 4.17 acres of land referred to in the County tax records as parcel number 56-011-063, (iii) approximately 60.2 acres of land referred to in the County tax records as parcel number 56-016-003, (iv) approximately 3.00 acres of land referred to in the County tax records as parcel number 56-016-005, (v) approximately 0.33 acres of land referred to in the County tax records as parcel number 56-016-008, (vi) approximately 4.30 acres of land referred to in the County tax records as parcel number 56-016-011, and (vii) approximately 3.12 acres of land referred to in the County tax records as parcel number 56-016-093, generally depicted and described as parcels "4", "2", "3", "5", "6", "7" and "9" on Exhibit A-1 attached hereto, together with all improvements located thereon (collectively, the "**Mumma Real Property**", and together with the G-A-T Real Property, the "**Real Property**").

C. Mumma is comprised of (a) The Combined Trust under Will of Robert M. Mumma (formerly the Estate of Robert M. Mumma and the Marital Trust under Will of Robert M. Mumma), a trust established under the laws of the Commonwealth of Pennsylvania (the "**Trust**"), as to an undivided 98.08612% interest, (b) Robert M. Mumma II ("**RMMII**"), as to an undivided 0.47847% interest, (c) Barbara M. Mumma ("**BMM**"), as to an undivided 0.47847% interest, (d) Linda M. Mumma (formerly Linda M. Roth) ("**LMM**"), as to an undivided 0.47847% interest, and (e) Lisa M. Morgan ("**Morgan**"), as to an undivided 0.47847% interest (each, a "**TIC Owner**"), as parties to that certain Agreement Among Tenants-In-Common dated as of December 19, 1986 (the "**TIC Agreement**").

D. The TIC Agreement provides, *inter alia*, that: (i) any sale of the Mumma Real Property (and the applicable other Property hereinafter described) may be effectuated by a majority (in interest) vote of the TIC Owners; (ii) each TIC Owner will, following any decision to sell the Mumma Real Property (and any applicable other Property hereinafter described) made pursuant to the terms of the TIC Agreement, execute any deed or other instruments necessary to carry out such sale; (iii) if any TIC Owner refuses or fails to execute any such deed or instrument, the other TIC Owners will be entitled to specific performance with respect thereto; (iv) as further assurance of the foregoing, each TIC Owner named each of the other TIC Owners, with full power of substitution, as his, her or its attorney-in-fact coupled with an interest to execute any deed or other instruments necessary to carry out any sale of the Mumma Real Property (and all other applicable Property hereinafter described) properly authorized by the TIC Owner pursuant to the terms of the TIC Agreement, in the name of and on behalf of such refusing or otherwise failing TIC Owner; and (v) each TIC Owner executed and delivered to Mumma Realty Associates, Inc., in its capacity as

Buyer and Seller, intending to be legally bound, have caused this Purchase Agreement and Escrow Instructions to be executed by their duly authorized representatives.

SELLER:

G-A-T DISTRIBUTION CORPORATION,
a Pennsylvania corporation

By: Lisa M Morgan
Name: LISA M Morgan
Title: Pres

MUMMA REALTY ASSOCIATES,
a Tenancy-in-Common

By: Mumma Realty Associates, Inc.,
a Pennsylvania corporation,
its authorized agent

By: Lisa M Morgan
Name: LISA M. Morgan
Title: Pres

BUYER:

HCI DP LAND ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Buyer and Seller, intending to be legally bound, have caused this Purchase Agreement and Escrow Instructions to be executed by their duly authorized representatives.

SELLER:

G-A-T DISTRIBUTION CORPORATION,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

MUMMA REALTY ASSOCIATES,
a Tenancy-in-Common

By: Mumma Realty Associates, Inc.,
a Pennsylvania corporation,
its authorized agent

By: _____
Name: _____
Title: _____

BUYER:

HCI DP LAND ACQUISITION LLC,
a Delaware limited liability company

By: David Hudson
Name: David Hudson
Title: President

JOINDER

The undersigned hereby join in the foregoing Purchase and Sale Agreement for the purposes of acknowledging and agreeing to be bound by its duties, obligations and liabilities hereunder.

