Property: 42 Park St, Buffalo, NY 14201 **Auction Date: November 5, 2026**

BIDDER CERTIFICATION FORM

TO BE SIGNED IN PRESENCE OF AUCTION PERSONNEL

By signing this certification and returning it in exchange for a bid number, I hereby certify the following:

1. I acknowledge that I have received a bid package.
2. I have read the Auction Announcements / Rules and Purchase Contract contained in the bid package completely and understand them.
3. I understand that the auction rules will be strictly enforced and that there will be no exceptions.
4. I understand that a 10% buyer's premium will be added to my final bid and is due in addition to my final bid. The buyer's premium is due and earned by BENJAMIN SCHULTZ, Broker at the time of the auction and signing of this contract. Any deposit money may be used by broker to pay auctioneer at the time of signing of this contract.
5. I certify that I currently have sufficient funds to meet the first deposit requirement called for in the Purchase Contract. I further understand that should I fail to close or otherwise breach the contract of sale, I will lose all my deposits and will be liable for any other damages due the seller or broker.
6. I understand that if I am the successful bidder, I will be asked to sign the Purchase Contract immediately upon the conclusion of the auction and immediately pay a **$25,000** deposit.
7. I understand that the executors of this estate (seller) may bid on this property. However, the seller is subject to the same rules as any other bidders and must pay the 10% buyer's premium.
8. I certify that I have personally inspected the real property being auctioned today and agree to accept the property in the condition I find it today. If there is anything concerning the condition of the property I do not understand or about which I need further explanation, I will ask prior to bidding.
9. I understand that the law allows me an opportunity to conduct a lead based paint inspection of risk assessment at my own expense. I understand that I have been given the opportunity to conduct such an inspection prior to the auction date and that if I am the high bidder at the auction, I will be required to sign a Purchase Contract stating that I have waived the right to this inspection.
10. I have shown the copies of the Bidder Certificate Form, the Auction Announcements / Rules, and Purchase Contract to my Attorney and I have obtained his or her written approval to proceed with bidding and/or purchasing the property, and I have filed this approval with BENJAMIN SCHULTZ, Broker, OR I NOW WAIVE MY OPTION FOR ATTORNEY APPROVALS.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ BIDDER # _____

ADDRESS: _____

CITY/STATE/ZIP _____

WORK PHONE # _____ HOME PHONE # _____

WITNESS: _____

BROKER INFORMATION: Real Estate Co. Name _____

Broker Name: _____ Phone # _____

Broker Address: _____

- AUCTION ANNOUNCEMENTS / RULES -

1. **Property sells in "AS IS" condition without acceptance of any contingencies.** Compliance with any government regulations will be the responsibility of the purchaser.

2. **Closing and possession to be on or about December 21, 2026**. The property sells in “AS IS” condition. Therefore, if the Buyer of this property chooses to go to any Lender for financing, the suggested closing date is still to be adhered to, and any repairs, septic or other tests, certifications or permits required by that Lender will be the Buyer's responsibility.

3. Property sells to the highest bidder.

4. A ten percent (10%) Buyers' Premium will be added to the top bid on the real estate. The Buyer’s Premium is due and earned by SCHULTZ REALTY, Broker, at the time of the auction and signing of this contract. Any deposit money may be used by broker to pay auctioneer at the time of signing of this contract.

5. Upon acceptance of the highest bid, **a deposit of $25,000 will be immediately required in cash, cashier's check, or a check acceptable by prior arrangement to SCHULTZ REALTY, Broker. Within 72 hours any remaining balance of 10% of total purchase price including the Buyer’s Premium is to be paid by cash or certified funds.** Said deposit to be held in the Escrow Account of **BENJAMIN SCHULTZ**, Broker. The deposit is non-refundable in case of default or breach of contract on the part of the Buyer. In the event the property fails to close due to NO fault of the Buyer, the deposit will be returned to the Buyer.

6. **TERMS:** All cash or certified funds at the time of closing. **Prior to the sale, interested parties and potential Purchasers are encouraged to contact any Lender with whom they have or can establish a business relationship.**

7. Bidding and conduct of the sale are at the discretion of the auctioneer. **BENJAMIN SCHULTZ**, Broker, and all of his agents or employees are acting as an agent for the seller.

8. If there are any inconsistencies between published statements and announcements the day of the auction, the announcements shall prevail. At his discretion, the auctioneer may take intermissions to confirm bidder's qualifications and allow bidders the opportunity to fully consider their position.

9. This Purchase Contract has been approved as to form by the Seller’s Attorney. Before bidding we recommend the Buyer have his or her Attorney review the Purchase Contract.

