

CONDITIONS OF AUCTION AND AGREEMENT OF SALE FOR:

**17. Selling Absolute No Minimum or Reserve**

832 & 840 Trexlertown Road  
(Rte 222 & Rte 100), Breinigsville, PA

3200+/-SF Pole Barn on 1.61 Acres

CONDITIONS OF AUCTION AND AGREEMENT OF SALE FOR REAL ESTATE OF

852 LLC

The conditions of the Auction sale ("Conditions") of the Premises owned by the above-named Owner, described more fully on the sheet entitled "Description of Premises" attached hereto and made a part hereof, by public sale or auction this 25th day of April, 2023, are as follows, to wit:

1. The Premises is being exposed to public sale by the above named Owner or by Louis E. Hoffman, Executor of the Estate of William R. Mayo herein called the "Seller." If the Premises consists of multiple parcels with more than one Owner, the multiple Owners shall collectively be the "Seller" and the Seller shall allocate the Purchase Price between the Owners as Seller shall determine.
2. Tom Hall Auctions, Inc. ("Auctioneer") and all licensees employed by or associated with the Auctioneer represent the Seller in the sale of the Premises.
3. The Auctioneer may recess the auction and may use discretion with respect to the minimum amounts at which the bidding may advance.
4. No person shall retract from his or her bid. Purchaser must be available by cell phone during the conduct of the auction. Further, Purchaser must provide Auctioneer with a valid email address to which Purchaser has access during the conduct of the auction and must provide a copy of his/her driver's license.
5. If any dispute arises between two or more bidders by reason of a matter not covered by these Conditions, the Premises shall immediately be put up again for sale.
6. For Properties listed as Selling Absolute No Minimum or Reserve - This is an absolute auction. There is no minimum or reserve. The highest approved bidder shall be the "Purchaser" and the highest approved bid shall be the "Purchase Price" and these Conditions and the Purchaser's Acknowledgment shall be deemed to constitute the agreement of sale (the "Agreement") between the Seller and the Purchaser. The Auctioneer's decisions with respect to bidding and all matters in respect of conduct of the Auction shall be final, binding and conclusive in all respects.

For Properties listed as Selling with Reserve - - If the highest approved bid for the Premises shall be deemed by the Seller to be insufficient then the Seller shall have, and hereby reserves, the right to reject any and all bids and withdraw the Premises from sale. Otherwise, the highest approved bidder shall be the "Purchaser," and the highest bid shall be the "Purchase Price," and these Conditions and the Purchaser's Acknowledgment shall be deemed to constitute the agreement of sale (the "Agreement") between the Seller and the Purchaser. The Auctioneer's

decisions with respect to bidding and all Auctions shall be final, binding and conclusive in all respects.

7. Immediately at the conclusion of the Auction:

(a) The Purchaser shall pay to the Seller a deposit of at least ten (10%) per cent of the total Purchase Price(s) by good personal check, and Purchaser shall sign a written acknowledgment and acceptance (the "Purchaser's Acknowledgment") in the form hereto attached. **NOTE: If a Purchaser offers a non-personal check (e.g., a business check) as the deposit, the Auctioneer, in his sole discretion, may require proof that the Purchaser is authorized to submit that form of payment.**

If the Purchaser registers to bid online at tomhallauctions.com, a certified funds or wire transfer deposit of \$20,000 shall be required in advance for each property for which Purchaser intends to submit a bid. **NOTE: Online bidders must specify at the time of registration the identity of those lots for which they intend to submit bids; absent such registration, bids submitted online for which registration has not been made will be blocked.** The required deposit(s) must be payable to Tom Hall Auctions, Inc., and must be received by Tom Hall Auctions, Inc. at 4644 PA Route 309, Schnecksville, PA 18078, no later than 11:00 am on Monday, April 24, 2023, as a prerequisite for obtaining approval to bid online at tomhallauctions.com. If 10% of the total bid(s) submitted by a successful online bidder is less than the total of his/her advance deposit(s), the differential must be paid to the Auctioneer, via certified funds or wire transfer, within 24 hours following the conclusion of the auction. Unsuccessful online bidders will receive the return of their deposits within 48 hours following the conclusion of the Auction.