TRUST:

THE COMBINED TRUST UNDER WILL OF
ROBERT M. MUMMA, (formerly the Estate of
Robert M. Mumma and the Marital Trust under
Will of Robert M. Mumma), a trust established
under the laws of the Commonwealth of
Pennsylvania, Tenant-in-Common

By: Lisa M. Morgan
Lisa M. Morgan, Trustee

By: Trust under Will of Barbara M. Mumma, Trustee

By: Lisa M. Morgan
Lisa M. Morgan, Trustee

Lisa M. Morgan
LISA M. MORGAN, Tenant-in-Common

LINDA M. MUMMA, Tenant-in-Common,
f/k/a, Linda M. Roth

By: Lisa M. Morgan
Lisa M. Morgan, as Agent by Power of Attorney

ROBERT M. MUMMA, II, Tenant-in-Common

By: Lisa M. Morgan
Lisa M. Morgan, as Agent by Power of Attorney

BARBARA M. MUMMA, Tenant-in-Common
f/k/a Barbara M. McClure

By: Lisa M. Morgan
Lisa M. Morgan, as Agent by Power of Attorney

ESCROW AGENT'S ACKNOWLEDGMENT
OF RECEIPT OF AGREEMENT:

30th Receipt of the foregoing fully executed Agreement is hereby acknowledged by the undersigned this
day of October, 2023.

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Name: ELVIRA PUENTES
Title: VP/escrow Manager

EXHIBIT A-1
DEPICTION OF REAL PROPERTY¹



¹ Table identifying "APN", "Site Addr", "Site City", "Site Zip", "County", "Lot Acreage", and "Calculated Lot Acreage" included for informational purposes only; parcels identified in the table but not referenced in the Recitals to this Agreement do not comprise any portion of the "Real Property" and are not subject to the conveyance under this Agreement. The parties will confirm the metes and bounds legal description of the G-A-T Real Property and the Mumma Real Property during the Study Period.

5/15/23, 4:57 PM

1	APN	24-008-021	SITE ADDR	HERSHEY PARK DR.	SITE CITY	
	SITE ZIP	17033	COUNTY	DAUPHIN	LOT ACREAGE	3.2
	CALCULATED LOT ACREAGE	1.933				
2	APN	56-011-063	SITE ADDR	E OF GRANDVIEW RD.	SITE CITY	
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	4.17
	CALCULATED LOT ACREAGE	4.3407				
3	APN	56-016-003	SITE ADDR	N HOERNERSTOWN RD	SITE CITY	HUMMELSTOWN
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	60.2
	CALCULATED LOT ACREAGE	56.5707				
4	APN	56-016-004	SITE ADDR	GRANDVIEW RD	SITE CITY	HUMMELSTOWN
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	86
	CALCULATED LOT ACREAGE	87.5595				
5	APN	56-016-005	SITE ADDR	GRANDVIEW RD	SITE CITY	HUMMELSTOWN
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	3
	CALCULATED LOT ACREAGE	3.5737				
6	APN	56-016-006	SITE ADDR	HOERNERSTOWN RD	SITE CITY	
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	0.33
	CALCULATED LOT ACREAGE	0.3293				
7	APN	56-016-011	SITE ADDR	HOERNERSTOWN RD.	SITE CITY	
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	4.3
	CALCULATED LOT ACREAGE	4.0669				
8	APN	56-016-058	SITE ADDR	WAGNER AV 12	SITE CITY	
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	252.2
	CALCULATED LOT ACREAGE	238.9558				
9	APN	56-016-093	SITE ADDR	N OF GRANDVIEW RD	SITE CITY	HUMMELSTOWN
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	3.12
	CALCULATED LOT ACREAGE	2.8354				
10	APN	56-016-101	SITE ADDR	GRANDVIEW RD	SITE CITY	
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	9.01
	CALCULATED LOT ACREAGE	0.0447				
11	APN	56-016-124	SITE ADDR	WAGNER ST 1.1	SITE CITY	
	SITE ZIP	17036	COUNTY	DAUPHIN	LOT ACREAGE	85.42
	CALCULATED LOT ACREAGE	82.5175				

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "***Amendment***") is made as of this 29th day of October, 2024, by and among **HCI DP Land Acquisition LLC**, a Delaware limited liability company ("***Buyer***") and (i) **G-A-T Distribution Corporation**, a Pennsylvania corporation ("***G-A-T***") and (ii) **Mumma Realty Associates**, a tenancy-in- common ("***Mumma***", together with G-A-T, the "***Seller***").

