

## SECOND AMENDMENT TO SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of September, 2011 by and between:

SHAWNEE DEVELOPMENT, INC., a subsidiary of Wyndham Worldwide (“Wyndham”) with an address of 8427 South Park Circle, Orlando, Florida (“SDI”),

AND

SHAWNEE PRESERVATION SOCIETY, a nonprofit organization duly organized and existing under the laws of the Commonwealth of Pennsylvania, with a registered address of P.O. Box 517, Shawnee-on-Delaware, Pennsylvania, 18356 (“SPS”),

HOLLY CADWALLADER, an adult individual residing at P.O. Box 430 Shawnee-on-Delaware, Pennsylvania, 18356 (“Cadwallader”),

MARTH CARBONE and TIM CARBONE, husband and wife, adult individuals residing at P.O. Box 158, Shawnee-on-Delaware, Pennsylvania, 18356 (“Carbones”),

ROBERT L. BOWER, an adult individual residing at RR 21, Number 6167, East Stroudsburg, Pennsylvania, 18301-9224 (“Bower”).<sup>1</sup>

WHEREAS, SDI and the Appellants reached a Settlement Agreement dated December 2009 (approved pursuant to a Joint Motion to Approve Settlement Agreement dated December 30, 2009), in the matter of *Shawnee Preservation Society et al. v. Smithfield Township Board*

---

<sup>1</sup> Where appropriate in this Amendment, the Shawnee Preservation Society, Cadwallader, Carbones and Bower are collectively referred to as “Appellants.”

WHEREAS, the parties hereto desire to set forth the amended terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the promises, terms and conditions of this Agreement as set forth herein and intending to be legally bound hereby, the parties mutually agree as follows:

## II. TERMS OF AMENDMENT

A. Acceptance of Agreement. The material terms of the transaction as contemplated in the TPL Agreement are acceptable to Appellants and do not violate any terms of the Agreement.

B. Terms Applicable to Property. The provisions of the First Amendment are incorporated herein as if fully set forth, with the following amendment:

1. Section II.B.2. of the First Amendment shall be amended to read as follows:

“Paragraph II.A.2.b.iii(b). The deed restriction requirement of Paragraph II.A.2.b.iii(b) shall not apply to the TPL Option Property.”

2. The provision of Section II.B.2 of the First Amendment that “the parties agree that the TPL Option Property shall be used for conservation purposes only” is deleted in its entirety.

C. Terms Applicable to Remainder of Option Land. This Amendment shall not affect any of the Option Land that is not included within the TPL Option Property. Rather, the terms of the Agreement, unamended, shall remain in full force and effect for all Option Land that is not included within the TPL Option Property.

D. **Approval.** The parties agree to present this Amendment to the Court of Common Pleas of Monroe County and Smithfield Township for approval according Paragraph III.G.3 of the Agreement.

III. MISCELLANEOUS

A. **Execution of Agreement.** This Agreement may be executed in counterparts.

B. **Effective Date.** This Agreement shall be effective upon execution.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written by their duly authorized officials and officers.

ATTEST:

SDI



By:  (SEAL)

ATTEST:

SHAWNEE PRESERVATION SOCIETY

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

President

ATTEST:

HOLLY CADWALLADER

9/9/11

Holly Cadwallader (SEAL)

ATTEST:

MARTHA CARBONE

9/7/11

Martha Carbone (SEAL)

ATTEST:

TIM CARBONE

9/7/11

Tim Carbone (SEAL)

ATTEST:

ROBERT L. BOWER

9-7-11

Robert L. Bower (SEAL)