(b) The Auctioneer shall act as escrow agent of all deposit money until date of final settlement, and in no way shall be liable other than for disposition of the deposit money. The deposit money shall be held in a federally insured, non-interest-bearing bank account.

8. The balance of the Purchase Price shall be paid in cash or by certified check at the time of final settlement which shall take place at the convenience of the Seller and Purchaser on or before June 9, 2023, at such place within the county wherein the Premises are located as shall be mutually agreed upon by Seller and Purchaser or Seller may elect settlement to be closed via an escrow style closing with a title company mutually agreed upon by Seller and Purchaser ("final settlement")

9. At the time of final settlement the Seller, at Seller's expense, will make, execute and deliver to the Purchaser a special warranty deed (using the description contained in the deed of conveyance by which Owner acquired its title, less any conveyances out if any and subject to any additional easements specifically noted, as attached hereto) conveying good and marketable title, free and clear of all liens, easements and encumbrances (except any existing encumbrances, covenants, easements and restrictions in the chain of title or appearing upon the ground) and if applicable tenant leases and such as would be insured by a reputable and responsible title insurance company authorized to conduct business in Pennsylvania, at regular rates and without exception. Should such a title insurance company fail or refuse to insure the title to said Premises as good and marketable at regular rates and without exception, the Seller may, at Seller's election, (i) refund the down money paid on account by Purchaser, whereupon these Conditions and the Purchaser's Acknowledgment shall become null and void; or, Seller may, at Seller's expense, take the necessary action within a reasonable period of time to make the title insurable as aforesaid. If, within a reasonable period of time, Seller cannot provide title as aforesaid, Purchaser may terminate this Agreement and receive a full refund of down money and termination of these Conditions and Purchaser's Acknowledgment, which shall be Purchaser's sole remedy

10. All real estate taxes shall be apportioned on the fiscal year basis between the Seller and the Purchaser as of the date of final settlement, and lienable municipal services and/or prepaid utilities (including, but not limited to, refuse collection, water/sewer rents, and the like and if applicable tenant leases) shall be apportioned *per diem* as of date of final settlement. If the Premises is under a special land use assessment (Act 319 or other special land use assessment) and roll back taxes are assessed due to a change in use by Purchaser, or because the Premises are part of a larger tract for qualification for the special land use assessment, then Buyer shall be solely responsible for any "Roll Back" taxes that may be assessed.

11. All State and local realty transfer taxes will be paid by the Purchaser.

12. Possession of the Premises will be given to the Purchaser at the time of final settlement **subject** to tenant leases, if applicable.

13. Purchaser, without any reimbursement from Seller, will pay the cost of any survey, the premium for any mechanics lien insurance and/or title insurance, title search, appraisal fees, charges of any title insurance company, fees of any realtor or attorney or other person engaged by Purchaser to perform any services with respect to the purchase of the Premises, fees and charges of any financial institution or lender, and settlement costs and accruals normally payable by a purchaser of real estate.

14. **IT IS UNDERSTOOD AND AGREED THAT PURCHASER HAS INSPECTED THE PREMISES PRIOR TO THE DATE OF AUCTION SALE AND HAS INVESTIGATED AND/OR SEARCHED AVAILABLE GOVERNMENTAL RECORDS WITH RESPECT TO THE PREMISES, OR WAIVES THE RIGHT TO MAKE SUCH INSPECTIONS, INVESTIGATIONS OR SEARCHES, AND AGREES TO PURCHASE THE PREMISES SOLELY BASED UPON PURCHASER'S SAID INSPECTION INVESTIGATION OR SEARCHES, AND NOT BECAUSE OF, OR IN RELIANCE UPON, ANY ORAL OR WRITTEN REPRESENTATIONS WHATSOEVER MADE BY THE SELLER OR BY THE AUCTIONEER OR BY ANY AGENT OF THE SELLER OR THE AUCTIONEER, AND PURCHASER AGREES TO PURCHASE THE PREMISES IN ITS PRESENT "AS IS, WHERE-IS" CONDITION. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PURCHASER'S OBLIGATION TO COMPLETE FINAL SETTLEMENT IS NOT CONTINGENT UPON THE OCCURRENCE OR SATISFACTION OF ANY CONDITION(S) NOT EXPRESSLY SET FORTH HEREIN.**

