

**AGREEMENT OF SALE
REAL ESTATE, EQUIPMENT, FURNITURE, FURNISHINGS, GOODWILL**

This Agreement of Sale of Real Estate including real estate, furniture, furnishings, equipment, goodwill and single family residence dated March 30, 2009 between Stokesay Management Corporation having an address on Stokesay Castle Lane, Lower Alsace Township Pennsylvania. (“Seller”) AND

Buyer’s name: _____ (“Buyer”)

Buyer’s Social Security No. or Tax ID No.: _____

Buyer’s address: _____

Buyer’s telephone number: _____ Cell Phone: _____

Buyer’s fax number: _____ Email Address: _____

The words Buyer and Seller jointly and severally includes all buyers and sellers listed above.

1. **SALE AND PURCHASE.** Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase the property described in this Agreement.

2. **PROPERTY.** The property to be sold consists of (a) the real property known as Stokesay Castle, 141 and 144 Stokesay Castle Lane, Lower Alsace Township Berks County, Pennsylvania, being Tax Parcel Number 23-5317-20-70-7738 including the buildings, improvements, and fixtures on such real property, if any (the “Real Property”); and (b) all goodwill associated with the operation of the business on the Real Property (c) the equipment, furniture, and furnishings set forth in paragraph six as Exhibit “A”; and Together, the property described in (a) through (c) above is referred to as the “Property.”

3. **PURCHASE PRICE.**

High bid \$ _____

plus a 6% Buyer’s Premium \$ _____

equals the Purchase Price of \$ _____
(the “Purchase Price”).

4. **PAYMENT OF PURCHASE PRICE.** At the conclusion of the bidding at the Auction on _____, Buyer will pay the Purchase Price as follows:

Paid on account by guaranteed funds (bank cashier’s check or certified check) \$ _____ \$50,000.00

Balance of fifteen percent (15%) total (the “Deposit”) by personal check or cash \$ _____

Seller reserves the right to accept other forms of payment for the balance of the Deposit.

Total Deposit due at Auction \$ _____

At settlement, in cash or by certified or bank cashier's check \$ _____
or wire transfer of funds of Federal funds

The Deposit will be held by Traiman Corporation ("Traiman") in a custodial escrow bank account until settlement. If settlement is completed in accordance with this Agreement, the principal amount of the Deposit and any interest earned on the Deposit will be credited to Buyer and paid to Seller. If there is a dispute between Buyer and Seller over who is entitled to the Deposit, Traiman will not be responsible to resolve that dispute and will not be liable to either Buyer or Seller for refusing to release the Deposit without an adequate written agreement between Buyer and Seller or a final order of a court of competent jurisdiction.

5. **CASH TRANSACTION.** The Buyer represents and warrants that Buyer presently has sufficient cash and assets to pay the Purchase Price in full. This Agreement is not contingent in any way upon Buyer obtaining a mortgage or any other type of financing to complete the purchase or selling any other property. If Buyer does apply for a mortgage and the mortgage company requires an appraisal of the Property it must be done in a reasonable time and upon reasonable advance notice, and the cost of the appraisal and any repairs is the responsibility of the Buyer and not the Seller.

6. **FIXTURES AND PERSONAL PROPERTY.** Included in this sale and Purchase Price are all existing items permanently installed in the Property and/or shrubbery, plantings and unspotted trees unless otherwise stated. Also included with the sale of the Real Property is

(a) Personal Property that is located in the Restaurant portion of the Real Property and set forth in the list attached hereto as Exhibit "A". Personal Property not included with the sale of the Real Property includes all Personal Property located in the garage below the Banquet Hall, and all Personal Property located in the Home including items in the garage, and the basement.

(b) LEASED items EXCLUDED (not owned by Seller): NONE

7. **TIME AND PLACE OF SETTLEMENT.** The settlement will take place on or before forty-five (45) days from the date of signed acceptance by Seller. Final settlement will be held at the local office of attorney or Title Company representing the Buyer unless otherwise agreed upon between Buyer and Seller. Buyer will give Seller at least ten (10) days written notice of the date and place of settlement. The date of settlement is not extended by any other provisions of this Agreement and may only be extended by written agreement between Buyer and Seller.

8. **DATES/TIME IS OF THE ESSENCE.** Seller and Buyer agree that all times and dates for performance of this Agreement are of the essence. This means that Seller and Buyer must perform what is required of them within the time limits set by this Agreement.

9. **TRANSFER OF OWNERSHIP.** At the settlement, Seller will transfer ownership of the Property to Buyer. Seller will give Buyer a properly executed deed (the "Deed"). A deed is a written document used to transfer ownership of property.