W I T N E S S E T H:

WHEREAS, Buyer and Seller have previously entered into that certain Purchase and Sale Agreement effective as of October 30, 2023 (the "***Agreement***"), whereby Seller agreed to sell, and Buyer agreed to purchase, certain property located in the Township of South Hanover, Dauphin County, Pennsylvania, consisting of (i) approximately 85.47 acres of land referred to in the Dauphin County, Pennsylvania (the "***County***") tax records as parcel number 56-016-124, (ii) approximately 86 acres of land referred to in the County tax records as parcel number 56-016-004, (iii) approximately 4.17 acres of land referred to in the County tax records as parcel number 56-011-063, (iv) approximately 60.2 acres of land referred to in the County tax records as parcel number 56-016-003, (v) approximately 3.00 acres of land referred to in the County tax records as parcel number 56-016-005, (vi) approximately 0.33 acres of land referred to in the County tax records as parcel number 56-016-008, (vii) approximately 4.30 acres of land referred to in the County tax records as parcel number 56-016-011, and (viii) approximately 3.12 acres of land referred to in the County tax records as parcel number 56-016-093, all as more particularly described in the Agreement;

AND WHEREAS, Buyer and Seller desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Capitalized Terms. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement.

2. Extension of Third Deposit Due Date. Section 3(b) of the Agreement is hereby amended and restated in its entirety as follows:



IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first-above written.

BUYER:

HCI DP LAND ACQUISITIONS LLC,
a Delaware limited liability company

By: David Hudson
Name: DAVID HUDSON
Title: President

[Signatures continue on next page.]

SELLER:

G-A-T DISTRIBUTION CORPORATION,
a Pennsylvania corporation

By: Lisa Morgan
Name: Lisa Morgan
Title: President

MUMMA REALTY ASSOCIATES,
a Tenancy-in-Common

By: Mumma Realty Associates, Inc.,
a Pennsylvania corporation,
its authorized agent

By: Lisa Morgan
Name: Lisa Morgan
Title: President

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “*Amendment*”) is made as of this 28th day of April, 2026, by and among **HCI DP Land Acquisition LLC**, a Delaware limited liability company (“*Buyer*”) and (i) **G-A-T Distribution Corporation**, a Pennsylvania corporation (“*G-A-T*”) and (ii) **Mumma Realty Associates**, a tenancy-in- common (“*Mumma*”, together with G-A-T, the “*Seller*”).

WITNESSETH:

WHEREAS, Buyer and Seller have previously entered into that certain Purchase and Sale Agreement effective as of October 30, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement dated October 29, 2024 (as amended, “*Agreement*”), whereby Seller agreed to sell, and Buyer agreed to purchase, certain property located in the Township of South Hanover, Dauphin County, Pennsylvania, consisting of (i) approximately 85.47 acres of land referred to in the Dauphin County, Pennsylvania (the “*County*”) tax records as parcel number 56-016-124, (ii) approximately 86 acres of land referred to in the County tax records as parcel number 56-016-004, (iii) approximately 4.17 acres of land referred to in the County tax records as parcel number 56-011-063, (iv) approximately 60.2 acres of land referred to in the County tax records as parcel number 56-016-003, (v) approximately 3.00 acres of land referred to in the County tax records as parcel number 56-016-005, (vi) approximately 0.33 acres of land referred to in the County tax records as parcel number 56-016-008, (vii) approximately 4.30 acres of land referred to in the County tax records as parcel number 56-016-011, and (viii) approximately 3.12 acres of land referred to in the County tax records as parcel number 56-016-093, all as more particularly described in the Agreement;

AND WHEREAS, Buyer and Seller desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Capitalized Terms. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement.

2. Closing Date Extension.

(a) Section 12(a)(i) of the Agreement, as amended, is hereby amended to replace the Outside Closing Date of “April 30, 2026” with “June 1, 2026”.

(b) Section 12(a)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:



IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first-above written.

BUYER:

HCI DP LAND ACQUISITIONS LLC,
a Delaware limited liability company

By: David Hudson
Name: David Hudson
Title: President

[Signatures continue on next page.]

