

AGREEMENT OF SALE

THIS AGREEMENT is made the ____ day of April, 2025, by and between Alvin Zook and Mary Zook his wife hereinafter called "Sellers," and _____, hereinafter, called "Buyer."

Sellers agree to sell to Buyer, and Buyer agrees to purchase from Seller, the property described on Exhibit A known as the Indiana County Uniform Parcel Identifier Number 32-015-109 hereinafter called "the property," on the following terms and conditions.

ARTICLE 1. PURCHASE PRICE.

1.01. Amount. The purchase price for the property shall be _____00/100 DOLLARS (\$_____), payable by Buyer to Seller as follows:

(1) The sum of \$25,000.00 in down payment on the execution of this Agreement; and

(2) The balance of the purchase price on termination of settlement as herein provided.

ARTICLE 2. SETTLEMENT.

2.01. Time and Location. A settlement shall be made pursuant to this agreement at Indiana, Pennsylvania, on or before June 9, 2025 such time being agreed to be of the essence. Settlement shall be made at the offices of HCA Settlement LLC, 832 Philadelphia Street, Indiana, PA 15701, during regular business hours, or at such other place and time as may be agreeable to all parties and their respective counsel.

2.02. Conditions of settlement. The termination of such settlement and the Buyer's obligation to purchase the property pursuant to this Agreement are conditioned on:

(1) Good Title. The conveyance by deed of special warranty to Buyer of good and marketable title to the property, EXCEPTING AND RESERVING, however, from the property all the coal, gas, oil, and other minerals, together with mining and operating rights, and with waiver or release of damages, as fully as the same have been severed in ownership from the surface fee by instruments of prior record, and UNDER AND SUBJECT to all oil and gas leases of record, existing deed restrictions, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, and privileges or rights of public service companies, if any.

(2) Delivery of Possession. Delivery of possession of the property to Buyer, immediately on settlement, free and clear of all uses and occupancies except as Buyer may waive in writing.

2.03. Failure of Conditions.

(1) Should any of the conditions specified in this Agreement fail to occur, Buyer shall have the power, to be exercised by giving written notice to the escrow holder and to Seller, to cancel settlement, terminate this Agreement, and recover any amounts paid by Buyer to Seller or to the escrow holder on account of the purchase price of the Property. The escrow holder shall be, and is hereby irrevocably instructed by Seller on such failure of conditions and receipt of such notice from Buyer to immediately refund to Buyer all moneys and instruments deposited by Buyer in escrow pursuant to this Agreement.

2.04. Real Estate Taxes. All real estate taxes shall be pro-rated as of date of settlement based on the fiscal year of the taxing body. The Premises are currently enrolled in the Indiana County Clean and Green program, all tax proration's shall be based on said taxes that are due or have been paid in accordance with said program. Buyer shall be responsible for any roll back taxes that may be applied as a result of the Buyer's future use of the Premises being sold to the Buyer. The Sellers and Buyer agree the provisions of this paragraph shall survive the delivery of the deed and the closing of this transaction.

2.05. Bonds and Assessments. Any bonds or improvement assessments which are and which may become a lien on said property shall at settlement be paid by Seller.

2.06. Brokers' Commissions. Any and all commissions due to real estate or other brokers as a result of this sale of the Property shall be paid by the party contracting with such broker.

2.07. Expenses of Settlement. The expenses of settlement shall be paid in the following manner:

(1) Seller shall pay the costs of preparing, executing and acknowledging any deed or other instrument required to convey title to Buyer in the manner described in this agreement.

(2) Buyer shall pay all costs of recordation.

(3) Buyer shall bear all Pennsylvania and local realty transfer taxes imposed on the conveyance of the property.

(4) Buyer shall pay all costs of obtaining financing for the purchase of the property including but not limited to all costs incurred to obtain title insurance or certification as required by lender.

(5) Each party shall pay any attorney retained by that party.

