

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE A/S-C
This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER
BROKER (Company) ADDRESS PHONE FAX
BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable:
OR
Broker is NOT the Agent for Seller and is a/an: [] AGENT FOR BUYER [] TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER
BROKER (Company) ADDRESS PHONE FAX
BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable:
OR
Broker is NOT the Agent for Buyer and is a/an: [] AGENT FOR SELLER [] SUBAGENT FOR SELLER [] TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

- 1. This Agreement, dated _____ is between SELLER(S): _____, called "Seller," and BUYER(S): _____, called "Buyer."
2. PROPERTY. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase: ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as: _____ in the _____ of _____ County of _____, Commonwealth of Pennsylvania, Zip Code _____ Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) _____
3. TERMS (10-01)
(A) Purchase Price _____ U.S. Dollars which will be paid to Seller by Buyer as follows:
(1) Cash or check at signing this Agreement: _____ \$ _____
(2) Cash or check within _____ days of the execution of this Agreement: _____ \$ _____
(3) _____ \$ _____
(4) _____ \$ _____
(5) Cash, cashier's or certified check at time of settlement: _____ \$ _____
TOTAL \$ _____
(B) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here: _____
(C) Seller's written approval on or before: _____
(D) Settlement to be on _____, or before if Buyer and Seller agree.
(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
(G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes (see Notices and Information Regarding Tax Proration); rents; interest on mortgage assumptions; condominium fees, if any; water and/or sewer fees, if any; together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____
(H) Buyer shall reimburse Seller for the actual costs of any remaining heating, cooking or other fuels stored on the Property at the time of settlement, unless otherwise stated here: _____
4. FIXTURES & PERSONAL PROPERTY (1-00)
(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below. Also included: _____
(B) LEASED items: _____
(C) EXCLUDED fixtures and items: _____
5. SPECIAL CLAUSES:
(A) The following are part of this Agreement if checked:
[] _____ [] _____
[] _____ [] _____
(B) SPECIAL PROVISIONS (IF ANY): _____

Buyer Initials: _____ A/S-C Page 1 of 5 Seller Initials: _____

60 **6. POSSESSION (5-01)** 60

61 (A) Possession is to be delivered by deed, keys and: 61

62 1. Physical possession to vacant Property free of debris, with all structures broom clean, at day and time of settlement UNLESS other- 62

63 wise stated here: _____, AND/OR 63

64 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is leased at the execu- 64

65 tion of this Agreement or unless otherwise specified here: _____ 65

66 _____ 66

67 Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of signing this Agreement if Property is leased. 67

68 (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without writ- 68

69 ten consent of the Buyer. 69

70 **7. DATES/TIME IS OF THE ESSENCE (5-01)** 70

71 (A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are 71

72 hereby agreed to be of the essence of this Agreement. 72

73 (B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement 73

74 was executed and including the last day of the time period. 74

75 (C) The date of settlement is not extended by any other provision of this Agreement and may only be extended by written agreement of the parties. 75

76 **8. FINANCING CONTINGENCY (5-01)** 76

77 WAIVED. This sale is NOT contingent on financing. 77

78 ELECTED 78

79 (A) This sale is contingent upon Buyer obtaining financing as follows: 79

80 1. Amount of loan \$ _____ 80

81 2. Minimum Term _____ years 81

82 3. Type of loan _____ 82

83 4. **Buyer agrees to accept the interest rate as may be committed by the lender**, not to exceed a maximum interest rate of _____%. 83

84 (B) Within 10 days of the execution of this Agreement, Buyer will make a completed, written application to a responsible lender according to 84

85 the terms above. **The Broker for Buyer, if any, otherwise the Broker for Seller, is authorized to communicate with the lender for the** 85

86 **purposes of assisting in the loan process.** 86

87 (C) 1. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller. 87

88 2. **Financing commitment date** _____. Unless 88

89 otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, all deposit 89

90 monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. Buyer will be respon- 90

91 sible for any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premi- 91

92 ums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR 92

93 any appraisal fees and charges paid in advance to lender. 93

94 **9. ZONING CLASSIFICATION (5-01)** 94

95 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} 95

96 is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, 96

97 any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action. 97

98 **Zoning Classification:** _____ 98

99 **10. ZONING CONTINGENCY (5-01)** 99

100 WAIVED 100

101 ELECTED. Within _____ days of the execution of this Agreement by all parties, Buyer will verify that the proposed use of the Property 101

