

## TERMS AND CONDITIONS FOR SALE OF REAL PROPERTY AT PUBLIC AUCTION

Two Boys LP, hereinafter referred to as the Seller, is requesting bids at Public Auction on the following Real Property:

ALL THAT CERTAIN TRACT OF LAND AND BUILDINGS known as 10 State Line Road,  
Nottingham, West Nottingham Township, Chester County, PA.

Tax ID – 68-6-145 ( 126.7+/- Acres Unimproved Land Zoned Industrial With Act 319 Tax  
Status )

THE TERMS AND CONDITIONS for the sale of the foregoing real property are as follows:

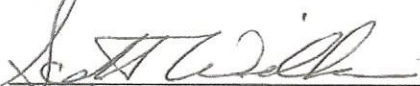
1. The Real Estate will be sold to the highest bidder, upon acceptance by the Seller. If any disputes arise among the bidders, the property shall immediately be put up for bids again.
2. The Seller reserves the right to reject any and all bids.
3. Upon Sellers acceptance of the highest bid, the successful Bidder must make a non refundable down payment of ONE HUNDRED THOUSAND DOLLARS ( \$100,000 ) and both Seller and successful Bidder must sign these Terms & Conditions and attached Agreement of Sale signifying their agreement to the purchase and fulfillment of this contract. The balance of the purchase price shall be paid at settlement on or before September 30, 2024, unless otherwise agreed by both parties, and upon payment, the Seller will convey to the Purchaser by deed, a good and marketable title to the property, free and clear of all liens and encumbrances. Possession shall be given to the Purchaser at settlement.
4. Seller will maintain the current property fire insurance, if any, until delivery of deed or possession to the Purchaser, whichever shall first occur, and in case of a loss, will credit on account of the Purchase Price at settlement any insurance collected or collectible (either by Seller or any mortgage or other loss-payee) therefore. The risk of loss shall remain on the Seller until time of settlement.
5. The Seller represents that there are no pending and/ or unsettled eminent domain proceedings and no appropriations by the filing of the State Highway or West Nottingham Township plans in the Recorders Office of which the Seller has knowledge.


6. By execution of the Purchaser's Agreement, the Purchaser acknowledges that they have had a full opportunity to inspect the property and to make contact with the local municipality for permitted uses of the land and to answer any zoning questions of their concern prior to the auction. In addition, Purchasers acknowledges that he has had a full and complete opportunity to inspect the Property and understands that the Property is being Sold "AS IS" with no representation or guarantee of land use or condition of any structures, if any, thereon. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Property is in compliance with any federal, state, or local environmental laws or regulations.
7. Seller reserves the right to all crops and their harvest in 2024.
8. Purchaser will pay a Buyer's Premium of 5% of the purchase price paid for the Real Estate.
9. Pennsylvania Realty Transfer Tax ( 2% of Purchase Price ) shall be paid by the Purchaser.
10. School, County, Municipal, and any other Taxes shall be apportioned to date of settlement.
11. The Purchaser acknowledges that these Term & Conditions of Sale were available for inspection prior to the commencement of bidding and sale of the Property and had an opportunity to review and understands the contents thereof and agrees to be bound by the full terms as set forth.
12. The sale of this Real Property and the Purchaser's obligations under these Conditions of Sale shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Real Property, nor shall they be contingent upon the sale of any other Real Estate owned by the Purchaser.
13. These Conditions of Sale, together with the Purchaser's Agreement represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale.
14. In case of non-compliance by the Purchaser with these Terms & Conditions and Agreement of Sale, the Seller in addition to all other remedies provided by law , shall

have the option to retain the Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or to resell the Property at Public Auction or Private Sale, with or without notice to the present Purchaser and to retain any advance in price, or hold the present Purchaser liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

These Terms & Conditions Reviewed and Accepted By All Parties Involved.

Two Boys LP

  
\_\_\_\_\_, Date - 5/28/2024

  
\_\_\_\_\_, Date - 5/28/2024

Purchaser(s)

\_\_\_\_\_  
\_\_\_\_\_, Date - \_\_\_/\_\_\_/2024

\_\_\_\_\_, Date - \_\_\_/\_\_\_/2024

Witness -

\_\_\_\_\_, Date - \_\_\_/\_\_\_/2024

Lefever & Hart Auctions LLC  
1528 Georgetown Road  
Christiana PA 17509  
717-669-1483

**AGREEMENT OF SALE**

I/ We , \_\_\_\_\_, agree to purchase property  
at \_\_\_\_\_, subject to said Terms & Conditions for  
the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

Witness - \_\_\_\_\_ Date - \_\_\_\_\_

Purchaser - \_\_\_\_\_(print)

\_\_\_\_\_(sign)

\_\_\_\_\_(print)

\_\_\_\_\_(sign)

Address - \_\_\_\_\_

\_\_\_\_\_

Phone - \_\_\_\_\_

Email - \_\_\_\_\_

Seller's receipt of down money and agreement to sell Property for \$ \_\_\_\_\_

Down Money received and held in auctioneers escrow account \$ 100,000

Seller - \_\_\_\_\_ Date - \_\_\_\_\_

Seller - \_\_\_\_\_ Date - \_\_\_\_\_

Two Boys LP  
1020 Broad Run Road  
Landenberg PA 19350  
c/o Bill Romanelli – 302-218-7239