REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (**"Agreement"**) is made as of _________, 2025, by and between **HORIZON FARM CREDIT, ACA,** successor by merger to MidAtlantic Farm Credit, ACA (**"Seller"**), and____, an _____________ [individual/limited liability company/corporation], or its assignees and or nominees (**"Purchaser"**).

RECITALS:

A. Seller owns the subject property of an irregularly shaped parcel consisting of approximately 7.64 acres of vacant land that is located on the southeast side of County Seat Highway in Sussex County, Delaware as legally described on **Exhibit A** (the **"Land"**). The Land together with the improvements, as more specifically described thereon: (i) a building of a 2,052 square foot Cape Cod style home with adjacent enclosed porch, (ii) two poultry house 40 feet by 400 feet, (iii) a poultry house 45 feet by 400 feet, (iv) a poultry house 61 feet by 440 feet, (v) three sheds, one with a composter, one acting as an equipment shed and the third shed (collectively, the **"Improvements"**) and all easements and rights appurtenant thereto and together with the items described at Section 1.2 are referred to collectively as the **"Property"**.

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller subject to and in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

1. PURCHASE AND SALE.

1.1. Purchase and Sale. Seller shall sell to Purchaser and Purchaser shall purchase from Seller, the Property strictly in accordance with and subject to the terms, conditions, and provisions of this Agreement.

1.2. The Property. The Property consists of the fee simple interest in the Land and the Improvements, together with all items of fixtures located at the Property which are owned by Seller and which are used or useful in connection with the maintenance or physical operation of the Property.

2. PURCHASE PRICE.

The purchase price for the Property paid by the Purchaser shall be determined as follows:

The high bid price that is obtained at the time of the initial auction is __________________________ **AND 00/100 DOLLARS ($________________.00),** plus a three percent (3%) premium calculated on the Hammer Price shall equal the total purchase price for the Property of ______________________________ **AND 00/100 DOLLARS ($_______________.00)**, subject to the adjustments and prorations provided for in this Agreement (the "**Purchase Price**").

3. PAYMENT TERMS.

3.1. Earnest Money. Purchaser shall have deliver Thirty Thousand and 00/100 DOLLARS ($30,000.00) (the "**Earnest Money**") to Wilson's Auction Sales, Inc. ("**Auctioneer**") prior to placing a bid on the Property. Upon the bid being accepted by Auctioneer and this Agreement being executed, once the Purchaser's Delaware counsel has been identified, the Earnest Money shall be transferred from the Auctioneer to the Purchaser's counsel. Purchaser's counsel shall hold the Earnest Money for the mutual benefit of the Purchaser and Seller. The Earnest Money shall be transferred by the Purchaser's counsel to the Title Company prior to the Closing where it shall be applied to the Purchase Price at the Closing. Notwithstanding the foregoing, the Earnest Money shall be returned to Purchaser in the limited events where the Seller is either (i) not able to deliver clear title of the Property to the Seller or (ii) the Conditions Precedent in Section 11 of this Agreement have not been satisfied by the Seller.

3.2. Cash Balance. Provided that all conditions precedent to Purchaser's obligations set forth herein are satisfied and Seller has performed all of its obligations hereunder, the Earnest Money and the balance of the Purchase Price, plus or minus prorations, shall be paid to Seller at Closing (hereinafter defined).

4. TITLE.

4.1 Title Commitment. Purchaser shall have the right, but not the requirement to obtain a title insurance commitment (the "**Commitment**") issued by ________________ Title Insurance Company (the "**Title Company**") in the amount of the Purchase Price covering title to the Property, showing title in fee simple vested in Seller. The Commitment shall include proforma copies of the title endorsements that are described at Section 4.3 hereof. Immediately upon completion of the preparation of the updated Commitment (but in no event later than ten (10) business days following the request to the Title Company to update the Commitment), the Title Company shall deliver the Commitment to Seller and to Purchaser.