102 as _____ is permitted. In the event the proposed use is not permitted, **Buyer will, within the time** 102

103 **given for verification**, notify Seller in writing that the proposed use of the Property is not permitted and Buyer will (check only one): 103

104 **Option 1. Within the time for verifying the zoning classification**, notify Seller, in writing, of Buyer's decision of proceed with the 104

105 purchase of the Property or terminate the Agreement. Should Buyer elect to terminate the Agreement all deposit monies paid on 105

106 account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. **Failure of Buyer to provide writ-** 106

107 **ten notice of Buyer's decision will constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the** 107

108 **RELEASE set forth in paragraph 25 of this Agreement.** 108

109 **Option 2.** Make application for approval (or variance/non-conforming use/conditional use/special exception) from _____ 109

110 _____ (municipality) to use the Property as _____ 110

111 (proposed use). 111

112 (A) Such application will be made on or before _____. 112

113 (B) Buyer will pay for applications, legal fees, engineering and any other cost associated with obtaining approval. 113

114 (C) If the municipality requires the application to be signed by the current owner, Seller agrees to do so. 114

115 (D) If a final, unappealable approval is not obtained by _____, all deposit 115

116 monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. 116

117 **11. STATUS OF WATER (5-01)** 117

118 Seller represents that Property is served by: 118

119 Public water 119

120 On-site water 120

121 Community Water 121

122 None 122

123 _____ 123

124 Seller further warrants that the system(s) is/are fully paid for as of the execution date of this Agreement. 124

125 **12. STATUS OF SEWER (5-01)** 125

126 Seller represents that Property is served by: 126

127 Public Sewer 127

128 Community Sewage Disposal System 128

129 Off-Property Sewage Disposal System 129

130 Individual On-Lot Sewage Disposal System (See Sewage Notice 1) 130

131 Individual On-Lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable) 131

132 Ten-acre Permit Exemption (See Sewage Notice 2) 132

133 Holding Tank (See Sewage Notice 3) 133

134 None (See Sewage Notice 1) 134

135 None Available (See Sewage Notice 5 or Sewage Notice 6, as applicable) 135

136 _____ 136

137 Seller further warrants that the system(s) is/are fully paid for as of the execution date of this Agreement. 137

138 _____ 138

139 _____ 139

140 **Buyer Initials:** _____ **A/S-C Page 2 of 5** **Seller Initials:** _____ 140

