Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme: BBX Minerals Limited

ACN/ARSN: 089 221 634

1. Details of substantial holder (1)

Name: National Philanthropic Trust

ACN/ARSN (if applicable): N/A

There was a change in the interests of the substantial holder on: 17/11/2023

The previous notice was given to the company on: 12/12/2018

The previous notice was dated: 12/12/2018

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	196,250,000	49.34%	95,748,273	15.19%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
17/11/2023	National Philanthropic Trust	Sale of ordinary shares under the stock purchase agreement dated 17 November 2023 (**Stock Purchase Agreement**), a copy of which is annexed as **Annexure A**.	$0.027 per ordinary share (subject to adjustment under the Stock Purchase Agreement)	100,501,727 ordinary shares	100,501,727

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
National Philanthropic Trust	JP Morgan Nominees Australia Pty Ltd	JP Morgan Nominees Australia Pty Ltd	Beneficial owner. Relevant interest under sections 608(1)(b) and (c) of the Corporations Act	95,748,273 ordinary shares	95,748,273

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5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
National Philanthropic Trust	165 Township Line Road, Suite 1200, Jenkintown PA 19046

Signature

print name Gil Nusbaum

sign here Gil Nusbaum date 17-11-2023

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(6) Include details of:

(a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".

(9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

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Annexure A

This is Annexure A of 20 pages (including this page) referred to in the accompanying Form 604.

print name Gil Nusbaum capacity General Counsel

sign here [signature] date 17-11-2023

The copy attached to this Annexure A is a true copy of the original.

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AMENDED AND RESTATED STOCK PURCHASE AGREEMENT

THIS AMENDED AND RESTATED STOCK PURCHASE AGREEMENT (this "**Agreement**"), dated as of November 17, 2023, is entered into between National Philanthropic Trust, a Pennsylvania nonprofit corporation located at 165 Township Line Road, Suite 1200, Jenkintown, PA 19046, Attention: Gil Nusbaum, Email: gnusbaum@nptrust.org ("**Seller**"), and Anthony L. Faillace, an individual residing at 3443 Inwood Drive, Houston, TX 77019, Email: faillace@drakemanagement.com ("**Buyer**").

WHEREAS, Seller and Buyer entered into that certain Stock Purchase Agreement, dated as of November 10, 2023 (the "**Original SPA**"), in connection with the sale by Seller to Buyer of certain ordinary shares, without par value ("**Ordinary Shares**"), of BBX Minerals Limited, a company limited by shares incorporated in the Commonwealth of Australia (the "**Company**");

WHEREAS, Seller currently owns 196,250,000 Ordinary Shares

WHEREAS, Buyer currently owns 25,485,616 Ordinary Shares;

WHEREAS, there is a total of 630,251,844 Ordinary Shares currently issued and outstanding;

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, 100,501,727 Ordinary Shares (the "**Shares**"), subject to the terms and conditions set forth herein;

WHEREAS, pursuant to Section 18 of the Original SPA, the Original SPA may only be amended, modified or supplemented by an agreement in writing signed by each of Buyer and Seller; and

WHEREAS, Buyer and Seller wish to amend and restate the Original SPA in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined below), Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the Shares. The aggregate purchase price for the Shares shall be the fair market value of the Shares, as of the Closing Date (as defined below), as set forth in the Valuation Report (as defined below) (the "**Purchase Price**"). The Estimated Purchase Price (as defined below) and any payment pursuant to Section 4 shall be paid without any deduction or withholding. It is the mutual intent of both parties hereto that the purchase and sale of Shares contemplated by this Agreement will not, in any event, result in Buyer having a relevant interest (as defined in the *Corporations Act 2001* (Cth)) (a "**Relevant Interest**") in, immediately after the Closing, more than 19.99% of the total Ordinary Shares then issued and outstanding. Buyer acknowledges and understands that, for purposes of compliance

