AJ BILLIG
REAL ESTATE • AUCTIONEERS

ESCROW AGREEMENT

This Escrow Agreement ("Agreement') is entered into as of _____

by and between _____ ("Bidder"), and A. J. BILLIG & CO., LLC ("Auctioneer").

RECITALS:

WHEREAS, The owner (the "Seller") of that certain real property located at 422 York Road (the "Property") has agreed to auction the Property for Sale on or about January 14, 2027 (the "Auction");

WHEREAS, Bidder desires to bid at the Auction and pursuant to the terms of the Auction agreement Bidder has delivered to Auctioneer the sum of $40,000 Dollars (the "Deposit") to secure Bidder's ability to bid at the Auction, which Deposit shall be held by Auctioneer in escrow under the following conditions:

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, Bidder, and Auctioneer agree as follows:

1. **Escrow**. Auctioneer will hold the Deposit and may commingle the Deposit with any other funds. If Bidder wins the auction and signs an agreement with Seller to purchase the Property (a "Purchase Contract"), Bidder expressly authorizes the Auctioneer to continue to hold the Deposit in escrow under the terms of such Purchase Contract as a deposit and this Agreement shall be void and of no further effect from and after the date of such Purchase Contract.

If Bidder wins the Auction and does not sign a Purchase Contract with Seller, the Deposit shall be forfeited by Bidder as liquidated damages. In such event Auctioneer is authorized to transfer such funds to Seller, less any expenses and fees incurred due to Auctioneer pursuant to the Auction, including but not limited to those incurred under any listing agreement, auction employment agreement, engagement letter, or other document evidencing the Seller having contracted the Auctioneer's services. Bidder's failure to sign a Purchase Contract after entering a winning bid at the Auction shall be a default under this Agreement and Bidder waives any claim to the Deposit as a result of such Default.

In the event that Bidder does not win the Auction, Auctioneer shall refund the Deposit to Bidder within two (2) business days following the date of the Auction.

At such time as the Deposit is disbursed this Agreement shall terminate and shall be of no further force or effect.

2. **Concerning Auctioneer**. Bidder hereby covenants and agrees with Auctioneer as follows: (a) Auctioneer is not a party to, or bound by any other agreement, between Seller and Bidder which may relate to this Agreement. (b) Other than a claim for a release of the Deposit actually held by Auctioneer (which claim shall terminate upon the release by Auctioneer of the Deposit pursuant to this Agreement), Bidder shall not have any claim whatsoever against Auctioneer and Bidder waives any such claims and agrees indemnify and hold Auctioneer harmless from any such claims. In the event of any dispute regarding the Deposit, Auctioneer shall be entitled to interplead such Deposit with a court of competent jurisdiction and thereafter shall be released from all liability for such Deposit under this Agreement.

6500 Falls Road, Baltimore, MD 21209 ■ 410-296-8440 ■ www.ajbillig.com

AJ BILLIG
REAL ESTATE • AUCTIONEERS

3. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, including by facsimile and email, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4. **Miscellaneous Provisions**. This Agreement shall be governed by and construed under the laws of the State of Maryland, without regard to its conflict of laws provisions. This Agreement shall be binding upon each party hereto and such party's heirs, legal representatives, successors and assigns and shall inure to the benefit of each party hereto and such party's heirs, legal representatives, successors and assigns. If any party to this Agreement is made up of more than one person, then all such persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Time is of the essence for all matters under this Agreement.

EXECUTED the date and year first written above.

BIDDER SIGNATURE:

Printed Name:

Phone Number:

Mailing Address:

City, State, Zip

Email address for Online Bidding Account:

Email address for bidder (if different than above):

Return Wire Instructions

Routing #:

Account #:

Name on Account:

Bank Name

AUCTIONEER SIGNATURE:

A.J. BILLIG & CO., LLC, by:

Printed Name:

Title:

Please return completed form to:

info@ajbillig.com

or by fax: 410-296-4420