

**AGREEMENT OF SALE**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

JAMES E. BIDDLE and CAROL J. BIDDLE, of Woodbury Township, Blair County, Pennsylvania, hereinafter referred to as SELLER,

AND

\_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as BUYER.

**BACKGROUND**

A. Seller owns real estate located in Woodbury Township, Blair County, Pennsylvania, containing approximately 22 acres, being Lot 1 of the Biddle Minor Subdivision, a portion of Blair County Tax Parcel No. 24.00-16.-010.00-000, as more particularly laid out in the attached Biddle Minor Subdivision (the “Real Estate”).

B. Seller has agreed to sell the Real Estate and the Buyer has agreed to purchase the same in accordance with the terms and provisions as follows:

NOW, THEREFORE in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. **TRANSFER OF PROPERTY.** At settlement, Seller will sell, assign, transfer, and deliver to Buyer the Real Estate by executing a special warranty deed to the same and Buyer shall purchase the same upon the terms and conditions as hereinafter set forth. Furthermore, Seller agrees to execute any other documents necessary to accomplish the transfer of the Property/Real Estate on or before settlement.

2. **TERMS.**

(a) The purchase price for the Property/Real Estate is \$\_\_\_\_\_, of which a \$20,000.00 deposit (the “Deposit”) is to be made upon execution of this Agreement, payable to Beiler-Campbell Auction Services, who shall act as escrow agent (the “Escrow Agent”), by check, wire transfer or other immediately available federal funds. The Deposit shall be held in a non-interest-bearing account and shall be applied against the Purchase Price at Closing by the settlement agent, subject to the provisions of this Agreement. The balance of the Purchase Price (subject to any adjustments or apportionments set forth in this Agreement and less the Deposit) shall be paid in cash, attorney’s escrow check, or bank funds at the time of settlement.

(a) Settlement shall occur not later than January 31, 2024.

(b) Settlement shall be held at the offices of McQuaide Blasko, Inc. or at another place mutually agreeable to the parties.

(c) Conveyance from Seller will be by deed of Special Warranty.

(d) Real estate transfer taxes will be paid in full by Buyer.

(e) County and municipal real estate taxes will be apportioned pro-rata on a calendar year basis and school real estate taxes on a fiscal year basis as of the date of settlement. Rents, water and sewer rentals, lienable municipal services and assessments, shall be apportioned pro-rata at settlement.

(f) The costs of preparation of the deed shall be paid by Seller. All remaining costs of settlement, including, but not necessarily limited to, title examination fees, title insurance (if applicable) and settlement recording fees for the deed shall be paid by Buyer.

### 3. TITLE.

(a) The Real Estate/Property is to be conveyed free and clear of all liens, encumbrances and easements, EXCEPTING HOWEVER, the following: existing building restrictions, ordinances, easements of roads, easements visible upon the ground, privileges or rights of public service companies, if any; otherwise, the title to the above described real estate shall be good and marketable or such as will be insured by a reputable title insurance company at the regular rates.

(b) In the event the Seller is unable to give a good and marketable title or such as will be insured by a reputable title company, subject to aforesaid, Buyer shall have the option of (i) taking such title as Seller can give with abatement of the Purchase Price in the amount (fixed or ascertainable) of any liens or encumbrances on the Property; or (ii) terminating this Agreement by written notice to Seller and Escrow Agent, in which event the Deposit shall be returned to Buyer, and there shall be no further liability of either of the parties hereunder, except for any provisions that may survive the termination of this Agreement as provided herein.

### 4. POSSESSION AND TENDER.

(a) Possession shall be delivered at the closing upon the disbursement of funds. The Property/Real Estate shall be delivered free of any other use or occupancy.

5. TIME OF THE ESSENCE. The said time of settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence.

### 6. REPRESENTATIONS.

(a) It is understood that Buyer has inspected the Real Estate/Property, agrees to purchase it as a result of such inspection and not because of or in reliance upon any representation

made by the Seller or any other officer, agent, representative or employee of Seller. Except for these representations and warranties expressly set forth in paragraph (b) below, the Buyer has agreed to purchase the Real Estate in its present condition, "**AS IS**".

