

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE is made this 3rd day of June, 2017 (this "Agreement") by and between the following parties:

SELLER" WCC PROMOTIONS LLC
3948 Monroeville Boulevard, Suite 3
Monroeville, PA 15146

AND

"BUYER" _____

1. Purchase and Sale. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement the following three parcels of land together with the appurtenances thereto and the buildings and improvements thereon (collectively, the "Property"):

PARCELS ONE and TWO: The land situate in the Township of Upper St. Clair, County of Allegheny and Commonwealth of Pennsylvania more particularly described in deed of record to Seller in the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 15937 Page 306 being Tax Parcel ID: 0253-H-00114-0000-00 with an address of 1600 Painters Run Rd., Pittsburgh, PA 15243.

PARCEL THREE: The land situate partially in the Township of Upper St. Clair and partially in the Municipality of Mt. Lebanon, County of Allegheny and Commonwealth of Pennsylvania more particularly described in deed of record to Seller in the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 15937 Page 300 being Tax Parcel ID: 0253-G-00155-0000-00 located on Painters Run Rd., Pittsburgh, PA 15223.

2. Purchase Price. The purchase price (the "Purchase Price") is _____ Dollars (\$_____) payable as follows: (a) Twenty Thousand Dollars (\$20,000) (the "Deposit") by cashier's check payable to Harry Davis LLC (the "Broker" or "Auctioneer") to be deposited in escrow and (b) the balance of _____ Dollars (\$_____) by cashier's check or by wire transfer of immediately available funds to an account designated by Seller on Closing (as defined below). There is no financing contingency.

3. Closing. The Closing (the "Closing") will be held in Allegheny County, Pennsylvania at a place to designated by the Seller on June 13, 2017 at 10:00 am EDST or at such other time and place as the parties may agree.

4. Title. Title to the Property shall be in fee simple, good and marketable and free of all liens and encumbrances insurable by a licensed title insurance company at regular rates subject to the following exceptions: (a) building and use restrictions of record; (b) public or private streets, roads, lanes and vehicular or pedestrian easements of record; (c) water, sewer, gas, electric, cable television, telephone lines and easements therefor of record or as presently installed; (d) prior grants, reservations or leases of coal, oil, gas or minerals as shown by instruments of record; (e) easements of record in prior deeds or visible from an inspection of the Property and (e) the usual and general exceptions contained in a reputable title company's standard form of owner's insurance policy and the lien of non-delinquent real estate taxes, if any. Title shall be transferred to the Buyer on Closing by special warranty deed in the form attached hereto as Exhibit A.

5. Seller's Expense. Seller will pay the reasonable charges for closing services and disbursements made on behalf of Seller.

6. Buyer's Expense. Buyer will pay the cost of title examination, title commitment, title insurance, recording the deed and the reasonable charges for closing services and disbursements made on behalf of Buyer.

7. Risk of Loss. Risk of loss or damage will pass to Buyer upon execution of this Agreement. Buyer is encouraged, but not required, to insure against risk of loss or damage if it is available. Buyer shall be obligated to close hereunder regardless of whether any loss or damage occurs to the Real Property or any portion thereof between the entry of this Agreement and the Closing.

8. Prorations on Closing. (a) Real estate transfer taxes will be shared equally between Seller and Buyer; (b) current water and sewer charges, municipal garbage and rubbish removal charges, if any, will be prorated based on the most recent available bills; (c) local, county and school district real estate taxes will be prorated based on the real estate taxes levied or estimated by each taxing body for the current fiscal or calendar year basis whichever is applicable.

9. Closing Deliveries. At the Closing the Seller, Buyer and Broker shall deliver the following:

(a) Seller shall deliver a special warranty deed in recordable form conveying fee simple title to the Real Property to Buyer in the form attached as Exhibit A;

(b) The Broker shall deliver the Deposit to the Seller;

(c) Buyer shall deliver the balance of the purchase price to Seller subject to any adjustments set forth herein;

(d) Seller shall deliver possession of the Property to Buyer; and

(e) Seller and Buyer shall each execute and deliver to the other such additional documents as may be reasonably necessary to consummate the transaction contemplated herein.

