### UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re: ADAMSVILLE PROPERTIES, LLC, Debtor.	: BANKRUPTCY NO. 16-10923 TPA :
ADAMSVILLE PROPERTIES, LLC ,	: THE HONORABLE THOMAS P. AGRESTI : : CHAPTER 11
Movant,	: DATE AND TIME OF HEARING:
V.	: April 17, 2017 @ 11:30 a.m. :
CRAWFORD COUNTY TAX CLAIM BUREAU; and WEST FALLOWFIELD TOWNSHIP,	: RESPONSE DEADLINE: : April 3, 2017 :
Respondents.	:

## DEBTOR'S MOTION TO SELL REAL PROPERTY AND IMPROVEMENTS FREE AND DIVESTED OF LIENS

AND NOW, this 16<sup>th</sup> day of March, 2017, comes the Debtor, Adamsville

Properties, LLC, Movant (hereinafter referred to as "Debtor" or "Movant"), by and

through its counsel, the Quinn Law Firm, with this Motion to Sell Real Property and

Improvements Free and Divested of Liens (the "Motion" or "Motion for Sale") as follows:

## **Background**

1. The Motion is filed pursuant to pursuant to Section 363 of the Bankruptcy Code for the sale of the Debtor's real property, which is the sole asset owned by the Debtor and which is the subject of the within Motion for Sale.

The Bankruptcy Court has jurisdiction over the Motion and under
 U.S.C. §1334, 28 U.S.C. §157(a) and the Order of Reference to the United States
 Bankruptcy Court in the Western District of Pennsylvania. This is a core proceeding

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under 28 U.S.C. §157(b)(2). Venue of the Debtor's case and this motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This Motion is filed pursuant to 11 U.S.C. §363(f)(3), Federal Bankruptcy Rules 2002, 6004, 9013, and 9014, and Local Bankruptcy Rules 6004-1 and 9013-3.

3. The Debtor is represented by Michael P. Kruszewski, Esquire, the Quinn Law Firm, 2222 West Grandview Blvd., Erie, PA 16506.

4. On September 22, 2016 (the "Petition" date), the Debtor filed a Petition for Relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of Pennsylvania at Erie (the "Bankruptcy Case").

5. The Debtor continues in the management of its business and properties as a debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. No creditors' committee, trustee or examiner has been appointed in this case.

6. Respondent Crawford County, Pennsylvania Tax Claim Bureau ("Crawford"), with a place of business at 903 Diamond Park, Meadville, PA 16335, is represented by its solicitor Keith Button, Esq., the Shafer Law Firm, 890 Market Street, Meadville, PA 16335.

7. Respondent West Fallowfield Township ("Fallowfield"), with a place of business at 6817 Main Street, Hartstown, PA 16131, is represented by Alan R. Shaddinger, Esq., 21 Forest Avenue, Meadville, PA 16335.

### Summary of Marketing Efforts and Terms of Proposed Sale

8. The Debtor owns commercial real estate and improvements located at 3982 Main Street, Adamsville, PA 16110, bearing Crawford County Tax Identification

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No. 2605-043-44-52-1, and more fully described at Record Book 1109, Page 978 (the "Property").

9. This is a Single Asset Real Estate Bankruptcy Case. The Bankruptcy Case was filed to allow the Debtor more time to market and sell its sole asset, the Property, as a going concern to the bidder making the highest and best offer.

10. On December 29, 2016, the Court entered an Order authorizing the employment of Andy Bacallao and RE/MAX Hometown Realty ("RE/MAX") as realtor for the Debtor [Doc. No. 34]. RE/MAX was retained to, inter alia, promote the sale or disposition of the Debtor's Property.

11. Commencing in on or about December 29, 2016, RE/MAX listed the Property for sale and engaged in a targeted campaign to market the Property to potentially interested and qualified buyers. RE/MAX contacted and solicited expressions of interest from approximately five (5) potential buyers.

12. Subject to Bankruptcy Court approval, the Debtor has entered into an Agreement for the Sale of Commercial Real Estate ("Agreement") to sell the Property to NH Medicinals (Minnesota) Inc. ("Buyer"). A copy of the Agreement, subject to Bankruptcy Court approval, between the Debtor and the Buyer is attached hereto and incorporated herein by reference as Exhibit "A".

13. The Property to be sold to the Buyer includes/excludes the fixtures and personal property described in Paragraph 5 of the Agreement, which incorporates the sale of a non-debtor asset with consent from the non-debtor affiliated entity.

14. Paragraph 7 of the Agreement provides for no financing contingency.However, Paragraph 30(B) provides that the purchase is contingent upon Buyer

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successfully procuring a Pennsylvania business license, which is anticipated to occur in May or June of 2017.

15. The consideration to be paid by the Buyer at the time of closing for the Property to be sold in accordance with the Agreement is Three Hundred Thirty-Nine Thousand Dollars (\$339,000.00)<sup>1</sup>, subject to higher offers at the time of the Bankruptcy Court sale confirmation hearing.

16. The Property had been listed by RE/MAX for \$339,000.00. No other viable offers were received.

17. The sale is conditioned upon (a) the conveyance of the Property to the Buyer free and clear of liens, claims, encumbrances and other interest; (b) Bankruptcy Court approval of the sale; and (c) a licensing contingency that must be satisfied. The licensing contingency must be satisfied before the time of the sale closing.

18. Respondents have claims and liens against the Property to be sold, summarized as follows in order of priority:

- a. Crawford holds pre-Petition delinquent real estate tax liens against the Property in the amount of \$113,495.49, and current post-Petition tax claims in the amount of approximately \$7,300.00, for a total in the amount of approximately \$120,795.49.
- Fallowfield holds a second municipal sewer lien against the Property in the amount of \$3,972.54.

19. Upon information and belief, after the payment of all closing costs, including realtor's commission, legal fees, and additional charges, which are currently

<sup>&</sup>lt;sup>1</sup> \$314,000 is allocated to the Debtor's Property; \$25,000 is allocated to non-debtor personal property.

estimated to total in excess of \$37,000.00, there will be sale proceeds available to pay creditors in full.

### Relief Requested

20. Debtor requests that the proposed sale of the Property be ordered to take place free and clear of all liens, claims, encumbrances and other interests as more fully described hereinabove; and, that the liens, claims, encumbrances and other interests be divested from the Property and then transferred to the proceeds of sale.

21. Debtor requests that the costs of sale be paid in full from the proceeds of sale before any distribution to creditors. The costs of sale will include a six (6%) percent realtor's commission ( $339,000.00 \times 6\% = 220,340.00$ ); approximately 15,000.00 in estimated legal fees; sewer, water, and advertising costs totaling approximately 5,000.00; and, current real estate taxes in the estimated amount of 7,300.00 to be paid at the time of closing. Therefore, the total amount to be paid at or about the time of closing based upon a 339,000.00 sale price, in advance of any distribution to unsecured creditors, is approximately 156,940.03.

22. The best interests of creditors and the estate will be served if the Debtor is authorized to sell the Property in the form and manner contemplated by the Agreement, subject to higher and better offers at the time of the Bankruptcy Court's sale confirmation hearing.

23. The Buyer understands that the Debtor is obligated to present this Motion for Bankruptcy Court approval and that other parties will be given an opportunity to bid more for the Property. Any higher bid, however, must be submitted in accordance with a court-ordered or court-authorized bidding procedure. If a substantially higher bid is

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received in accordance with a court-ordered or court-authorized bidding procedure, the proposed private sale to Buyer will be denied and a public auction will be held in the Bankruptcy Court at the time of the sale hearing.

24. The Buyer also understands that all of the contingencies must be satisfied prior to the sale confirmation hearing date.

25. The bidding procedure usually requires that the terms and conditions of any competing bid must be the same as the terms and conditions set forth in the Agreement, except for the increased purchase price.

26. The Buyer is acting in good faith as required by <u>In Re: Abbotts Dairies of</u> <u>Pennsylvania, Inc.</u>, 788 F.2d 143 (3rd Cir. 1986).

