CONDITIONS OF SALE AND PURCHASE AGREEMENT

This CONDITIONS OF SALE AND PURCHASE AGREEMENT (this "Agreement") is made and entered into as of December 5th, 2026, by and between:

NAME (Seller): Vince Marandola and Leya Marandola

ADDRESS: 971 Mount Eyre Road, Washington Crossing, Pennsylvania, 18977

and

NAME (Purchaser): _____

ADDRESS: _____

In consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. Public Auction. This Agreement provides for the sale and conveyance of real property offered at public auction (the "Auction") on even date herewith by H.K. Keller, PA License AY-002116 ("Auctioneer").

2. The Property. The real property subject to this Agreement (the "Property") is, as follows:

Street: 971 Mt Eyre Rd, Washington Crossing, PA 18977, USA

Municipality: Upper Makefield Township

County: Bucks

State: Pennsylvania

Zip Code: 18977

Property Identification Number: 47-027-001

Total acreage of the Property is approximately 0.97 acres, more or less. Seller believes the amount of acreage of the Property to be accurate, but neither Seller nor Auctioneer makes any representation or warranty as to the actual acreage amount. Purchaser acknowledges and agrees that Purchaser has had the opportunity to verify acreage prior to the Auction, by survey or otherwise, and Buyer waives any and all claims as against Seller and Auctioneer regarding, or in any way respecting, the actual acreage of the Property.

3. High Bid. Purchaser was the successful high bidder for the Property at the Auction, entering a bid in the amount of _____ Dollars ($ _____) (the "Winning Bid Amount").

4. Sale and Purchase of the Property. Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for a total purchase price of _____ Dollars ($ _____) (the "Purchase Price"), comprised of the Winning Bid Amount plus a buyer's premium in an amount equal to Ten Percent (10%) of the Winning Bid Amount (the "Buyer's Premium"). Real estate transfer tax shall be calculated on the total Purchase Price (i.e., the Winning Bid Amount plus the Buyer's Premium).

5. Payment of Purchase Price. The Purchase Price shall be paid, as follows:

(i) Deposit. A deposit in cash, certified funds, or by approved check paid by Purchaser to Auctioneer on the signing of this Agreement (the "Deposit") in the amount of: $50,000.00.

(ii) Balance of Purchase Price. The balance of the Purchase Price shall be paid in cash or by certified funds at the Closing (as defined below).

6. Escrow. The Deposit shall be held by Auctioneer in a non-interest bearing account. While holding the Deposit, Auctioneer shall be referred to as the "Escrow Agent." The parties acknowledge that Escrow Agent acts at the request and convenience of the parties. When acting in such capacity Escrow Agent shall not be deemed to be the agent of either of the parties hereto and Escrow Agent shall not be liable to either of the parties for any acts or omissions of Escrow Agent unless taken or suffered in bad faith, in willful disregard of this Agreement, or involving gross negligence. Seller and Purchaser shall, jointly and severally, indemnify, defend and hold Escrow Agent harmless from and against all costs, claims, and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to acts or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement, or involving gross negligence on the part of Escrow Agent. In no event shall Escrow Agent be liable for unearned interest with respect to the Deposit. In the event that Purchaser defaults under this Agreement, Auctioneer shall be entitled to retain any and all amounts owing to Auctioneer from Seller, including, without being limited to, Auctioneer's expenses and commission, prior to distributing any remaining portions of the Deposit to Seller or otherwise disbursing such monies.

7. Closing. Unless otherwise agreed in writing, the settlement at which Purchaser shall pay the balance of the Purchase Price and Seller shall sell, transfer, and convey the Property to Purchaser (the "Closing") shall occur on or before Friday, January 22, 2027, at a location mutually agreed to by Seller and Purchaser. The actual date on which the Closing occurs shall be the "Closing Date." Purchaser shall provide Seller with written notice of the Closing Date not less than five (5) business days in advance thereof.

8. Deed. At the Closing, on Purchaser's payment of the entire Purchase Price, Seller shall deliver a special warranty deed for Purchaser.