10. **Inspection and Investigations with Respect to the Property.** Buyer acknowledges that Buyer has inspected the Property and conducted such investigations with respect to the Property as it deemed necessary or desirable, including, without limitation, all matters pertaining to zoning and use of the Property, before bidding for the Property at the auction sale conducted on behalf of the Seller by the Auctioneer on June 3, 2017 (the "Auction") and signing this Agreement. Buyer is relying solely on Buyer's inspection of the Property and any other investigations made by Buyer and has not relied on, and Seller and Auctioneer are not liable for or bound by, any express or implied warranties, guaranties, statements, representations, descriptions, or information pertaining to the Property or related thereto made or furnished by Seller, Auctioneer or any of Seller's or Auctioneer's employees, agents or other persons representing or purporting to represent Seller or Auctioneer, to whomever made, given, directly or indirectly, orally or in writing. Buyer acknowledges that the Property is being purchased "AS IS," "WHERE IS" and "WITH ALL FAULTS." Without limiting the generality of the foregoing, Buyer acknowledges that there are no implied warranties, with respect to the physical condition of the Property, or any part or component thereof, the habitability or usefulness of the Property, or its merchantability or fitness for any particular purpose. Nothing in this section shall negate any warranties of Seller as provided in this Agreement.

Buyer's Initials _____

11. **Brokerage Commission.** It is understood and agreed that the Broker's commission is subject to the terms and conditions of a separate agreement between Seller and Broker and is to be paid by Seller. Buyer and Seller each warrant to the other and to Broker that neither has had any dealings with any person, firm, broker, or finder in connection with the Auction, this Agreement and/or the consummation of the purchase and sale contemplated herein, other than Broker and any broker representing Buyer who duly registered with Broker prior to the Auction; and no broker or other person, firm, or entity, other than Broker and such registered broker, is entitled to any commission or finder's fee in connection with this transaction as a result of any dealings or acts of such party. Buyer and Seller each hereby agree to indemnify, defend, protect and hold the other and Broker harmless from and against any cost, expense or liability for compensation, commission, or charges which may be claimed by any broker, finder or other similar entity other than Broker and such registered broker by reason of any dealings or act of the indemnifying party.

12. **Default.**

(a) **By Buyer.** If Buyer defaults Seller may elect to (1) retain the Deposit as liquidated damages as the parties agree that the Deposit is a reasonable Settlement of Seller's damages and not a penalty, this Agreement will be terminated and the parties released of further liability hereunder or (2) apply the Deposit toward Seller's damages which may include, but are

not limited to, loss of bargain, consequential damages and attorneys' fees and expenses and Auctioneer's fees and expenses prior to default.

(b) By Seller. If Seller defaults the Deposit shall be returned to the Buyer, this Agreement will be terminated and the parties released of further liability hereunder.

13. Waiver of Tender. Formal tender of a deed for the Property by Seller to Buyer is waived by Buyer and formal tender of the Purchase Price by Buyer to Seller is waived by Seller.

14. Covenant Not to Record. Buyer will not record this Agreement and any recording of this Agreement by Buyer will constitute a default hereunder.

15. Notices. Any notice to a party hereto shall be in writing and delivered in person or by certified or registered mail to the address above with a copy to Auctioneer addressed to Harry Davis LLC, 1725 Boulevard of the Allies, Pittsburgh, PA 15219, Attn. Leonard A. Davis, President.

16. Binding Effect. This Agreement constitutes the entire agreement between the parties and there are no understandings, oral or written, relating to the sale and purchase of the Property except for the Bidder's Registration by Buyer delivered to the Auctioneer. This Agreement may not be changed, modified or amended, in whole or in part, except in a writing signed by all parties. Whenever used in this Agreement the singular will include the plural, the plural the singular, and the use of any gender will be applicable to all genders. Paragraph headings are inserted for convenience of reference only and do not constitute a part of this Agreement.

17. Buyer Acknowledgement. Buyer acknowledges that Buyer has consulted with or has had the opportunity to consult with counsel of Buyer's choosing prior to registering to bid and bidding at the Auction with respect to the Bidder Registration and the terms and this Agreement both which were posted on the Auctioneer's website prior to the Auction.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have executed this Agreement on the day and year first above written.

“SELLER”

“BUYER”

WCC PROMOTIONS LLC

By _____

Print Name _____

Title _____

EXHIBIT A

After Recording Mail To:

SPECIAL WARRANTY DEED

THIS INDENTURE made this _____ day of _____, 2017, between WCC PROMOTIONS LLC, a Pennsylvania limited liability company (“Grantor”), and _____ a _____ (“Grantee”):

WITNESSETH, Grantor, for and in consideration of the sum of _____ Dollars (\$_____) and other good and valuable consideration paid to Grantor by Grantee, does hereby grant, bargain sell and convey unto Grantee, [his/her/its] heirs, executors, administrators, successors and assigns the following described properties “AS IS,” “WHERE IS” AND “WITH ALL FAULTS.”