27. The Property is available for inspection. Arrangements for the inspection should be made with the undersigned attorney for the Debtor. Any and all interested parties should act promptly.

WHEREFORE, the Debtor prays for entry of an order (1) authorizing the Debtor to sell the Property free and clear of the above-described liens, claims, encumbrances and other interests to NH Medicinals (Minnesota) Inc., in accordance with the terms and conditions of the Agreement; (2) ordering that the liens, claims, encumbrances and other interests in, to and against the Property be divested therefrom; (3) ordering that the liens, claims, encumbrances and other interests be transferred to the proceeds of sale, but only to the extent that they are found to be valid, enforceable and unavoidable liens, claims, encumbrances and other interests; (4) ordering that the Court-approved costs of sale be paid from the proceeds of sale in advance of any distribution to creditors; (5) ordering that the net proceeds of sale be paid at closing to the

Respondents as their liens and interests appear; and, (6) ordering that the Debtor have

such other and further relief as is reasonable and just.

Respectfully submitted,

THE QUINN LAW FIRM

BY: /s/Michael P. Kruszewski Michael P. Kruszewski, Esquire PA Id. No. 91239 2222 West Grandview Blvd. Erie, Pennsylvania 16506 Telephone: 814-833-2222 Fax: 814-833-6753 mkruszewski@quinnfirm.com Attorneys for Debtor Case 16-10923-TPA Doc 48-3 Filed 03/16/17 Entered 03/16/17 09:31:41 Desc Exhibit Exhibit A Page 1 of 11

# **EXHIBIT** "A"

This form recommended and approved for, but not restricted to use by, $\mathbf{PA}$	RTYES
DUYER(S): NK Medicinals (Minnesota) Inc	SELLER(S): Adamsville Properties, LLC
	-
PRC PROPERTY ADDRESS 3982 Main St, Adamsville, Pr	A
	ZIP <u>16110</u>
n the numicipality of West Fallowfield	, in the Commonwealth of Pennsylvania.
County of	Date): 1109/978
Fax ID #(s): 2605-043	
BUYER'S RELATIONSHIP ] No Business Relationship (Buyer is not represented by a L	WITH PA LICENSED BROKER proker)
Broker (Company) REMAX Hometown Realty	Licensec(s) (Name)Nathan Haeck
Company Address 369 Chestnut St, Meadville, PA 16335	Direct Phone(s) Cell Phone(s) (814) 547-3329
Company Phone (814) 333~1141 Company Fax	Fax Bmail nathanhaeck10gma11.com
Broker is (check only one):	Licensee(s) is (check only one):
]] Buyer Agent (Broker represents Buyer only) X] Dual Agent (See Dual and/or Designated Agent box below)	<ul> <li>Buyer Agent (all company licensees represent Buyer)</li> <li>Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)</li> <li>Dual Agent (See Dual and/or Designated Agent box below)</li> </ul>
Transaction Liconsee (Broker and Licensee(s)	provide roal estate services but do not represent Buyer)
SELLER'S RELATIONSHI	P WITH PA LICENSED BROKER proker)
Broker (Company) REMAX Hometown Realty	Licensee(s) (Name) Andy Bacallao
Company Address 369 Chestnut 8t, Meadville, PA 16335	Direct Phone(s) Cell Phone(s) (814) 795-7855
Company Phone (814) 333-1141	Fax
Company Fax	Email Andyblezemax.net Licensec(s) is (check only one):
Broker is (check only one): Seller Agent (Broker represents Seller only) Dual Agent (See Dual and/or Designated Agent box below)	<ul> <li>Seller Agent (all company licensees represent Seller)</li> <li>Seller Agent with Designated Agency (only Licensee(s) named</li> </ul>
	above represent Seller)
	provide real estate services but do not represent Seller)
A Broker is a Dual Agent when a Broker represents both Buyer Licensee represents Buyer and Seller in the same transaction. Al Designated Agents for Buyer and Seller. If the same Licensee is design	DESIGNATED AGENCY and Seller in the same transaction. A Licensee is a Dual Agent when I of Broker's licensees are also Dual Agents UNLESS there are separ mated for Buyer and Seller, the Licensee is a Dual Agent.
By signing this Agreement, Buyer and Seller each acknowledg if applicable.	te having been previously informed of, and consented to, dual agen
Buyer Initials: AS	C Page 1 of 9 Seller Initialis:/_9
Pennsylvania Association of Realtors*	COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS®