10. **PREPARATION OF DOCUMENTS. CONVEYANCING EXPENSES.** The Deed will be prepared by Buyer's title company and acknowledged and delivered to Seller, and

_____ before
the time fixed for the settlement.

11. **TRANSFER TAXES/FEES.** Any and all real estate transfer taxes or fees imposed upon this sale will be borne by the Buyer.

12. **ADJUSTMENTS AT SETTLEMENT.** At the time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller reimbursing where applicable: all real estate taxes and assessments for the current year (in no event will Seller be charged with or responsible for any increase in the real estate taxes after settlement); rents; condominium fees and homeowner association 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.

13. **ENVIRONMENTAL ISSUES.** Buyer, at Buyer's expense, has the right to have the Property inspected for possible environmental hazards, if it deems the same necessary, by a reputable environmental investigation company. A copy of said company's report shall be submitted to Seller within twenty (20) days of the date of this Agreement. If the inspection reveals evidence of environmental hazards **other than mold** that Buyer desires to have said hazards remediated **other than mold**, Seller shall have thirty (30) days from the date of Seller's receipt of said report to notify Buyer whether Seller will effect the remediation, and upon what terms and conditions or decline to do so. If Seller declines, Buyer shall have ten (10) days thereafter to notify Seller whether Buyer will go to settlement without said remediation being effected (with no reduction of sale price), or declare this Agreement null and void, in which event all down money shall be returned to Buyer. If Seller agrees to remediate, then Buyer shall have ten (10) days to accept the terms and conditions of Seller's remediation proposal. Failing notification in writing to the contrary, Buyer shall be deemed to have accepted Seller's remediation proposal.

Buyer shall not conduct any testing permitted hereunder in a manner so as to cause damage, loss, cost, or expense to Seller or the Property, and Buyer will indemnify, protect, defend, and hold Seller and the Property harmless from and against any damage, loss, liability, cost, or expense, including, without limitation, Seller's reasonable counsel fees and costs of suit which are suffered as a result of Buyer's inspections or testing of the Property. The foregoing indemnity shall survive closing or the termination or cancellation of this Agreement. Without limiting the foregoing, if any inspection or test conducted by Buyer pursuant hereto damages the Property in any way, Buyer will restore the Property to the same condition as existed before the inspection or test. Prior to any testing, Buyer's contractors shall produce evidence of insurance satisfactory to Seller and shall name Seller as an additional insured on that policy.

14. **DEFAULT.** If Buyer fails to consummate the settlement as required by, and in compliance with the terms of this Agreement, Seller may either: (a) keep the Deposit as liquidated damages and not as a penalty (this means that Seller is conclusively presumed to have

15. **PRE-SETTLEMENT WALK THROUGH.** Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

16. **POSSESSION.** Possession is to be delivered by Deed and physical.

17. **CONDITION AND INSURABILITY OF TITLE AND COSTS.**

(a) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any, land use restrictions pursuant to property enrollment in a preferential tax program, if any; otherwise the title to the Property will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.

(b) In the event Seller is unable to give good and marketable title and such as will be insured by a reputable Title Insurance Company at regular rates, as aforesaid, Buyer will have the option of taking such title as Seller can give without changing the Purchase Price or of being repaid all monies paid by Buyer to Seller on account of the Purchase Price in which event this Agreement will become void.

(c) Buyer will pay for the following:

- (1) Title search, title insurance and/or mechanics lien insurance or fee for cancellation of same, if any;
- (2) Flood insurance, fire insurance with extended coverage, and cancellation fees, if any;
- (3) Buyer's customary settlement costs and charges.

(d) If Seller is unable to transfer title as required by this Agreement, Seller shall have an additional sixty (60) days from the date fixed for settlement to correct any defect in title. If at the end of the additional sixty (60) days Seller is still unable to transfer title in accordance with this Agreement, Buyer may cancel this Agreement. If Buyer cancels this Agreement, Seller shall instruct Traiman in writing to pay to Buyer the entire amount of the Deposit held by Traiman, this Agreement shall become void, and Seller shall not be liable for any other claim. In lieu of canceling this Agreement, Buyer may, however, accept such title as Seller can convey, without any reduction in the Purchase Price.

18. **ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS.** Certain municipal improvements such as sidewalks and sewers may result in the municipality charging the property

19. **STATUS OF WATER.** Seller represents that the Property is served by:

Public water; On-site water; Community water; None.

20. **STATUS OF SEWER.** Seller represents that Property is served by:

Public Sewer; Community Sewage Disposal System; Off-Property Sewage Disposal System; Individual On-Lot Sewage Disposal System; None.

