CONTRACT FOR SALE OF REAL ESTATE (AUCTION SALE)

This Contract for Sale of Real Estate (this **"Contract"**) is made as of _____, and becomes effective as to the Buyer upon acceptance by the auctioneer and as to the seller upon full execution and delivery by Seller and Buyer (the **"Effective Date"**), by and between:

SELLER: The Estate of Christopher Ogles, by co-administratrixes Diane Ogles and Audrey Ogles, solely in their representative capacities and not individually, with a mailing address of 611 Main Street, Toms River, NJ 08753.

BUYER: _____, with a mailing address of _____.

AUCTIONEER / ESCROW HOLDER (if used): Peter Costanzo Auctioneers, with a mailing address of 22 Smock Street, Neptune City, NJ 07753.

The words **"Buyer"** and **"Seller"** shall include all persons and entities listed above as buyer or seller, respectively, and their permitted successors and assigns where the context so requires.

BACKGROUND

A. An auction sale of the real property identified below (the **"Auction Sale"**) was conducted on September 23, 2026.

B. Buyer was the successful high bidder at the Auction Sale.

C. This Contract is entered into to memorialize the terms and conditions of the sale of the Property by Seller to Buyer arising from the Auction Sale.

D. Buyer acknowledges that Buyer had the opportunity, before bidding, to inspect the Property, perform such due diligence as Buyer deemed appropriate, and consult legal counsel regarding this Contract and the Auction Sale.

E. Seller is the Estate of Christopher Ogles, and Diane Ogles and Audrey Ogles are executing this Contract solely in their fiduciary capacities as co-administratrixes.

1. **AGREEMENT TO PURCHASE.** Seller agrees to sell and Buyer agrees to buy all of Seller's right, title, and interest in and to the Property upon the terms and conditions set forth in this Contract.

2. **PROPERTY.** The real property to be sold under this Contract (the **"Property"**) is commonly known as **201 Hulme Street, Mount Holly, NJ 08060**, together with all improvements, appurtenances, hereditaments, easements, and Seller's right, title, and interest therein, and further identified as:

    - Municipality: Mount Holly

- County: Burlington
- State: New Jersey
- Tax Map Block: 113
- Tax Map Lot: 25,26,27
- Qualifier (if any):

3. **PERSONAL PROPERTY AND FIXTURES.** Included in the sale, without additional consideration, are all fixtures permanently attached to the Property and the following personal property, if any: unknown but all is included. Any personal property included in the sale is conveyed in its then-existing **AS IS** condition as of Closing.

4. **PURCHASE PRICE.** The total purchase price (the **"Purchase Price"**) shall be:

   - High Bid: $
   - Buyer's Premium, if applicable: $
   - **Total Purchase Price:** $

5. **MANNER OF PAYMENT.** Buyer shall pay the Purchase Price as follows:

   - **Initial Deposit:** $_____ due upon signing and delivery of this Contract to the auctioneer, of which $_____ shall be in certified funds, bank check, or cashier's check.
   - **Balance at Closing:** $_____, subject to adjustments, by wire transfer or other immediately available United States funds acceptable to the closing agent.

6. **DEPOSIT MONIES.** The deposit paid by Buyer (the **"Deposit"**) shall be held in a non-interest-bearing trust or escrow account of Peter Costanzo Auctioneers, if used, or such other escrow holder as Seller designates in writing. The Deposit shall be applied toward the Purchase Price at Closing. If Buyer defaults under this Contract, Seller may exercise the remedies set forth in Paragraph 25, and the escrow holder is authorized to disburse the Deposit as provided in this Contract. Time is of the essence as to Buyer's payment of the Deposit.

7. **BUYER'S PREMIUM / COMMISSION.** If a buyer's premium applies to the Auction Sale, Buyer shall pay the buyer's premium stated in Paragraph 4 in addition to the high bid. Buyer acknowledges that Peter Costanzo Auctioneers is the only auctioneer, broker, or commission claimant authorized by Seller in connection with the Auction Sale.

8. **NO MORTGAGE CONTINGENCY / FINANCIAL ABILITY.** Buyer represents that Buyer has sufficient immediately available or timely available funds to complete the purchase of the Property. This Contract is **not contingent** upon Buyer obtaining financing, selling other property, or satisfying any other financial contingency.

9. **CLOSING.** Closing shall take place on _____, which is intended to be [___] days after the Auction Sale, at the office of [Title Company / Closing Agent], or remotely through that office, between 10:00 a.m. and 4:00 p.m., unless the parties otherwise agree in writing. **Time is of the essence** as to Closing.