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with ownership limitations imposed by applicable law, Seller is relying entirely upon the information provided by Buyer to Seller regarding the number of Ordinary Shares that Buyer currently has a Relevant Interest in and the total number of Ordinary Shares currently issued and outstanding. To the extent that the purchase and sale of Shares contemplated by this Agreement would result in Buyer having a Relevant Interest in, immediately after the Closing, more than 19.99% of the total Ordinary Shares then issued and outstanding, then the number of Shares to be purchased and sold hereunder shall automatically be reduced, without the necessity of action by either party, to the maximum number of Ordinary Shares that would result in Buyer having a Relevant Interest in, immediately after the Closing, 19.99% of the total Ordinary Shares then issued and outstanding (and the consideration therefor shall be proportionately reduced, in accordance with the valuation principles set forth in this Agreement) (the "**Automatic Cutback**" and such Shares that automatically revert to Seller pursuant to the Automatic Cutback and are never sold or transferred, the "**Automatic Cutback Shares**"); provided, however, that, the number of Automatic Cutback Shares subject to the Automatic Cutback shall, in no event, exceed 2% of the total then-issued and outstanding Ordinary Shares.

2. Closing. Subject to the terms and conditions contained in this Agreement, the purchase and sale of the Shares contemplated hereby shall take place at a closing (the "**Closing**") to be held on November 17, 2023 remotely by exchange of documents and signatures (or their electronic counterparts), or at such other place or on such other date as Buyer and Seller may mutually agree upon in writing (such date the Closing is held, the "**Closing Date**"). At the Closing, Seller shall deliver to Buyer, free and clear of all Encumbrances (as defined below), the Shares, by instructing its broker to deliver the Shares to the brokerage account specified in Exhibit A, and Buyer shall deliver to Seller the Estimated Purchase Price (as defined below), in United States dollars, by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer on or before the Closing Date. "**Estimated Purchase Price**" shall mean the number of Shares multiplied by the closing price of the Company's ordinary shares on the Australian Securities Exchange on November 17, 2023 (Sydney time), as published by the Australian Securities Exchange on its website (www.asx.com.au/markets/company/bbx), converted to United States dollars at the rate for conversion of Australian dollars to United States dollars, as published by Bloomberg LP on it's website (https://www.bloomberg.com/quote/AUDUSD:CUR) as of 12:54 PM EST on November 17, 2023.

3. Closing Conditions.

(a) The obligation of Seller to sell, transfer and assign the Shares to Buyer hereunder is subject to the satisfaction or waiver by Seller of the following conditions as of the Closing:

(i) the representations and warranties of Buyer in Section 6 shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made at and as of such date (provided that the representations and warranties of Buyer set forth in Section 6(i) shall be true and correct in all respects on and as of the Closing Date);

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(ii) Buyer shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by him prior to or on the Closing Date; and

(iii) Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, certifying that each of the conditions set forth in this Section 3(a) have been satisfied, in the form attached hereto as Exhibit B-1.

(b) The obligation of Buyer to purchase the Shares from Seller is subject to the satisfaction or waiver by Buyer of the following conditions as of the Closing:

(i) the representations and warranties of Seller in Section 5 shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made at and as of such date;

(ii) Seller shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date; and

(iii) Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, certifying that each of the conditions set forth in this Section 3(b) have been satisfied, in the form attached hereto as Exhibit B-2.

(c) The obligations of each of Buyer and Seller to consummate the purchase and sale of the Shares as contemplated herein is subject to the satisfaction of the following conditions as of the Closing:

(i) the Valuation Firm shall have delivered the Valuation Report to Seller and Buyer; and

(ii) there shall not be in effect any law or judgment that would prohibit or make illegal the consummation of the transactions contemplated herein at the Closing; provided, that the obligations of a party hereto shall not be subject to the satisfaction of such condition if such party or its or his affiliates brought the proceeding that resulted in such judgment.

4. Valuation and Post-Closing Adjustment. Promptly following the execution of this Agreement, Seller shall engage Armanino LLP and/or its affiliate (the "**Valuation Firm**") consistent with the valuation methodology laid out in its proposed Engagement Letter, dated as of November 10, 2023, a copy of which is attached hereto as Exhibit C, to determine the fair market value of the Shares as of the Closing Date, and shall direct the Valuation Firm to (a) issue its determination of such fair market value, denominated in United States dollars, in a written report (the "**Valuation Report**") delivered in accordance with such proposed Engagement Letter and (b) make such determination by taking into account all relevant facts and circumstances, as provided in such proposed Engagement Letter. The Valuation Report shall be conclusive and

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binding on the parties hereto for purposes of determining the Purchase Price. Within five (5) business days after the delivery of the Valuation Report to Seller and Buyer, (a) Seller shall pay to Buyer the excess, if any, of the Estimated Purchase Price over the Purchase Price and (b) Buyer shall pay to Seller the excess, if any, of the Purchase Price over the Estimated Purchase Price, in each case, in United States dollars, by wire transfer of immediately available funds to an account designated in writing by the applicable recipient to the applicable payor on or before the date of such payment.

5. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Seller is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania.

(b) Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Seller has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer, and Buyer's legal capacity) constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) The Shares are owned of record in the name of Seller's broker (or its nominee), and beneficially by Seller, free and clear of all liens, pledges, security interests, charges or other similar encumbrances, other than restrictions arising under applicable securities laws ("**Encumbrances**"). Upon consummation of the transactions contemplated by this Agreement, Buyer shall own the Shares, free and clear of all Encumbrances (other than Encumbrances imposed as a result of arrangements or transactions entered into by Buyer).

(d) The execution, delivery and performance by Seller of this Agreement do not conflict with, violate or result in the breach of, or create any Encumbrance on the Shares pursuant to, any agreement, instrument, order or judgment, or any decree, law or governmental regulation of the United States or any state therein, in each case, to which Seller is a party or is subject or by which the Shares are bound.

(e) No United States governmental, administrative or other third-party consents, filing or approvals are required to be made or obtained by Seller in connection with Seller's execution and delivery of this Agreement and consummation of the transactions contemplated hereby, other than any information required under section 671B of the *Corporations Act 2001* (Cth).

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(f) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Seller, threatened against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(g) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

6. Representation and Warranties of Buyer.

(a) Buyer is an individual residing in the State of Texas.

(b) Buyer has the legal capacity to enter into this Agreement, to carry out his obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Buyer holds sufficient unrestricted cash on the date hereof to pay the Purchase Price, assuming for purposes of this sentence that the Closing were to take place on the date hereof, and that the Purchase Price per-Share were equal the last closing price of the Company's ordinary shares on the Australian Securities Exchange.

(c) The execution, delivery and performance by Buyer of this Agreement do not conflict with, violate or result in the breach of, or create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Buyer is a party or is subject or by which the Shares are bound, including, without limitation, section 606 of the *Corporations Act 2001* (Cth) and the requirements of the Australian *Foreign Acquisitions and Takeovers Act 1975* (Cth).

(d) Buyer is acquiring the Shares solely for his own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Shares are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended, or pursuant to an applicable exemption therefrom, and subject to state securities laws and regulations, as applicable. Buyer is able to bear the economic risk of holding the Shares for an indefinite period (including total loss of his investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of his investment. Buyer had a pre-existing relationship with Seller pre-dating any offer or sale of the Shares by or on behalf of Seller and the Shares were not offered or sold to Buyer by means of any general solicitation or general advertising.

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(e) No governmental, administrative or other third party consents, filings or approvals are required to be made or obtained by Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, other than any information required under section 671B of the *Corporations Act 2001* (Cth).

(f) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Buyer, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(g) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

(h) Buyer has conducted his own independent investigation, review and analysis of the Company, and acknowledges that he has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Seller and the Company for such purpose. Buyer acknowledges and agrees that: (a) in making his decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon his own investigation and the express representations and warranties of Seller set forth in Section 5; and (b) none of Seller, the Company or any other person has made any representation or warranty as to Seller, the Company, the Shares or this Agreement, except as expressly set forth in Section 5 of this Agreement.

(i) As of the date hereof and as of the Closing Date (but prior to giving effect to the transactions contemplated hereby), Buyer has a Relevant Interest in 25,485,616 Ordinary Shares. As of the date hereof and as of the Closing Date, there is a total of 630,251,844 Ordinary Shares issued and outstanding. After giving effect to the transactions contemplated hereby and immediately on execution of this Agreement up until immediately after the Closing, Buyer will have a Relevant Interest in 19.99% of the total issued and outstanding Ordinary Shares of the Company.