10. **WHEN SIGNED, THE PURCHASE DOCUMENT BECOMES A BINDING CONTRACT. WE RECOMMEND THAT THE BUYER CONSULT AN ATTORNEY BEFORE BIDDING, SINCE NO CHANGES OR CONTINGENCIES TO THIS CONTRACT WILL BE ACCEPTED. The only items added to this Purchase Contract at the time of closing shall be the purchase price, terms acknowledgements, and the Parties signatures. You must either show this Purchase Contract to an Attorney prior to bidding and obtain his or her written approval and file written approval with BENJAMIN SCHULTZ, Broker, at the time of Bidder Registration, OR you must elect to waive Attorney Approval.**

11. This is part of an Estate. Being as such, all heirs have a right to bid individually and are under obligation to all rules and regulations.

12. Any personal property of the seller remaining on the property at the time of closing becomes the property of the Buyer.

13. To potential bidders – on auction day all interested parties must fill out a Bidder Certification Form in order to bid. We reserve the right to only accept bids from registered bidders.

PURCHASE CONTRACT

WHEN SIGNED, THIS DOCUMENT BECOMES A BINDING CONTRACT. WE RECOMMEND THAT THE BUYER CONSULT AN ATTORNEY BEFORE BIDDING, SINCE NO CHANGES OR CONTINGENCIES TO THIS CONTRACT WILL BE ACCEPTED. THE ONLY ITEMS ADDED TO THIS CONTRACT AT THE TIME OF SIGNING SHALL BE PURCHASE PRICE, TERMS, ACKNOWLEDGMENTS, AND THE PARTIES SIGNATURES. YOU MUST EITHER SHOW THIS PURCHASE OFFER TO AN ATTORNEY PRIOR TO BIDDING AND OBTAIN WRITTEN ATTORNEY APPROVAL SUBMITTED TO BENJAMIN SCHULTZ, HEREWITH, OR ELECT TO WAIVE ATTORNEY APPROVAL. THIS IS A LEGALLY BINDING CONTRACT, IF YOU HAVE ANY QUESTIONS YOU SHOULD CONTACT AN ATTORNEY BEFORE SIGNING IT.

The undersigned as owners, hereby offer the following property located in the **_City of Buffalo_,** County of **_Erie_**, State of New York, as unreserved public auction held on __ **November 5, 2026** __ The property is known as ___ **42 Park Street___,** tax map #**SBL 140200.100.770-7-18.000** being a __ **HOUSE** __ located on a lot of approximately __ **25 x 120** __**.** For a more complete description of the property, reference is made to the appropriate deed conveying title to the undersigned. Included with the property shall be all fixtures attached to the subject property, and the purchasers agree to purchase said property together with the following items: **None.**

The undersigned hereby agrees to auction said property and the purchasers agree to purchase said property subject to the following conditions:

1. PRICE: The purchaser by signing this offer agrees to pay the Total Purchase Price of $ _____, which includes a Buyer's Premium of $ _____, computed on 10% of his/her last bid of $ _____.

2. BUYER'S PREMIUM: The purchaser understands that this Buyer's Premium is due and earned at the time of the auction and execution of this contract and a portion of the deposit money may be used by the broker to pay this premium at the time of execution of this contract.

3. 1st DEPOSIT: A down payment of **$ _____25,000____** is due at the time of auction and execution of this contract.

4. 2nd DEPOSIT: A second payment of $ _____ is to be received by the broker at _____ _____ within 72 hours of execution of this contract. Time is of the essence in this contract including receipt of all deposits, and the broker must receive the second payment within 72 hours of execution of this contract or purchaser will be in breach of the contract.

5. BALANCE: A payment of $ _____ is due at time of closing which must take place on or about **December 21, 2026**.

6. OWNER FINANCING: The balance of $ ____**X X X X X**____ by sellers taking back a purchase money mortgage in that amount amortized over __**X X**__ years at __**X X**__% interest with __**X X**__ equal monthly installments of ___ **X X** ___.

7. TIME IS OF THE ESSENCE: It is understood and agreed that time is of the essence in this contract and the subject closing must take place on or before the above-mentioned date or the purchasers will be in breach of the contract. However, it is also understood and agreed that a reasonable extension of time to close may be granted by either party for the purpose of checking title or obtaining other legal documents which are necessary to close. Said "reasonable extension of time" shall be a period of time agreed upon between seller and purchaser. This reasonable extension of time does not include granting the purchaser more time for the purpose of obtaining financing, since this is a non-contingent offer, unless otherwise agreed upon between seller and purchaser.