10. **DEED; SELLER DOCUMENTS.** At Closing, Seller shall deliver to Buyer a duly executed fiduciary deed, bargain and sale deed with covenants against grantors' acts, administrator's deed, or other deed form acceptable to the title company and consistent with Seller's representative capacity, together with such affidavits, certifications, transfer forms, residency forms, consideration forms, tax forms, estate authority documents, and other customary closing documents as are reasonably required to convey title pursuant to this Contract.

11. **QUALITY OF TITLE; PERMITTED EXCEPTIONS.** Seller shall convey marketable and insurable title, subject only to the following permitted exceptions, none of which shall be deemed title defects:

- matters disclosed by an accurate survey or physical inspection of the Property;
- easements, rights-of-way, covenants, restrictions, reservations, and agreements of record;
- zoning laws, ordinances, regulations, and other governmental restrictions affecting the Property;
- taxes, water charges, sewer charges, and municipal assessments not yet due and payable as of Closing;
- utility easements and access rights;
- any matters specifically approved in writing by Buyer; and
- any matters shown in the title commitment and accepted by Buyer or waived by failure to object within the time stated in this Contract.

12. **SELLER'S RIGHT TO CURE OR PAY AT CLOSING.** Seller may use the proceeds of Closing to pay off mortgages, judgments, liens, and other monetary encumbrances required to be removed in order to convey title as required by this Contract.

13. **CONDITION OF PROPERTY; DISCLAIMER OF WARRANTIES.**

14. Buyer acknowledges and agrees that the Property is being sold **AS IS, WHERE IS, WITH ALL FAULTS**.

15. Except as expressly set forth in this Contract, Seller makes no representations or warranties, express, implied, or statutory, concerning the Property, including without limitation as to condition, habitability, compliance with laws, environmental condition, zoning, square footage, improvements, occupancy status, utility service, drainage, flood status, or fitness for any particular purpose.

16. Buyer is relying solely upon Buyer's own inspections, investigations, and judgment, and not upon any oral or written statement of Seller, the Auctioneer, or any broker, except as expressly set forth in this Contract.

17. Seller shall have no obligation to make repairs, replacements, treatments, remediation, improvements, or credits of any kind.

18. **PROPERTY INSPECTION AND DUE DILIGENCE.** Buyer acknowledges that Buyer had the opportunity, before the Auction Sale and before signing this Contract, to inspect the Property and conduct whatever due diligence Buyer deemed necessary, including physical, structural, legal, environmental, pest, survey, zoning, flood, title, and municipal investigations.

    Buyer waives any right to post-signing inspections or diligence contingencies unless expressly stated in a written addendum signed by Seller.

    Buyer shall have no right to cancel this Contract based upon facts, conditions, or information discovered after the Auction Sale, except as expressly provided in this Contract.

19. **CLOSING COSTS AND EXPENSES.** Seller shall pay for preparation of the deed and Seller's affidavit of title, and any recording fees necessary to discharge monetary liens Seller is obligated to remove.

    Buyer shall pay all other Closing costs, including recording charges for the deed, title search, title insurance, survey, financing costs, settlement or closing fees, diligence costs, and any transfer taxes, fees, or charges allocable to Buyer by this Contract or applicable law.

20. **ADJUSTMENTS AT CLOSING.** Real estate taxes, sewer charges, water charges, rents (if applicable), utilities to the extent customarily adjusted, and similar items shall be adjusted as of the date of Closing. Seller's responsibility for utilities shall end as of 12:01 a.m. on the date of Closing unless otherwise required by the utility provider.

21. **MUNICIPAL ASSESSMENTS.** Seller shall be responsible for confirmed assessments that are due and payable or the amount of which has been fixed as of the Effective Date, unless otherwise stated here. Buyer shall be responsible for assessments first confirmed after the Effective Date.

22. **BUILDING, ZONING, AND LAND USE.** Buyer acknowledges that Seller makes no representation concerning present or future permitted use of the Property. Buyer has been encouraged to investigate zoning, building records, code compliance, certificates, permits, and land use matters before signing this Contract.

23. **CERTIFICATES; MUNICIPAL REQUIREMENTS.** Buyer shall be responsible for applying for and obtaining any certificate of occupancy, resale certificate, smoke

certificate, land use certificate, transfer certificate, or similar municipal approval required solely as a condition to Buyer's occupancy or intended use after Closing, unless a specific municipal pre-transfer certificate is required by law to be furnished by Seller. The absence or delay of any such certificate shall not postpone Closing unless required by law.