- 141 **13. PROPERTY DEFECTS DISCLOSURE (10-01)** 141
- 142 (A) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been con- 142
143 taminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other 143
144 environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlori- 144
145 nated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and 145
146 (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, 146
147 surface water, or ground water. 147
- 148 (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 148
149 construction, engineering, or environmental matters; and (3) Has not made and will not make any representations or warranties nor con- 149
150 duct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to 150
151 those conditions listed in paragraph 13(A). 151
- 152 (C) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and 152
153 court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's 153
154 occupation of the Property including without limitation any condition listed in paragraph 13(A). 154
- 155 (D) The provisions of this Section will survive the performance of this Agreement. 155
- 156 **14. NOTICES AND ASSESSMENTS (5-01)** 156
- 157 (A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or owner association assessments 157
158 have been made against the Property which remain unpaid and that no notice by any government or public authority has been served 158
159 upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances 159
160 which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains 160
161 uncorrected, unless otherwise specified here: _____ 161
162 _____ 162
- 163 (B) Seller knows of no other potential notices (including violations) and assessments except as follows: _____ 163
164 _____ 164
- 165 (C) Any notice of improvements or assessments received on or before the date of Seller's acceptance of this Agreement, unless improve- 165
166 ments consist of sewer or water lines not in use, shall be the responsibility of the Seller; any notices received thereafter shall be the 166
167 responsibility of the Buyer. 167
- 168 (D) If required by law, Seller will deliver to Buyer, on or before settlement, a certification from the appropriate municipal department or 168
169 departments disclosing notice of any uncorrected violation of zoning, building, safety, or fire ordinances. 169
- 170 (E) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation. 170
- 171 **15. TITLE AND COSTS (1-00)** 171
- 172 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: 172
173 existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements 173
174 visible upon the ground, easements of record, privileges or rights of public service companies, land use restrictions pursuant to property 174
175 enrollment in a preferential tax program if any; otherwise the title to the above described real estate will be good and marketable and such 175
176 as will be insured by a reputable Title Insurance Company at the regular rates. 176
- 177 (B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Insurance Company at 177
178 the regular rates, as specified in paragraph 15(A), Buyer will have the option of: (1) Taking such title as Seller can give, with no change 178
179 to the selling price; or (2) Being repaid all monies paid by Buyer to Seller on account of purchase price and being reimbursed by Seller 179
180 for any costs incurred by Buyer for those items specified in paragraph 15(C) and in paragraph 15(D) items (1), (2), (3), in which case 180
181 there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID. 181
- 182 (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an 182
183 adequate legal description of the Property (or the correction thereof), will be secured and paid for by Seller. However, any survey or 183
184 surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer. 184
- 185 (D) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance or fee for cancellation of same, if any; 185
186 (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, and cancellation fees, if any; (3) Appraisal fees 186
187 and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals. 187
- 188 **16. COAL NOTICE** 188
- 189 NOT APPLICABLE 189
- 190 APPLICABLE. THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER- 190
191 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL 191
192 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR 192
193 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.) 193
194 "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and 194
195 that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the eco- 195
196 nomic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous 196
197 Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the 197
198 aforesaid provision. 198
- 199 **17. TAX DEFERRED EXCHANGE (10-01)** 199
- 200 NOT APPLICABLE 200
- 201 APPLICABLE. In the event Seller wishes to enter into a tax deferred exchange for the Property pursuant to Section 1031 of the Internal 201
202 Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may 202
203 be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any addi- 203
204 tional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning its interest in this 204
205 Agreement to a third party under an Exchange Agreement and does hereby consent to such assignment. Buyer shall not be required to exe- 205
206 cute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to 206
207 take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any 207
208 liability which arises or is claimed to have arisen from any aspect of the exchange transaction. 208
- 209 **18. COMMERCIAL CONDOMINIUM (10-01)** 209
- 210 NOT APPLICABLE 210
- 211 APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by the terms of this Agreement is intended for nonresi- 211
212 dential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of 212
213 Pennsylvania (68 Pa. C.S. §3101 *et. seq.*). 213
- 214 **19. RECORDING (5-01)** This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public 214
215 record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement. 215
- 216 **20. ASSIGNMENT (3-85)** This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and suc- 216
217 cessors, and, to the extent assignable, on the assigns of the parties hereto. It is expressly understood, however, that the Buyer will not transfer or 217
218 assign this Agreement without the written consent of the Seller. 218
219 219
220 220

222 **21. DEPOSIT AND RECOVERY FUND (1-00)** 222

223 (A) Deposits paid by Buyer within 30 days of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of 223

224 payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party identified in paragraph 3(B), who will retain 224

225 them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. 225

226 Any uncashed check tendered as deposit may be held pending the acceptance of this offer. 226

227 (B) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of the 227

228 State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation 228

229 for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written agreement of 229

230 the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit 230

231 monies, the attorneys fees and costs of the broker(s) and licensee(s) will be paid by the party joining them. 231

232 (C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate 232

233 licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after 233

234 exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within 234

235 Pennsylvania) and (717) 783-4854 (outside Pennsylvania). 235

236 **22. MAINTENANCE AND RISK OF LOSS (5-01)** 236

237 (A) Seller will maintain the Property, and any personal property specified herein, in its present condition, normal wear and tear excepted. 237

238 (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 238

239 damaged as a result of any cause whatsoever. 239

240 (C) Seller will bear risk of loss from fire or other causes until time of settlement. In the event that damage to any property included in this 240

241 sale is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and receiving all monies 241

242 paid on account or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtained by Seller. 242

243 Buyer is hereby notified that he/she may insure his/her equitable interest in this Property as of the time this Agreement is accepted. 243

244 **23. CONDEMNATION (5-01)** 244

245 Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any por- 245

246 tion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall imme- 246

247 diately advise Buyer, in writing, of such proceedings. Buyer shall have the option to terminate this Agreement by providing written notice to 247