15. The Seller will continue until the time of final settlement such existing policies which insure the Premises against damage by fire or other casualty. Any loss or damage to the Premises from and after the date of Auction sale shall not in any way void or impair any of the conditions and obligations of the Purchaser but any proceeds received by the Seller from any insurance company shall be credited by the Seller on account of the Purchase Price. It shall be Purchaser's responsibility, at Purchaser's own cost and expense, to carry such insurance on the Premises as Purchaser may deem desirable.

16. If Purchaser fails to perform any of the terms or conditions of this Agreement the deposit money shall be forfeited and paid by Escrow Agent to Seller as liquidated damages for non-fulfillment of this Agreement and, at the option of Seller, this Agreement shall become null and void, whereupon the Seller shall be free to resell the Premises in any manner as the Seller may so choose.

17. The rights of the Purchaser in this Agreement shall not be assigned or assignable without the prior written consent of Seller. This Agreement shall be binding upon the parties hereto, and their respective heirs, personal representatives successors and/or permitted assigns, if any.

19. **THE PURCHASER IS ADVISED THAT THE IMPROVEMENTS ON THE PREMISES WERE BUILT BEFORE 1978 AND MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. SELLER HAS NO INFORMATION WITH RESPECT TO THE**

PREMISES RELATING TO LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS AND HAS NO KNOWLEDGE OF ANY KNOWN LEAD-BASED PAINT HAZARDS. THE PURCHASER MAY WISH TO OBTAIN A RISK ASSESSMENT OR INSPECTION OF THE PREMISES FOR LEAD-BASED PAINT HAZARDS PRIOR TO PURCHASE, BUT THE SALE IS NOT CONTINGENT UPON PURCHASER'S PERFORMANCE OF SUCH AN INSPECTION OR THE RESULTS OF THEREOF.

20. Seller will be responsible for any notice of assessments for public improvements, and the payment thereof, if received prior to the date of the Auction; and Purchaser will be responsible for any such notice served upon Seller on or after the date of the Auction and for the payment thereafter of any assessments for public improvements.

DESCRIPTION OF PREMISES

Address:

832 and 840 Trexlertown Road, Breinigsville  
Lehigh County, Pennsylvania

[The legal description follows this page]

## 832 and 840 Trexlertown Rd

**ALL THAT CERTAIN** property situated in the Township of Upper Macungie, County of Lehigh and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located in the south side of a private drive along the line of lands now or late of Homer B. Zimmerman said point being distant 520.25' southwest of the centerline of Legislative Route No. 672 (T.R.100) as measured by the following two (2) courses and distances: (1) South 59°13' West 337.26' to a point; South 61 °-15' West 182.99' to a point; the true place of beginning; thence along said lands now or late of Homer B. Zimmerman, the following four (4) courses and distances: (1) South 61 °-15' West 125.90' to a point; (2) South 63 °-54' West 253.28' to a point; (3) North 27°-13' West 181.50' to a point; (4) North 61 °-48' East 366.30' to a point located in the westerly line of lands now or late of Gotthilf Merkle and Erna R. Merkle; thence along said westerly line of lands now or late of Gotthilf Merkle and Erna R. Merkle, South 31 °-40 East 182.99' to a point, the place of beginning.

Under and Subject to the driveway easement set forth in Instrument

Being known as: 832 Trexlertown Road, Breinigsville, PA 18031  
Lehigh County Parcel Identification number: 546522896493-1

BEING THE SAME PREMISES which James C. Barrett and Katherine Patricia Barrett, husband and wife, by their Deed dated September r<sup>d</sup>, 1969 and recorded October 2<sup>nd</sup>, 1969 in the Recorder of Deeds office of Lehigh County at Allentown, Pennsylvania in Deed Book, Vol. 1128 at page 751 granted and conveyed unto the County of Lehigh.