2.08. Escrow Holder. Beiler-Campbell Auction Services shall hold the down payment called for in this Agreement pending settlement, subject to the terms set forth herein.

ARTICLE 3. BREACH

3.01. By Seller. If Seller defaults on the full and timely performance of any of his obligations under the terms of this Agreement for any reason other than Buyer's default, Buyer may:

(1) Bring a civil action in the Court of Common Pleas of Indiana County, Pennsylvania, to enforce specific performance of this Agreement, or to seek damages from Seller, or both; or in the alternative,

(2) Request that the down payment be returned to Buyer. Upon the return of the down payment to Buyer pursuant to such request, Seller shall be deemed relieved of any other liability or obligation to Buyer whatsoever.

3.02. By Buyer. If Buyer fails to consummate the purchase of the Property, the conditions to Buyer's obligations set forth in Paragraph 2.02 of this Agreement having been satisfied and Buyer being in default, and Seller not being in default hereunder, Seller shall receive the down payment from the escrow holder as liquidated damages for the failure of Buyer to perform the duties, liabilities and obligations imposed on him by this Agreement. Such cash payment shall constitute Seller's total damages and Seller's sole remedy for Buyer's breach.

ARTICLE 4. MISCELLANEOUS

4.01. Assignment of Agreement. This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the assigns or nominees of the parties.

4.02. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the settlement of the transactions contemplated hereby, shall survive the settlement and shall not be merged therein.4.03. Notice. Any notice required or

permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, as follows:

If to Seller: Alvin & Mary Zook
 4078 Gipsy Rd
 Glen Campbell, PA 15742
 724-388-6219

With Copy to: Samuel H. Clark, Esq.
 Burns White, LLC
 832 Philadelphia Street
 Indiana, PA 15701
 (724) 471-5861
 shclark@burnswhite.com

If to Buyer: _____

4.03 Pennsylvania Law to Apply. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created hereunder are performable in Indiana County, Pennsylvania.

4.04. Recording. This Agreement shall not be recorded in the Office of Recorder of Deeds of Indiana County, or in any other office or place of public record. If Buyer records this Agreement or causes or permits the same to be recorded, Seller, at Seller’s sole option, may elect to treat such act as a breach of this Agreement.

4.05. Legal Construction. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if it had never contained such invalid, illegal, or unenforceable provision.

4.06. Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter. This Agreement may be amended only by a further writing signed by the parties. No provision of this Agreement may be waived other than by a writing signed by the party making such waiver.

4.07. Time of Essence. Time is of the essence of this Agreement.

4.08. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context required otherwise.

4.09. Descriptive Headings. The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.

4.10. Buyer's Inspection and SALE AS IS. It is hereby understood between the parties hereto that the Premises has been inspected by Buyer and is being purchased solely in reliance upon such inspection.

BUYER ACKNOWLEDGES AND AGREES THAT SELLERS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY OR THE LIKELIHOOD OR ABILITY OF BUYER TO HAVE THE PREMISES APPROVED FOR BUILDING BY THE COUNTY OF INDIANA, (B) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PREMISES, (F) THE MANNER, QUALITY, STATE OR REPAIR OR LACK OF REPAIR OF THE PREMISES, OR (G) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY, THAT, EXCEPT AS OTHERWISE SET FORTH HEREIN SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL REQUIREMENTS, PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR ORDERS, INCLUDING THE EXISTENCE IN OR ON THE PREMISES OF HAZARDOUS MATERIALS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, AND EXCEPT AS OTHERWISE SET FORTH HEREIN, BUYER IS RELYING SOLELY ON HIS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLERS AND AT THE CLOSING AGREES TO ACCEPT THE PREMISES AND, EXCEPT

AS OTHERWISE SET FORTH HEREIN, WAIVES ALL OBJECTIONS OR CLAIMS AGAINST SELLERS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PREMISES OR TO ANY HAZARDOUS MATERIALS ON THE PREMISES. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLERS HAVE NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKE NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PREMISES IS SOLD BY SELLERS AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.

