

## INSTALLMENT AGREEMENT

**THIS INSTALLMENT AGREEMENT** (this "Agreement") made this <sup>27<sup>th</sup></sup> day of December, 2023 (the "Effective Date") by and between the **TOWNSHIP OF NEW HANOVER**, a Pennsylvania township of the Second Class, having an address of 2943 North Charlotte Street, Gilbertsville, PA 19525-9718 (the "Township") and **GIRL SCOUTS OF EASTERN PENNSYLVANIA, INC.**, a Pennsylvania not-for-profit corporation, having an address of 330 Manor Road, Miquon, Pennsylvania 19444 ("GSEP").

### BACKGROUND

A. GSEP has entered into an Agreement of Sale of Grant of Conservation Easement and Declaration of Restrictive Covenants dated September 20, 2021, as amended (collectively, the "AOS") with the Natural Lands Trust, Inc. ("Natural"), wherein GSEP, *inter alia*, agreed to sell Natural a conservation easement and permit restrictive covenants (collectively, the "Easement") to be placed on GSEP's 457.974 acres of land, which is located on eight (8) parcels of land located along New Hanover Square Road in New Hanover Township and Upper Frederick Township, Montgomery County, Pennsylvania, consisting of an aggregate of approximately 455 acres and identified as Tax Parcel Nos. 47-00-02056-00-3, 47-00-05312-00-5, 47-00-05316-00-1, 47-00-07712-00-8, 47-00-07736-00-2, 55-00-00367-00-1, 55-00-00397-00-7, and 55-00-00367-02-8 (collectively, the "Property").

B. The Township joined the AOS with regard to certain sections thereof.

C. The total acreage of the Easement is 457.974 acres.

D. Recognizing the public importance of preserving natural resources on the Property, the Township Board of Supervisors (the "Board") has agreed to contribute the total amount of Four Hundred Eighty Thousand Seven Hundred Thirty-Three Dollars (\$480,733) towards the acquisition of the Easement, which shall be paid as set forth in this Agreement.

E. The Township and the Board have determined that it is in the best interest of the Board to contribute toward the acquisition of the Easement, and that there is nothing in the Pennsylvania Second Class Township Code, 53 P.S. §§ 65101 et seq., applicable to this matter.

**NOW, THEREFORE**, intending to be legally bound hereby, and in consideration of the mutual promises set forth herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Background. The Background of this Agreement is incorporated into the body hereof as if set forth at length herein.

2. Payment Terms.

A. The Township agrees to pay to GSEP the total amount of Four Hundred Eighty Thousand Seven Hundred Thirty-Three Dollars (\$480,733) (the "Township Payment").

B. The Township Payment shall be made in ten (10) equal installments. The Township shall pay the first installment to GSEP, equal to ten percent (10%) of the total Township Payment (\$48,073.30), on the date of the Closing under the AOS (the “Closing Date”). The Township shall pay the subsequent nine (9) installments to GSEP, equal to ten percent (10%) of the total Township Payment (\$48,073.30), on each anniversary of the Closing Date for the following nine (9) successive years.

C. The Township may prepay, at any time, all or any portion of the unpaid balance of the Township Payment, without penalty.

3. Late Charge. A late charge of five percent (5%) of each applicable annual payment of principal shall be due and payable on any annual payment not received by GSEP within thirty (30) days of its due date.

4. Default and Remedies.

A. An “Event of Default” under this Agreement shall be deemed to have occurred if any of the following occur:

(1) The Township fails to pay any amount required hereunder within thirty (30) days of the date due;

(2) The Township shall become insolvent or unable to pay its debts as they mature; or admit in writing its inability to pay its debts generally as they become due; or shall file a voluntary petition in bankruptcy or to seek reorganization or to effect a plan or other arrangement with creditors, or shall file an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition, pursuant to any act of Congress relating to bankruptcy or any act purporting to be amendatory thereof; or shall make an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or shall apply for or consent to or suffer the appointment of any receiver or trustee for its or any of its property; or an order shall be entered pursuant to any act of Congress relating to bankruptcy or to any act purporting to be amendatory thereof approving an involuntary petition seeking reorganization of the Township or an order under any such act shall be entered appointing any receiver or trustee for the Township or for any property of the Township and the same shall not be stayed or vacated within thirty (30) days.