ALSO

**ALL THAT CERTAIN** property situated in the Township of Upper Macungie, County of Lehigh and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located in the south side of a private lane being a corner of lands now or late of Homer B. Zimmerman, said point being distant 337.26' along the course South 59°-13' West of the centerline of Legislative Route No. 672 (T.R. 100); thence along said lands nor or late of Homer B. Zimmerman, South 61 °-15' West 182.99' to a point being the southeast corner of lands nor or late of Viletta Kunkle; thence along the easterly line of said lands nor or late of Viletta Kunkle, North 31 °-40' West 182.99' to a point being a corner of lands now or late of Homer B. Zimmerman; thence along said lands now or late of Homer B. Zimmerman the following two (2) courses and distances: (1) North 22°-30' West 55.11' to a point, (2) North 57°-30' East 181.50' to a point being the northwest corner of other lands of the within named grantor, thence along the westerly line of said lands of the within named grantor, South 29 °-42' East 254.93' to a point, the place of beginning.

Less and Excepting thereout and therefrom Deed Book Volume 1692, page 481.



CONTAINING 1.050 Acres  
being known as: 840 Trexlertown Road, Breinigsville, PA

BEING LEHIGH COUNTY PIN: 546522896493 1 and 546533110100-1

PROPERTY #17 – Auction April 25, 2023  
Owner – 852 LLC

PURCHASER'S ACKNOWLEDGMENT AND ACCEPTANCE

THE UNDERSIGNED HEREBY acknowledge(s), that this 25th day of April, 2023, I/we have become the Purchaser(s) of the subject Premises for the sum of \$ \_\_\_\_\_ and have paid to TOM HALL AUCTIONS, INC., escrow agent, the sum of \$ \_\_\_\_\_ as a deposit and in part payment of the said Purchase Price; and I/we agree to pay the balance of the Purchase Price on or before June 9th, 2023, and, in all other respects, agree to fulfill the foregoing Conditions of Sale which are incorporated herein by reference thereto.

WITNESS my/our hand(s) and seal(s) this 25th day of April, 2023.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Street or Rural Number

\_\_\_\_\_  
City State Zip

SELLER'S ACKNOWLEDGMENT

The aforesaid Purchaser(s) and Purchase Price are hereby approved.

Owner: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

RECEIPT FOR DEPOSIT MONEY

TOM HALL AUCTIONS, INC., escrow agent, hereby acknowledges receipt of the aforesaid deposit money of \$ \_\_\_\_\_.

TOM HALL AUCTIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

PURCHASER'S ACKNOWLEDGMENT AND ACCEPTANCE

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Street or Rural Number

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TOM HALL AUCTIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

omission of Lessee, his employees, agents or representatives and/or that arises out of the use, control or operation by Lessee of any area within the premises from which any hazardous substance is released into the environment or that otherwise arise from the breach by Lessee of any representations, warranty or covenants made by Lessee in the lease relating to the use, storage or disposal of hazardous materials.

- e) In the event Lessee fails to fully comply with all laws, ordinances, orders and rules and regulations referenced above or in the event Lessee releases petroleum hydrocarbons to the environment in a level in excess of those permitted by the appropriate regulatory authorities, Lessor shall have the right, not the obligation, to take any and all actions which Lessor in his sole discretion, deems appropriate to remedy or cause to be remedied such noncompliance or Release. Any and all reasonable action taken by Lessor hereunder shall be for the account of and at the sole expense of Lessee, including legal fees.
- f) "Acceleration clause" In the event of a default the rent for the balance of the term becomes immediately due.