24. **POSSESSION; OCCUPANCY; TENANCIES.** Possession shall be delivered to Buyer at Closing vacant.

25. **FLOOD RISK DISCLOSURE.** Buyer acknowledges that Buyer has been encouraged to investigate flood risk, flood insurance availability, and flood-zone status before signing this Contract.

26. **RISK OF LOSS.** Seller bears the risk of loss or casualty damage to the Property until Closing. If, before Closing, the Property is materially damaged, Seller may elect either to repair the damage before Closing or to terminate this Contract by written notice, in which event the Deposit shall be returned to Buyer and neither party shall have further liability except for obligations that expressly survive termination.

27. **RIPARIAN OR TIDELANDS CLAIMS.** If title reveals a riparian, tidelands, or similar State claim affecting the Property, and Buyer is unwilling to accept title with that exception and Seller is unwilling to resolve the objection or grant a credit acceptable to Buyer, either party may terminate this Contract, whereupon the Deposit shall be returned to Buyer.

28. **CONDEMNATION OR EMINENT DOMAIN.** If, before Closing, Seller receives notice of any pending or threatened condemnation, eminent domain, or governmental taking affecting all or any material portion of the Property, Seller shall promptly notify Buyer, and either party may terminate this Contract by written notice before Closing. If terminated, the Deposit shall be returned to Buyer.

29. **BUYER'S FAILURE TO PERFORM.** If Buyer rescinds after acceptance defaults and the transaction fails to close because of Buyer's breach, Seller may terminate this Contract by written notice to Buyer. Upon such termination, Seller may retain the Deposit as liquidated damages, the parties agreeing that Seller's actual damages would be difficult to determine and that the Deposit is a reasonable agreed measure of damages and not a penalty. If Seller elects to retain the Deposit as liquidated damages, that remedy shall be Seller's sole monetary remedy against Buyer, except for Buyer's obligations that expressly survive termination, including indemnity obligations and reimbursement of reasonable attorneys' fees and costs if expressly provided in this Contract or awarded by law.

30. **SELLER'S FAILURE TO PERFORM.** If Seller is unable to convey title as required by this Contract due to a title defect, estate authority issue, or unexpected lien that Seller is unable or unwilling to cure within thirty (30) days after notice, Buyer may terminate this Contract and receive a return of the Deposit as Buyer's sole and

exclusive remedy. Buyer waives claims for specific performance, consequential damages, lost profits, and punitive damages against Seller, except to the extent arising from Seller's willful misappropriation of the Deposit.

31. **ESTATE AUTHORITY; FIDUCIARY CAPACITY; NO PERSONAL LIABILITY.**

    Diane Ogles and Audrey Ogles execute this Contract solely as co-administratrixes of the Estate of Christopher Ogles and not individually.

    Seller shall use commercially reasonable efforts to obtain, before Closing, any approvals, waivers, consents, letters, certificates, or court authorization required for Seller to convey the Property.

    If any required estate or court authority cannot be obtained by Closing despite commercially reasonable efforts, Seller may extend Closing for up to thirty (30) days to obtain the same, or either party may terminate this Contract and the Deposit shall be returned to Buyer.

    No fiduciary, beneficiary, heir, devisee, or estate representative shall have personal liability under this Contract beyond the assets of the Estate, except for liability arising from that person's own fraud or intentional misconduct.

32. **REAL ESTATE COMMISSION.** Seller and Buyer each represent that no broker, real estate salesperson, auctioneer, or finder has been engaged in connection with this transaction in a manner giving rise to any commission or fee, other than Peter Costanzo Auctioneers. Buyer shall indemnify and hold Seller harmless from any commission claim arising by, through, or under Buyer.

33. **RECORDING OF CONTRACT.** Buyer shall not record this Contract or any memorandum of this Contract without Seller's prior written consent.

34. **LEAD-BASED PAINT; OTHER MANDATORY DISCLOSURES.** If applicable law requires any lead-based paint, property condition, flood, or other statutory disclosure or addendum for this transaction, the parties shall execute the same, and such disclosure or addendum shall be deemed part of this Contract. If the Property contains a residential dwelling constructed before 1978, the federal lead-based paint disclosure documents shall be completed before Closing.