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1.	By this Agreement, dated March_2, 2017_ Marc	JF <u>ch 13, 2017</u> , Seller hereby agrees to sell and convey to
	PURCHASE PRICE AND DEPOSITS (3-15)	
4.	(A) Purchase Price \$339,000.00	······································
	inter and the second mark that is a state of the second second	The Pattern As to wild by Payer of follows:
	The second s	U.S. Dollars), to be paid by Buyer as follows:
	<ol> <li>Initial Deposit, within <u>10</u> days (5 if not specified) of Execution Date, if not included with this Agreement:</li> </ol>	\$ 20,000.00
	2. Additional Deposit within days of the Execution Date:	\$
	3	\$\$
	(B) All funds paid by Buyer, including deposits, will be paid by check, ca within 30 DAXS of settlement, including funds paid at settlement, will	ashier's check or wired funds. All funds paid by Buyer
	sonal check. (C) Deposits, regardless of the form of payment and the person designated as (million otherwise stated have:	s payee. will be paid in U.S. Dollars to Broker for Seller
	(unless other wise stated here: who will retain deposits in an escrow account in conformily with all a mination of this Agreement. Only real estate brokers are required to hole the State Real Estate Commission. Checks tendered as deposit monies	pplicable laws and regulations until consummation or ter-
3.	Agreement. SETTLEMENT AND POSSESSION (6-13)	
,	(A) Settlement Date is <u>July 1, 2017</u> (B) Settlement will occur in the county where the Property is located or in	or before if Buyer and Seller agree
	(B) Settlement will occur in the county where the Property is located or in	an adjacent county, during normal ousiness nouts, diffes
	Buyer and Seller agree otherwise. (C) At time of settlement, the following will be pro-rated on a daily basis	between Buyer and Seller, reimbursing where applicable:
	automa taga a maku tata ut an matana secondari secondari in a ta	PAS and noneowner association receiption and the
	fees, together with any other lienable municipal service fees. All charge pay up to and including the date of settlement and Buyer will pay for	all days following settlement, unless otherwise stated her
	pay up to and including the trate of settlement and hoyer will pay for	an usys isnowing sectorizing the
	(D) For purposes of prorating real estate taxes, the "periods covered"are as follows:	
	<ol> <li>Municipal tax bills for all counties and municipalities in Pennsylvania are for 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School</li> </ol>	the period from January 1 to December 31. Deciders are for the nariod from January 1 to Decemb
	of Defend to bills for all other called districts are for the period from IIIV	I to time set
	(B) Conveyance from Seller will be by fee simple deed of special warranty unless of	herwise stated here:
	Minaral all Diana dalaha nasanasi is salasi Def	
	(F) Payment of transfer taxes will be divided equally between Buyer and Soller unles	ss otherwise stated here:
	(G) Possession is to be delivered by deed, existing keys and physical possess broom-clean, at day and time of settlement, unless Seller, before signing is subject to a lease.	sion to a vacant Property free of debris, with all structur this Agreement, has identified in writing that the Proper
	(H) If Seller has identified in writing that the Property is subject to a lease assignment of existing leases for the Property, together with security depose will not enter into any new leases, nor extend existing leases, for the acknowledge existing lease(s) by initialing the lease(s) at the execution of this A [] Tenani-Occupied Property Addendum (PAR Form TOP) is attached and	sits and interest, it any, at day and time of settlement, our Property without the written consent of Buyer. Buyer w agreement, unless otherwise stated in this Agreement. d made part of this Agreement,
4,	DATES/TIME IS OF THE ESSENCE (3-15)	March 13. 2017 JF Qm
	DATES/TIME IS OF THE ESSENCE (3-15) (A) Written acceptance of all parties will be on or before. March. 2, 2017. (B) The Settlement Date and all other dates and times identified for the per-	erformance of any obligations of this Agreement are of
	(C) The Examples Date of this Agreement is the date when Buyer and Selle	er have indicated full acceptance of this Agreement by si
	ing and/or initialing it. For purposes of this Agreement, the number of the day this Agreement was executed and including the last day of the	Have will be conned from the Execution water every
	the last much divised	
	(D) The Settlement Date is not extended by any other provision of this Age	reement and may only be extended by mutual written ag
	man of the motion	
	<ul> <li>(B) Certain terms and time periods are pre-printed in this Agreement as a and time periods are negotiable and may be changed by striking out</li> </ul>	convenience to the buyer and belief, an pre-printed to
	and time periods are negotiable and may be changed by striking but to all parties, except where restricted by law.	and has builted may our supposed and and the second
5,	FIVETIDE CAND DEDGONAT DROPERTY (4-14)	
	(A) INCLUDED in this sale are all existing items permanently installed in the equipment; lighting fixtures (including chandellers and ceiling fans); and remaining heating, cooking and other fuels stored on the Property at the time of the store of the property at the store o	water treatment systems, unless otherwise stated below,
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i		
5 B	uyer Initials: ASC Page 2 of 9	Seller Initials: / 9
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67 68		(B) The following items are LBASED (not owned by Seller):				
69						
70		80 ton press, securily safe, shelving & other personal property.	Jm JF			
	6.					
72 73		Failure of this Agreement to contain the zoning classification (exce vidable) is zoned solely or primarily to permit single-family dwel	in cases where the property (and each parter nation, it studi-			
74		if voided, any deposits tendered by the Buyer will be returned to the Buyer	without any requirement for court action.			
75		Zoning Classification, as set forth in the local zoning ordinance: None				
76	7.	DINA NUMO CONTINCIPALOV (A. 14)				
77		X WAIVED. This sale is NOT contingent on financing, although	a Buyer may obtain financing anovor the parties may include an			
78		appraisal contingency.				
79 80		BLECTED. (A) This sale is contingent upon Buyer obtaining financing according to the	e following ternis:			
			Ground Francisco Bronarty			
81 82		First Lean on the Property Loan Amount \$	Loan Amount \$			
83		Loan Anoune A	Minimum Term years			
84		Type of Loan	Type of Loan			
85		Interestrate %; however, Buyer agrees to accept the	Interest rate %; however, Buyer agrees to accept the			
86		Interest rate as may be committed by the tender, but to exceed	Interest rate as may be committed by the lender, not to exceed a maximum interest rate of%			
<b>\$</b> 7		a maximum interest rate of%.	a maximum interest rate of			
88		(B) Financing Commitment Date	man and the second second surflices any			
89		(C) Within days (10 if not specified) from the Execution Di	te of this Agreement, Buyer will make a completed, written appli-			
90		cation for the financing terms stated above to a responsible Broker for Seller, is authorized to communicate with the lender(s)	lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise			
91 92-		any of the 13 Tringing Right Palan on Incompilate Information to	Collan Brokevie) of the lenderist concerning buyer's icgar of			
93		manual status or fail to concrete in soud faith in pro	cossing the financing application, which results in the lender(s)			
94		webulant to convert a financial commitment. Buyov will be in this	anit of this A president.			
95		my they as sing of a flaganing commitment. Dungs will accountly deliver	r a conv of the commitment to Seller, Unless otherwise agreed to in writing			
96		L. Duran and Calling IF a suritor commitment is not received by Velle	who the shave date, this Astrocholic may be terminated by buyer or better			
97		with all deposit monies returned to Buyer according to the terms of	Paragraph 24. Buyer will be responsible for any premiums for mechanics' ime, if any; AND/OR any premiums for flood insurance and/or fire			
98 99		lien insurance annor line search, of the for calculation of se	llation fee, if any; AND/OR any appraisal fees and charges paid in advance			
100		to lender.				
101	8.	OTTANOU TN DYNERDIO PINTANOUAL PRATING (4.14)	the second s			
102		and the second state of the second states affected as The second shifts	ty to purchase, Buyer shall, within days (5 if not spec-			
ĺ03		that a wild abroad matiful Vallar and Londev(a) to sultons the Kist	or commuted instruction if div, it without it when by in the			
104			come; Buyer's having incurred a new financial obligation; entry of a and/or incurring an additional financial obligation may affect			
105 106		judgment against Buyer, Buyer understands that applying for Buyer's ability to purchase.	anovoi incurring an anoviona rinanciai ografia			
		SELLER REPRESENTATIONS (6-13)				
108		(A) Status of Water				
109						
110		Seller represents that the Property is served by:	)			
111		(B) Status of Sewer				
)]2 1]3		1. Selier represents that the Property is served by:	m Ten-Acre Permit Exemption (see Sewage Notice 2)			
113		<ul> <li>Serier represents that the Property is served by [I]</li> <li>Bublic Sewer</li> <li>Community Sewage Disposal System (see Sewage Notice)</li> </ul>	The Holding Tank (see Sewage Notice 3)			
115		Tudividual On-Iol Seware Disposal System in Proximity to W	GII (see Sewage Notice 1; see Sewage Motice 4, it appressue)			
116	i	None (see Sewage Nolice 1) None Available/Permit Li	mitations in Effect (see Sewage Notice 5)			
117						
118		2. Notices Pursuant to the Pennsylvania Servage Pacilities Act	ewage system available for the subject property. Section 7 of the			
115		Demonstration Sourcess Eastlittee Act provides that no perso	a shall install construct reducst bid proposals for construction, unes,			
	121 manufe or occumy any building or sincture for which an individual sewage system is to be installed, without first obtaining					
12		manule. Down is advised by this potice that before signifi	a this Apreement. Buver should contact the local agency charges with			
12		advaluation the Act to determine the procedure and real	irements for obtaining a permit for an individual sewage system, the			
124		local agency charged with administering the Act will be	the municipality where the Property is located or that municipality			
12	5	working cooperatively with others.				

126 Buyer Initials: JF /

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Seller Initials: \_\_\_\_\_ I \_\_\_\_\_\_\_\_ Nutritional High

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Notice 2: This Property is serviced by an individual sewage system installed under the ien-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, nltering, repairing or connecting to an individual sowage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a mal-

function may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result. Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which servage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995; whichever is later.

Notice 4: An Individual sewage system has been installed at an isolation distance from a well that is less than the dis-tance specified by regulation. The regulations at 25 Pa. Code \$73.13 pentaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of \$73,13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biplicayls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the headline or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water

- (D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or nabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during. or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).
- (B) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here:
- (F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:
- (G) Seller knows of no other potential notices (including violations) and/or assessments except as follows:
- 165 (H) Access to a public road may require Issuance of a highway occupancy permit from the Department of Transportation. 166

#### 10. WAIVER OF CONTINGENCIES (9-05) 167

if this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental 168 conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's 169 fallure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that conlingency and 170 Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement. 171

(A) The Property will be transferred in its present condition. It is Buyer's responsibility to determine that the condition and permitted 173 use of the property is satisfactory within \_\_\_\_\_\_\_ days (30 if not specified) from the Execution Date to conduct due diligence (Due Diligence Period), including verifying the condition, permitted use. Insurability, environmental conditions, boundaries, certifica-174 175 tions, deed restrictions, zoning classifications and any other features of the Property are satisfactory. Buyer may request that the 176 property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and envi-tonmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. If as 177 178 the result of Buyer's due diligence, Buyer determines that the property is not suitable for Buyer's needs, Buyer may, prior to the 179 expiration of the Due Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monles returned to 180 Buyer according to the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice 181 of Buyer's intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full 182 force and effect in accordance with the terms and conditions as more fully set forth in this Agreement. 183

(B) Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION as a result of such inspections and not 184 185 because of or in reliance on any representations made by seller or any other party. Buyer acknowledges that Brokers, their 186 licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness 187 of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing 188 in the locate where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein. 189