(b) Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer also as of settlement:

(i) There are no parties in possession of any part of the Property/Real Estate, or lessees, tenants at sufferance, or trespassers. As of the Closing, there will be no leases from Seller to any third party in effect for any portion of the Real Estate/Property.

(ii) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, or (v) admitted in writing its inability to pay its debts as they come due.

(iii) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and regulations relating to the Property/Real Estate. Except for the obtaining of the Subdivision Approval for the Biddle Minor Subdivision, no approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any court or governmental authority is required in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions hereof and the consummation of the transaction contemplated hereby.

(iv) The Property/Real Estate, at the time of settlement, will be free and clear of any debris and garbage.

(v) The execution, delivery, and performance of this Agreement by Seller will not result in a violation or breach of any term or provision of, nor constitute a default under, any orders, rules, or regulations affecting Seller, or any mortgage, deed of trust, lease, sales agreement, or other contract or agreement to which Seller is a party or by which the Real Estate/Property or any portion thereof is bound.

(vi) Seller has not granted any rights of first refusal or options to purchase with respect to the Real Estate/Property, nor has Seller entered into any other presently effective purchase and sale agreements to sell the Real Estate/Property.

(vii) To Seller's knowledge, there are no judgments or pending legal or equitable actions or suits or administrative proceedings pending or overtly threatened against or affecting the Real Estate/Property (including, but not limited to, any pending or threatened condemnation or similar proceeding), or against Seller with respect to the Real Estate/Property.

(viii) Upon execution by Seller, this Agreement and the other documents and instruments delivered in accordance with this Agreement to which Seller is a party shall constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) The representations and warranties of Sellers shall be true at and as of the Settlement Date.

7. RISK OF LOSS. The Sellers assume the risk of loss, damage or destruction to the assets to be purchased hereunder by Buyer resulting from fire or other casualty to the date of settlement on this Agreement. In the event any such loss occurs prior to said date, either the Sellers or the Buyer shall have the right to terminate this Agreement, upon written notice to the Sellers, and upon such termination there shall be no further liability on the part of the Sellers or the Buyer hereunder.

8. DEFAULT BY BUYER OR SELLER. Should the Buyer violate or fail to fulfill and perform any terms or conditions of this Agreement, then in such case, Seller shall be released from all liability or obligations and this Agreement shall be null and void.

In the event that title to the Real Estate cannot be conveyed by Seller to Buyer at settlement in accordance with the requirements of this Agreement of Sale, Buyer shall have the option of taking such title as Seller can give, or of terminating this Agreement of Sale and being repaid all monies paid on account of the purchase price hereof. The foregoing shall be Buyer's sole remedy.

Should the Buyer violate or fail to fulfill any terms or conditions of this Agreement, then in such case, all deposit money and other sums paid by the Buyer on account of the purchase price, whether required by this Agreement or not, may be retained by the Seller:

- (a) On account of the purchase price; or
- (b) As monies to be applied to the Seller's damages; or
- (c) As liquidated damages for such breach, as the Seller may elect, and in the event that the Seller elect to retain the monies as liquidated damages, the Seller and Buyer shall be released from all further liability or obligations hereunder and this Agreement shall be null and void and all copies will be returned for cancellation.

9. EXECUTION IN COUNTERPARTS AND BY FACSIMILE OR DIGITAL COPY. It is understood and agreed that this Agreement may be executed in counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Agreement, even though all of the parties may not have executed the same counterpart. It is further agreed that a facsimile signature or digital copy thereof shall be acceptable and binding and shall be treated for all purposes in the same manner as an original signature.