7. Survival. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Closing hereunder.

8. Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, instructions, conveyances and assurances, and take such further actions, as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

9. Termination. This Agreement may be terminated at any time prior to the Closing (a) by the mutual written consent of Buyer and Seller or (b) by either Buyer or Seller if (i) the other party has materially breached any provision of this Agreement and, if such breach is curable, such breach has not been cured within 7 days following receipt by the breaching party of written notice of such breach, or (ii) the Closing does not occur by November 30, 2023 (the

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"**Termination Date**"); provided, in the case of this clause (b), that the party seeking to terminate this Agreement is ready, willing and able to consummate the transactions contemplated hereby to be effected at the Closing, and has not breached this Agreement in any manner that causes a failure to satisfy the conditions to the other party's obligations hereunder. Upon termination, all further obligations of the parties under this Agreement shall terminate without liability of any party hereto to the other party hereto, except that no such termination shall relieve any party from liability for any fraud or willful breach of this Agreement. The termination rights set forth in this Section 9 above are nonexclusive remedies and, absent a termination of this Agreement, the nonbreaching party may seek all other remedies, including specific performance to cause the Closing to occur. Additionally, and without limitation, Seller may dispose of the Shares in any manner, including by donation, if the Closing does not occur by the Termination Date, in which event it shall have no further obligation or liability under this Agreement.

10. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

11. Time of the Essence; Specific Performance. The parties hereto acknowledge and agree that time is of the essence in consummating the transactions contemplated hereby, Seller would suffer substantial damages in the event Buyer's breach of this Agreement results in a failure to sell the Shares by November 22, 2023, which damages are difficult to predict and measure, and that, in the event of either party's actual or threatened breach or failure to perform any obligation under this Agreement, the other party shall be entitled to specific performance of the provisions hereof, or other equitable remedies, without the need to prove actual damages or the insufficiency of legal damages, and without the need to post any bond or other security.

12. Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value-added, transaction and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be borne and paid by Buyer when due. Buyer shall, at his own expense, timely file any tax return or other document with respect to such taxes or fees (and Seller shall cooperate with respect thereto as reasonably requested by Buyer).

13. Notices. Any notice, request, consent, claim, demand, waiver or other communication hereunder (each, a "**Notice**") shall be effective only if it is (a) in writing, (b) addressed to the applicable party at the party's address or email address set forth on the first page of this Agreement (or to such other address or email address that may be designated by the receiving party from time to time in accordance with this section) and (c) delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail of a PDF document or certified or registered mail (in each case, return receipt requested, postage prepaid).

14. Entire Agreement. This Agreement, together with any side letters entered into in connection herewith, constitutes the sole and entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

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15. Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. No party may assign any of its or his rights or obligations hereunder without the prior written consent of the other party hereto.

16. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

17. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause this Agreement to be governed by or construed in accordance with any other laws. Any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of New York, in each case located in the city of New York and County of New York, and each party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any such suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in any such court, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO

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INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT OR HE MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT: (I) NEITHER THE OTHER PARTY NOR ANY REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A SUIT, ACTION OR PROCEEDING; (II) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) SUCH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) THE OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement on the date first written above.

DocuSigned by:
Anthony Faillace
ED212F52F8A246B...

Anthony L. Faillace

NATIONAL PHILANTHROPIC TRUST

DocuSigned by:
By: Gil Nusbaum
52E8E80584B04A4...

Name: Gil A. Nusbaum
Title: General Counsel

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EXHIBIT A

Buyer Brokerage Account Delivery Instructions

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EXHIBIT B-1

Closing Certificate (Buyer)

Reference is made to the Amended and Restated Stock Purchase Agreement (the "**Agreement**"), dated as of November 17, 2023, by and between National Philanthropic Trust, a Pennsylvania nonprofit corporation, and Anthony L. Faillace, an individual residing in Texas.

Pursuant to Section 3(a)(iii) of the Agreement, the undersigned hereby certifies that each of the conditions set forth in Section 3(a) of the Agreement have been satisfied as of November 17, 2023.

_____
Anthony L. Faillace

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EXHIBIT B-2

Closing Certificate (Seller)

Reference is made to the Amended and Restated Stock Purchase Agreement (the "**Agreement**"), dated as of November 17, 2023, by and between National Philanthropic Trust, a Pennsylvania nonprofit corporation ("**Seller**"), and Anthony L. Faillace, an individual residing in Texas.

Pursuant to Section 3(b)(iii) of the Agreement, the undersigned hereby certifies, on behalf of Seller and not in his or her individual capacity, that each of the conditions set forth in Section 3(b) of the Agreement have been satisfied as of November 17, 2023.

NATIONAL PHILANTHROPIC TRUST

By:_____
Name:
Title:

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EXHIBIT C

Proposed Armanino LLP Engagement Letter

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