Seller Initials: \_\_\_\_\_ / \_\_\_\_/ JF\_/\_\_\_\_ 190 Buyer Initials: \_\_\_\_\_ ASC Page 4 of 9 Nutritional High Produced with zipForm@ by zipLogix 18070 Fitheen Mile Road, Fraser, Michigan 48028 www.zipLogix.com

<sup>172 11.</sup> BUYER'S DUE DILIGENCE (3-15)

(C) Any repairs required by this Agreement will be completed in a workman like manner. 191 (D) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance 192 for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance 193 and possible premlum increases. 194 12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14) 195 (A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a 196 property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed 197 value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the 198 assessed value of the property and result in a change in property tax. 199 (B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Setler has signed this Agreement and before settlement, Setler will within \_\_\_\_\_\_ days (10 if not specified) of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Setler will: 200 201 202 203 Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the 204notices nud/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR 1. 205 Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or falls 206 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within . 207 208 (10 if not specified) that Buyer will: a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in 209 Paragraph 26 of this Agreement, OR 210 Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of 211 b. Paragraph 24 of this Agreement. 212 If Buyer fails to respond within the time stated in Paragraph 12(B)(2) or fails to terminate this Agreement by written notice to 213 Seller within that time, Buyer will accept the Property and agree to the RELBASE in Paragraph 26 of this Agreement. 214 (C) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice 215 216 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller. 217 (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this 218 219 220 22 l Agreement by written notice to Seller within \_\_\_\_\_\_ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monles returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice of termination within the time stated will constitute a WALVER of this contingency and all other 222 223 224 terms of this Agreement remain in full force and effect. 225 226 13. TAX DEFERRED EXCHANGE (4-14) (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, 227 Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be 228 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any 229 additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be 230 231 required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and 232 233 hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction 234 (B) if Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, 235 Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to sellement date, and that any additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest 236 237 238 in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required 239 to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall indennify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange 240 241 242 transaction. 14. COMMERCIAL CONDOMINIUM (10-01) 243 X NOT APPLICABLE. 244 APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresi-245 dential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa.C.S. §3101 et seq.). 246 247 15. TITLES, SURVEYS AND COSTS (4-14) 248 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-249 ular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; 250 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the 251 ground; easements of record; and privileges or rights of public service companies, if any. Mineral, oil & gas rights. One JF (B) Buyer will pay for the following: (1) Tirle search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; 252 253 (2) Flood insurance, fire insurance, hazard insurance, mlne subsidence insurance, or any fee for cancellation; (3) Appraisal fues 254 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals. 255 256 Buyer Initials: JF / ASC Page 5 of 9

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(C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the connection thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyeror required by the mortgage leader will be obtained and paid for by Buyer.

- Buyer or required by the motgage lender will be obtained and paid for by Buyer.
  (D) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property as set forth in this
  Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within <u>5</u> days (5 if not specified) notify Boyer, in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure
  law soit against the Property; of a monetary judgment against Seller, notice of public tax sale affecting, the Property; and
  Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.
  In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer.
- (B) If Seller is unable to give good and marketable tille that is insurable by a reputable tille insurance company at the regular rates, as specified in Paragraph 15(A). Buyer may terminate this Agreement by written notice to Seller, with all deposit monles returned to Buyer according to the terms of Paragraph 24 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).
- (F) Oli, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.
  - Oi, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.

274 (O) COAL NOTICE (Where Applicable)

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- THIS EOCUMENT MAY NOT SELL, CONVEY, TRANSPER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966. Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.
- (H) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: \_\_\_\_\_
- (1) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: \_

Privato Transfor Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.

2. Nolice Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101. et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with litle to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer. "A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective huyers. Where a Private Transfer Fee Is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

#### 297 16. MAINTENANCE AND RISK OF LOSS (10-06)

- 298 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted,
- (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed,
   or damaged as a result of any cause whatsoever.
- 302 (C) Soller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and 303 not replaced, Buyer will:
  - 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
  - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
  - Paragraph 24 of this Agreement.

307 17. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

- 310 18. ASSIGNMENT (1-10)
- This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Soller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
- 314 19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)
- 315 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the 316 laws of the Common wealth of Pennsylvania.
- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
   party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
   Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by
- 320 Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

