

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE (this "Agreement") is made on _____, 2017, between **FIRST NATIONAL BANK OF PENNSYLVANIA**, a national banking association, as successor in interest by merger with _____ (the "Seller"), and _____, (the "Buyer").

PREAMBLE

The Seller is the owner of certain real property located at _____, as more particularly described on Exhibit A (the "Property"). The Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, all upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. Sale and Purchase of Property. On the Closing Date (as hereinafter defined) the Seller shall sell to the Buyer, and the Buyer shall purchase from the Seller, all of the Seller's rights, title and interest in and to the Property.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be _____ U.S. Dollars (\$ _____), which amount shall be payable by the Buyer as follows:

(a) Concurrently with the execution hereof the Buyer shall deliver to Colliers International (the "Escrow Agent") an earnest money deposit in the amount of Five Thousand dollars (\$5,000) (such amount, together with any interest earned thereof, being referred to herein as the "Deposit"). The Escrow Agent shall hold the Deposit in escrow in a segregated, insured and interest-bearing account and shall disburse the same in accordance with the terms hereof. Interest earned on the account shall be given by the Escrow Agent to the party which receives the earnest money.

(b) At the Closing (as hereinafter defined) the Buyer shall pay the balance of the Purchase Price to the Seller in immediately available funds.

3. Representations and Warranties of the Seller. The Seller represents and warrants to the Buyer as follows:

(a) Organization; Power and Authority. The Seller is a national banking association duly organized, validly existing and in good standing under the laws of the United States. The Seller has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and all such actions have been authorized by all necessary proceedings on its part.

- (b) Execution and Binding Effect. This Agreement has been duly and validly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.
- (c) No Breach or Default; No Consent; No Violation of Law. The execution and delivery of this Agreement by the Seller, the consummation of the transactions contemplated hereby and the performance by the Seller of its obligations hereunder do not and will not: (i) violate the Seller's Bylaws; (ii) cause a breach or default by the Seller under any agreement, document or instrument to which the Seller is a party or by which the Seller or any of its properties or assets are bound; (iii) breach or otherwise violate any judgment, order, writ, injunction or decree of any court or other tribunal (each a "Court Order") which names the Seller or is directed to the Seller or any of its properties or assets; or (iv) require the consent, authorization or approval of any person or entity. The execution and delivery of this Agreement by the Seller, the consummation of the transactions contemplated hereby and the performance by the Seller of its obligations hereunder are not prohibited by, and do not and will not subject the Seller to any fine, penalty or similar sanction under, any law, statute, rule, regulation, ordinance, code, judgment, order, writ, injunction or decree of any governmental authority (each a "Law").
- (d) Litigation. There is no pending or, to the best of the Seller's knowledge, threatened action or proceeding by or before any court or other tribunal (i) which arises out of or related to the Property in any manner, (ii) seeking to restrain, prohibit or invalidate any of the transaction contemplated hereby or (iii) which, if decided adversely to the Seller, would be likely to result in a material adverse change in the ability of the Seller to perform its obligations hereunder.
- (e) Compliance with Law and Other Restrictions. The Property is in compliance with all applicable Laws and all easements, licenses, covenants and other restrictions affecting the Property in all material respects.
- (f) Environmental Matters. None of the Seller, any person or entity who has occupied or used the Property under or through the Seller or, to the best of the Seller's knowledge, any prior owner, occupant or user of the Property has generated, used, processed, treated, stored, released or disposed of any Hazardous Substance, no Hazardous Substances are present on, under or adjacent to the Property (including without limitation in any body of water located thereon or adjacent thereto or in any groundwater located thereunder). As used in this Agreement the term "Hazardous Substance" shall mean any substance which constitutes, in whole or in part, a pollutant, contaminant or toxic or hazardous substance or waste under, or the generation, use, processing, treatment, storage, release, transport or disposal of which is regulated by, any Law, and shall specifically include without limitation any substance which (i) constitutes a "hazardous substance" under the Comprehensive Environmental Response

Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or a "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (ii) exhibits any of the hazardous characteristics enumerated in 40 C.F.R. Sections 261.20-261.24, inclusive, (iii) constitutes any of those extremely hazardous substances referred to in § 302 of the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613, at 42 U.S.C. § 11002, (iv) constitutes a hazardous material which, when transported, is subject to regulation by the United States Department of Transportation at 49 C.F.R. Parts 171-199 or (v) constitutes asbestos, urea formaldehyde, chlorinated biphenyls (polychlorinated or monochlorinated) or petroleum products.