8. "Maintenance. Lessee shall be responsible for all maintenance and repairs to the premises. If any improvement located on the premises shall be partially damaged or partially destroyed, any and all insurance proceeds, to the extent needed for the purposes, shall be devoted by the parties to repairing such damage or replacing such destruction. Any deficiency shall be the responsibility of Lessee. Lessee shall be responsible for all lawn, blacktop and other maintenance, snow and ice removal and all township requirements and regulations. Lessee must have full insurance coverage naming Lessor and its agents/successors additional insured. Lessor will be responsible for all structural damages

9. "Utilities, Tax and Assessments. Lessee agrees to be responsible for all charges for water, sewer and electric current consumed on the premises, all license fees and occupation taxes applicable to the business conducted thereon and ad valorem taxes on property or equipment owned or leased by Lessee upon the premises. Lessee shall be liable for any business related sales taxes or utility bills on the lease premises through the lease commencement date, even if such taxes or assessments become due and payable after the lease commencement date. If public water shall become available, Lessor will pay half to install line into the leased premises, Lessee shall be responsible for the monthly sewer/water bills and all related costs. Lessee shall be responsible for any assessments for the installation of utilities or any municipal assessments for the lease premises. upgrades to water, sewer and electric service lines shall be Lessee's responsibility during the term of the lease and any extension thereof. Any damage or replacement of Bridge will be Lessee's responsibility to conform or replace in accordance with current specs and requirements, (not to exceed \$10,000)

10. "Compliance with Agreements. Lessee covenants and agrees to faithfully and diligently comply with all the terms and conditions of any branded petroleum franchise agreement or similar agreement. Lessee agrees that any proven breach or default under such marketing agreements shall likewise constitute a breach or default under this lease. (gas station)

11. "Default. Lessor and Lessee agree not to exercise any remedies against the other by reason of a default unless and until Lessor and Lessee shall have given to the other notice specifying the default. It is the intention of the parties at that time within which to cure the same shall be for such period

as reasonably necessary to cure such default with due diligence. All remedies provided in this lease are not exclusive and for any breach of this lease, the injured party may pursue any other remedy available at law or in equity. All legal fees are to be paid by Lessee.

12. "Waiver. No waiver by either party or any breach of any of the covenants, conditions or agreements herein contained shall operate as a waiver of such covenant, condition or agreement with respect to any subsequent breach thereof.

13. "Insurance. Lessee during the term of this lease or any renewals shall keep the lease premises insured against claims for personal injury or property damage under a policy of general public liability insurance, with limits of at least five hundred thousand/one million (\$500,000.00/\$1,000,000.00) dollars for bodily injury and one hundred thousand (\$100,000.00) dollars for property damage. Lessee shall keep the lease premises insured at Lessee's sole cost and expenses against claims for personal injury or property damage under a policy of general public liability insurance with limits as set forth hereinabove. During the term of this lease or any renewal, Lessee shall maintain at his own cost, insurance against loss from peril enumerated in the standard policy of fire insurance with extended coverage endorsement, vandalism and malicious mischief. Such fire insurance with extended coverage endorsement shall be in an amount adequate to cover one hundred (100%) percent the cost of replacement of the lease premises and its alterations, additions or improvements. The policy shall contain a clause requiring the insured to give Lessor thirty (30) days notice of change or cancellation of such policies. All policies of such insurance shall name Lessee and Lessor as the insured as their respective interests may appear.

14. "Surrender on Termination. Upon the expiration of the term of this lease or on the sooner termination thereof or upon the expiration of any renewal term hereunder, Lessee shall peaceably and quietly leave, surrender and yield up to Lessor all and singular the lease premises and shall repair all damage to the lease premises caused by or resulting from removal of any removable property of the Lessee or the subtenants. Lessor acknowledges that Lessee reserves the right to remove thereupon any approved trade fixtures. Lessee's improvements all as herein before defined shall vest in Lessor. Lessee shall give 60 days written notice prior to termination term and lessee acknowledges said lease will not terminate between September through March, the winter months.