Buyer Initials:	ASC Page 6 of 9	Seller Initials:/_921
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<ul> <li>212 20. NOTICE REGAEDING CONVECTED SEX OFFENDERS (MEGAN'S LAW) (6-13)</li> <li>The Fernophynia Ginesal Asembly has passed lipitalion (Gons reform to an 'Alegan's Law', 42 Pa.C.S. § 9791 et seq.) provid- ing for community molification of the presence of canonic convicted sex offenders. Buyers are encouraged to contact the numerical- pap police dipartiment or the Pennsylvank State Police 'Deb is at www.pane.gamlaw.integ.Au.</li> <li>21. CERTIFICATION ON NOTORIGN INTEREST (14-01)</li> <li>22. Saler. IS a foreign person. Goege corporation, foreign partnership, foreign trant, or a foreign estate as defined as the mate- set of the analysis of the second sec</li></ul>			
<ul> <li>The Pensylvania Casenal Astembly has possel legislation (often refrinct to as "Megan Low". 42 PACMS as 9974 et setly provid- ing for community sufficient on the pensence of exitin Convicted as offendes. Buyers are encounaged to contains the non- support, or tocket his Information on the Pennylvania Mate Phylics (by bis ind avvery panaganiavalitating association). (CRATTERCATION OF NON-TORENCE (NETTERLEST (1404))</li> <li>CRATTERCATION OF NON-TORENCE (NETTERLEST (1404))</li> <li>CRATTERCATION OF NON-TORENCE (NETTERLEST (1404))</li> <li>Stelle in NOT a forcing person, foreign corporation, foreign person, foreign contracting, foreign tents, or foreign estate as defined by the Internal Revenue Cock, or is otherwise not subject to the fax withholding requirements of Section 1445 of the Internal Revenue Cock, or is form Buyer, at to before losing, with the following:</li> <li>A full the internal Revenue Cock, or is otherwise not subject to the fax withholding requirements of Section 1445 of the Internal Revenue Cock, or inform Buyer, at to before losing, with the following:</li> <li>A full the internal Revenue Cock, or is otherwise, that net withholding is not required upon the subdisposition of the Property by Seller. Saler here- by agrees to luming Buyer, at the before losing, with the following:</li> <li>A regression and the subscience of th</li></ul>	322	20.	NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)
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<ul> <li>property, or to check the information on the Penntylyank State Police Web like at WWP panzgathawakara.</li> <li>CRENTER/TON ON PANCRARKIN INTEREST (10-4)</li> <li>Seller IS a forsign person. foreign exponention, foreign partnership, foreign trust, or foreign estate adject to Section 1445 of the Internat Revenue Code, which provides that a transfere (Bayet) of a US, real property interea must withhold tax if the transference (Bayet) of a US, real property interea must withhold tax if the transference (Bayet) of a US, real property interea must withhold tax if the transference (Bayet) of a US, real property interea must withhold tax if the transference (Bayet) of a US, real property interea must withhold tax if the transference (Bayet) of a US, real property interea must withhold tax if the transference (Bayet) of a US, real property interea must withhold tax if the transference (Bayet) of a US, real property interea must withhold tax if the transference (Bayet) of a US. Real property interea must withhold tax if the transference (Bayet) of a US. Real property intereases and the latent Revenue Code. To inform Bayer, and the withholding it not required by Bayet.</li> <li>A antificht, asting, under pointy of perjusy, the Seller's U.S. unspayer identification number and that the Seller. Brokers, their Intersees, employees, officers or paines are not a part of humon Seller and Bayet, and hese are in other terms, soligations, Agreement Halles, and without persons. Allow and the terms is complexes and and that its Agreement. This Agreement that seller (CATION (C</li></ul>			the for community notification of the presence of certain convicted sex attenders. Hivers are clicouraged to contact the manner
<ul> <li>272 21. CERTIFICATION OF NON-FOREEGGN INTEREST (10-01)</li> <li>272 21. CERTIFICATION (1-10)</li> <li>273 21. CERTIFICATION (1-10)</li> <li>274 21. CERTIFICATION (1-10)</li> <li>274 21. CERTIFICATION (1-10)</li> <li>275 22. CERTIFICATIO</li></ul>			pal police department or the Pennsylvania State Police for information relating to the presence of six one details and a particular
<ul> <li>Seller IS a foreign person. foreign corporation, foreign patterniship, foreign tests, or foreign estate a mast withhold as if the transford foreign person.</li> <li>Seller IS NOT a foreign person. foreign corporation, foreign patterniship, foreign trut, or a foreign estate as defined by the laternil Revenue Code, or is otherwise not subject to the tax withholding requent of Section 1445 of the Internal Revenue Code, or is otherwise not subject to the tax withholding trequent of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding with the following:</li> <li>Unternal Revenue Code, or is defined by statute, that tax withholding is not required by Buyer.</li> <li>A ufforthy subsement, 'a defined by statute, that tax withholding is not required by Buyer.</li> <li>Oher.</li> <li>A guiditying subsement, 'a defined by statute, that tax withholding is not required by Buyer.</li> <li>Oher.</li> <li>Oher.</li> <li>A guiditying subsement, 'a defined by statute, that tax withholding is not required by Buyer.</li> <li>Oher.</li> <li>Oher.</li> <li>A guiditying subsement, 'a defined by statute, that tax withholding is not required by Buyer.</li> <li>Oher.</li> <li>Oher.</li> <li>A guiditying subsement, 'a defined by statute, that tax withholding is not required by Buyer.</li> <li>Oher.</li> <li>Oher.</li> <li>A guiditying subsement tax of a statut angle of this Agreement tailes as corporation, and the statute is a defined by the with a guerement. This Agreement tax with a statute angle of this Agreement tailes as the statute angle of the Agreement tailes as the tax of the statute and tax of the statute. This Agreement with a statute angle of the Agreement tailes as the statute angle of the tax of the statute as the tax of the statute and tax of the statute and tax of the statute. This agreement with a statute tax of the statute and tax of the statute tax. This agreement with a statute and tax of the statute and tax o</li></ul>	328	-91	OPD TIPIC ATION OF NON-FOD FIGN INTERIST (19.01)
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<ul> <li>by agrees to funsish Buyer, noto before closing, with the following:</li> <li>a affidivit stating, ander penalty of pedgusy, the Selicit SLS, usepayer Identification number and that the Selicr Is not a for- elgn person.</li> <li>A'qualifying statement," at defined by statute, that is withholding is not required by Buyer.</li> <li>Chers.</li> <li>Chers.<td></td><td></td><td>Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of section 1445 of the sector subject to the tax withholding to be subject to the subject by Seller, Seller here-</td></li></ul>			Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of section 1445 of the sector subject to the tax withholding to be subject to the subject by Seller, Seller here-
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<ul> <li>Ohöc:</li></ul>	336		eign person.
<ul> <li>339 221. REFRESENTATIONS (1-10)</li> <li>(A) All terginentations, chains, adventiding, promotional activities, brochures or plans of any kind made by Soller, Brokers, their licenses, employees, officers or patterns are not a part of this Agreement unless expressly incorporated or stated in this Agreement Chains and Agreement Solling agreement between Solfer and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will nobe altored, amends on conditions (or real nor will or executed by the parties.</li> <li>(B) Broker(s) have provide for may provide scripter to assist unrepresented parties in complying with this Agreement.</li> <li>(C) Broker(s) have provide to may provide scripter to assist unrepresented parties in complying with this Agreement.</li> <li>(A) Buyer and Selter represent that the only Brokes involved in this transaction area; Banckers Bacellace, Baenas C Nathan Back.</li> <li>(A) Buyer and Selter represent contaction with a scripter advection of the approxement of the Agreement of the Agreement by and the only Brokes involved in this transaction or Selter in connection with this transaction, each and the sole access in connection with a scripter agreement by either approx in adjust the transaction access in connection with a scripter agreement by either approx in draw and cass or claim for bookenge commissions, including all legal fees and costs, that may be made by any petson or entity. This paragraph thall survive settlement.</li> <li>(B) Selter and Buyer and Selter agreement betwee stated in withing and old hard the approxement with a screement access and a screement with a screement with a screement with a</li></ul>			
<ul> <li>(A) All representations, claims, adventising, promotional activities, brochness or plass of any kind made by Solict, Eloket, unit likenses, employces, officers or putners are of a part of this Agreement unless expressible morepowed or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, coverants, representations, statements or conditions, oral or otherwise, or any kind whatesever concerning this sale. This Agreement will not be altered, anneaded, changed or modified accept in writing executed by the parties.</li> <li>(B) Brocker(s) have provide services to assist unrepresented parties in complying with this Agreement.</li> <li>(B) Brocker(s) have provide services to assist unrepresented parties in complying with this Agreement.</li> <li>(B) Brocker(s) have provide services to assist unrepresented parties in connection with this transaction has not been brought about through the efforts of anyone other than sale Brokers, it is agreed that if any and that the transaction has not been arought about through the efforts of anyone other than sale Brokers, it is agreed that if any and that the transaction has not been arought about through the efforts of anyone other than sale Brokers, it is agreed that if any and that the transaction has not been arought about through the efforts of anyone other than sale Brokers, it is agreed that if any and that the transaction, agriater and the the advertise form and against the mon-purformance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all tage less and costs, that may be made by any years or centify. This paragraph shall survive settlement.</li> <li>(B) Seller and Buyer acknowledge that any Broker identified in writing; and (3) Has not made and was not engred-1 provide advice or guidance compliance or environmental matters and was not engreded. The provide advices or guidance contendence in a with a t</li></ul>		~~	
<ul> <li>Ilenstes, employees, officers or partners are not a part of this Agreement could according the sales. This agreement the Agreement to could and agreement the between Select and Buyer, and heat are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsover concerning this sale. This Agreement to be dured, manedad, charged to molified account of an otherwise. An advected by the parties.</li> <li>(B) Brokréh have provided or may provide services to assist unrepresented parties in complying with this Agreement.</li> <li>(A) Buyer and Seller represent that the only Brokers involved in this transaution net. <u>Backers Bacellace, Remast &amp; Nathan Heack.</u></li> <li><u>Beostréh</u> have provided or may provide services to assist unrepresented parties in complying with this Agreement.</li> <li>(A) Buyer and Seller represent that the only Brokers involved in this transaution, and Brokers. It is usered that if any other and the analytic our local of the purchase. (2017)</li> <li>wad that the transaction has not been brought about through the efforts of anyone other than sald Brokers. It is usered that if any other and the above-listed Brokers from and against it encorperformance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or thity. This pragraph shall anvive settlement.</li> <li>(B) Seller and Buyer acknowledge that any Broker identified In this Agreement to provide or guidance in such maters, unless otherwises and to in writing: and (3) Has not make any vepresentations or conduct Investigations of the any compliance or environmentines and was not engaged. to provide advice or guidance in such maters, unless otherwise free angles by Buyer and Seller agreement will be vOID. Target MINATION AND RETURN OF DEPOSITS (1-10)</li> <li>(A) Where Buyer teradmarks tha Agreement between Selle or any relation ton ites. Ag</li></ul>		44	(A) All representations claims advantising promotional activities benchures or plans of any kind made by Scher, Drokets, men