21. **PENNSYLVANIA SEWAGE FACILITIES ACT.** THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE TO THE PROPERTY. Before any person may install, construct, or request bid proposals for construction, or alter an individual sewage system or construct, or request bid proposals for construction, or install or occupy any building or structure for which an individual sewage system is to be installed, an appropriate permit must be first obtained pursuant to Section 7 of the Pennsylvania Sewage, Facilities Act, Title 35, Pennsylvania Statutes Annotated, Section 750.7. Buyer should contact the local agency charged with administering the Pennsylvania Sewage Facilities Act before signing this Agreement in order to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained. The local agency charged with administering the Act will be the municipality where the Property is located or the municipality working cooperatively with others.

22. **INSPECTION OF THE PROPERTY.** EXCEPTING THE INSPECTIONS PROVIDED FOR IN PARAGRAPH 18, BUYER ACKNOWLEDGES THAT BUYER HAS BEEN GIVEN THE OPPORTUNITY TO AND HAS ADEQUATELY INSPECTED THE PROPERTY AND/OR HAS WAIVED THE OPPORTUNITY TO MAKE SUCH AN INSPECTION. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS CONTRACT AS A RESULT OF THE INSPECTION MADE BY BUYER AND NOT AS A RESULT OF ANY ADVERTISEMENT, HANDBILL, OR ANY OTHER REPRESENTATION, OR WARRANTY, EITHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, MADE BY SELLER, ANY OF ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR THE LIKE, ANY SELLING AGENT OR BY TRAIMAN. BUYER FURTHER AGREES THAT NEITHER SELLER NOR TRAIMAN SHALL BE RESPONSIBLE FOR ANY ERRORS IN ANY ADVERTISEMENT, HANDBILLS, OR ANNOUNCEMENT MADE BY SELLER OR TRAIMAN, NOR FOR ANY AGREEMENT, CONDITION, OR REPRESENTATION, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION REGARDING THE VALUE OF ANY REAL ESTATE, OR ANY STIPULATION, ORAL OR WRITTEN, NOT CONTAINED IN THIS CONTRACT. BUYER HAS MADE AN INDEPENDENT DETERMINATION OF THE VALUE OF THE PROPERTY AND HAS NOT

23. **PHYSICAL CONDITION OF THE PROPERTY.** The Property is presently vacant and is being sold “As Is, Where Is” and “with all faults and defects, if any” and Buyer acknowledges that Seller has not made and Buyer has not relied upon any representation or warranty regarding the Property. Seller does not make any claims or promises whatsoever about the Property including, without limitation, the condition or value of the Property. Neither Seller nor Traiman makes any representations as to the presence or absence of any hazardous or toxic substances on the Property. Buyer agrees to accept the Property in “**AS IS**” CONDITION. Seller shall have no liability or obligation whatsoever to Buyer or anyone else, with respect to the Property, its condition, or any occurrence arising by reason of the condition thereof or the construction, condition or manufacture of the buildings thereon or any personal property or debris thereon. Buyer agrees that Seller has made no representation concerning the Property or its condition, and Seller specifically excludes any and all implied warranties of merchantability and/or fitness for a particular purpose. No warranty is given with respect to the condition of the Property or of any fixture, personal property, appliance, apparatus, instrument, component, or accessory.

It is understood that Buyer has had the right to inspect the Property prior to Auction and conduct its own investigation of the Property, and that if settlement occurs hereunder, Buyer’s purchase of the Property will be solely as a result of such inspection(s) and/or investigation and not because of or in reliance on any statement or representation made by Seller, and Traiman or any Employee, agent or attorney of Seller and Traiman. If Buyer proceeds to purchase the Property and completes settlement, Buyer does so based solely upon his own inspection(s), investigations(s), and conclusions, and not in reliance upon any materials or reports provided to Buyer by Traiman on behalf of Seller nor upon any representations or statements of any sort or nature whatsoever made by Traiman on behalf of Seller.

Buyer acknowledges that Stokesay Castle Restaurant Building has extensive physical damage.

Subject only to provisions of paragraph number 13 above, the Seller is selling the Property strictly “**AS IS/WHERE IS**”.

24. **FLOOD AREAS.** The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the property may be limited. Seller makes no representation as to whether or not the Property, or any portion thereof, is in a flood area.