10. BINDING AGREEMENT. This Agreement shall be binding upon the parties hereto, their heirs and assigns.

13. MISCELLANEOUS. The parties hereto acknowledge that the law firm of McQuaide Blasko is providing legal representation for, and has prepared this Agreement on behalf of Seller, and that said law firm is not providing legal representation to the Buyer. Buyer acknowledges that they have had the opportunity to review the terms of this Agreement with

legal counsel of their choice; and that they acknowledge their satisfaction with the terms of this Agreement, that it is being entered into freely and voluntarily by them, and that the execution of the Agreement is not the result of any duress or undue influence.

14. GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. ANY ACTION BROUGHT TO ENFORCE THIS AGREEMENT MUST BE BROUGHT IN BLAIR COUNTY, PENNSYLVANIA.

15. SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

16. AMENDMENT AND WAIVER. Any term of this Agreement may be amended with the written consent of the Parties. Any amendment or waiver affected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

17. NOTICES. For the purposes of notice being given under this Agreement, the addresses of the parties shall be as follows:

Seller: James E. and Carol J. Biddle  
498 Patience Place Lane  
Williamsburg, PA 16693

Buyer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. RECORDING. This Agreement shall not be recorded in the Office of the Recorder of Deeds, or in any other office or place of public record and, if Buyer shall record this Agreement or cause or permit the same to be recorded, Seller may, at Seller's option, elect to treat such act as a breach of this Agreement.

19. 20. CLEAN AND GREEN. Buyer agrees to keep the Real Estate enrolled in the Clean & Green Program following settlement, and to fully comply with said program. In the event this transaction or any post-settlement event occurs which results in roll back taxes under the Clean & Green Program, all such taxes and penalties shall be paid in full by Buyer and Buyer hereby agrees to indemnify Seller against any and all claims and liabilities for such taxes, including the cost of defense and legal fees. Buyer's agreement to indemnify Seller hereunder

shall survive settlement

Seller hereby transfers and assigns any and all of Seller's appeal rights related to any Clean & Green rollback taxes that may result from the transfer of the Real Estate/Property. Buyer hereby accepts the transfer and assignment granted by Seller of any and all of Seller's appeal rights related to any assessment for Clean & Green rollback taxes that may result from the transfer of the Real Estate/Property. Buyer shall indemnify and hold Seller harmless from and against any and all claims, damages, costs, liabilities, or losses arising from the transfer and assignment of any and all of Seller's appeal rights related to any assessment for Clean & Green rollback taxes that may result from the transfer of the property. The assignment and assumption of appeal rights in this paragraph shall survive closing and any termination of this Agreement.

21. CONDEMNATION. Any taking of the fee or any interest in the Property/Real Estate by or as a result of an exercise of the right of eminent domain by any governmental or other authority after the date of this Agreement and before settlement shall automatically void this Agreement.

22. BROKERS AND AGENTS. Seller and Buyer represent that they have dealt with no real estate brokers or agents in connection with this sale and that no brokers' or real estate commission is due any person on account of this sale. Each party agrees to indemnify and hold harmless the other, their heirs or assigns, from any such claims.

23. ASSIGNMENT. This Agreement shall be binding on the respective heirs, executors, administrators, successors and, to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller. On delivery to Seller of an instrument in writing whereby the assignee of the Buyer assume all of the provisions of this Agreement to be performed by Buyer, then, in that event, Buyer shall be released and discharged of all further liability hereunder.

24. ENTIRE AGREEMENT; HEADINGS. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. The headings of the sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

25. TAX DEFERRED EXCHANGE. Either party may consummate the purchase of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (i) the non-exchanging party shall be provided written notice of such Exchange and the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the exchange be a condition precedent or condition subsequent to Purchaser's obligations under this Agreement; (ii) the exchanging party shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (iii) the non-

exchanging party shall not be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange; and (iv) the exchanging party shall pay all additional costs (including legal fees) that would not otherwise have been incurred by Purchaser or Seller had the exchanging party not consummated its purchase through the Exchange. The non-exchanging party shall not by this agreement or acquiescence to the Exchange (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with §1031 of the Code.