<ul> <li>Agreenten. This Agreement contains the whole agreement between Seller and Buyer, and there are no outer terms, Congarons, the sale. This Agreement will not be direct, amended, changed or modified ascept in writing executed by the parties.</li> <li>(B) Bocke(s) have provide acroms provide services to asist unrepresented parties in complying with this Agreement.</li> <li>(B) Bocke(s) have provide services to asist unrepresented parties in complying with this Agreement.</li> <li>(B) Bockers and Self represent that the only Brockers involved in this transaction are: Andreav Bacellac, Remax 6 Nathan Bacek.</li> <li>(B) Boyer and Selfer represent that the only Brockers involved in this transaction are: Andreav Bacellac, Remax 6 Nathan Bacek.</li> <li>(B) Boyer and Selfer represent that the only Brockers involved in this transaction are: Andreav Bacellac, Remax 6 Nathan Bacek.</li> <li>(B) Boyer and Selfer represent that the only Brockers involved in this transaction.</li> <li>(B) Boyer and Selfer represent that he only Brockers involved in this transaction are: Andreav Bacellac, Remax 6 Nathan Bacek.</li> <li>(B) Selfer and the transaction hear and the above-listed Brockers from and against the non-performance of this Agreement by either party, and front any chain of loss or claim for brockerage commissions, including all tegal fees and costs, that may be made by any person or critic). This paragraph shall anyve escliment.</li> <li>(B) Selfer and Buyer acknowledge that any Broker identified in this Agreement; (I) Is a licensed real estate broker; (2). Is not an expect three/space file and Buyer acknowledge that any Broker Streement, Buyer will be entitled to a return of all deposit monies in conditions of the expresent and the appearant and against in the one-performance of this Agreement will not make any correstmation or spacellace provide and/file or guidance in such matters, unless othewise state in a vining and (3) Has not made and will not make any correstmations</li></ul>			liteastant amplement officare of numbers are not a man of this Adreement lintess expressive lincologitating of attact in any
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<ul> <li>(B) Broke(s) have provided or may provide services to assist unrepresented parties in complying will fulls Agreement.</li> <li>(A) Buyer and Seller represent that the only Brokers involved in this transaction are: <u>Andrew Bace31Aec</u>, <u>Bamas C Nathan Brack</u>.</li> <li>(A) Buyer and Seller represent that the only Brokers involved in this transaction are: <u>Andrew Bace31Aec</u>, <u>Bamas C S Nathan Brack</u>.</li> <li>(A) Buyer and Seller represent that the only Brokers involved in this transaction are <u>only and was and seller</u>. It is ugreed that Bayer and Seller agrees to indem- nation bases on the sentence of the sentence of the sentence of the sentence of this transaction, each party shall pay its own logal fees and costs in connection with such chains. It is further agreed that Bayer and Seller agrees to indem- nify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim for bookerage commissions, including all tegril fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.</li> <li>(B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (I) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless othewis stated in writing; and (3) Has on unde and will not make any represent- tions or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent prop- ery, including but not limited to thora conditions listed in Paragraph 9(C).</li> <li>(A) Where Duyer terminates his Agreement pursuant to any right granted by this Agreement, Buyer will be entitled.</li> <li>(B) Regardless of the apportant entitlement to any right granted by this Agreement that is signed by Buyer and Seller, direct deport movies. Froker near received for th</li></ul>			covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this state rule
<ul> <li>346 23, BROKER INDEMNIFICATION (6-13)</li> <li>(A) Buyer and Seller represent that the only throkers involved in this transaution are: <u>Andrew Bacellac</u>, <u>Remar &amp; Nathan Bacek</u>, <u>Maces Commission is due only upon closing of the purchase. <i>DM</i></u></li> <li>349 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is ugreed that If any claims for bockerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Selter agree to indemnant of the above listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for biokerage commissions, including all legal fees and costs, that may be made by appetson or entity. This paragraph shall anywire settlement.</li> <li>(B) Salter and Buyer acknowledge that any Broker identified in this Agreement (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, unless otherwise statement.</li> <li>(B) Salter and Buyer acknowledge that any Broker identified in writing: and (3) Has not made and will not make any representations or warmatiles nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, incluing but not limited to those conditions listed in Paragraph 24(B), and this Agreement will be VOID.</li> <li>(A) Where Buyer terminates this Agreement pursuant to any right granted tains by Buyer and/Seller for the deposit monies.</li> <li>(B) Regardless of the apparent entitlement to deposit monies, Perusylvania law doei not allow a Broker holding deposit monies.</li> <li>(B) Regardless of the apparent entitlement to deposit monies. Texter any orlease the deposit monies.</li> <li>(C) Bregardless of the apparent entitlement to deposit monies.</li> <li>(B) Regardless of the apparent entitlement to deposit monies.</li> <li>(C</li></ul>			Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
<ul> <li>(A) Buyer and Seller represent that the only Brokers involved in this transaution are: <u>Enderse Bacellace</u>, <u>Remain E Machan Detect</u>, <u>Booms Commissions only upon closing of the purchase</u>. <i>Quee</i></li> <li>and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is ugreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Selter agrees to indennist, and hold humdles each other and the above-listed Brokers from and against lite non-performance of this Agreement by either pays and hold humdles each other and the above-listed Brokers from and against lite non-performance of this Agreement by either appression or entity. This paragraph shall survive settlement.</li> <li>(B) Selter and Buyer acknowledge that any Broker identified in this Agreement (1) Is a licensed real estate broker; (2). Is not an experit in construction, engineering, cold or regulatory compliance or environmental matters and was not engaged to provide advise or guidance in such matters, unless otherwise stated in writing; and (3) Has not and any representations or warrantiles nor conduct linvestigations of the environmental condition or suitability of the Froperty or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).</li> <li>24. DEFAULT, TEEMINATION AND RIFTURN OF DEPOSITE (1-10)</li> <li>(A) Where Buyer terminates this Agreement purcasant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Parchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement and the aposit monies.</li> <li>(B) Regardless of the apparent cultification price pursuant to the terms of Paragraph 24(C).</li> <li>(B) Regardless of the</li></ul>		22	DDAVED TADENANDROADTAN (6-13)
<ul> <li>Reass Commission is due only upon. Closing of the purchase. CMM</li> <li>diams for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction has not been browight about through the efforts of anyone other than said Brokers. It is agreed that Buyer and Selter agree to indem- nify and hold hurmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and front any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or erolity. This paragraph shall away we settlement.</li> <li>(B) Selter and Buyer acknowledge that any Broker identified in this Agreement by either party, and front any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or erolity. This paragraph shall away two settlement.</li> <li>(B) Selter and Buyer acknowledge that any Broker identified in this Agreement in and was not engaged, to provide afvice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa- tions or waranties nor conduct Investigations of the envinonmental condition or suitability of the Property or any adjacent prop- erty, lacturding but not limited to those conditions listed in Paragraph 9(C).</li> <li>(A) Where Buyer terminants this Agreement prevant to any right granted by this Agreement, will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Tremination of this Agreement any occur for other resources a written agreement allow a Broker how to distribute the deposit monies.</li> <li>If after Broker has received deposit monies.</li> <li>Jif Breker How to distribute some or all of the deposit monies.</li> <li>Jif Breker How to distribute tome or all of the deposit monies.</li> <li>Jif Agreement</li></ul>		25	(A) Buyer and Seller represent that the only Brokers involved in this transaction are: Andrew Bacallao, Remax & Nathan Bacok,
<ul> <li>claims for brokerage commissions or fees are over made against Buyer of Selfer in connection with such claims. It is further agreed that Buyer and Selfer agree to indem- nify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.</li> <li>(B) Selfer and Buyer acknowledge that any Broker identified in this Agreement (1) Is a licensed real estate broker; (2). Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged, to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa- tions or waramites nor conduct investigations of the environmental condition or sultability of the Property or any adjacent prop- ery, including but not limited to those conditions listed in Paragraph 9(C).</li> <li>24, DEFAULT, TERMINATION AND RITURN OF DEPOSITIS (1-13)</li> <li>(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entilled to a return of all deposit monies paid on account of Purchase Price pursuant to the turns or Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement and uscue to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies.</li> <li>(B) Regardless of the apparent entiltement to deposit monies, pennsylvania law does not allow a Broker holding deposit monies.</li> <li>(B) Regardless of the apparent entiltement to deposit monies. Forker can only selese the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.</li> <li>(C) Buyer and Seller agree that if there is a dispute over the enditlement to the deposit monies.</li></ul>			Densy Commission is due only upon closing of the nurchase ( BW