9. Title. The Property shall be conveyed and transferred at the Closing free and clear of any and all liens, encumbrances, and easements, excepting, however, existing (i) building restrictions, (ii) ordinances, (iii) easements of roads, (iv) easements, privileges, or rights of public service companies, (v) easements or servitudes visible upon the ground or apparent from an inspection of the Property, (vi) any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters that might be disclosed by an accurate survey of the Property, and (vii) covenants, restrictions, and easements recorded in the Office of the Recorder of Deeds for Bucks County, Pennsylvania. In the event Seller is unable to convey and transfer good and marketable title to the Property as required hereunder, Purchaser shall have the option of taking such title as Seller can convey with an abatement in the purchase price in an amount equal to the balance of any outstanding liens and/or encumbrances, and with the right to pay said amount to any lienholder or encumbrance holder in release of the Property from such liens and/or encumbrances, or, in the alternative, of declaring this Agreement null and void. In such latter event, this Agreement shall be null and void and the parties herein released from further liability to each other.

10. Title Agent. Purchaser shall be responsible for any and all fees or costs payable to any title agent conducting or attending the Closing, or who performs a title search or prepares a title report.

11. Survey. Any survey that is necessary or desired shall be secured and paid for by Purchaser.

12. Possession. Possession is to be transferred, with the keys, at the closing.

13. Transfer Taxes. All real estate transfer taxes will be paid by Purchaser.

14. Apportionment. Taxes and all other periodic realty costs, if any, shall be apportioned pro rata as of the Closing Date. All taxes shall be considered to be on a calendar year basis, with the exception of school taxes, which will be pro-rated on a fiscal year basis. Seller will pay for all days up to and including the Closing Date, and Purchaser will pay for all days following the Closing Date.

15. Personal Property; Fixtures. Any personal property remaining on the property at settlement transfers with the real property.

16. No Contingencies. This Agreement, and the transactions contemplated hereunder, are not subject to any contingencies, including mortgage or inspection contingencies. Purchaser understands that any and all required or needed repairs, inspections, surveys, or permits are strictly and solely Purchaser's expense and obligation.

17. Insurable Interest. To the extent that Purchaser may have any equitable or insurable interest in the Property, Purchaser will take appropriate steps to protect the same. Notwithstanding the foregoing, should the Property be damaged by calamity after the date hereof, but before Closing, Seller, may, at the Seller's sole option, declare this Agreement null and void, and, on the return of the Deposit to Purchaser, the parties shall have no further liability to each other.

18. Property Sold AS IS, WHERE IS, and WITH ALL FAULTS AND DEFECTS. Purchaser acknowledges and agrees that the Property, including the real estate and any personal property and fixtures conveying with the real estate, is sold "AS IS" and "WHERE IS," in its current condition, "WITH ALL FAULTS AND DEFECTS," and Purchaser hereby releases and forever discharges Seller and Auctioneer from any and all claims liabilities, losses, damages, costs, and expenses resulting therefrom or in connection therewith. Purchaser acknowledges and agrees that Purchaser has not relied on any representation, claim, oral understanding, advertising, promotional activity, brochure, or plan of any kind made by the Seller, or by Auctioneer, in connection with this Agreement or Seller's purchase of the Property. Seller and Auctioneer make no representations, warranties or guarantees, express or implied, written or oral, of any kind whatsoever. Purchaser acknowledges and agrees that Purchaser has relied solely on Purchaser's own personal investigations and inspections relative to bidding on and purchasing the Property.

19. Opportunity for Inspection; Inspections Waived. Purchaser acknowledges and agrees that Purchaser has had the opportunity to view and inspect the property prior to bidding; and Purchaser further acknowledges and agrees that the following inspections are not material to Purchaser's purchase of the Property, and are waived, and that Purchaser shall purchase the Property regardless of whether serious or substantial deficiencies are revealed by reason of any such inspections subsequently commissioned by or on behalf of Purchaser:

(i) Termite/Pest/Wood Infestation Inspection;

(ii) Radon Test;

(iii) Structural (including roof and foundation);

(iv) Electrical Inspection;

(v) Plumbing Inspection;

(vi) Heating System Inspection;

(vii) Water analysis to determine potability;

(viii) Percolation inspection to determine use of Property in conjunction with PA Sewage Facilities Act;

(ix) Septic/Sewage Disposal System;

(x) Inspections to determine environmental hazards and/or toxic wastes or substances;

(xi) Wetland Studies; and

(xii) Lead Testing.