- (g) Title. The Seller holds and will convey to the Buyer good and marketable fee simple title to the Property which is and will be insurable by any responsible title company at regular rates. There are no leases or agreements in effect relating to the occupancy or sale of any portion of the Property by or to any other person or entity, and no other person or entity has the right to use any portion of the Property except pursuant to easements and other encumbrances which will not, individually or in the aggregate, materially and adversely affect the development or use of the Property by Buyer (the "Project").
- (h) Condemnation. The Seller has no knowledge of any pending or threatened condemnation or taking by eminent domain affecting the Property or any proceeding in respect thereof.
- (i) Taxes and Assessments. The Seller has paid all taxes, assessments and other amounts which have been levied against the Property by any governmental authority, except for those which are not yet due and payable. The Seller has no knowledge of any pending or threatened tax increase or special assessment affecting the Property or of any planned improvement which may result in a special assessment. The Seller has not filed any notice or protest against, or commenced any action or proceeding to review, the real property tax assessments against the Property. No owner's association or other non-governmental entity has the power to levy any assessment against, or impose any lien on, the Property.
- (j) Utilities. Utilities are available on or immediately adjacent to the Property. The Property is or will be served by municipal water and sewer systems.
- (k) Underground Support. The Seller has no knowledge of any geologic fault, abandoned mine or other condition which may adversely affect the support underneath the surface of the Property.
- (l) Zoning. The Property is zoned _____.
- (m) Foreign Person. The Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

4. **Representation and Warrants of the Buyer.** The Buyer hereby represents and warrants to the Seller as follows:

- (a) **Organization; Power and Authority.** The Buyer is a/an individual or corporation (please specify) duly organized, validly existing and in good standing in the Commonwealth/State of _____. The Buyer has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and all such actions have been authorized by all necessary proceedings on its part.
- (b) **Execution and Binding Effect.** This Agreement has been duly and validly executed and delivered by the Buyer and constitutes a legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms, subject to obtaining approval as required herein.
- (c) **No Breach or Default; No Consent; No Violation of Law.** The execution and delivery of this Agreement by the Buyer, the consummation of the transaction contemplated by this Agreement and the performance by Buyer of its obligations do not and will not: (i) cause a breach or default by the Buyer under any agreement, document or instrument to which the Buyer is a party or by which the Buyer or any of its properties or assets are bound; (ii) breach or otherwise violate any Court Order which names the Buyer or is directed to the Buyer or any of its properties or assets; or (iii) require the consent, authorization or approval of any person or entity. The execution and delivery of this Agreement by the Buyer, the consummation of the transactions contemplated hereby and the performance by the Buyer of its obligations hereunder are not prohibited by, and do not and will not subject the Buyer to any fine, penalty or similar sanction under, any Law.

5. **Review Period.** During the thirty (30) day period following the date when this Agreement is executed and delivered by each of the parties (the "Effective Date") the Buyer shall have the right to determine whether it desires to proceed with the acquisition of the Property. Such determination shall be in the Buyer's sole discretion and may be based on, without limitation, any or all of the following matters: (a) the compliance of the Property with environmental, zoning, subdivision and other Laws; (b) the suitability of soils, access, visibility and other physical characteristics of the Property; (c) the availability of utilities and of permits, licenses, variances and other governmental approvals necessary for the development and use of the Project; (d) the state of the title to the Property; and (e) the availability of financing for the acquisition of the Property and the development of the Project. The Buyer shall have the right to perform such surveys, inspections and investigations on or with respect to the Property as the Buyer shall deem to be necessary or desirable in order to make such determination. If the Buyer shall determine that it does not desire to acquire the Property, then it shall have the right to terminate this Agreement by giving notice to the Seller to such effect at any time during such thirty (30) day period; the failure of the Buyer to so terminate this Agreement shall constitute a waiver of this contingency.

