

TERMS AND CONDITIONS OF SALE

The following Terms and Conditions of Sale apply to the sale of two (2) separate tracts of real estate located at 6078 Route 309, Germansville (Heidelberg Township), Lehigh County, Pennsylvania, with parcel identification # 10-544958825515 1; and NS Route 309, Germansville (Heidelberg Township), Lehigh County, Pennsylvania, with parcel identification # 544969429289 1 (the "Property"):

1. The two (2) tracts of real estate will be sold as an entirety.
2. The property to be sold is described on the last Deed of record attached as Exhibit "A".
3. The real estate is being offered on the condition that the sale and settlement is approved by the Court of Common Pleas of Lehigh County, Pennsylvania.
4. The real estate is being offered with reserve, and the Seller reserves the right to reject any and all bids.
5. Should the Seller accept the highest bid, the successful bidder shall be required to execute the attached Purchaser's Agreement immediately after being declared the highest and best bidder. At that time, unless otherwise agreed in writing by Seller or their representative, Twenty Five Thousand Dollars (\$25,000) shall be paid by Purchaser to the Seller, in cash, check, or credit card, as a deposit towards the purchase price.
6. There is no financing contingency for the purchase of the Property. This sale is not contingent upon the Purchaser's ability to obtain a loan.
7. The Purchaser(s) shall immediately insure their interest in the property following the auction, in the event that they are the highest and best bidder for the property.

8. In the event the highest bidder fails to sign the attached Purchaser's Agreement, the Auctioneer shall immediately re-expose the property for sale and sell the property to the next highest and best bidder, if the price is acceptable to the Seller, in which event the prior high bidder who failed to sign the Purchaser's Agreement shall be liable for the difference between the amount bid by him/her and the amount for which the premises are subsequently sold and any subsequent damages including attorney's fees and costs.

9. The successful bidder shall not be obligated to complete the sale unless Seller provides, at the time of settlement, a title free and clear of all liens, charges and encumbrances, and which will be marketable, subject only to the restrictions and conditions of record, visible, recorded or implied easements, zoning ordinances, land subdivision regulations, building restrictions, local regulations, easements of roads and utilities. Title shall be insurable by a reputable Title Insurance Company, and conveyed by Special Warranty Deed.

10. Settlement shall be made within forty-five (45) days of the signing of the attached Purchaser's Agreement. Time is of the essence. Time for settlement may be extended by Seller for purposes of obtaining approval of sale from the Lehigh County Court of Common Pleas.

11. Possession of the premises shall be given at the time of settlement.

12. All real estate taxes, charges and assessments for 2019 and prior years shall be paid by the Seller. Real estate taxes for 2020 shall be apportioned to the date of settlement.

13. The cost of preparing and recording of the deed and payment of the Pennsylvania and local realty transfer taxes shall be paid by the Purchaser.

14. A buyer's premium equal to ten percent (10%) of the highest and best bid shall be added to the highest and best bid and is due and payable to the auctioneers on or before the

settlement date. The buyer's premium does not create any agency relationship between Purchaser and auctioneers. The auctioneers are the agent of the Seller only. Purchaser agrees to these provisions and will pay the applicable buyer's premium.

15. Settlement will be made in Lehigh County at a location to be determined by Seller.

16. All buildings, improvements, rights, liberties and privileges with the appurtenances are included in the sale, as well as all electrical fixtures and heating and plumbing systems. All personal property items on Property on day of auction will be assumed by Purchaser, and will be Purchaser's responsibility. Items of personal property specifically excluded from the sale are as follows:

(a) Farm machinery; and

(b) Bales located in bank barn.

17. After execution of the Purchaser's Agreement, if Purchaser fails to perform according to the terms of the Conditions of Sale, the Seller may retain the down payment as liquidated damages. This remedy is in addition to any other remedies provided by law and the Seller may, with or without notice to the Purchaser, resell the premises at either public or private sale. Purchaser shall be liable for all expenses related to its failure to settle on the Property including all attorney's fees and court costs.

