

JENNINGS AND GROSH, INC.
dba Jennings Auction Group
15 Hykes Mill Rd.
York Haven, PA 17370
717-268-0020

AGREEMENT OF PUBLIC SALE OF REAL ESTATE OFFERED BY: General Electrical Services Company, Inc.

LOCATED AT: 2422 / 2430 Raleigh St., Harrisburg, PA 17111

PARCEL NOS: 13-067-009-000-0000 and 13-067-008-000-0000

1. Highest Bidder. The highest and best bidder shall be the BUYER upon acceptance by the SELLER. This is a Reserve Auction, and the Seller reserves the right to reject any and all bids.

2. The Total Purchase Price shall be the combined high bid price and the 5% buyer's premium as specified in the Auction Terms.

3. Real Estate Taxes. All real estate taxes for the current tax period shall be pro-rated between the BUYER and SELLER to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by SELLER at settlement.

4. Transfer Taxes. BUYER shall pay 100% of the realty transfer taxes.

5. Terms. Handmonies equaling 10% of the purchase price, or \$10,000.00 (whichever is greater), shall be paid in the form of wire transfer or overnight delivery of cashier's check on the next business day following acceptance of the bid, and accompanied by the signing of this agreement. Cashier's Check shall be made payable to Jennings and Grosh, Inc. This deposit is non-refundable for any reason other than the SELLER'S inability to provide a good and marketable title. The balance due, without interest, shall be paid at settlement, which shall be scheduled to take place on or before February 20, 2016 when a special warranty deed will be delivered and actual possession will be given to BUYER. The BUYER shall also sign this agreement and comply with these terms of sale.

6. Forfeiture. The time for settlement shall be of the essence. In case of noncompliance by the BUYER with any terms of this Agreement, the SELLER shall have the option, in addition to all other remedies provided by law, equity and this Agreement, all such remedies being cumulative and not alternative, to exercise any one or more of the following remedies:
 - (a) To retain the BUYER'S deposit money as liquidated damages, regardless of whether or not, or on what terms, the property is retained or resold; and/or

 - (b) To resell the property at public or private sale, with or without notice to the present BUYER, and to retain any advance in price, and to hold the present BUYER liable for any loss resulting from such resale, meanwhile holding the deposit money paid hereunder as security for payment of such loss.

7. Marketable Title. A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to any and all restrictions and rights-of-way of record in the Dauphin County Courthouse and which may be visible by inspection of the premises.

8. Risk of Loss. SELLER shall maintain the property, grounds, and fixtures specifically sold with the property in its present condition, normal wear and tear excepted. SELLER shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in

Buyer's Initials_____

Seller's Initials:_____

this sale that is not repaired or replaced prior to settlement, BUYER shall have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance 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.

9. Warranty. The BUYER expressly acknowledges and understands that the BUYER is buying the property in AS-IS condition with all known and unknown flaws in its present condition and that the SELLER makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.

A. Radon. SELLER has no knowledge concerning the presence or absence of radon. The SELLER makes no representation or warranty with regard to radon or the levels thereof.

B. Lead-Based Paint. If the building was built before 1978, there may be lead-based paint present. SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the building and has no reports or records pertaining to lead-based paint and/or hazards in the building. BUYER waives any ten (10) day lead-based paint assessment period.

C. Property Inspection. BUYER has inspected the property, or hereby waives the need for inspecting the property. BUYER understands the importance of getting an independent property inspection and has thought about this before bidding upon the property and signing this Agreement.

D. Fixtures and Personal Property. No warranty is given to Buyer as to the working / functional condition of any fixtures or equipment that shall remain on property. All other personal property that is not a fixture is reserved to Seller, which personal property shall be removed prior to settlement. Anything remaining on the property at the time of settlement shall become the property of the BUYER

E. Ventilation / Mold. The SELLER makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of construction wherein mold may be present in the real estate.

F. "As Is". The property is being sold "AS IS" at the time of sale. The SELLER herein makes no representations or warranties as to the condition of the real estate or any improvement or structure erected on the real estate, including without limitation, any system or portion thereof. The Purchaser accepts the property "AS IS". No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or waste, or that the real estate is in compliance with any federal, state or local environmental laws or regulations. The Purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A seller's disclosure (if applicable) has been made available to BUYER prior to the public auction and shall be exchanged by BUYER and SELLER upon the signing of this agreement. If the SELLER is an estate, the personal representative will not deliver a disclosure to BUYER inasmuch as they are not required by law.

10. Financing. This contract is in no way contingent upon the BUYER's ability to obtain financing. In the event the BUYER does obtain financing, the SELLER will not pay points, settlement costs, or otherwise render financial assistance to the BUYER in this regard.

11. Dispute Over Handmonies. In the event of a dispute over entitlement of handmoney deposits, the escrow agent holding the deposit shall retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of a court or a written agreement of the parties. BUYER and SELLER agree that, in the event any agent is joined in

Buyer's Initials_____

Seller's Initials:_____

the litigation for the return of deposit monies, attorney's fees and costs of the agent will be paid by the party joining the agent.

12. Zoning. The parties acknowledge that no representation whatsoever is made concerning the use of the property that may be permitted under local zoning ordinances, and that the BUYER has satisfied himself that the zoning of the property is satisfactory for his contemplated use thereof. The BUYER hereby waives any applicable requirement for the SELLER to provide a certification of zoning classification prior to settlement pursuant to the Disclosure Act of July 27, 1955, P.L. 288, Section 3, as amended and reacted (21 P.S. Section 613).

13. Entire Agreement. This Agreement represents the entire Agreement between the parties, and supersedes any previous Agreements or understandings, oral or written. This Agreement may not be changed or modified except in a writing signed by the parties and executed with the same degree of formality as this Agreement.

14. This Agreement shall survive closing.

SELLER:

Dated:

By: _____

General Electrical Services Company, Inc.

Buyer's Initials _____

Seller's Initials: _____

AGREEMENT OF BUYER(S):

I/We _____

Of _____

Telephone No: _____

hereby acknowledge that I/we have become the BUYER(S) of real estate known as:

2422 / 2430 Derry St., Harrisburg, PA 17111 PARCEL NOs: 13-067-009-000-0000 and 13-067-008-000-0000

for the total purchase price of \$ _____ subject to the foregoing conditions of sale with which I/we agree to comply.

Dated: _____
_____ Buyer

Dated: _____
_____ Buyer

High Bid Price \$ _____

5% Buyer's Premium \$ _____

Total Purchase Price (Including Buyers Premium) \$ _____

Deposit \$ _____

Balance due at settlement (not including settlement costs) \$ _____

Jennings and Grosh, Inc.
15 Hykes Mill Rd.
York Haven, PA 17370
P: 717-268-0020 F:866-657-2501
bjjennings@jenningsauction.com

Dated: _____

By: _____
Billie J. Jennings, President

General Electrical Services Co., Inc. Dated: _____
2428A Derry St.,
Harrisburg, PA 17111

By: _____

Buyer's Initials _____

Seller's Initials: _____