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<ul> <li>nify and hold humless each other and the above-listed Brokers from and against the non-performance of this Agreenent by related party, and from any claim of loss or claim for brokerage commissions, including all tegal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.</li> <li>(B) Saller and Buyer acknowledge that any Broker identified in this Agreeoment: (1) Is a licensed real estate broker; (2). Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).</li> <li>24, DERAULA, TERAMINATION AND INSTURN OF DEPOSITS (1-10)</li> <li>(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement to deposit monies, Peunsylvania law does not allow a Broker holding deposit monies.</li> <li>(B) Regardless of the apparent entillement to deposit monies, Broker race only release the deposit monies:</li> <li>14 this Agreement is endived deposit monies. Price pursuant to the terms of Paragraph 24(B), and this Agreement will be volted to the steposit monies in dispute regarding deposit monies:</li> <li>15 this Agreement and y court of the resonance and object regaraph 24(C).</li> <li>16 this Agreement is continue to deposit monies. Broker race only release the deposit monies: A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.</li> <li>2. If, after Broker has received deposit monies. Broker racceive</li></ul>			claims for brokerage commissions or fees are ever made against Buyer or Seller in contection with this handwork, which again the seller agree to indem-
<ul> <li>party, and from any claim of loss or claim for biokerage commissions, including all itgal tees and costs, that may be index by any person or entity. This paragraph shall survive settlement.</li> <li>(B) Selier and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide divide or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).</li> <li>24. DEFAULT, TERMINATION AND REFURN OF DEPOSITS (1-10)</li> <li>(A) Where Buyer terminates this Agreement pursuant to any right gronted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.</li> <li>(B) Regardless of the apparent entitlement to deposit monies, Penusylvanki law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies. Berlow reactioner and or of court.</li> <li>1. If this Agreement is terminated prior to softlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by boil parties is evidence that thero is no dispute ream final adverses of a final order of court.</li> <li>3. According to the terms of a final order of court.</li> <li>3. According to the terms of a final order of court.</li> <li>4. According to the terms of a final order of court.</li> <li>4. According to the terms of a final order of court.</li> <li>5. Buyer and Seller agree that if thero is a dispute between</li></ul>			site and hote hoter and other and the shove listed Benkers from and against the non-performance of this Agroculture of annot
<ul> <li>any person or entity. This paragraph shall survive settlement.</li> <li>(B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2). Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warmenties nor conduct Investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).</li> <li>44, DEFAULT, TERMINATION AND REFURN OF DEPOSITS (1-10)</li> <li>(A) Where Buyer terminates this Agreement pursuant to any right gronted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement entilement to any right gronted by this Agreement, Buyer and/or Seller for the deposit monies.</li> <li>(B) Regardless of the apparent entillement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies.</li> <li>(B) Regardless of the apparent entillement to deposit monies. Fernsylvania law does not allow a Broker holding deposit monies.</li> <li>(B) Regardless of the apparent entillement ob sottlement and there is no dispute over entitement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute over entitlement to the deposit monies.</li> <li>(B) Regardless of the alposit monies, Broker receives a written agreement that is signed by Ruyer and Seller, directing Broker how to distribute some or all of the deposit monies.</li> <li>(C) Buyer and Seller agree that if there is a dispute between Buyer and Seller that directs the Broker how to distribute the deposit monies that is not resolved. (See Paragraph 24(C))</li> <li>(C) Buyer a</li></ul>			party, and from any claim of loss or claim for brokerage commissions, including all legal lees and costs, that may be made by
<ul> <li>(B) Selier and Buyer acknowledge that any Broker identified in this Agreement: (f) is a licensed real estate block (2013) not any experimental or experimental problem in the second of the property of any experimental or any experimental orean experimental o</li></ul>			any series of an fire. This management shall survive settlement.
<ul> <li>advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and win not made any teprevature to the solution or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).</li> <li>24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-10)</li> <li>(A) Where Buyer terminates this Agreement pursuant to any right gronted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to calims by Buyer and/or Seller for the deposit monies.</li> <li>(B) Regardless of the apparent entitlement to deposit monies, Penusylvania law does not allow a Broker holding deposit monies.</li> <li>1. If this Agreement is ternihuted prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute over entitlement to the deposit monies.</li> <li>3. According to the terms of a final order of court.</li> <li>4. According to the terms of a final order of court.</li> <li>4. According to the terms of a final order of court.</li> <li>(C) Buyer and Seller agree that if there is a dispute over the entitlement of all deposit monies.</li> <li>(C) Buyer and Seller agree that if there is a dispute to the deposit monies.</li> <li>(C) Buyer after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of terminates of the any stretce were induce and the deposit monies written agreement between Buyer's requestion of the days of receipt of a written agreement between is no receipt of written agreement between and seller and seller of the dispute the deposit monies with a stretce well and there is a dispute over the entitlement to deposit monies with set receipt of a strict the Broker how to distribute the deposit mono</li></ul>			(D) Calles and Duose acknowledge that any Broker identified in this Agreement: (1) is a licensed real estate proker (4) is not an
<ul> <li>tions or warranties nor conduct investigations of the environmental condition or siniability of the Property or any adjacent property including but not limited to those conditions listed in Paragraph 9(C).</li> <li>24. DERAULT, TERMINATION AND RETURN OF DEPOSITS (1-10)</li> <li>(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entilled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOLD. Termination of this Agreement entillement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies.</li> <li>(B) Regardless of the apparent entillement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies.</li> <li>If this Agreement is terminated prior to settlement does not occur. Broker can only release the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.</li> <li>If after Broker has received deposit monies. Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.</li> <li>According to the terms of a final order of court.</li> <li>According to the terms of a final order of court.</li> <li>(C) Buyer and Seller agree that if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))</li> <li>(C) Buyer and Seller agree that if there is a dispute between the paragraph 3(A) (or any written extensions thereof) or following date of termination of the deposit monies to the Broker how to distribute the deposit monies to dispute over the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker holding the dore tordination of the deposit monies accived verifiable written notice that the dispute 's cours' requests for distribution agreement between Buyer and Se</li></ul>			expert in construction, engineering, code or regulatory compliance or environmental manters and water on make any representa-
<ul> <li>erty, including but not limited to those conditions listed in Paragraph 9(C).</li> <li>24. DEFAULT, TERMINATION AND RISTURN OF DEPOSITS (1-10)</li> <li>(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement nany occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.</li> <li>(B) Regardless of the apparent entillement to deposit monies, Penusylvania law does not allow a Broker holding deposit monies.</li> <li>(I) Regardless of the apparent entillement to deposit monies, Penusylvania law does not allow a Broker holding deposit monies.</li> <li>(I) If this Agreement is terminated prior to sottlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.</li> <li>2. If, after Broker has received deposit monies. Broker receives a written agreement that is signed by Buyer and Seller, direct-lng Broker how to distribute some or all of the deposit monies.</li> <li>3. According to the terms of a final order of court.</li> <li>4. According to the terms of a aprior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies that is our teopled, (See Paragraph 24(C))</li> <li>(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies within 30 days of receipt of Buyer's request for distributes is evidence these has received verifiable written notice of litigation. If Broker has received verifiable written notice of litigation is and seller as advised verifiable written notice of Buyer's request for distribution mades until exceller of a written distribution agreement between Buyer and Seller will continue to hold the deposit monies until receipt of a written d</li></ul>			advice or guidance in such matters, unless once states and the matron metal condition or suitability of the Property or any adjacent prop-
<ul> <li>24. DEFAULT, TERMINATION AND RITURN OF DEPOSITS (1-10)</li> <li>(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entilled to a return of all deposit monies plad on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID, Termination of this Agreement unay occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.</li> <li>(B) Regardless of the apparent entillement to deposit monies, persent and there is no dispute over entiltement to the deposit monies.</li> <li>(I) Regardless of the apparent is terminated prior to settlement and there is no dispute over entiltement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.</li> <li>(I) If this Agreement is terminated prior to settlement and there is no dispute over entiltement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.</li> <li>(I) If this Agreement is terminated prior to court.</li> <li>(I) According to the terms of a final order of court.</li> <li>(I) According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if a dispute between the parties that is norresolved deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer and Seller are devised for a sufficient precisit distribute to hold the deposit monies to Buyer and Seller are written notice that the deposit monies is a dispute over the entilement to deposit monies will, within 30 days of receipt of Buyer's request for distribution, Broker has received verifiable written notice of the deposit monies will continue to hold the deposit monies to all the ories to bayer and Seller are advised to influe biligation for any portion of the receipt of Buyer's request for distribution, Broker</li></ul>			erty, including but not limited to those conditions listed in Paragraph 9(C).
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<ul> <li>written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the displations is subject of litigation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution agreement between Buyer and Seller area dovised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies haved upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue fitigation series after a distribution is made.</li> <li>(D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not he liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit</li> </ul>			specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions increate) or following date or termination of the specific day of the state of the specific day of the specific
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385 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.			law will not be liable. Buyer and Seller agree that if any Broker or altiliated licensee is named in ingation regulating deposit
			monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