25. **HIGHWAY ACCESS.** Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

26. **REAL ESTATE RECOVERY FUND.** A Real Estate Recovery Fund has been established by the Commonwealth of Pennsylvania to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee as a result of fraud,

27. **CONDEMNATION/TAKING OF THE PROPERTY BY EMINENT DOMAIN.** If all or a material part of the Property is taken between the date of this Agreement and the date of settlement by the exercise of the power of condemnation/ eminent domain by any local, state, or federal body, Buyer may either: (a) terminate this Agreement and receive a refund of the Deposit; or (b) complete settlement at the full Purchase Price, in which case Buyer shall be entitled to an assignment of all rights to the condemnation/ eminent domain award or compensation.

28. **RECORDING.** Buyer shall not record this Agreement or any memorandum of this Agreement in any state, county, or municipal recording office. Any recording or attempt at recording will be deemed a breach of this Agreement and be null and void.

29. **ASSIGNMENT.** Buyer shall not assign this Agreement without the express prior written consent of Seller, which may not be unreasonably withheld by Seller. In the event that Seller consents to Buyer assigning its rights under this Agreement, any such consent shall in no way release Buyer or any person or entity claiming by, through, or under Buyer from any of its obligations under this Agreement.

30. **ADVERTISING OF AUCTION.** Buyer agrees that lot sizes, lot areas, lot plans, building descriptions, building locations, and equipment and contents of the buildings, shown or described in any circular or other advertisement of this sale may not be accurate. Buyer further agrees that Buyer is relying upon the description contained in or referred to in this Agreement, and upon his own inspection of the Property and not upon any other description or representation made by Seller or Seller's agents.

31. **DEVELOPMENT NOT GUARANTEED:** The Buyer is buying the property as vacant ground. Any reference in the advertising to the possible development of the Property, including engineering plans that show proposed development, does not in any way guarantee that the Property can ever be used for development now or in the future. Buyer is notified that Buyer must receive written permission from Lower Alsace Township and possible other government entities to use the Property for any use other than the permitted use stated in a letter from Alsace Township dated February 13, 2009, subject of said letter being Section 608 of the Township Zoning Ordinance.

32. **TRAIMAN AGENT ONLY.** Traiman represents Seller and not Buyer, and Traiman's commission shall be paid by Seller in accordance with the Listing Agreement for the Sale of Real Estate between Seller and Traiman. Buyer warrants that Buyer has not dealt with any real estate agent, broker or salesperson other than Traiman, unless such person or entity previously registered with Traiman in accordance with Traiman's rules and regulations. Buyer covenants to indemnify, defend and hold Seller harmless from and against claims of any person or entity for a real estate commission or other compensation arising out of Buyer's dealing with such other party.

33. **ESCROWEE.** It is understood and agreed that Traiman shall not be held liable by either Seller or Buyer for the performance or nonperformance of any provision of this Agreement, except to account for any Deposit paid to it. The obligation of this paragraph shall survive settlement.

34. **CERTIFICATION OF NON-FOREIGN INTEREST.** Seller is not a "foreign person" (as defined in Section 1445(f) of the United States Internal Revenue Code of 1954, as amended (the "Code")) and Seller will, at the Closing, furnish an appropriate affidavit to such effect in order that no withholding of tax will be required pursuant to Section 1445 of the Code.

35. **RISK OF LOSS.** Seller shall bear the risk of loss from fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of terminating this Agreement and promptly receiving all monies paid on account of the Purchase Price or accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the Property as of the time of execution of this Agreement.

38. **NOTICES.** Except as otherwise provided, all notices to be given by either party to the other shall be in writing and delivered personally or sent by Certified Return Receipt First Class United States Mail, postage paid, by recognized overnight delivery service providing positive tracking of items (for example, Federal Express) to the address first written above.

39. **MISCELLANEOUS.**

(a) All of the representations and warranties contained in this Agreement, all covenants, agreements, and indemnities made herein, and all obligations to be performed under the provisions hereof shall survive settlement.

(b) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

(c) Formal tender of an executed deed and purchase money is hereby waived.

(d) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(e) This Agreement, including any exhibits and addendums attached hereto, contains the whole agreement as to the Property between Seller and Buyer, and there are no other terms, obligations, agreements, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever, concerning this sale and purchase. This Agreement shall not be altered, amended, changed, or modified except in writing executed by the parties hereto.

(f) This Agreement shall be construed in accordance with the laws of Pennsylvania.

(g) Both parties to this Agreement have participated fully and equally in the negotiation and preparation hereof, and therefore, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.

(h) Attached to this Agreement is the Seller's Disclosure Statement.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

WITNESS:

SELLER:

Stokesay Management Corporation

By: _____
C. Scott Quade

BUYER:

By: _____

By: _____