15. "Condemnation. If, during the term of this lease as a result of a condemnation proceeding by federal, state or local government or any other public, environmental or similar agency or body or any bureau, department or division thereof, or in lieu thereof after the institution of condemnation proceedings, should the condemnation substantially alter ingress and egress to and from the leased premises or reduce the number of parking spaces allocated to the leased premises below eleven (11) spaces or prohibit or substantially impair the business operations being conducted on the lease premises for any reason other than failure of Lessee to conform to law or regulation, shall give the Lessee the option of terminating this lease upon sixty (60) days prior written notice to Lessor. In the event of a taking and Lessee does not elect to so terminate, then rent payments to Lessor shall continue unabated. Should the entire leased premises be condemned for public use, the rent provided shall cease as of the day the physical possession of the leased premises or any part thereof is taken. In the event of a temporary taking resulting in the closing of business within the leased premises or an obstruction of vehicle or pedestrian traffic for a period in excess of thirty (30) days, then in that event, rental

and other payments shall be abated for such periods in excess of thirty (30) days that such closing of business with the leased premises continues. Lessee shall be entitled to prove and recover from the condemning authorities the amount necessary, if any, to compensate Lessee for the taking of his fixtures and equipment and from any removal, business dislocations and moving expenses to which Lessee may be entitled or to any other damages to which Lessee may be entitled for damages to his leasehold interests pursuant to the Eminent Domain Code of the Commonwealth of Pennsylvania or any amendments or additions thereto. It is agreed that the portion of final judgement for the taking of the land and permanent improvements thereof shall be paid to Lessor; each party to this lease shall have the right, at his own expenses, to appear at any condemnation proceedings and to participate in any and all hearings, trials and appeals therein.

16. "Fire or Casualty. If the building upon the lease premises be damaged or rendered untenable by fire or other casualty, Lessee shall continue to make rental payments regardless of whether the building is destroyed. Lessee shall have the exclusive right to insure the lease premises against fire and other perils with an insurer of Lessee's selection. In the event of such damage or destruction of the premises as to render the premises untenable and if Lessee elects to restore and rebuild the premises, all proceeds of insurance shall be payable to Lessee. In the event that Lessee determines not to restore the lease premises within one hundred twenty (120) days of the date of said loss by fire or other casualty, the insurance proceeds shall be paid to Lessor and the lease, at Lessor's option, shall terminate.

17. "Assignment and Sublet. Lessee may assign this lease to a corporation owned or controlled by Lessee. Lessee may sublet all or portions of the lease premises for the remainder of the initial term or any renewal or extension thereof with the approval of Lessor. Lessor's approval shall not be unreasonably withheld, provided that Lessee shall remain primarily liable for the rent payment.

18. "Net Lease. Lessee acknowledges that this lease is intended and is hereby declared to be a "net" lease; it being the intention of the parties hereto that Lessor shall have and enjoy the rent herein reserved to it without deduction therefrom. Nothing herein contained shall be construed so as to require Lessee to pay or be liable for any gift, inheritance, estate, franchise, income, profit, capital or similar tax or any other tax in lieu of any of the foregoing, imposed upon Lessor, or the successors or assigns of the Lessor. Lessee shall be responsible for the payment of all utilities, including but not limited to telephone, water, sewerage and electricity furnished to the lease premises. Lessee shall also pay all real estate taxes imposed upon the lease premises and pay any real estate taxes, county or local, imposed upon the parcel of land described.

19. "Holdover. In the event that Lessee shall occupy and remain in possession of the leased premises after the expiration date of the original term of this lease without having executed a new lease and negotiated an agreed upon rental amount as provided, Lessee, at the option of Lessor, shall be deemed in occupancy and possession of the leased premises as a Lessee from year to year only, at a monthly rental to be fixed by Lessor. In addition, Lessee shall be responsible for all obligations, conditions and provisions and obligations of this lease insofar as the same are applicable to a month to month tenancy.

20. "Indemnification. Lessee hereby agrees to indemnify and hold Lessor and his subsidiary and affiliated companies, as well as each of their officers,

directors, employees and agents harmless from and against any and all losses, claims, demands, damages, costs and expenses, including attorney's fees, which may, at any time, arise or incur due to any breach of or failure by Lessee to perform the warranties, obligations, indemnities, agreements and covenants of Lessee under this lease.