4.2 Title Clearance. If the Commitment indicates that title to all or any part of the Property is subject to any matter objectionable to Purchaser that will have a material effect on any part of the Property, then Purchaser shall notify Seller (the "**Objection Notice**") no later than the by giving written notice to Seller of such termination at any time on or before the thirtieth (30) day after the Effective Date ("**Contingency Termination Date**"), which of such matters Purchaser agrees to accept (the "**Permitted Exceptions**") and which of such matters are unacceptable (the "**Unpermitted Exceptions**"). Seller shall have a period of ten (10) business days after Seller's receipt of the Objection Notice (the "**Cure Period**") to work toward resolving the Unpermitted Exceptions by having it waived or removed from the Commitment or to obtain a commitment from the Title Company to insure the Purchaser against loss or damage resulting from the Unpermitted Exceptions.

In the event that within the Cure Period, after exercising Seller's best efforts, Seller is unable to cause such Unpermitted Exceptions to be removed from the Commitment, as the case may be, or to obtain the commitment from the Title Company to insure Purchaser against loss or damage resulting from such Unpermitted Exceptions, then the Seller shall so notify the Purchaser. In such case, Purchaser may in its sole discretion, elect to have that part of the Property removed from this Agreement by giving notice of such election to Seller no later than the tenth (10th) day following the receipt of Seller's notice. In the event that Purchaser does not elect to have that part of the Property removed from the Agreement, Purchaser shall be deemed to have waived any objections to the Title Commitment, the Purchaser shall have no further right to terminate this Agreement and shall purchase the Property subject to such Unpermitted Exceptions, without diminution or reduction of, or set off against, the Purchase Price..

4.3 Title Policy. At or prior to Closing, the Title Company shall deliver to Purchaser an ALTA Form 2006 owner's title policy (the "**Title Policy**"). The Title Policy shall be issued in accordance with the provisions of the Commitment, shall be dated as of the time of recording of the Deed, shall name Purchaser as the owner of the Property and shall insure Purchaser's interest in and to any access easement or easements that benefit the Property. At Closing, the premiums and the endorsements for the Title Policy shall be paid by the Purchaser.

5. PURCHASER'S CONTINGENCIES.

(A) Commencing on the Effective Date, Purchaser, its agents and employees shall have the right, upon obtaining the written approval of Seller, to conduct all tests, inspections and other studies concerning any or all of the Property that Purchaser requires be conducted (collectively, the "**Tests**") prior to the Closing.

(B) Seller shall deliver to Purchaser any materials that are in Seller's possession and control that Seller believes, in its sole discretion, may be useful for Purchaser in connection with its evaluation of the Property.

(C) Seller hereby grants Purchaser and Purchaser's agents and employees licenses to enter the Property and, at Purchaser's expense, to conduct the Tests, so long as (i) Purchaser provides reasonable advance notice to Seller prior to the commencement of the performance of such Tests; (ii) Purchaser promptly repairs any damage to the Property caused by any entry upon the Property by Purchaser, its agents and employees and [iii] provides proof of insurance and adds Seller as an additional insured to such insurance certificate.

(D) If Seller is unable to provide clear title to the Property (as outlined in Section 4 above) and Purchaser terminates the Agreement, then the Earnest Money shall promptly be returned to Purchaser by Purchaser's counsel and this Agreement shall be null and void. Neither party thereafter shall have any further obligations or liabilities hereunder and this contract will be of no further force and effect.

6. CLOSING.

6.1. Closing Date. Subject to the applicable provisions of this Agreement, the auction sale of the Property to Purchaser shall be consummated (the "**Closing**") the sixtieth day after such Sale, or sooner if Purchaser and Seller mutually agree to an earlier closing date (the "**Closing Date**"). The Closing shall take place at the office of the Seller's counsel with the concurrent delivery of the documents, funds and other items required pursuant to this Agreement.