PURCHASER HEREBY RELEASES, QUIT CLAIMS AND FOREVER DISCHARGES AND RELEASES SELLER AND AUCTIONEER FROM ANY AND ALL CLAIMS, LOSSES OR DEMANDS, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES AND PROPERTY DAMAGE AND ALL OF THE CONSEQUENCES THEREOF, WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM THE PRESENCE OF TERMITES OR OTHER WOOD-BORING INSECTS, RADON, LEAD-BASED PAINT HAZARDS, ENVIRONMENTAL HAZARDS, ANY DEFECTS IN THE INDIVIDUAL ON-LOT SEWAGE DISPOSAL SYSTEM OR DEFICIENCIES IN ANY ON-SITE WATER SERVICE SYSTEM, OR ANY DEFECTS OR CONDITIONS ON THE PROPERTY. THIS DISCHARGE AND RELEASE WILL SURVIVE CLOSING.

20. Environmental Issues. Neither Seller nor any agent or representative of Seller has made any representations as to any environmental, health or safety conditions that which exists or may arise at the Property. Purchaser assumes responsibility for any and all clean-up costs, and will indemnify Seller, and hold Seller harmless, with respect to the same.

21. Water and Sewage Systems. The Property is serviced by on-site water and sewage systems. Purchaser understands, acknowledges, and agrees that a municipal sewer system is not available to the Property.

22. Zoning. Purchaser acknowledges and agrees that Purchaser is not relying on any representations by Seller or Auctioneer concerning the zoning classification of the Property, and that it is Purchaser's responsibility to contact the appropriate officials to determine the zoning classification of the Property and the uses permitted thereon.

23. Compliance. Purchaser understands and agrees that any and all requirements needed for compliance with all federal, state, or local laws, ordinances, inspections, permits, zoning, or occupancy are strictly and solely Purchaser's responsibility at Purchaser's sole cost and expense.

24. Purchaser's Default. If Purchaser fails to comply with the terms and conditions of this Agreement, seller may retain the Deposit as liquidated damages (and not as a penalty), and, thereafter, Seller may proceed to make a resale of the Property, either at public or private sale. Seller may also retain the Deposit to be applied against damages suffered on account of Purchaser's breach, and Seller may pursue any and all remedies available to Seller at law or equity, including, without being limited to, the costs and expenses of a resale of the Property, and any and all attorneys' fees incurred as a consequence of Purchaser's breach.

25. Seller's Default. Subject to the provisions of Section 9 of this Agreement regarding a possible abatement in the Purchase Price if Seller is unable to deliver good and marketable title to the Property, if Seller defaults under this Agreement, Purchaser's sole and exclusive remedy shall be the return of the Deposit. Under no circumstances shall Purchaser be entitled to specific performance of this Agreement.

26. Recording. This Agreement shall not be recorded in the Office for the Recorder of Deeds or in any other office or place of public record, and if Purchaser causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

27. Assignment. This Agreement may not be assigned or transferred by Purchaser without the prior written consent of Seller.

28. Binding Effect. Subject to the restriction on Purchaser's assignment of this Agreement as set forth in Section 28 hereof, this Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns as the case may be.

29. Time of the Essence. Time is of the essence in the performance of this Agreement

30. Fair Housing Statement. Under and pursuant to the Federal Fair Housing Law, 42 U.S.C.A. 3601, it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, disability or national origin; or to discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

31. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and supersedes any and all prior written or oral understandings or agreements and any and all contemporaneous oral understandings or agreements with respect to the subject matter of this Agreement.

32. Amendment. This Agreement may only be modified or amended by a writing signed by both parties.

33. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, including its statutes of limitations, but without regard to its rules governing conflict of laws.

34. Jurisdiction and Venue. All claims, disputes, and other matters between the parties shall be brought in the state or federal courts sitting in and for Bucks County, Pennsylvania, which courts shall have exclusive jurisdiction, and shall be the exclusive venue, for any and all such claims, disputes, and other matters between the parties.

35. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

_____ By initialing here, I as the Purchaser, have read and understand or have had the opportunity to read this REALTY PURCHASE AND SALE AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the date first written above.

SELLER:

_____
Vince Marandola

_____
Leya Marandola

PURCHASER:

_____
Name of Buyer