8. PROPERTY SOLD AS IS: The subject property is being sold "as is" with the purchaser of bidder acknowledging that he/she has had due and ample opportunity to inspect the premises and in fact has fully inspected the property before bidding on said property. The seller makes no representations whatsoever as to the condition of the subject property including type of insulation found in any structures. By affixing his/her signature to this contract, the undersigned as seller herby accepts the price as bid at the above time and place and filled in by the bidder/purchaser after completion of the auction.

9. ABSTRACTS, TAX RECEIPTS, SURVEY: The undersigned seller agrees to deliver to the purchaser at least five days prior to closing an abstract of title or title insurance, subject to any facts an accurate survey of the premises might disclose, and tax search and tax receipts showing the property free and clear of all liens and encumbrances, except as herein set forth, and except for building and use restrictions, rights of way (covenant and easements of record), and subject to zoning ordinances and to any taxes for local improvements not now completed.

X _____ X _____

Seller(s) Signature Purchaser(s) Signature

10. PLACE OF CLOSING & NON-CONTINGENT OFFER: The transfer is to be completed at the office of the purchaser's financing institution or seller's attorney if there is no independent financing institution on behalf of the purchaser. It is understood, however, that this is a non-contingent contract as there are no contingencies whatsoever in this contract for financing. Upon execution of this agreement, the purchaser is bound to purchase the subject property without contingency for financing or for any other contingency not specifically stated in this agreement.

11. BUYER DEFAULT: Purchaser understands that by signing this contract that he is guaranteeing to pay full purchase price including buyer's premium as long as a clear and marketable title is obtainable. If for any other reason purchaser defaults on property, 100% of purchase price including buyer's premium will be due to sellers and purchaser agrees to pay all seller's attorney's fees to collect this money.

12. SELLER DEFAULT: In the event this transaction fails to close through any fault of the seller or seller's agents or attorney, then seller shall be responsible for full payment of the 10% Buyers' Premium to BENJAMIN SCHULTZ, Broker and all reasonable attorney's fees necessary to collect same, and the earnest money deposit, if any, shall be returned to the purchaser.

13. DEED: The Seller agrees to convey at the time of closing title to the property except as above set forth and subject to the rights of tenants, if any.

14. ADJUSTMENTS: All interest, insurance premiums, rents, and taxes shall be prorated and adjusted as of the date of closing pursuant to local custom.

15. POSSESSION: The possession of the premises shall be delivered on closing and passage of deed.

16. MORTGAGE EXPENSES: It is understood and agreed that the purchaser will be responsible for any and all mortgage tax, recording fees and the seller shall be responsible for stamp tax deed.

17. ASSIGNMENT: This offer may be assigned to an individual or corporation for the purpose of holding title, however, the purchaser shall remain responsible for the faithful performance of the contract.

18. RISK OF LOSS: The risk of loss or damage to the property by fire or other causes until delivery of the deed is assumed by the seller. The parties hereto represent that though purchaser is paying the real estate commission or buyer's premium, BENJAMIN SCHULTZ, Broker is the broker acting strictly as the agent for the seller in this transaction and that no other real estate broker or agent has helped to bring about this sale unless noted elsewhere on this contract.

19. BINDING CONTRACT: It is understood and agreed that once the purchaser signs this contract after auction, it shall be a binding contract without the necessity of any additional countersignature of the seller. This contract shall bind the seller and the buyer and their respective executors, administrators, distributees, successors and assigns.

20. LEAD PAINT: The purchaser acknowledges receipt of all materials regarding lead paint hazards. The purchaser understands that the seller has done no testing regarding lead paint, and purchaser agrees to take the property as is without further testing.

21. SEPTIC: any Septic tests, certifications, repairs and or permits required by the Lender or Erie County will be the responsibility of the Buyer.

Attorney Approval or Waiver

( ) We have shown this Purchase Contract to our Attorney prior to bidding and have filed his or her written approval with BENJAMIN SCHULTZ. _____ (Buyers Initials) _____ (Witness Initials)

( ) We have elected to waive our Attorney's approval. _____ (Buyers Initials) _____ (Witness Initials)

Contract Acceptance Signatures

BUYER(S): _____ DATE: _____

PRINT: _____

BUYER(S): _____ DATE: _____

WITNESS: _____ DATE: _____

I hereby accept the above offer and agree to sell on the terms and conditions set forth; and pay BENJAMIN SCHULTZ, Broker,
the full 10% Buyer's Premium as his fee. The deposit here may be applied thereon.

SELLER: _____ DATE: _____

PRINT: _____

SELLER: _____ DATE: _____

WITNESS: _____ DATE: _____