6.2. Closing Documents.

(a) Seller shall deliver the following at Closing, all in form and substance reasonably acceptable to Purchaser:

1. A Special Warranty Deed (in the form attached hereto as **Exhibit B**) conveying to Purchaser fee simple title to the Land and Improvements, together with all easements and other appurtenances thereto;

2. Releases of all mortgages and other encumbrances;

3. If required, gap undertaking and all other affidavits, certifications, indemnities and other documents required by the Title Company in connection with its issuance of the Title Policy paid by the Purchaser;

4. A FIRPTA Statement from Seller that Seller is not a "foreign person" or any other foreign entity as such terms are defined in Section 1445 of the Internal Revenue Code and the income tax regulations promulgated thereunder;

5. A certificate executed by Seller confirming that the representations and warranties made by Seller in this Agreement remain true and correct as of the Closing Date;

6. Evidence of Seller's existence and authority to perform its obligations under this Agreement; and

7. Such other documents reasonably required to consummate the transaction contemplated by this Agreement.

(b) Purchaser and its counsel shall deliver to Seller at Closing the Earnest Money and the cash balance of the Purchase Price, plus or minus prorations, together with such documents reasonably required by the Title Company to consummate the transaction contemplated by this Agreement.

(c) Seller and Purchaser shall jointly deliver (i) a closing statement and (ii) all required real estate transfer tax declarations, returns or affidavits.

7. PRORATIONS AND CLOSING COSTS.

7.1 Expenses.

(a) Seller shall be responsible for the payment of all utility bills and charges that are in Seller's name and have accrued through the Closing Date.

(b) Seller shall be responsible for the payment of all recording charges of Seller to clear title.

(c) Any taxes, assessments or other charges due and payable on the Property through the Closing Date which shall be prorated as of Closing.

Except as may be specifically provided in this Agreement, all prorations shall be final.

7.2. Documentary Stamps. Because of the Seller being deemed a governmental entity, this transaction is exempt from the Delaware statutory transfer tax under 30 Del. C. § 5401 et seq. and the equivalent codes of Sussex County. If there are any other expenses or costs from costs of conveyance relating to the sale and conveyance of the Property, those expenses and costs shall be paid in equal proportion by Seller and Purchaser at Closing.

7.3. Costs of Document Preparation and Attorneys' Fees. Each party shall pay the fees of its own attorney and the cost of preparing all documents which this Agreement requires such party to furnish.

8. AS IS WHERE IS ACKNOWLEDGEMENT. Purchaser acknowledges and agrees that (A) the Property is being conveyed by the Seller "as is, where is, with all faults" and that, except for those specifically set forth in Section 10, the Seller makes no express or implied representation or warranties of any kind or nature whatsoever, including, without limitation, any representations or warranties as to the condition, merchantability, or fitness for a particular purpose of the Property, the income derived or potentially to be derived from the Property, or the expenses incurred or potentially to be incurred in connection with the Property; and (B) except for those specifically set forth in Section 10, the Seller hereby expressly disclaims any and all representations and warranties of any kind of nature whatsoever, express or implied.

9. REAL ESTATE COMMISSIONS. Purchaser represents and warrants to Seller that no person or entity has acted as real estate broker, finder or real estate agent to Purchaser to bring about this Agreement. Seller represents and warrants that other than the Auctioneer, no other person or entity has acted as real estate broker, finder or real estate agent to bring about this Agreement. Commission on the Purchase Price shall be paid and divided as follows:

(a) A three percent (3%) commission calculated on the Hammer Price shall be paid to the Auctioneer by the Purchaser; and

(b) a three percent (3%) commission shall be paid to the Auctioneer calculated on the Purchase Price by the Seller.

10. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser that:

10.1. Seller is the owner of fee simple title to the Property and has full power and authority to enter into this Agreement, bind Seller and the Property to the commitments made hereunder, convey or cause the conveyance of the Property to Purchaser, and enter into and perform its obligations as set forth herein.

10.2. There are no documents, instruments or other agreements or obligations, written or oral, that will be binding on Purchaser or the Property after Closing and that have not been disclosed either by the Title Commitment or in writing to Purchaser.