PARCEL ONE

ALL that certain lot or piece of ground situate in in the Township of Upper St. Clair. County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at an iron pin in the public road, on a line between lands now or formerly of William W. Donald and Richard Dillon; thence by other lands now or formerly of William W. Donald, South 78° 50’ West, a distance of 80.4 feet to an iron pin near an ironwood tree; thence by other lands of said William W. Donald and the Pittsburgh Coal Company, South 11°10’ East, a distance of 147.5 feet to a pin; thence by the land of said Pittsburgh Coal Company, 71°30’ East, a distance of 77 feet to an iron pin in the public road; thence along the public road and land of Richard Dillon, North 9°30’ West, a distance of 137.7 feet to the place of beginning.

BEING part of the same property which William P. Mullen, Sheriff and Kevin M. Krause, Chief Deputy Sheriff of the County of Allegheny and Commonwealth of Pennsylvania by their deed in Case No. GD14-7059 in the Court of Common Pleas of Allegheny County, Pennsylvania and recorded in the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 15937, Page 306 granted and conveyed unto WCC Promotions LLC, Grantor herein.

BEING part of Tax Parcel ID# 0253-H-00114-0000-00.

PARCEL 2

BEGINNING at a point in a public road, said point being the Northeasterly corner of a tract of land known as the Federal Supply Company Store lot; thence along the line of said store lot, North 47° 40' West, a distance of 90 feet to a point of lands of William W. Donald; thence along said line, North 42° 20' East, a distance of 27.14 feet to a point on line of lands of Pittsburgh Coal Company; thence by the same 13° 3 5' East, a distance of 43 feet to a point; thence by the same North 69° 5' East, a distance of 77 feet to a point in the public road aforesaid; thence by a line along or near the Westerly line of said public road, South 26° 58' West, a distance of 74.46 feet to a point on said public road, at the place of beginning.

BEING part of the same property which William P. Mullen, Sheriff and Kevin M. Krause, Chief Deputy Sheriff of the County of Allegheny and Commonwealth of Pennsylvania by their deed in Case No. GD14-7059 in the Court of Common Pleas of Allegheny County, Pennsylvania and recorded in the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 15937, Page 306 granted and conveyed unto WCC Promotions LLC, Grantor herein.

HAVING erected thereon a commercial dwelling being known and numbered as 1600 Painters Run road, Pittsburgh, Pennsylvania 15243.

BEING part of Tax Parcel ID# 0253-H-00114-0000-00.

PARCEL 3

All that certain lot or piece of ground situate partially in the Township of Upper St. Clair and partially in the Municipality of Mt. Lebanon, County of Allegheny and Commonwealth of Pennsylvania, being known and designated as Lot. No. 2 in the Davic Plan of Lots, as dated March 2, 1983 and recorded May 18, 1983 in the Department of Real Estate of Allegheny County, Pennsylvania, in Plan Book Volume 125, pages 118 and 119.

BEING the same property which William P. Mullen, Sheriff and Kevin M. Krause, Chief Deputy Sheriff of the County of Allegheny and Commonwealth of Pennsylvania by their deed in Case No. GD14-7059 in the Court of Common Pleas of Allegheny County, Pennsylvania and recorded in the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 15937, Page 300 granted and conveyed unto WCC Promotions LLC, Grantor herein.

VACANT land being located on Painters Run Road, Pittsburgh, Pennsylvania 15243.

BEING Tax Parcel ID: 0253-G-00155-0000-00.

TO HAVE AND TO HOLD to and for the use of said Grantee, his heirs, executors, administrators, successors and assigns forever, and the Grantors hereby covenant and agree they will WARRANT SPECIALLY the property hereby conveyed.

NOTICE--THIS DOCUMENT MAY NOT/DOES 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/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. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

WITNESS the hands and seals of the Grantor:

WITNESS:

GRANTOR:

WCC PROMOTIONS LLC, a Pennsylvania limited liability company

By: _____

Title: _____

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS/ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 §1.

WITNESS:

GRANTEE:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this, the _____ day of _____, 2017, before me, the undersigned officer, a Notary Public, personally appeared _____, who acknowledged himself to be the _____ of WCC Promotions LLC, and that he as such being authorized to do so, executed the within Deed for the purpose therein stated by signing the same as the _____ of the Grantor.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public

CERTIFICATE OF RESIDENCE

I hereby certify that the owner mailing address for tax bills is _____.

Print Name _____