18. The Sellers shall not be liable for any damages for failure to convey a valid title for any reason beyond their control, and in such event, the Purchaser(s) shall be entitled to receive a refund of the down payment, but shall have no further rights of action against the Sellers.

19. The Purchaser(s) acknowledge that the Purchaser(s) have had the opportunity to inspect the physical condition of the property to the extent deemed necessary by the Purchaser(s), and the Purchaser(s) agree that neither the Sellers nor anyone on the Sellers'

behalf has made any representation or warranty with respect to the physical condition of the property or otherwise, except as expressly stated in this Agreement, and Purchaser(s) agree to purchase the property "as is" in its present condition without limiting the generality of the foregoing, Purchaser(s) expressly agree that Sellers have made no warranties, express or implied, with respect to the suitability of the property for any particular purpose or with respect to the condition thereof. The sale is not contingent upon an inspection or investigation of any zoning, environmental, or other issues related to the property. Purchaser must consider these issues prior to bidding at the auction. The Property is believed to be subject to an Agricultural Easement.

20. This auction and agreement shall be governed under Pennsylvania law. In the event that the parties hereto, or any one of them, litigate any actual or potential breach of the Purchaser's Agreement or any claim arising from this auction, the parties hereto stipulate and agree to jurisdiction and venue in Lehigh County, Pennsylvania.

21. No advertisements, brochures, or statements of the auctioneers or Seller are included as part of these Terms and Conditions of Sale.

22. Purchaser releases, quit claims, and forever discharges Seller, Auctioneers, their licenses, employees, and any officer or partner of any one of them from any and all claims, losses, or demands, arising from the marketing, auction, purchase, defects, or conditions related to the Property and this transaction. This release will survive settlement.

PURCHASER

CAROL WRIGHT, WRIGHT ADVOCACY AND GUARDIANSHIP
ASSOCIATES AS GUARDIAN OF DOROTHY ARNDT

BY: _____

Carol Wright,

Guardian of the Estate of Dorothy Arndt

“Seller”

Auctioneers: Willing Bering, Robert Bering, Bering Real Estate Co.

Auction License Number AU005699

NAME OR NAMES IN WHICH TITLE IS TO BE TAKEN:

EXHIBIT "A"

ALL THAT CERTAIN message, tenement and two (2) tracts of land situate in the Township of Heidelberg, County of Lehigh, and State of Pennsylvania, bounded and described as follows:

TRACT NO. 1. BEGINNING at a corner; thence by land now or late of Edgar Moyer, South thirty-six (36) degrees East six and six tenths (6.6) perches and South fifteen (15) degrees West one hundred and thirty-one (131) perches to a corner; thence by land now or late of Tilghman Sell, North seventy (70) degrees West seventeen and one-half (17½) perches, South ten (10) degrees East nine (9) perches and nine-tenths (.9) to a corner; thence by land now or late of Alvin J. Snyder, South eighty (80) degrees West twenty-two (22) perches and nine-tenths (.9) to a corner; thence by land now or late of Calvin Krauss, North twenty-three (23) degrees and one-half (½) West forty-seven and three-fourths (47-3/4) perches; thence North six (6) degrees West one hundred and three (103) perches and thence East twenty-four (24) perches and seven tenths (.7); thence South eighty-two (82) degrees East seventy-eight (78) perches to the place of BEGINNING.

TRACT NO. 2. BEGINNING at a stone; thence along other lands now or late of said Edwin Kerschner, North ten (10) degrees West nine and nine-tenths (9.9) perches to a stone near a white oak; thence by land of the same South sixty-nine and three quarters (69-3/4) degrees West seventeen and one-half (17½) perches to a stone; thence along other lands of the said Tilghman Sell, South fifteen (15) degrees West nine and nine-tenths (9.9) perches to a stone; thence by land of the same North sixty-four (64) degrees West fourteen (14) perches and twelve hundredths (.12) to the place of BEGINNING.