SELLER:

G-A-T DISTRIBUTION CORPORATION,
a Pennsylvania corporation

By: Lisa Morgan
Name: Lisa Morgan
Title: President

MUMMA REALTY ASSOCIATES,
a Tenancy-in-Common

By: Mumma Realty Associates, Inc.,
a Pennsylvania corporation,
its authorized agent

By: Lisa Morgan
Name: Lisa Morgan
Title: President

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "***Amendment***") is made as of this 1st day of June, 2026, by and among **HCI DP Land Acquisition LLC**, a Delaware limited liability company ("***Buyer***") and (i) **G-A-T Distribution Corporation**, a Pennsylvania corporation ("***G-A-T***") and (ii) **Mumma Realty Associates**, a tenancy-in- common ("***Mumma***", together with G-A-T, the "***Seller***").

WITNESSETH:

WHEREAS, Buyer and Seller have previously entered into that certain Purchase and Sale Agreement effective as of October 30, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement dated October 29, 2024, and that certain Second Amendment to Purchase and Sale Agreement dated April 28, 2026 (as amended, "***Agreement***"), whereby Seller agreed to sell, and Buyer agreed to purchase, certain property located in the Township of South Hanover, Dauphin County, Pennsylvania, consisting of (i) approximately 85.47 acres of land referred to in the Dauphin County, Pennsylvania (the "***County***") tax records as parcel number 56-016-124, (ii) approximately 86 acres of land referred to in the County tax records as parcel number 56-016-004, (iii) approximately 4.17 acres of land referred to in the County tax records as parcel number 56-011-063, (iv) approximately 60.2 acres of land referred to in the County tax records as parcel number 56-016-003, (v) approximately 3.00 acres of land referred to in the County tax records as parcel number 56-016-005, (vi) approximately 0.33 acres of land referred to in the County tax records as parcel number 56-016-008, (vii) approximately 4.30 acres of land referred to in the County tax records as parcel number 56-016-011, and (viii) approximately 3.12 acres of land referred to in the County tax records as parcel number 56-016-093, all as more particularly described in the Agreement;

AND WHEREAS, Buyer and Seller desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Capitalized Terms. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement.

2. Closing Date Extension. Section 12(a)(i) of the Agreement, as amended, is hereby amended to replace the Outside Closing Date of "June 1, 2026" with "June 8, 2026".

3. Counterparts; Electronic Execution. This Amendment may be signed in counterparts and shall be fully enforceable when signed in such manner. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "PDF" format (including by means of DocuSign or similar software) shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. Buyer and Seller (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures,

and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

4. Full Force and Effect. Except as modified hereby, all other provisions of the Agreement shall remain in full force and effect, unmodified by this Amendment.

5. Entire Agreement. The Agreement, as modified by this Amendment, constitutes the entire understanding between Buyer and Seller, and said parties shall not be bound by any agreements, understandings or conditions respecting the subject matter hereof, whether oral or written, other than those expressly set forth and stipulated in the Agreement, as modified by this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first-above written.

BUYER:

HCI DP LAND ACQUISITIONS LLC,
a Delaware limited liability company

By: David Hudson
Name: David Hudson
Title: President

[Signatures continue on next page.]

SELLER:

G-A-T DISTRIBUTION CORPORATION,
a Pennsylvania corporation

By: Lisa Morgan
Name: Lisa Morgan
Title: President

MUMMA REALTY ASSOCIATES,
a Tenancy-in-Common

By: Mumma Realty Associates, Inc.,
a Pennsylvania corporation,
its authorized agent

By: Lisa Morgan
Name: Lisa Morgan
Title: President

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "***Amendment***") is made as of this 8th day of June, 2026, by and among **HCI DP Land Acquisition LLC**, a Delaware limited liability company ("***Buyer***") and (i) **G-A-T Distribution Corporation**, a Pennsylvania corporation ("***G-A-T***") and (ii) **Mumma Realty Associates**, a tenancy-in- common ("***Mumma***", together with G-A-T, the "***Seller***").