THEREFORE, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

SELLERS

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JAMES E. BIDDLE

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CAROL J. BIDDLE

BUYERS

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**AGREEMENT OF SALE**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

JAMES E. BIDDLE and CAROL J. BIDDLE, of Woodbury Township, Blair County, Pennsylvania, hereinafter referred to as SELLER,

AND

\_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as BUYER.

**BACKGROUND**

A. Seller owns real estate located in Woodbury Township, Blair County, Pennsylvania, containing approximately 16.31 acres, being Lot 2 of the Biddle Minor Subdivision, a portion of Blair County Tax Parcel No. 24.00-16.-010.00-000, as more particularly laid out in the attached Biddle Minor Subdivision (the “Real Estate”).

B. Seller has agreed to sell the Real Estate and the Buyer has agreed to purchase the same in accordance with the terms and provisions as follows:

NOW, THEREFORE in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. **TRANSFER OF PROPERTY.** At settlement, Seller will sell, assign, transfer, and deliver to Buyer the Real Estate by executing a special warranty deed to the same and Buyer shall purchase the same upon the terms and conditions as hereinafter set forth. Furthermore, Seller agrees to execute any other documents necessary to accomplish the transfer of the Property/Real Estate on or before settlement.

2. **TERMS.**

(a) The purchase price for the Property/Real Estate is \$\_\_\_\_\_, of which a \$20,000.00 deposit (the “Deposit”) is to be made upon execution of this Agreement, payable to Beiler-Campbell Auction Services, who shall act as escrow agent (the “Escrow Agent”), by check, wire transfer or other immediately available federal funds. The Deposit shall be held in a non-interest-bearing account and shall be applied against the Purchase Price at Closing by the settlement agent, subject to the provisions of this Agreement. The balance of the Purchase Price (subject to any adjustments or apportionments set forth in this Agreement and less the Deposit) shall be paid in cash, attorney’s escrow check, or bank funds at the time of settlement.

(a) Settlement shall occur not later than January 31, 2024.

(b) Settlement shall be held at the offices of McQuaide Blasko, Inc. or at another place mutually agreeable to the parties.

(c) Conveyance from Seller will be by deed of Special Warranty.

(d) Real estate transfer taxes will be paid in full by Buyer.

(e) County and municipal real estate taxes will be apportioned pro-rata on a calendar year basis and school real estate taxes on a fiscal year basis as of the date of settlement. Rents, water and sewer rentals, lienable municipal services and assessments, shall be apportioned pro-rata at settlement.

(f) The costs of preparation of the deed shall be paid by Seller. All remaining costs of settlement, including, but not necessarily limited to, title examination fees, title insurance (if applicable) and settlement recording fees for the deed shall be paid by Buyer.

### 3. TITLE.

(a) The Real Estate/Property is to be conveyed free and clear of all liens, encumbrances and easements, EXCEPTING HOWEVER, the following: existing building restrictions, ordinances, easements of roads, easements visible upon the ground, privileges or rights of public service companies, if any; otherwise, the title to the above described real estate shall be good and marketable or such as will be insured by a reputable title insurance company at the regular rates.

(b) In the event the Seller is unable to give a good and marketable title or such as will be insured by a reputable title company, subject to aforesaid, Buyer shall have the option of (i) taking such title as Seller can give with abatement of the Purchase Price in the amount (fixed or ascertainable) of any liens or encumbrances on the Property; or (ii) terminating this Agreement by written notice to Seller and Escrow Agent, in which event the Deposit shall be returned to Buyer, and there shall be no further liability of either of the parties hereunder, except for any provisions that may survive the termination of this Agreement as provided herein.

### 4. POSSESSION AND TENDER.

(a) Possession shall be delivered at the closing upon the disbursement of funds. The Property/Real Estate shall be delivered free of any other use or occupancy.

5. TIME OF THE ESSENCE. The said time of settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence.

### 6. REPRESENTATIONS.

(a) It is understood that Buyer has inspected the Real Estate/Property, agrees to purchase it as a result of such inspection and not because of or in reliance upon any representation

made by the Seller or any other officer, agent, representative or employee of Seller. Except for these representations and warranties expressly set forth in paragraph (b) below, the Buyer has agreed to purchase the Real Estate in its present condition, "**AS IS**".