10.3. There are no pending or, to the best of Seller's actual knowledge, threatened, judicial, municipal or administrative proceedings affecting the Property, including without limitation, proceedings for or involving, eminent domain, building code or zoning violations or personal injuries or Property damage alleged to have occurred on the Property or by reason of the condition or use of the Property.

10.4. To the best of Seller's knowledge, no special assessments of any kind (special, bond or otherwise) are or have been levied against the Property, or any portion thereof, which are outstanding or unpaid, and Seller has not received any notice from any governmental authority that any such levy is contemplated.

11. **CONDITIONS PRECEDENT**. Purchaser's obligation to consummate the transaction contemplated by this Agreement is subject to satisfaction of all of the conditions set forth in this Section 11 within the time periods prescribed herein. Purchaser may waive any or all of such conditions in whole or in part but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Purchaser of any of its rights or remedies nor release Seller from any of its liabilities under this Agreement. Satisfaction of such conditions shall not waive any representation or warranty made by Seller.

As of the Closing Date:

(i) Seller shall not be in default in the performance of any covenant or agreement to be performed by Seller under this Agreement.

(ii) All representations and warranties made by Seller shall be true and correct.

If Closing shall not occur due to any one or more of the conditions precedent set forth in this Section 11 having not occurred, then Purchaser may elect to extend the time for such conditions precedent to occur or may elect to terminate this Agreement. If Purchaser terminates this Agreement, then the Earnest Money shall promptly be returned to Purchaser by its counsel and this Agreement shall be null and void. Neither party thereafter shall have any further obligations or liabilities hereunder and this contract will be of no further force and effect

12. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser represents and warrants to Seller that:

12.1. Purchaser has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

12.2. The execution of this Agreement by Purchaser is the duly authorized and legally binding action of Purchaser, and upon execution hereof, Purchaser shall be bound by and subject to the terms and provisions of this Agreement.

13. CAFO COMPLIANCE. The Delaware Nutrient Management Commission, Department of Agriculture, and Department Natural Resources and Environmental Control enacted regulations for Concentrated Animal Feeding Operations (CAFO's). Any Animal Feeding Operation (AFO) that demonstrated a discharge to the environment must comply with CAFO regulations. Any AFO determined to be a CAFO must fully comply with Delaware's Nutrient Management Laws. Compliance means having and implementing a nutrient management plan that meets the State Nutrient Management Program, obtaining and maintaining nutrient management certification, obtaining and maintaining National Pollutant Discharge Elimination System permit, and submitting an annual report. These regulations are designed to control nutrients from Delaware's animal operations and comply with the Federal Environmental Protection Agency's revised Clean Water Act.

14. CASUALTY. In the event of damage to the Property occurring prior to the Closing due to one or more fires, windstorms, hurricanes, hailstorms, floods, explosions, earthquakes or other casualties (each, a "**Casualty**" and collectively, the "**Casualties**"), Seller shall immediately notify Purchaser in writing, and the following provisions shall apply:

(a) If any part of the Property is damaged (the "**Damaged Property**"), Seller shall, at its sole discretion, (A) use its good faith efforts to restore the Damaged Property, prior to Closing, to its previous condition, provided that Seller shall not be required to spend an amount in excess of the Purchase Price or (B) exclude the Damaged Property from this Agreement. If Seller selects option A of the preceding sentence and is unable to complete said restoration prior to Closing, Purchaser shall be entitled to elect by written notice to Seller prior to Closing either (i) to receive a proration credit at Closing for the cost of restoration to be incurred by Purchaser, or (ii) if Seller selects option B of this subsection 14.1(a), Purchaser shall receive a credit at Closing in the estimated cost of restoration not already paid to Seller.

(b) At any time prior to the expiration of twenty (20) days following receipt of the foregoing notice, Purchaser may elect in a written notice to Seller:

(i) to proceed with the Closing, or

(ii) to remove this portion of the Property subject to the casualty from the Agreement by written notice to Seller, in which the parties shall execute an Amendment to this Agreement reducing the Purchase Price prorated equal to the valuation of said Damaged Property.