WITNESSETH:

WHEREAS, Buyer and Seller have previously entered into that certain Purchase and Sale Agreement effective as of October 30, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement dated October 29, 2024, that certain Second Amendment to Purchase and Sale Agreement dated April 28, 2026, and that certain Third Amendment to Purchase and Sale Agreement dated June 1, 2026 (as amended, the "***Agreement***"), whereby Seller agreed to sell, and Buyer agreed to purchase, certain property located in the Township of South Hanover Township (the "***Township***"), Dauphin County, Pennsylvania, consisting of (i) approximately 85.47 acres of land referred to in the Dauphin County, Pennsylvania (the "***County***") tax records as parcel number 56-016-124, (ii) approximately 86 acres of land referred to in the County tax records as parcel number 56-016-004, (iii) approximately 4.17 acres of land referred to in the County tax records as parcel number 56-011-063, (iv) approximately 60.2 acres of land referred to in the County tax records as parcel number 56-016-003, (v) approximately 3.00 acres of land referred to in the County tax records as parcel number 56-016-005, (vi) approximately 0.33 acres of land referred to in the County tax records as parcel number 56-016-008, (vii) approximately 4.30 acres of land referred to in the County tax records as parcel number 56-016-011, and (viii) approximately 3.12 acres of land referred to in the County tax records as parcel number 56-016-093, all as more particularly described in the Agreement;

AND WHEREAS, Buyer and Seller desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Capitalized Terms. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement.

3. Deposits. The Parties confirm that, as of the date of this Amendment, the Title Company holds [REDACTED] as the "Deposit," being the amount required to be deposited by Buyer under the Agreement as of such date and is non-refundable to Buyer except as otherwise provided in the Agreement.

4. Closing Date Extension.

(a) Section 12(a)(ii) of the Agreement, as amended, is hereby deleted in its entirety and replaced with the following:

"(ii) Notwithstanding the foregoing, Buyer shall have the option to extend the Closing Date (June 8, 2026) for up to four (4) additional periods. Upon exercise of each extension option, the Closing Date shall be extended to (i) October 30, 2026, (ii) April 30, 2027, (iii) October 30, 2027, and (iv) April 30, 2028, respectively. To the extent that the extended Closing Date will occur later than the Outside Closing Date, the Outside Closing Date will be extended to the same date. In order to exercise any such extension option, Buyer shall send notice thereof to Seller on or before the date which is five (5) calendar days prior to the then-scheduled Outside Closing Date and shall, within three (3) business days of such notice, deposit with Escrow Agent in cash or other immediately available funds: (w) with respect to the first extension to October 30, 2026, the sum of [REDACTED]; (x) with respect to the second extension to April 30, 2027, the sum of [REDACTED]; (y) with respect to the third extension to October 30, 2027, the sum of [REDACTED]; and (z) with respect to the fourth extension to April 30, 2028, the sum of [REDACTED] (each, an "**Extension Deposit**"). The Extension Deposit(s) made by Buyer hereunder (if any), together with the Deposit, shall be deemed to be non-refundable except in the event this Agreement is terminated pursuant to Section 14 (Condemnation) or Section 15(a) (on account of a default by Seller pursuant to this Agreement), and shall be credited against the Purchase Price at the time of Closing except as set forth below. Notwithstanding the foregoing, [REDACTED] of the third and fourth Extension Deposit(s) (each, a "**Released Extension Deposit**"), if and when made by Buyer, shall be released to Seller promptly upon Escrow Agent's receipt of the same and shall be deemed in addition to (and not credited against) the Purchase Price; provided, however, and for the avoidance of doubt, the Released Extension Deposit(s) shall be non-refundable to Buyer except in the event this Agreement is terminated pursuant to Section 14 (Condemnation) or Section 15(a) (on account of a default by Seller pursuant to this Agreement)."

(b) Notwithstanding anything to the contrary contained in the Agreement, Seller and Buyer acknowledge that Buyer has exercised its right pursuant to Section 12(a)(ii) to extend the Closing Date to October 30, 2026 as of the date of this Amendment, and Seller hereby waives notice pursuant to Section 12(a)(ii). Accordingly, Buyer shall deposit the applicable

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first-above written.

BUYER:

HCI DP LAND ACQUISITIONS LLC,
a Delaware limited liability company

By: David Hudson
Name: David Hudson
Title: President

[Signatures continue on next page.]

SELLER:

G-A-T DISTRIBUTION CORPORATION,
a Pennsylvania corporation

By: *Lisa Morgan*
Name: Lisa Morgan
Title: President

MUMMA REALTY ASSOCIATES,
a Tenancy-in-Common

By: Mumma Realty Associates, Inc.,
a Pennsylvania corporation,
its authorized agent

By: *Lisa Morgan*
Name: Lisa Morgan
Title: President