B Upon the occurrence of an Event of Default, GSEP shall provide the Township with thirty (30) days written notice of the nature of the default and an opportunity to cure. If the Township fails to cure the default within thirty (30) days from the date of written notice thereof, then the entire outstanding balance of the Township Payment, shall, at the option of GSEP, become due and payable immediately without presentment, demand, notice of nonpayment, protest, notice of protest or other notice of any kind, all of which are hereby expressly waived by the Township.

C. Upon the occurrence of an Event of Default, the entire outstanding balance

of the Township Payment shall bear interest at the rate of two percent (2%) per annum until paid.

D. Upon the occurrence of an Event of Default, GSEP may exercise singly, concurrently, successively or otherwise any and all rights and remedies available to GSEP under this Agreement, or otherwise available to GSEP at law or by equity, statute or otherwise. No failure of the GSEP to exercise any rights hereunder shall be a waiver of the right to exercise that or any other right at any other time and from time to time thereafter. Following the occurrence of any Event of Default, the Township shall pay upon demand all costs and expenses, including reasonable attorneys' fees, actually incurred by GSEP in the exercise of its rights and remedies hereunder.

5. Term.

A. This Agreement shall be effective as of the Effective Date, which shall be the date on which the last party signs this Agreement.

B. This Agreement shall terminate after the Township has paid the Township Payment in whole and any and all other amounts, if any, due and owing to GSEP hereunder are paid in full.

C. If the Closing under the AOS does not occur for any reason, other than a breach by the Township of this Agreement, or the AOS is terminated, then this Agreement shall terminate upon written notice thereof from GSEP to the Township.

6. Notices. All notices desired to be made relative to this Agreement shall be made in writing and shall be given via hand delivery or a nationally recognized overnight delivery service (i.e., FedEx, UPS) to the addresses set forth in the opening paragraph of this Agreement. Notices by the parties may be given on their behalf by their respective attorneys.

7. Dates. If any date on which a payment is scheduled to be made is a Saturday, Sunday or federal holiday, the subject due date shall be extended through the close of business on the next business day.

8. Captions. The captions or headings of the paragraphs in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of Pennsylvania, without regard to the conflicts of laws doctrine of such state. The parties hereby consent to the jurisdiction of the Court of Common Pleas of Montgomery County.

10. Successors and Assigns. The Township may not assign its obligations under this Agreement without the prior consent of GSEP. This Agreement shall be binding upon the Township and its permitted successors and assigns and shall inure to the benefit of GSEP and GSEP's successors and assigns.

11. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions, which other provisions shall remain in full force and effect.

12. Invalidity. If any provision of this Agreement, or the application thereof to any particular circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to any other particular party or circumstance shall not be affected thereby, and each remaining provision of this Agreement, or the application of such provision to any other particular party or circumstance shall be valid and enforceable.


13. Entire Agreement. This Agreement, and the agreements referenced herein, constitute the entire agreement among the parties hereto. No amendment, waiver, or discharge of any provisions of this Agreement shall be effective against either party unless that party shall have consented thereto in writing.

14. Authority. The execution of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized by all necessary action, has been properly executed by all required individuals, and this Agreement is a legally binding obligation of the parties hereto.

[REMAINING PORTION OF THIS PAGE IS BLANK]

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.

**TOWNSHIP OF NEW HANOVER  
BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Name: *James E. Gwynn*  
Title: *Township Manager*  
Date: *December 27, 2023*

**ATTEST:**

*Sharon DelPorte*  
*Sharon DelPorte*, Secretary  
*December 27, 2023*

**GIRL SCOUTS OF EASTERN  
PENNSYLVANIA, INC.**

\_\_\_\_\_  
Name:  
Title:  
Date:

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.


**TOWNSHIP OF NEW HANOVER  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Name:  
Title:  
Date:

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**GIRL SCOUTS OF EASTERN  
PENNSYLVANIA, INC.**

  
\_\_\_\_\_  
Name: Kim E. Franks-Daw  
Title: CEO  
Date: 12.19.23