4.11. Risk of Loss. Buyer bears the risk of loss from fire or other casualty which may occur prior to settlement. However, should any improvement on the property be damaged by fire or other casualty prior to settlement, then at settlement Seller shall credit to Buyer any insurance proceeds received prior to settlement on account of such loss and not applied to repair of the damage, and shall assign to Buyer, or pay to Buyer when received, any insurance proceeds attributable to such casualty to be paid after settlement.

4.12. Like Kind Exchange. If either party desires to have this transaction constitute a like-kind exchange of properties utilizing the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, each party agrees to cooperate with the other party in order to effectuate and facilitate such an exchange, provided that: (a) the exchange does not delay the Closing under this Agreement, (b) the non-exchanging party does not incur any additional liability as a result of its cooperation, and (c) the non-exchanging party is not required to enter into any contract to purchase any other property, or take title to any property other than the Property. In particular, either party may assign its rights under this Agreement prior to Closing to a "Qualified Intermediary," as that term is defined in applicable Treasury Regulations; and Buyer will, upon request of Sellers, pay the balance of the Purchase Price to the Qualified Intermediary designated by Sellers.

4.13 NOTICE - "THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER

STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT."

4.14. **Sewage Facility.** The Pennsylvania Sewage Facilities Act of January 24, 1966, No. 537 P.L. 1535, as amended, requires that there be a statement regarding the availability of a community sewage system.

_____ (a) The Property is serviced by a community sewage system. (If the Property is not so serviced, check (b) or (c);

_____ (b) Buyer is hereby advised that there is no currently existing community sewage system available to the Property. There is a permit for the operation of an individual sewage system for the Property.

_____ (c) Buyer is hereby advised that there is no currently existing community sewage system available to the Property and that a permit for an individual sewage system will have to be obtained for the appropriate local agency pursuant to the Pennsylvania Sewage Facilities Act. Buyer should contact the appropriate local agency which administers the Pennsylvania Facilities Act, which is the Code Enforcement Officer of Indiana, before signing this Agreement to determine the procedures and requirements for obtaining a permit for an individual sewage system.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS OF WHICH, the parties, each intending to be legally bound hereby, have hereunto set their hands and seals the day and year first written above, in a number of copies, each of which shall be an original for all purposes.

WITNESS:

SELLER:

_____(SEAL)
Alvin Zook

_____(SEAL)
Mary Zook

BUYER:

_____(SEAL)

_____(SEAL)

EXHIBIT A
(Parcel A)

ALL that certain piece, parcel or tract of land situate in the Township of Montgomery County of Indiana and Commonwealth of Pennsylvania identified as Parcel "A" in the Subdivision Plan prepared for Alvin & Mary Zook by Lantzy Surveying and dated March 12, 2025. CONTAINING 30.393 Acres.

BEING a portion of the premises title to which became vested in Alvin S. Zook and Mary B. Zook by Deed of William A. Woods, Executor under the Last Will and Testament of Bessie Paul, dated September 19, 2002, and recorded in the Recorder's Office of Indiana County, Pennsylvania in Deed Book Volume 1241, Page 146.

The above-described parcel is a portion of the premises identified as Indiana County Tax Parcel No. 32-015-109.

EXHIBIT A
(Parcel B)

ALL that certain piece, parcel or tract of land situate in the in the Township of Montgomery County of Indiana and Commonwealth of Pennsylvania identified as Parcel “B” in the Subdivision Plan prepared for Alvin & Mary Zook by Lantzy Surveying and dated March 12, 2025.

BEING a portion of the premises title to which became vested in Alvin S. Zook and Mary B. Zook by Deed of William A. Woods, Executor under the Last Will and Testament of Bessie Paul, dated September 19, 2002, and recorded in the Recorder’s Office of Indiana County, Pennsylvania in Deed Book Volume 1241, Page 146.

The above-described parcel is a portion of the premises identified as Indiana County Tax Parcel No. 32-015-109.