In the event the parties are unable to agree on the cost of restoration or the estimated date for completion of the restoration, the Purchaser may terminate this Agreement, receive its Earnest Money from the its counsel, and this Agreement will be null and void.

15. DEFAULT/REMEDY. In the event Purchaser breaches or defaults under any of the terms of this Agreement prior to or on the Closing Date, Seller shall be entitled to (i) compel specific performance of this Agreement, in which event Seller may also recover its damages incurred as a result of such default, including but not limited to all of its costs and attorneys' fees in seeking such specific performance, and/or (ii) if specific performance is not possible or if Seller elects not to pursue specific performance, retain the Earnest Money and recover actual damages incurred as a result of such default, which shall include damages resulting from a breach of any warranty or representation of Purchaser as of the Closing even if the same is not discovered until after the Closing, to the extent the same survive the Closing

In the event Seller defaults under any of the terms of this Agreement on or prior to the Closing Date, Purchaser shall be entitled to (i) compel specific performance of this Agreement, in which event Purchaser may also recover its damages incurred as a result of such default, including but not limited to all of its costs and attorneys' fees in seeking such specific performance, and/or (ii) if specific performance is not possible or if Purchaser elects not to pursue specific performance, receive a refund of the Earnest Money.

In the event either party defaults in the performance of any of the covenants or obligations required to be observed or performed by such party (the "**Defaulting Party**") pursuant to the terms of this Agreement, the non-defaulting party ("**Non-Defaulting Party**") shall provide the Defaulting Party with written notice of such default ("**Default Notice**"). Defaulting Party shall have thirty (30) days upon receipt of such Default Notice to cure such default.

16. MISCELLANEOUS.

16.1. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (a) on the same date as the date on which such notice is delivered personally; (b) on the date that is three (3) business days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested; (c) on the date that is one (1) business day after the date on which such notice is sent by recognized overnight courier service (such as Federal Express or any other similar courier service); or (d) on the same business day that email or facsimile transmission is sent, provided that such email or facsimile transmission is sent by 6:00 p.m. Central time on such business day (otherwise, such notice shall be deemed to have been given on the next business day), with a copy of such notice and the transmission receipt to be sent by regular mail on the date of transmission and, in each case, addressed as follows:

If to Purchaser:

With a copy to:

If to Seller: **Horizon Farm Credit**
45 Aileron Court
Westminster, MD 21157
Attn.: Victor Cohen
Telephone Number: 888-339-3334

With a copy to: **Goldstein & McClintock LLLP**
501 Silverside Road, Suite 65
Wilmington, DE 19809
Attn.: Maria Aprile Sawczuk
Telephone Number: 302-444-6710

or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof.

16.2. Assignment. Seller shall not assign this Agreement or any right or interest hereunder to any person or entity without the Purchaser's prior written consent. Purchaser may assign this Agreement, in whole or in part, to nominees or entities created by Purchaser.

16.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the parties hereto and their respective grantees, successors and permitted assigns.

16.4. Amendments. This Agreement may be amended or modified only by a written instrument duly authorized and executed by the party or parties intended to be bound thereby.

16.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

16.6. Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended and shall not be construed to limit, enlarge or otherwise affect the scope or intent of this Agreement or the meaning of any provision hereof.

16.7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

16.8. Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings, written and oral, between the parties hereto relating to the subject matter hereof, including, without limitation, any so-called letters of intent executed by one or both of the parties.

16.9. Time of Essence. Time is of the essence of this Agreement.

16.10. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the other provisions hereof so that this Agreement is valid and enforceable to the fullest extent permitted by law.

16.11. Survival. The warranties of Seller and Purchaser set forth in this Agreement shall be deemed remade as of Closing, and said warranties as so remade shall survive Closing for a period thirty (30) days after the Closing Date.

17. **HORIZON FARM CREDIT, ACA CONFLICT REGULATIONS.** To comply with the applicable Farm Credit Administration regulations, the Purchaser warrants and represents to Seller that:

(a) Purchaser, if an individual, is not an employee or Director of Horizon Farm Credit, ACA;

(b) Purchaser, if a corporation, limited liability company, partnership or other business entity, affirms that no employee or director of Horizon Farm Credit ACA owns any interest in the Purchaser, including, but not limited to, the interest of a member, shareholder or partner; and

(c) Purchaser is not acting as an a agent on behalf of any employee or director of Horizon Farm Credit, ACA who owns or is to own a legal or equitable interest in the Property.

18. **EFFECTIVE DATE.** For purposes of this Agreement the phrase "**Effective Date**" shall mean the date in which the last of Seller and Purchaser have executed this Agreement and delivered a fully executed original thereof to the other party.

(The remainder of this page intentionally has been left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER:

HORIZON FARM CREDIT, ACA

By:______________________________
Name:____________________________
Its:______________________________

PURCHASER:

By:______________________________
Name:____________________________
Its:______________________________

SCHEDULE OF EXHIBITS

EXHIBIT A	-	Legal Description of Property
EXHIBIT B	-	Form of Special Warranty Deed

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL that certain tract, piece and parcel of land, situate, lying and being on the south side of Route #28 (twenty-eight); Nanticoke Hundred, Sussex County, Delaware, more particularly described as follows:

BEGINNING at a¾ (three-fourth) iron pipe set on the southerly right of way of Route #28 (twenty-eight); thence along said right of way, South 6S (sixty-five) degrees 44 (forty-four) minutes 26 (twenty-six) seconds West 342.61 (three hundred forty-two point sixty-one) feet to a 4" (four inch) concrete market set; thence, South 50 (fifty) degrees 34 (thirty-four) minutes 05 (five) seconds East 174.18 (one hundred seventy-four point eighteen) feet to a 4" (four inch) concrete marker set; thence, South 48 (forty-eight) degrees 15 (fifteen) minutes 06 (six) seconds East 20 1.21 (two hundred and one point twenty-one) feet to a 4 (four inch) concrete marker set; thence, South 05 (five) degrees 29 (twenty-nine)minutes 42 (forty-two) seconds West 127.88 (one hundred twenty seven point eighty-eight) feet to a point; thence, South 50 (fifty) degrees 33 (thirty-three)minutes 24 seconds East 4S9.98 (four hundred fifty-nine point ninety eight) feet to a point; thence, North 39 (thirty-nine) degrees 28 (twenty-eight) minutes 08 (eight) seconds East 47S.12 (four hundred seventy-five point twelve) feet to a 4" (four inch) concrete marker set on the right of way of Route #444 (four hundred forty-four); thence, North 54 (fifty-four)degrees 38 (thirty-eight) minutes 06 (six) seconds West 756.96 (seven hundred fifty-six point ninety-six) Feet to the place of BEGINNING, containing therein 7,649 acres of land more or less as surveyed by J.J. McCann, Inc., dated the 281 day of December, 1983, and filed for record in the Office of the Recorder of Deeds, Georgetown, Delaware, in Plot Book 29, page 223.

BEING the same lands and premises which William L. West and Karen M. West, Trustees of the Joint Revocable Trust of William L. West and Karen M. West dated October 13, 2006, by Deed dated May 23, 2013 and recorded May 28, 2013 in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Book 4129, Page 336.

EXHIBIT B

SPECIAL WARRANTY DEED

See attached.

Tax Map and Parcel No. _____________

Prepared By:
Aaron R. Harburg, Esq.
Goldstein & McClintock LLLP
501 Silverside Road, Suite 65,
Wilmington, Delaware 19806

After Recording Return to:

Name: _________________________
Address: _______________________
____

Space above this line for the recorder's use only.

Special Warranty Deed

STATE OF DELAWARE
SUSSEX COUNTY

This Special Warranty Deed made this _____ day of _________, 2025, between Horizon Farm Credit, an Agricultural Credit Association of 300 Winding Creek Blvd. Mechanicsburg, Pennsylvania 17050, party of the first part and ___________________ of __________________________, party of the second part.