248 Seller within fifteen (15) days after Buyer learns of the filing of such proceedings, in which case Seller shall return to Buyer all money paid 248

249 on account of the purchase price by Buyer. **Buyer's failure to provide notice of termination within the time stated will constitute a** 249

250 **WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.** 250

251 **24. WAIVER OF CONTINGENCIES (1-00)** 251

252 In the event this Agreement is contingent on Buyer's right to inspect and/or repair the Property, **Buyer's failure to exercise any of Buyer's** 252

253 **options specified in the contingency provision(s) within the time limits will constitute a WAIVER of that contingency and Buyer accepts** 253

254 **the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.** 254

255 **25. RELEASE (1-00)** Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOY- 255

256 EES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by 256

257 or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and 257

258 all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, 258

259 radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in 259

260 the on-site water service system, or any defects or conditions on the Property. This release will survive settlement. 260

261 **26. REPRESENTATIONS (5-01)** 261

262 (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, 262

263 Brokers, their licensees, employees, officers, or partners are not a part of this Agreement unless expressly incorporated or stated in this 263

264 Agreement. It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other 264

265 terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. 265

266 Furthermore, this Agreement will not be altered, amended, changed or modified except in writing executed by the parties. 266

267 (B) **It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal prop-** 267

268 **erty specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless** 268

269 **otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not** 269

270 **made an independent examination or determination of the structural soundness of the Property, the age or condition of the com-** 270

271 **ponents, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor** 271

272 **have they made a mechanical inspection of any of the systems contained therein.** 272

273 (C) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement. 273

274 (D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs. 274

275 **27. DEFAULT (1-00)** 275

276 Should Buyer: 276

277 (A) Fail to make any additional payments as specified in paragraph 3; OR 277

278 (B) Furnish false or incomplete information to Seller, Broker for Seller, Broker for Buyer, or the lender, if any, concerning the Buyer's legal 278

279 or financial status, or fail to cooperate in the processing of the loan application, which acts would result in the failure to obtain the 279

280 approval of a loan commitment; OR 280

281 (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement; 281

282 then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies, 1) on account of purchase 282

283 price, or 2) as monies to be applied to Seller's damages, or 3) as liquidated damages for such breach, as Seller may elect, **unless** 283

284 **otherwise checked below.** 284

285 Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages. 285

286 If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from 286

287 further liability or obligation and this Agreement will be VOID. 287

288 **28. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)** 288

289 Seller **IS** a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal 289

290 Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a 290

291 foreign person. 291

292 Seller is **NOT** a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal 292

293 Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform 293

294 Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish 294

295 Buyer, at or before closing, with the following: 295

296 An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign 296

297 person. 297

298 A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer. 298

299 Other: _____ 299

300 Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that 300

301 any false statements contained therein could result in punishment by fine, imprisonment, or both. 301

302 **Buyer Initials:** _____ **A/S-C Page 4 of 5** **Seller Initials:** _____ 302

303 303

304 **29. ARBITRATION OF DISPUTES (1-00)** Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After 304
305 written demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will 305
306 select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a 306
307 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 307
308 the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law 308
309 Arbitration 42 Pa. C.S.A. §7341 *et. seq.* This agreement to arbitrate disputes arising from this Agreement will survive settlement. 309

310 **30. BROKER INDEMNIFICATION (10-01)** 310

311 Buyer and Seller represent that the only Brokers involved in this transaction are: _____ 311

312 _____, 312

313 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for 313
314 brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal 314
315 fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and 315
316 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 316
317 brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement. 317

318 **31. GOVERNING LAW (10-01)** 318

319 This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. 319

320 **32. NOTICE BEFORE SIGNING (5-01)** 320

321 Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this 321
322 Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's 322
323 improvements, equipment, soil, tenancies, title and environmental aspects. Return by facsimile transmission (FAX) of this Agreement, and 323
324 all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. 324

325 **33. NOTICE** 325

326 All notice requirements under the provisions of this Agreement or by application of statutory or common law will be addressed to the appro- 326
327 priate party, at the addresses listed below via any means of delivery as mutually agreed upon by the parties and stated here: _____ 327