(b) Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer also as of settlement:

(i) There are no parties in possession of any part of the Property/Real Estate, or lessees, tenants at sufferance, or trespassers. As of the Closing, there will be no leases from Seller to any third party in effect for any portion of the Real Estate/Property.

(ii) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, or (v) admitted in writing its inability to pay its debts as they come due.

(iii) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and regulations relating to the Property/Real Estate. Except for the obtaining of the Subdivision Approval for the Biddle Minor Subdivision, no approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any court or governmental authority is required in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions hereof and the consummation of the transaction contemplated hereby.

(iv) The Property/Real Estate, at the time of settlement, will be free and clear of any debris and garbage.

(v) The execution, delivery, and performance of this Agreement by Seller will not result in a violation or breach of any term or provision of, nor constitute a default under, any orders, rules, or regulations affecting Seller, or any mortgage, deed of trust, lease, sales agreement, or other contract or agreement to which Seller is a party or by which the Real Estate/Property or any portion thereof is bound.

(vi) Seller has not granted any rights of first refusal or options to purchase with respect to the Real Estate/Property, nor has Seller entered into any other presently effective purchase and sale agreements to sell the Real Estate/Property.

(vii) To Seller's knowledge, there are no judgments or pending legal or equitable actions or suits or administrative proceedings pending or overtly threatened against or affecting the Real Estate/Property (including, but not limited to, any pending or threatened condemnation or similar proceeding), or against Seller with respect to the Real Estate/Property.

(viii) Upon execution by Seller, this Agreement and the other documents and instruments delivered in accordance with this Agreement to which Seller is a party shall constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) The representations and warranties of Sellers shall be true at and as of the Settlement Date.

7. RISK OF LOSS. The Sellers assume the risk of loss, damage or destruction to the assets to be purchased hereunder by Buyer resulting from fire or other casualty to the date of settlement on this Agreement. In the event any such loss occurs prior to said date, either the Sellers or the Buyer shall have the right to terminate this Agreement, upon written notice to the Sellers, and upon such termination there shall be no further liability on the part of the Sellers or the Buyer hereunder.

8. DEFAULT BY BUYER OR SELLER. Should the Buyer violate or fail to fulfill and perform any terms or conditions of this Agreement, then in such case, Seller shall be released from all liability or obligations and this Agreement shall be null and void.

In the event that title to the Real Estate cannot be conveyed by Seller to Buyer at settlement in accordance with the requirements of this Agreement of Sale, Buyer shall have the option of taking such title as Seller can give, or of terminating this Agreement of Sale and being repaid all monies paid on account of the purchase price hereof. The foregoing shall be Buyer's sole remedy.

Should the Buyer violate or fail to fulfill any terms or conditions of this Agreement, then in such case, all deposit money and other sums paid by the Buyer on account of the purchase price, whether required by this Agreement or not, may be retained by the Seller:

- (a) On account of the purchase price; or
- (b) As monies to be applied to the Seller's damages; or
- (c) As liquidated damages for such breach, as the Seller may elect, and in the event that the Seller elect to retain the monies as liquidated damages, the Seller and Buyer shall be released from all further liability or obligations hereunder and this Agreement shall be null and void and all copies will be returned for cancellation.

9. EXECUTION IN COUNTERPARTS AND BY FACSIMILE OR DIGITAL COPY. It is understood and agreed that this Agreement may be executed in counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Agreement, even though all of the parties may not have executed the same counterpart. It is further agreed that a facsimile signature or digital copy thereof shall be acceptable and binding and shall be treated for all purposes in the same manner as an original signature.

10. BINDING AGREEMENT. This Agreement shall be binding upon the parties hereto, their heirs and assigns.

13. MISCELLANEOUS. The parties hereto acknowledge that the law firm of McQuaide Blasko is providing legal representation for, and has prepared this Agreement on behalf of Seller, and that said law firm is not providing legal representation to the Buyer. Buyer acknowledges that they have had the opportunity to review the terms of this Agreement with

legal counsel of their choice; and that they acknowledge their satisfaction with the terms of this Agreement, that it is being entered into freely and voluntarily by them, and that the execution of the Agreement is not the result of any duress or undue influence.

14. GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. ANY ACTION BROUGHT TO ENFORCE THIS AGREEMENT MUST BE BROUGHT IN BLAIR COUNTY, PENNSYLVANIA.

15. SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

16. AMENDMENT AND WAIVER. Any term of this Agreement may be amended with the written consent of the Parties. Any amendment or waiver affected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

17. NOTICES. For the purposes of notice being given under this Agreement, the addresses of the parties shall be as follows:

Seller: James E. and Carol J. Biddle  
498 Patience Place Lane  
Williamsburg, PA 16693

Buyer: \_\_\_\_\_  
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\_\_\_\_\_

18. RECORDING. This Agreement shall not be recorded in the Office of the Recorder of Deeds, or in any other office or place of public record and, if Buyer shall record this Agreement or cause or permit the same to be recorded, Seller may, at Seller's option, elect to treat such act as a breach of this Agreement.

19. 20. CLEAN AND GREEN. Buyer agrees to keep the Real Estate enrolled in the Clean & Green Program following settlement, and to fully comply with said program. In the event this transaction or any post-settlement event occurs which results in roll back taxes under the Clean & Green Program, all such taxes and penalties shall be paid in full by Buyer and Buyer hereby agrees to indemnify Seller against any and all claims and liabilities for such taxes, including the cost of defense and legal fees. Buyer's agreement to indemnify Seller hereunder

shall survive settlement

Seller hereby transfers and assigns any and all of Seller's appeal rights related to any Clean & Green rollback taxes that may result from the transfer of the Real Estate/Property. Buyer hereby accepts the transfer and assignment granted by Seller of any and all of Seller's appeal rights related to any assessment for Clean & Green rollback taxes that may result from the transfer of the Real Estate/Property. Buyer shall indemnify and hold Seller harmless from and against any and all claims, damages, costs, liabilities, or losses arising from the transfer and assignment of any and all of Seller's appeal rights related to any assessment for Clean & Green rollback taxes that may result from the transfer of the property. The assignment and assumption of appeal rights in this paragraph shall survive closing and any termination of this Agreement.

21. CONDEMNATION. Any taking of the fee or any interest in the Property/Real Estate by or as a result of an exercise of the right of eminent domain by any governmental or other authority after the date of this Agreement and before settlement shall automatically void this Agreement.

22. BROKERS AND AGENTS. Seller and Buyer represent that they have dealt with no real estate brokers or agents in connection with this sale and that no brokers' or real estate commission is due any person on account of this sale. Each party agrees to indemnify and hold harmless the other, their heirs or assigns, from any such claims.

23. ASSIGNMENT. This Agreement shall be binding on the respective heirs, executors, administrators, successors and, to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller. On delivery to Seller of an instrument in writing whereby the assignee of the Buyer assume all of the provisions of this Agreement to be performed by Buyer, then, in that event, Buyer shall be released and discharged of all further liability hereunder.

24. ENTIRE AGREEMENT; HEADINGS. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. The headings of the sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

25. TAX DEFERRED EXCHANGE. Either party may consummate the purchase of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (i) the non-exchanging party shall be provided written notice of such Exchange and the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the exchange be a condition precedent or condition subsequent to Purchaser's obligations under this Agreement; (ii) the exchanging party shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (iii) the non-

exchanging party shall not be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange; and (iv) the exchanging party shall pay all additional costs (including legal fees) that would not otherwise have been incurred by Purchaser or Seller had the exchanging party not consummated its purchase through the Exchange. The non-exchanging party shall not by this agreement or acquiescence to the Exchange (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with §1031 of the Code.

THEREFORE, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

SELLERS

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JAMES E. BIDDLE

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CAROL J. BIDDLE

BUYERS

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