21. "Other Instruments. The parties hereby agree to execute and deliver to one another any and all other instruments and take such other action as may be necessary in order to effectively carry out the purposes and terms of this lease.

22. "Brokerage Commissions. Lessor and Lessee warrant and represent that neither has employed a broker or agent in connection with the negotiation of this lease and each shall indemnify the other and hold him harmless from and against any claim, liability, loss, expense or damage arising from or with respect to a breach of the foregoing warranty and representation.

23. "Recordation. Lessee agrees that if so requested by Lessor, Lessee will execute for purposes of recordation, at Lessee's expenses, a short form of lease for the premises containing the names of the parties, the description of the premises, the term of this lease, a statement regarding the use of the premises and such other information requested by Lessor.

24. "Records. Lessee shall make available to Lessor such records regarding the premises as Lessee considers necessary to comply with the lawful requests, orders or audits of governmental authorities having jurisdiction over Lessee's business. Lessee shall make available to Lessor such records as reasonably required by Lessor for the preparation of any property, monthly DEP required printouts, sales, excise, income or other taxes which Lessor is required to file with respect to Lessee's business.

25. "Offset of Indebtedness. Lessor and Lessee shall have the right, but not the obligation, to offset any indebtedness or amount owed by Lessor to Lessee or Lessee to Lessor or their affiliates against any indebtedness or amount owed by Lessor or Lessee or their affiliates to Lessor or Lessee under this lease or any other agreement between Lessor and his affiliates and Lessee.

26. "Assumption of Liabilities. Except as may be set explicitly forth in this lease, it is expressly understood and agreed that the parties are not assuming and shall not in any way become or be liable for any claim, liability or obligation of each other, whether known or unknown to the parties, fixed or contingent.

27. "Termination of Lease by Lessor. Lessor may, at his election, terminate this lease at any time for non-payment.

28. "Invalidity of Particular Provisions. If any provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall be valid and be enforced to the fullest extent provided by law.

29. "Binding Effect of Lease. This lease and the covenants, warranties, agreements and obligations contained herein shall be binding upon the parties hereto and upon their respective heirs, devisees, legatees, personal and legal representatives, successors, trustees and assigns.

30. "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 closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

31. "Entire Agreement. This lease supersedes any previous agreements between the parties in reference to the premises only and no prior stipulation or agreements, verbal or written, by the parties shall be valid or enforceable insofar as they relate to the lease premises unless embodied in the provisions of this lease. This lease contains the entire understanding of the parties hereto and no modifications shall be effective unless evidenced by a subsequent duly executed written agreement.

32. "Headings. The titles and articles or paragraph headings of this lease are only inserted for convenience, are in no way to be construed as part of this lease and do not, in any way, limit, amplify or otherwise affect the warranties, representations, covenants and agreements contained in this lease.

33. "Notices. Any notice required or permitted to be given shall be determined to have been sufficiently given, as of the date of mailing, deposited in United States mails by first class or certified mail, correctly addressed and with postage and mailing charges prepaid, as follows:

a) Lessor: 1-A Realty, 7475 Hamilton Blvd, P.O. Box 8, Trexlertown, PA 18087

b) Lessee: Mr. Tom Merkle, of 2072 Elbow Lane Allentown PA t/a Merkle's Home Services, LLC Either party may, from time to time, by appropriate written notice, designate a change of address hereunder.

34. "Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of principal and agent, a partnership or a joint venture between the parties hereto. It being understood and agreed that neither the provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee.

35. Acceleration Clause. In the event of a default the rent for the balance of the term becomes immediately due, (yearly minimum).

36. "Governing Law. This lease shall be governed by the laws of the Commonwealth of Pennsylvania. If any provision of this lease agreement shall be declared invalid by judicial determination or by act of Pennsylvania Assembly or by act of any other legislative body or authority to affect this lease agreement, only such provision so declared invalid shall be thus affected and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this lease agreement to be executed as a sealed instrument the day and year first above written.

MR. Tom Merkle, of Merkle's Home Services, Lessee. Witness [Signature]

[Signature], Lessor Witness [Signature]