328 _____ 328

329 If to Seller: _____ 329

330 _____ 330

331 With a copy to: _____ 331

332 _____ 332

333 If to Buyer: _____ 333

334 _____ 334

335 With a copy to: _____ 335

336 _____ 336

337 Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. 337

338 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement. 338

339 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before 339
340 signing this Agreement. 340

341 Buyer acknowledges receiving a copy of this Agreement at the time of signing. 341

342 _____ 342

343 WITNESS/ATTEST _____ BUYER _____ DATE _____ 343

344 BUYER(S) NAME _____ SS/TI # _____ 344

345 Mailing Address _____ 345

346 Phone #s _____ FAX # _____ E-Mail _____ 346

347 _____ 347

348 WITNESS/ATTEST _____ BUYER _____ DATE _____ 348

349 BUYER(S) NAME _____ SS/TI # _____ 349

350 Mailing Address _____ 350

351 Phone #s _____ FAX # _____ E-Mail _____ 351

352 _____ 352

353 WITNESS/ATTEST _____ BUYER _____ DATE _____ 353

354 BUYER(S) NAME _____ SS/TI # _____ 354

355 Mailing Address _____ 355

356 Phone #s _____ FAX # _____ E-Mail _____ 356

357 _____ 357

358 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. 358

359 Seller has received a statement of Seller's estimated closing costs before signing this Agreement. 359

360 _____ 360

361 **VOLUNTARY TRANSFER OF CORPORATE ASSETS** (if applicable): The undersigned acknowledges that he/she is autho- 361
362 rized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a 362
363 sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization 363
364 or consent of the shareholders pursuant to 15 P.S. §1311. 364

365 _____ 365

366 **SELLER'S ACCEPTANCE:** Seller hereby accepts the above contract this (date) _____ 366

367 _____ 367

368 WITNESS/ATTEST _____ SELLER _____ DATE _____ 368

369 SELLER(S) NAME _____ SS/TI # _____ 369

370 Mailing Address _____ 370

371 Phone #s _____ FAX # _____ E-Mail _____ 371

372 _____ 372

373 WITNESS/ATTEST _____ SELLER _____ DATE _____ 373

374 SELLER(S) NAME _____ SS/TI # _____ 374

375 Mailing Address _____ 375

376 Phone #s _____ FAX # _____ E-Mail _____ 376

377 _____ 377

378 WITNESS/ATTEST _____ SELLER _____ DATE _____ 378

379 SELLER(S) NAME _____ SS/TI # _____ 379

380 Mailing Address _____ 380

381 Phone #s _____ FAX # _____ E-Mail _____ 381

382 _____ 382

NOTICES AND INFORMATION

INFORMATION REGARDING TAX PRORATION

For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows: for all counties and municipalities in Pennsylvania, and for the Philadelphia, Pittsburgh, and Scranton school districts, the tax bills are for the period January 1 to December 31. For all other school districts, the period covered by the tax bill is July 1 to June 30.

SEWAGE NOTICES

NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

- NOTICE 1:** **THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.** Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement of Sale, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.
- NOTICE 2:** **THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-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, altering, repairing or connecting to an individual sewage 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 malfunction 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 SEWAGE 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 DISTANCE SPECIFIED BY REGULATION.** The regulations at 25 Pa. Code §73.13 pertaining 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 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.**
- NOTICE 6:** **A REQUIRED REVISION FOR NEW LAND DEVELOPMENT, OR AN EXCEPTION TO THE REQUIREMENT TO REVISE, OR A REQUIRED SUPPLEMENT HAS NOT BEEN APPROVED FOR THIS LOT. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND SEWAGE FACILITIES WILL NOT BE AVAILABLE, NOR MAY CONSTRUCTION BEGIN UNTIL SEWAGE FACILITIES PLANNING HAS BEEN APPROVED PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**

EXPERTISE OF REAL ESTATE AGENTS

Pennsylvania Real Estate Agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise, the advice of the appropriate professional should be sought.
- (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other appropriate professional.

COMMUNICATIONS WITH BUYER AND/OR SELLER

Wherever this Agreement contains a provision that requires or allows communication/delivery to the Buyer, said provision shall be satisfied by communication/delivery to the Broker for Buyer, if any. If there is no Broker for Buyer, all such provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties.

Wherever this Agreement contains a provision that requires or allows communication/delivery to the Seller, said provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, all such provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.