6. Matters Prior to Closing.

- (a) Deliveries by the Seller. Promptly after the Effective Date the Seller shall deliver to the Buyer accurate and complete copies of each of the following items relating to the Property, to the extent that the same exist and are in the possession of the Seller or any of its agents: surveys, title reports, title insurance policies, the Seller's deed(s) to the Property, tax bills and receipts for the current year and the past three years, notices from and agreements with any governmental authorities, including without limitation notices of violations of Law and any agreements pertaining to the resolution thereof, and all reports relating to any studies, audits or tests performed on or with respect to the Property, including without limitation any engineering studies, environmental audits and soil and water tests.
- (b) Access to the Property. At all times prior to the Closing the Seller shall provide to the Buyer and to its employees, agents and contractors (i) access during normal business hours and upon prior notice (which may be oral), to the Property and to the books, records and personnel of the Seller relating thereto for the purpose of making any surveys, inspections or investigations permitted by Paragraph 5 and (ii) such information regarding the Property as the Buyer or any of such persons may reasonably request. The Buyer shall promptly repair any damage to the Property caused by its or any such person's entry upon the Property and shall indemnify, defend and hold the Seller harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any such entry upon the Property.
- (c) Condemnation. If at any time prior to the Closing condemnation or eminent domain proceedings are commenced against the Property or any portion thereof the Seller shall give prompt notice of such proceedings, and the result of such proceedings (including without limitation the amount of any award or other payment to be received by the Seller in respect thereof), to the Buyer. If the Buyer receives such notice it shall have the option, at any time prior to the Closing by giving notice to the Seller to such effect, to (i) terminate this Agreement or (ii) proceed with this Agreement and have assigned to it all awards or other payments to which the Seller is entitled on account of such condemnation or taking. If the Buyer shall give a notice to the effect specified in clause (ii) above, then the Buyer shall have the right, at its sole expense, to participate with the Seller in any such proceeding, and the Seller shall not settle any such proceeding without the prior consent of the Buyer.
- (d) Municipal Improvements. Any improvements or other work for which a municipal claim is filed against the Property shall be for the account of (i) the Seller, if the ordinance or resolution authorizing such work is adopted prior to the Closing Date, or (ii) the Buyer, if the ordinance or resolution authorizing such work is adopted on or after the Closing Date.

- (e) Governmental Approvals. The Seller shall cooperate with the Buyer (during the Review Period and/or prior to Closing) in applying for and obtaining all permits, licenses, variances and other governmental approvals necessary for the Buyer to develop and use the Project, including without limitation any rezoning, zoning variances, site plan approvals, plat approvals, building permits and similar land use and regulatory permits and approvals. Where necessary, the Seller shall execute any documents in connection with obtaining such. The Buyer shall be responsible for all fees and expenses incurred in connection with obtaining such governmental approvals and shall provide the Seller with copies of all applications and correspondence relating to, and otherwise keep the Seller informed of the status of, such governmental approvals.

7. Closing.

- (a) Closing and Closing Date. The closing of the transactions contemplated hereby (the "Closing") shall take place at location and time mutually agreeable to the parties, which shall occur on or before the sixtieth day for the full execution of Agreement. The date on which the Closing occurs is referred to herein as the "Closing Date."
- (b) Conditions Precedent to the Buyer's Obligations. In addition to the satisfaction or waiver of the contingencies specified in Paragraph 5, the obligations of the Buyer hereunder to proceed with the Closing shall be subject to the satisfaction by the Seller on or prior to the Closing Date of each of the following conditions precedent:
- (i) the representations and warranties of the Seller set forth herein shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of such date;
 - (ii) the Seller shall have performed or complied with each covenant and agreement to be performed or complied with by it hereunder on or prior to the Closing Date;
 - (iii) title to the Property shall be free and clear of all liens and other claims which can be satisfied by the payment of money, including without limitation any mortgage liens, tax liens, municipal liens, mechanic's liens and materialmen's liens;
 - (iv) there shall be no pending or threatened action by or before any court or other tribunal seeking to restrain, prohibit or invalidate any of the transactions contemplated hereby or seeking monetary relief against the Buyer by reason of the consummation of such transactions, and there shall not be in effect any Court Order which has such effect;