Witnesseth, that said party of the first part for and in consideration of the sum of _________________ ($______________), the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part the following described real estate, situated in Sussex County, Delaware, to wit:

ALL that certain tract, piece and parcel of land, situate, lying and being on the south side of Route #28 (twenty-eight); Nanticoke Hundred, Sussex County, Delaware, more particularly described as follows:

BEGINNING at a¾ (three-fourth) iron pipe set on the southerly right of way of Route #28 (twenty-eight); thence along said right of way, South 6S (sixty-five) degrees 44 (forty-four) minutes 26 (twenty-six) seconds West 342.61 (three

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BEING the same lands and premises which William L. West and Karen M. West, Trustees of the Joint Revocable Trust of William L. West and Karen M. West dated October 13, 2006, by Deed dated May 23, 2013 and recorded May 28, 2013 in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Book 4129, Page 336.

SUBJECT to all easements, restrictions, reservations, agreements, and covenants of record, if any, affecting the property or the title thereto, together with the benefits of the same.

TOGETHER WITH all the improvements thereon and the appurtenances thereunto belonging (the "Property").

AND warrant the title to the same, against any challenge claiming by, through, or under, the Grantor(s), but not otherwise.

TO HAVE AND TO HOLD, the Property aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in any wise appertaining unto the said Grantee(s) and unto Grantee(s)'s heirs, successors, and assigns forever, the said Grantor(s) hereby covenanting that the premises are free and clear from any encumbrance done or suffered by Grantor(s).

In witness whereof, the said party of the first part hath hereunto set his hand and seal.

Grantor

Horizon Farm Credit, ACA

By: ___________________________
[Name and Title]

300 Winding Creek Blvd.
Mechanicsburg, Pennsylvania 17050

Witness

Name: ________________________

Address: ______________________

____

STATE OF DELAWARE
COUNTY OF SUSSEX

I, the undersigned, a Notary Public in and for Sussex, in Delaware, hereby certify that ___________________________, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day this date.

Given under my hand this ____ day of _______, 2025.

____
Notary Public

My Commission Expires: __________

WILSON'S AUCTION SALES, INC.

P.O. BOX 84 – 10120 DUPONT BLVD.
LINCOLN, DELAWARE 19960

DAVID L. WILSON, Auctioneer & Sales Manager

Telephone (302) 422-3454
Fax (302) 422-0462

CONTRACT
VALUABLE REAL ESTATE
Friday, August 15, 2025

REAL ESTATE DESCRIPTION: Sussex County Parcel ID # 2-31-19.00-15.01
16450 County Seat Highway, Georgetown, Delaware. 7.65 acres +/- of land, w/ improvements thereon.

REAL ESTATE TERMS: Purchaser shall pay $30,000 down payment day of sale with cash or certified check made payable to Wilson's Auction Sales, the balance to be paid within 60 days or less. Prospective bidders must present the initial deposit in cash or certified funds at the time of registration. A 3% Buyer's Premium will be added to the final hammer price. Purchaser & Seller shall split equally the Delaware 2 1/2% State Realty Transfer Tax and the 1 1/2% Sussex County Realty Transfer Tax. Purchaser shall pay any and all other settlement costs. If the above terms are not complied with, the down payment shall be forfeited. This property is being sold "as is and where is" with no expressed or implied warranty. Buyers are responsible for their own due diligence. Property is being sold to be clear of all liens, with clear and marketable title guaranteed, or deposit will be refunded. Announcements made day of sale supersede all advertisements.

BID PRICE ____________________ **3% BUYER'S PREMIUM** ____________________

TOTAL PRICE (INCLUDING BUYER'S PREMIUM) ____

DEPOSIT ______________________ **BALANCE DUE** ___________________________

PURCHASER:

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X______________________________________
Signature of Purchaser

X______________________________________
Signature of Purchaser

WITNESS:______________________________

NOTARY PUBLIC:

______________________________________ __________
Date

SELLER:

____

Horizon Farm Credit, ACA
303 Winding Creek Boulevard
Mechanicsburg, PA 17050

"We Don't Talk Service . . . We Give It"