386 Buyer Initials: JF	ASC Page 7 of 9	Seller Initials: /M
	Produced with zipForm® by zipLogix 18070 Filtoon Mile Road, Fraser, Michigan 43028 <u>www.zipLogix.com</u>	Nutritional High

(B) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer: 387

1. Pall to make any additional payments as specified in Paragraph 2, OR

- 2. Purnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
- Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer. Including deposit monies:
- 1. On account of purchase price, OR

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- 2. As monies to be applied to Seller's damages. OR
- As liquidated damages for such default.
- (G) & SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED 395 396 DAMAGES.
- 397 (H) If Seller retains all sums paid by Buyer, including deposit montes, as liquidated damages pursuant to Paragraph 24(F) or (O), 398 Buyer and Seller are released from further liability or obligation and this Agreement is VOID. 399
- (1) Brokers and licensees are not responsible for unpaid deposits. 400
- 25. ARBITRATION OF DISPUTES (1-00)
- 401 Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration 402 by either Buyer or Seller, each purty will select a competent and disinterested arbitrator. The two so selected will select a third. If selec-403 tion of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common 404 405 Law Arbitration 42 Pa. C.S.A. §7341 et seq. This agreement to arbitrate disputes arising from this Agreement will survive settlement. 406 407 26, RELEASE (9-05) 408
- Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or 409 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and 410 all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in 411 412 413 default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer 414 415 of any right to pursue any remedies that may be available under law or equily. This release will survive settlement. 416
- 27. REAL ESTATE RECOVERY FUND (9-05) 417
- A Real Bstate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been 418 419 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-420 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania). 421
- 422 28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)
- Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be sat-423 isfied by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the par-424 ties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be 425 satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied 426 427 only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

428 29. NOTICE BEFORE SIGNING (4-14)

Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this 429 430 Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax 431 effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not 432 433 limited to, the Property's improvements, equipment, soll, tenancies, title and environmental aspects. Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties. WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return of this Agreement, and any addenda and amend-434 435 436 437 monte, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties. 438

#### 30. SPECIAL CLAUSES (4-14) 439

- Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA) 441
- Short Sale Addendum to Agreement of Sale (PAR Form SHS). 433
- Zoning Change Addendum to Agreement of Sale (PAR Form ZCA) 443
- 444 445
- 446

JF\_/ 447 Buyer Initials: \_\_\_\_

D

Seller Initials: \_

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<sup>(</sup>A) The following are part of this Agreement If checked: 440

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448	(B) Additional Terms:
449 450 451 452 453 454 455 455 456 457 458 459	Purchase of the property is contingent upon the successful application and producement of a Pennsylvania marijuana production and processing license. It is expected that the State of Pennsylvania will award licences within 60-90 days off the March 20, 2017, application deadline, but should the application process stretch beyond the Settlement Date, Seller will grant reasonable additional time for the State to award licences. The Seller acknowledges that the Buyer is expending a significant amount of money and capital to make such marijuana production and processing application to the State of Pennsylvania and the Seller agreeing to consent to reasonable additional time to complete Settlement is a material term of this agreement, and that the Buyer would not have entered into this agreement and expended such amounts on the application without such commitment.
460 461	
463	
463 464 465	JF /Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa, Code \$35.336.
466	Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
467 468	JF / Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.
469	BUYER Oim Fragiss DATE 03/02/2017
470	
471	Phone(s) (321) 576-7171 Fax Email jfrazier@nutritionalhigh.com .
472	BUYER DATE
473	
474	Mailing Address Pax Email
475	BUYER DATE
476	Mailing Address
477 478	AUTHORIZED REPRESENTATIVE Jim Frazier
170	Title CEO COMPANY NH Medicinals (Minnesota) Inc
481 482	Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336. Seller has received a statement of Seller's estimated closing costs before signing this Agreement.
484 485	VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 15 P.S. § 1311.
487	SELLER Ochn Madas DATE 3-3-17
	Mailing Address Po Box 360247, Strongsville, OH 44136
489	
490	SELLER DATE
491	Mailing Address
492	Phone(s) Fax Email
493	SELLER DATE
494	
495 496	
497	mill. Dunne Jank
498	COMPANY Adamsville Properties LLC ASC Page 9 of 9
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# Case 16-10923-TPA Doc 48-3 Filed 03/16/17 Entered 03/16/17 09:31:41 Desc Exhibit Exhibit A Page 10 of 11

	ADDENDUM	1		
	ebruary 28, 2017 Adamsville Propert			(Sellers) and
	oinals (Minnesota)		(Buvers)	on property located
at	3982 Main St, Ad	amsville, PA		
In consideration of full p				ane svatem
in consideration of full p purrently affixed in the b	vilding.	TTOL MITT TOS.	AG CUP OABLUGUA CY	and ayaban
		80 Cm	other persor	al property QM
Seller, at seller's expens	e shall remove the	XX Aon press	, security safe, As	ind shelving
units that ourrently remain	n in the building.			JF
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			Initials:JF	/
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## Case 16-10923-TPA Doc 48-3 Filed 03/16/17 Entered 03/16/17 09:31:41 Desc Exhibit Exhibit A Page 11 of 11

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

1	PROPERTY 3982 Main Street				
2					
	SELLER ADAMSVILLE PROPERTIES LLC				
4					
5	DATE OF AGREEMENT March 2, 2017				
6					
7		hat th	is Agreement of Sale is subj	ect to	the
8	bankruptcy court approval in the case of	E In z	e ADAMSVILLE PROPERTIES, LLC,	Banki	cuptey
10	Case No. 16-10923 TPA, pending before th	ie Uni	ted States Bankruptcy Court	for the	e Western
11	District of Pennsylvania (the "Order").	This	Agreement is not binding and	shall	be of no
12	force or effect unless and until the Orc	ier ha	s become final and nonappeal	able ap	proving
13	this Agreement in its totality without a	any ch	anges or alterations.		
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37		main u	schanged and in full force and effect.		
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39		JYER (	Jim Frazier NH MEDICINALS (Minnesota) Inc	DATE	03-13-2017
40			NH MEDICINALS (Minnesota) Inc	•	
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42		JYER		DATE	
43			<u></u>	<b></b> ,	
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45		JYER		DATE	
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		CH I FD	John Madas ADAMSVILLE PROPERTIES LLC	DATE	3-13-17
48			ADAMSVILLE PROPERTIES LLC		<u></u>
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			COPYRIGHT PENNSYLVANIA ASSOC	JATION OF	
	Pennsylvania Association of REALTORS'				6/01
	EMAX Hometown Realty, 369 Chestnut St Mcadville, PA 16335 home: (814)333-1141 Fax: Andrew Ba	callao			Untitled

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