- (v) no event shall have occurred and no condition shall exist which constitutes or, with the giving of notice or the passage of time, or both, is likely to constitute, a material adverse change in the value or utility of the Property; and
 - (vi) the Seller shall have executed and delivered to the Buyer (A) a general warranty deed to the Property reasonably satisfactory in form and substance to the Buyer and its counsel, (B) an affidavit certifying that the Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- (c) Conditions Precedent to Seller's Obligations. The obligations of the Seller hereunder to proceed with the Closing shall be subject to the satisfaction by the Buyer on or prior to the Closing Date of each of the following conditions precedent:
- (i) the representations and warranties of the Buyer set forth herein shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of such date;
 - (ii) the Buyer shall have performed or complied with each covenant and agreement to be performed or complied with by it hereunder on or prior to the Closing Date;
 - (iii) there shall be no pending or threatened action by or before any Court or other tribunal seeking to restrain, prohibit or invalidate any of the transactions contemplated hereby or seeking monetary relief against the Seller by reason of the consummation of such transactions, and there shall not be in effect any Court Order which has such effect;
 - (iv) the Escrow Agent shall have delivered the Deposit to the Seller; and
 - (v) the Buyer shall have delivered to the Seller the balance of the Purchase Price.
- (d) Possession. Possession of the Property shall be delivered to the Buyer upon the satisfaction or waiver of the conditions specified in subparagraph (c) above.
- (i) Possession is to be delivered by deed, keys and:
 - (A) Physical possession to vacant Property, with all structures broom-clean at day and time of Closing, and
 - (B) All items currently in the Property shall become the property of Buyer, including the vault, if one exists.

- (ii) Seller will not enter into any new leases, extensions of existing leases or additional leases for the Property without the written consent of Buyer.
- (e) Proration Items. Water and sewer charges, municipal garbage and rubbish removal charges and real estate taxes shall be prorated as of the Closing Date. Real estate taxes shall be prorated for the calendar year in which the Closing Date occurs based upon all real estate taxes levied or estimated to be levied against the Property in the fiscal year of such taxing body.
- (f) Closing Expenses. The Seller shall be responsible for the cost of deed preparation, all matters of title clearance and a reasonable charge for disbursements made on its behalf. The Buyer shall be responsible for the cost of recording the deed. Real estate transfer taxes shall be borne equally by the Buyer and the Seller.

8. Remedies Upon Default.

- (a) Seller's Remedies. If the Buyer shall default hereunder, the Seller shall have the option, in its sole discretion, to (i) waive any claim for damages or other relief which it may have by reason of such default and retain the Deposit as full and complete liquidated damages or (ii) bring an action for damages.
- (b) Buyer's Remedies. If the Seller shall default hereunder, the Buyer shall have the option, in its sole discretion, to (i) bring an action for specific performance or (ii) have the Deposit returned to Buyer.
- (c) Remedies Exclusive. The parties agree that the foregoing remedies shall be their exclusive remedies in respect of any default hereunder.