35. **OFF-SITE CONDITIONS; INDEPENDENT INVESTIGATION.** Buyer acknowledges that Buyer has been encouraged to investigate off-site conditions, neighborhood conditions, environmental matters, public records, municipal records, and any other matters affecting value or use of the Property before signing this Contract.

36. **MEGAN'S LAW STATEMENT**. Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable

to obtain such information for Buyer. Buyer is encouraged to contact the county prosecutor and to conduct Buyer's own independent investigation before signing this Contract concerning any information that may be disclosable to Buyer. Buyer acknowledges that New Jersey law provides for public access to certain sex offender registry information, and Buyer has had the opportunity to review such information before signing this Contract. Buyer agrees that Seller, the Estate, the co-administratrixes, Auctioneer, and Broker have made no representations or warranties concerning Megan's Law notices, registered sex offenders, or related information, and Buyer waives any right to cancel this Contract or assert any claim against Seller, the Estate, the co-administratrixes, Auctioneer, or Broker based upon any such information or Buyer's investigation thereof.

37. **NO THIRD-PARTY BENEFICIARIES.** This Contract is solely for the benefit of Seller and Buyer and does not create rights in any third party.

38. **GOVERNING LAW; VENUE.** This Contract shall be governed by and construed under the laws of the State of New Jersey. Any dispute arising out of this Contract shall be brought exclusively in the Superior Court of New Jersey in the county where the Property is located, unless another venue is required by law.

39. **SUCCESSORS.** This Contract shall bind and benefit the parties and, where applicable, their respective estates, personal representatives, successors, and permitted assigns.

40. **MODIFICATIONS.** This Contract may be amended only by a written instrument signed by Seller and Buyer.

41. **SEVERABILITY.** If any provision of this Contract is held invalid or unenforceable, the remainder of the Contract shall remain in full force to the maximum extent permitted by law.

42. **NOTICES.** Any notice required or permitted under this Contract shall be in writing and sent to the addresses stated above, with copies to counsel if designated below, by certified mail, recognized overnight courier, personal delivery, or email to the addresses set forth below. Notice shall be effective upon confirmed delivery or refusal of delivery.

- **Seller Notice Address:**
- **Seller Counsel:**
- **Buyer Notice Address:**
- **Buyer Counsel:**

42. **ENTIRE AGREEMENT.** This Contract, together with any signed addenda and mandatory disclosures, contains the entire agreement of the parties and supersedes all prior oral and written negotiations and understandings relating to the sale of the Property.

43. **HEADINGS.** Headings are for convenience only and do not alter the meaning of this Contract.

44. **TIME PERIODS.** If any date or deadline under this Contract falls on a Saturday, Sunday, or New Jersey legal holiday, the deadline shall extend to the next business day.

45. **ASSIGNMENT.** Buyer may not assign this Contract or any rights under it without Seller's prior written consent, which Seller may grant or withhold in Seller's sole discretion. Any attempted assignment without consent shall be void and shall constitute a default.

46. **SIGNATURES; ELECTRONIC DELIVERY; COUNTERPARTS.** This Contract may be signed in counterparts and by electronic, scanned, or facsimile signature, each of which shall be deemed an original and together shall constitute one agreement.

47. **BUYER ACKNOWLEDGMENT.** Buyer represents and warrants that Buyer: (a) had adequate opportunity to inspect the Property before signing; (b) is not relying on representations not expressly set forth in this Contract; (c) has made such inspections and inquiries as Buyer deemed necessary or has elected not to do so; and (d) is entering into this Contract voluntarily after such review and investigation as Buyer deemed appropriate.

48. **NO POST-SIGNING ATTORNEY REVIEW.** Buyer acknowledges that this Contract is part of an auction sale transaction, that Buyer had the opportunity to review this Contract before the Auction Sale and before signing, and that this Contract shall be binding on Buyer upon acceptance by the auctioneer and on Seller upon execution and delivery by the parties without any post-signing attorney review period.

BUYER:

[Buyer Name]
Date: _____

[Buyer Name, if additional]
Date: _____

SELLER:
The Estate of Christopher Ogles,
by co-administratrixes Diane Ogles and Audrey Ogles, solely in their representative capacities and not individually

_____

Diane Ogles, Co-Administratrix
Date: _____

_____

Audrey Ogles, Co-Administratrix
Date: _____

ACKNOWLEDGED BY AUCTIONEER / ESCROW HOLDER (if applicable):

Peter Costanzo Auctioneers

By: _____
Name: _____
Title: _____
Date: _____