- 9. Deed Restriction.** Buyer understands and agrees that the deed from Seller to Buyer will contain a restriction that for a period of ten (10) years the portion of the Property not leased to Seller shall not be used as a Financial Institution or a Financial Services Company nor shall it be used for check cashing or payday loans. "Financial Institution" and "Financial Services Company" shall be defined as an institution for receiving, lending, exchanging and safeguarding money. This encompasses all retail and commercial banking institutions, as well as credit unions, and also includes any company or organization that provides mortgages or makes its income primarily by selling investments. In addition, the Buyer agrees that the portion of the Property not leased to the Seller shall not be used for retail banking for a period of ten (10) years from the date of conveyance nor shall it be used to sell or offer personal or commercial insurance products, which shall include, but not be limited to, property and casualty, employee benefits and life insurance. Retail Banking shall include, but not be limited to services for consumers such as savings, deposits, transactional accounts, mortgages, personal loans, debit cards, credit cards and/or an ATM. The Buyer agrees with the Seller that the restrictions and conditions shall be covenants running with the land, and that in any deed

of conveyance of the premises or any part thereof to any person or persons, the restrictions and conditions shall be incorporated by reference to deed conveying the property.

10. Miscellaneous.

- (a) Amendments. This Agreement may be amended only by a writing signed by each of the parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.
- (b) Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned, pledged or otherwise transferred by either party, whether by operation of law or otherwise, without the prior consent of the other party.
- (c) Consent to Jurisdiction and Service of Process.
 - (i) Each of the parties hereby:
 - (A) irrevocably submits to the jurisdiction of _____ and to the jurisdiction of the United States District Court for the _____ for the purposes of any action or proceeding arising out of or relating to this Agreement or the subject matter hereof and brought by the other party;
 - (B) waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such action or proceeding, any claim that (1) it is not personally subject to the jurisdiction of such courts, (2) the action or proceeding is brought in an inconvenient forum or (3) the venue of the action or proceeding is improper; and
 - (C) agrees that, notwithstanding any right or privilege it may possess at any time, such party and its property are and shall be generally subject to suit on account of the obligations assumed by it hereunder.
 - (ii) Each party agrees that service in person or by certified or registered U.S. mail to its address set forth in subparagraph (g) below shall constitute valid in personam service upon such party and its successors and assigns in any action or proceeding with respect to any matter as to which it has submitted to jurisdiction hereunder.
 - (iii) Notwithstanding the foregoing, either party may at its option bring any action or other proceeding arising out of or relating to this Agreement or the subject matter hereof against the other party or any of its assets in the

courts of any jurisdiction or place where such other party or such assets may

be found or where such other party may be subject to personal jurisdiction, and may affect service of process as provided under applicable Laws.

- (iv) This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.
- (e) Expenses. Except as otherwise specifically provided herein, each party shall be responsible for such expenses as it may incur in connection with the negotiation, preparation, execution, delivery, performance and enforcement of this Agreement.
- (f) Fixtures and Personal Property. All plumbing, heating and lighting fixtures, together with screens, sheds, Venetian blinds and awnings, if any, together with all personal property listed herein, and all trees, shrubbery and plants now in or on the premises herein intended to be conveyed, unless specifically excepted in this Agreement, are included in this sale and purchase price and shall become the property of the Buyer at the time of settlement without further documentation. The following are excluded from this Agreement:
 - (g) Governing Law. This Agreement shall be a contract under the laws of the Commonwealth/State of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the laws of said Commonwealth/State.
 - (h) Maintenance and Risk of Loss.
 - (i) Seller will maintain the Property, grounds and fixtures in its present condition, normal wear and tear excepted.
 - (ii) The risk of loss or damage by fire or other casualty to the premises or improvements thereon from the date of this Agreement until the time of delivery of the deed is assumed by the Seller. If the Seller fails to repair the improvements on the premises caused by such loss or damage prior to Closing, the Buyer shall have the following options:
 - (A) To terminate this Agreement, in which event, all sums paid

on account hereof shall be paid to the Buyer without interest thereon. Upon receipt of such payments, all further claims and obligations between the parties hereto, by reason of this Agreement and on account of the sale and conveyances herein contemplated, shall be released and discharged; or

(B) To accept a deed conveying the premises in accordance with all of the provisions of this Agreement on payment of the aforesaid purchase price and receiving the benefit of all insurance proceeds recovered or to be recovered on account of such loss or damage with respect to the premises and improvements to be sold hereunder less the amount of any moneys actually expended by the Seller on the repairs.

(i) Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder:

(i) shall be in writing;

(ii) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service or telecopier (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and

(iii) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service, or (B) a receipt generated by the sender's telecopier showing that such communication was sent to the appropriate number on a specified date, if sent by telecopier.

All such communications shall be sent to the following addresses or numbers, or to such other addresses or numbers as either party may inform the other by giving five business days' prior notice:

If to the Buyer:

With a copy to:

If to the Seller:

First National Bank of Pennsylvania
 Attention: Real Estate Manager
 One F.N.B. Boulevard
 Hermitage, Pennsylvania 16148
 Facsimile No.: (724) 983-3349

With a copy to:

First National Bank of Pennsylvania
 Attention: Corporate Counsel
 One F.N.B. Boulevard
 Hermitage, Pennsylvania 16148
 Facsimile No.: (724) 983-3349

- (j) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- (k) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, successors and permitted assigns.
- (l) Survival; Duration. All representations and warranties of each party contained herein or made in connection herewith shall survive, and shall not be waived by, any investigation by the other party, the execution and delivery of this Agreement or the performance by the parties of their respective obligations hereunder, including without limitation the delivery of a deed to the Property. All covenants and agreements of the parties set forth herein shall continue in full force and effect from and after the date hereof until such date as all of such covenants and agreements have been satisfied in full or waived or this Agreement has otherwise been terminated, except for such covenants and agreements as survive such termination by their own terms.
- (m) Termination. This Agreement may be terminated prior to the Closing:
 - (i) by mutual agreement of the Buyer and the Seller,
 - (ii) by the Buyer as permitted under Paragraph 5 or if there has been a misrepresentation by the Seller hereunder, a breach by the Seller of any of its warranties or covenants set forth herein or if any of the conditions specified in Paragraph 7(b) hereof shall not have been fulfilled within the time required and shall not have been waived by the Buyer;
 - (iii) by the Seller if there has been a misrepresentation of material fact by the Buyer, a breach by the Buyer of any of its warranties or covenants set forth in this Agreement or if any of the conditions specified in 7(c) shall not have been fulfilled within the time required and shall not have been waived by the Seller; or

- (iv) by the Buyer or the Seller if the Closing shall not have occurred prior to the sixty-first day from full execution of the Agreement; provided, that the Buyer or the Seller may terminate this Agreement pursuant to this clause only if the Closing shall not have occurred on or prior to such date for a reason other than a failure by such party to satisfy the conditions to Closing of the other party set forth in Paragraph 7(b) or 7(c), as applicable.

If this Agreement is terminated by either the Seller or the Buyer as provided above then neither party shall have any further obligations or liabilities hereunder except for obligations or liabilities arising from a breach of this Agreement prior to such termination or which survive such termination by their own terms. Except as otherwise provided in Paragraph 8(a), upon any such termination the Deposit shall be returned to the Buyer.

- (n) Real Estate Agent. Each of the Seller and the Buyer: (i) represents and warrants to the other that it has not employed, been represented by or otherwise dealt with any real estate agent, broker or finder in connection with the sale and purchase of the Property other than Colliers International and that no commission, fee or other compensation is payable in connection with the sale and purchase of the Property except as may be provided in a separate writing signed by the party who is liable for payment of such compensation; and (ii) agrees to indemnify, defend and hold the other harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any breach of the foregoing representation and warranty.
- (o) Waiver of Tender. Formal tender of deed and of the Purchase Price are hereby waived by the parties.
- (p) Covenant Not to Record. The Buyer shall not record this Agreement and any such recording shall constitute a default by the Buyer hereunder.
- (q) Time of the Essence. Time is of the essence with respect to all of the terms of this Agreement. For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period.
- (r) **Coal Notice**. **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. (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 it not intended as notice of unrecorded instruments, if any.)

Unless the foregoing notice is stricken, the deed shall contain the notice as above set forth and shall also contain, and the Buyer shall sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

WITNESS the due execution hereof as of the date first written above.

BUYER:

ATTEST/WITNESS:

By: _____

Name: _____

Title: _____

SELLER:

FIRST NATIONAL BANK OF PENNSYLVANIA

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION