

CONDITIONS OF SALE

The terms and conditions of the present public sale, held Friday October 16, 2026 (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of Karen M. (late Allen R.) McQuate, husband and wife (herein "Seller"), of 14 S. Farmersville Road, Leola, PA. 17540, the present owner of the Premises as hereinafter set forth.

2. **PREMISES**: The property to be sold (herein "Premises") is commonly known as 14 S. Farmersville Road, Leola, PA. 17540 and is more particularly described in the legal description marked Exhibit "A" attached hereto, made a part hereof, and incorporated herein by reference.

3. **PURCHASE AND DOWN PAYMENT**: The auctioneer, Martin & Rutt Auctioneers, LLC, shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser of the Premises upon the Premises being struck off to the highest bidder at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser or "Buyer") shall immediately thereafter execute and deliver to Seller, the Purchaser's Agreement attached to these Conditions of Sale, and shall pay down Twenty-Five Thousand (\$25,000.00) Dollars of the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. Purchaser acknowledges that the down payment shall be paid to the Seller, and shall not be held in escrow. Checks for the down payment will be deposited the next business day. Post-dated or undated checks shall be conclusively deemed to be dated on the date of this sale. The Purchaser further acknowledges that the Premises is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.

4. **REBIDDING**: If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the auctioneer.

5. **TITLE**: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim, and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. This Paragraph 5 only sets forth the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed as obligating the Seller to provide any title search, or title insurance, at the Seller's expense. The costs of any title search and title insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 7 hereof.

6. **SETTLEMENT**: Settlement shall be held at the office of Good Law Firm, 132 West Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect in

Lancaster County, on or before November 30, 2026, (herein "Settlement Date") which time shall be of the essence of this Agreement. Possession of the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

7. **COSTS**: The costs related to this public sale, and the settlement on the Premises, shall be paid as follows:

- (a) Purchaser shall provide and pay:
 - (i) All required state and local realty transfer taxes.
 - (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.
 - (iii) Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Premises, unless expressly contracted for in writing by the Seller.
 - (iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
 - (v) Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.
- (b) Seller shall provide or pay for:
 - (i) Acknowledgements to deed.
 - (ii) Water and sewer rent, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.
 - (iii) A legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a title insurance company of Seller's choice licensed to business in the Commonwealth of Pennsylvania.
- (c) Real estate taxes upon the Premises shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

8. **REJECTION OF BIDS**: Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.

9. **EMINENT DOMAIN AND EASEMENTS:** The Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the Premises, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas, or water pipe serving other than this Premises, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages, or sums are paid after the Settlement Date, Purchaser shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Sellers' receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

10. **CONDITION OF PREMISES AND FIXTURES:** At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance; damages of any kind occurring after possession of the Premises has been given to the Purchaser; damages arising from any condition of the Premises existing on the Public Sale Date; and/or, damages of any kind arising from any taking of the Premises by eminent domain.

The Seller's Disclosure Statement attached hereto notwithstanding, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. ***The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.*** The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations.

In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold

harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

11. **REAL ESTATE SELLER DISCLOSURE ACT:** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. '1021, et seq.) (hereinafter called the Act), requires that the seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. The Purchaser further acknowledges that the Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 10 of these Conditions of Sale.

The Purchaser further acknowledges that the auctioneer has not made any specific representations regarding the Premises, and that the Purchaser has not relied upon any representations or statements of the auctioneer. The Purchaser releases the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

12. **LEAD BASE PAINT DISCLOSURE & WAIVER OF RISK ASSESSMENT:** This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (herein "EPA"), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchasers' Agreement attached to these Conditions of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. *The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, the Purchaser acknowledges that the Premises is to be sold "AS IS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.*

13. **RADON DISCLOSURE:** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move

into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

14. **ZONING:** The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **INCLUSIONS WITH PREMISES:** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including if any, but not limited to:

- (a) Any water softening system
- (b) Any central air conditioning fixtures and systems
- (c) Radio and television aerials, masts, and mast and rotor equipment
- (d) Any gas, electric, heating, plumbing, lighting, or water fixtures and systems
- (e) Storm doors and windows, screen doors and fitted window screens
- (f) Any roller or Venetian blinds, curtain and drapery rods and hardware
- (g) Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Premises, except as herein set forth
- (h) Any cook stoves.
- (i) Refrigerator, dishwasher, microwave, washer & dryer

No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein. Nothing in the Sellers' Disclosure Statement attached hereto, setting forth the condition of any items of household goods, shall be interpreted as representing that the same shall be included in the sale of the Premises, unless such items are specifically listed in this Paragraph.

16. **EXCLUSIONS FROM PREMISES:** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement: NONE

17. **FIRE INSURANCE**: Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller, or any mortgagee, or other loss payee thereof. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

18. **PURCHASERS' DEFAULT**: In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

- (a) To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold; and/or
- (b) To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for payment of such loss.

19. **SUMMARY OF CONDITIONS**: The Purchaser acknowledged that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.

20. **PARTIES BOUND**: These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns. All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.

21. **INTENT**: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

IN WITNESS WHEREOF, the Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

Karen M. McQuate, *Seller*

Karen McQuate, executor (late Allen R.), *Seller*

c/o R. Douglas Good, Esquire
Law Firm of Good & Harris, LLP
132 West Main Street
New Holland, PA 17557
717-354-4456

EXHIBIT "A" – LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land together with the improvements thereon erected known as No. 14 Farmersville Road, situate along the West side of Farmersville Road in the Village of Bareville, Township of West Earl, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Easternmost corner thereof at a point in the middle of the Farmersville Road being the Northeast corner of land of August Kikkas and Maria Kikkas; thence leaving said public road and by land of the same and crossing over and Iron pin set on the West side of said road being sixteen (16) feet from said corner in the middle of said road, South seventy-nine (79) degrees and eighteen (18) minutes West, one hundred forty-four and thirty-five hundredths (144.35) feet from Iron pin; thence by land now or late of Freehand N. Buckwalter, North fourteen (14) degrees and thirty (30) minutes West, eighty-five feet to an Iron pin; thence by same, North seventy-nine (79) degrees and eighteen (18) minutes East, one hundred forty-four and thirty-five hundredths (144.35) feet to a point in the middle of the first above mentioned Farmersville Road, having crossed over an Iron pin set on the West side of said road being sixteen (16) feet from said corner in the road; thence along the middle of said road, south fourteen (14) degrees and thirty (30) minutes East, eighty-five (85) feet to the place of Beginning.

CONTAINING two hundred eight-one thousandths (.281) of an acre.

BEING THE SAME PREMISES which Freeland N. Buckwalter and Florence M. Buckwalter, his wife, by their deed dated January 5, 1965 and recorded in the Recorder of Deeds Office for Lancaster County, PA. In deed Book F-54 Page 496 granted and conveyed unto Robert M. Diem and Lois F. Diem, his wife, their heirs and assigns, as tenants by entireties.

UNDER AND SUBJECT TO building restrictions as set forth in Deed Book I-46, page 450.

SELLERS PROPERTY DISCLOSURE STATEMENT

This Statement discloses Seller's knowledge of the condition of the Premises as of the date of the Public Sale, and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by either the auctioneer or attorney for the Seller. Buyer is encouraged to address concerns about the conditions of the Premises that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

1. **SELLER'S EXPERTISE:** Seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the Premises and its improvements except as follows:

2. **OCCUPANCY:** Do you, Seller, currently occupy this property? X Yes No
If "no", when did you last occupy the property?

3. **ROOF:**

- (a) Date roof installed: 01/09/2008 Documented? X Yes No
(b) Has the roof been replaced or repaired during your ownership? X Yes No
If yes, were the existing shingles removed? X Yes No
(c) Has the roof ever leaked during your ownership? Yes X No
(d) Do you know of any problems with the roof gutters or down spouts? Yes X No

Explain any "yes" answers that you give in this section:

SHINGLES: 30 Yr GAF Timberline Shingles

4. **BASEMENTS AND CRAWL SPACES:** (Complete only if applicable):

- (a) Does the property have a sump pump? Yes X No Unknown *- French Drain*
(b) Are you aware of any water leakage, accumulation or dampness within the basement or crawl space?
 Yes X No. If "yes", describe in detail:

- (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? Yes X No. If "yes", describe the location, extent, date and name of the person who did the repair or control effort:

5. **TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS:**

- (a) Are you aware of any termites/wood destroying insects, dry-rot or pests affecting the property?
 Yes X No
(b) Are you aware of any damage to the property caused by termites/wood destroying insects, dry-rot or pests? Yes X No
(c) Is the Premises currently under contract by a licensed pest control company?
 X Yes No
(d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? X Yes No

Explain any "yes" answers that you give in this section:

*I have an active account with Tomlinson Bomberger
Lawn Care for pest control.*

6. **STRUCTURAL ITEMS:**

(a) Are you aware of any past or present water leakage in the house or other structures?

☒ Yes ☐ No

(b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?

☐ Yes ☒ No

(c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the Premises? ☐ Yes ☒ No

Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done if known:

1972- HURRICANE AGNES- WATER IN BASEMENT; REMOVED BY PUMPING OUT.

7. **ADDITIONS / REMODELS:** Have you made any additions, structural changes, or other alterations to the Premises? ☒ Yes ☐ No If "yes", describe:

ADDED WORKSHOP AND PATIO

8. **WATER AND SEWAGE:**

(a) What is the source of your drinking water? ☐ Well on Property ☒ Public Water
☐ Community Water System ☐ Other (explain):

(b) If your drinking water source is not public:

When was your water last tested? _____

What was the result of the test? _____

Is the pumping system in working order? ☐ Yes ☐ No. If "no", explain:

(c) Do you have a softener, filter or other purification system? ☐ Yes ☒ No

If yes is the system ☐ Leased ☐ Owned?

(d) What is the type of sewage system? ☒ Public Sewer ☐ Private Sewer
☐ Septic Tank ☐ Cesspool ☐ Other (explain):

(e) Is there a sewage pump? ☒ Yes ☐ No.

If "yes", is it in working order? ☒ Yes ☐ No

(f) When was the septic system or cesspool last serviced? _____

(g) Is either the water or sewage system shared? ☐ Yes ☒ No. If "yes", explain:

(h) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items? ☐ Yes ☒ No. If "yes", explain:

9. **PLUMBING SYSTEM:**

(a) Type of plumbing: ☒ Copper ☐ Galvanized
Lead ☐ PVC ☒ Unknown ☐ Other (explain):

(b) Are you aware of any problems with any of your plumbing fixtures (e.g. including but not limited to: kitchen, laundry or bathroom fixtures; wet bars; hot water heater; etc.)?

☐ Yes ☒ No. If "yes" explain:

10. **HEATING AND AIR CONDITIONING:**

(a) Type of air conditioning: ☒ Central Electric ☐ Central Gas

- ____ Wall ☒ None. Number of window units included in sale: _____
 Location of window units included in sale, if any: _____
 (b) List any areas of the house that are not air-conditioned: garage, basement
 (c) Type of heating: ____ Electric ☒ Fuel Oil ____ Natural Gas ____ Other (explain): _____
 (d) List any areas of the house that are not heated: workshop
 (e) Type of water heating: ____ Electric ____ Gas ____ Solar ☒ Other (explain): oil boiler
 (f) Are you aware of any underground fuel tanks on the property? ____ Yes ☒ No
 If "yes", describe: _____
 (g) Are you aware of any problems with any item in this section? ____ Yes ☒ No
 If "yes", explain: _____

11. ELECTRICAL SYSTEM:

Are you aware of any problems or repairs needed in the electrical system?
 ____ Yes ☒ No. If "yes," explain: _____

12. OTHER EQUIPMENT & APPLIANCES INCLUDED IN SALE: (Complete only if applicable)

- (a) ☒ Electric Garage Door Opener. Number of Transmitters 2
 (b) 3 Smoke Detectors. How many? 3 Locations: first floor & basement
 (c) ____ Security Alarm System ____ Owned ____ Leased.
 Lease Information: _____
 (d) ____ Lawn Sprinkler # ____ . ____ Automatic Timer
 (e) ____ Swimming Pool ____ Pool Heater ____ Spa/Hot Tub
 Pool/Spa Equipment (list): _____
 (f) ☒ Refrigerator ☒ Range ☒ Microwave Oven ☒ Dishwasher
 ____ Trash Compactor ____ Garbage Disposal
 (g) ☒ Washer ☒ Dryer
 (h) ☒ Intercom
 (i) ____ Ceiling fans Number: ____ Location: _____
 (j) Other: _____

Are any items in this section in need of repair or replacement?
 ____ Yes ☒ No ____ Unknown. If yes, explain: _____

13. LAND (SOILS, DRAINAGE, AND BOUNDARIES):

- (a) Are you aware of any fill or expansive soil on the Premises? ____ Yes ☒ No
 (b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect the Premises? ____ Yes ☒ No

Note to Purchaser: The Premises may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 3913 Washington Road, McMurray, PA 15317 (412) 941-7100.

- (c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this Premises? ____ Yes ☒ No
- (d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? ____
Yes ☒ No
- (e) Do you know of any past or present drainage or flooding problems affecting the property? ____
Yes ☒ No
- (f) Do you know of any encroachments, boundary line disputes, or easements?
____ Yes ☒ No

Note to Purchaser: Most properties have easements running across them from utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Purchasers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records of the Recorder of Deeds Office for the county before entering into an Agreement of Sale.

- (g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? ____ Yes ☒ No
- Explain any "yes" answers that you give in this section:

14. HAZARDOUS SUBSTANCES:

- (a) Are you aware of any underground tanks or hazardous substances present on the Premises (structure or soil) such as, but not limited to, asbestos, Polychlorinated biphenyls (PCBs), radon, lead paint, Urea Formaldehyde Foam Insulation (UFFI) etc? ____ Yes ☒ No
- (b) To your knowledge, has the property been tested for any hazardous substances?
____ Yes ☒ No
- (c) Do you know of any other environmental concerns that might impact upon the Premises? ____ Yes ☒ No

Explain any "yes" answers that you give in this section:

15. CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS:

(Complete only if applicable) Type of Association, if any: ____ Condominium
____ Cooperative ____ Homeowners Association ____ Other

Notice Regarding Condominiums and Cooperatives: According to Section 3407 of the Uniform Condominium Act [68 Pa.C.S. §3407 (relating to resale of units) and 68 Pa.C.S. §4409 (relating to resale of cooperative interests)], a Buyer of a resale unit in a condominium or cooperative must receive a certificate of resale issued by the association in the condominium or cooperative. The Buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the Buyer and for five days thereafter or until conveyance, whichever occurs first.

16. MISCELLANEOUS:

- (a) Are you aware of any existing or threatened legal action affecting the properly?
____ Yes ☒ No
- (b) Do you know of any violations of federal, state, or local laws or regulations relating to this Premises? ____ Yes ☒ No

- (c) Are you aware of any public improvement, condominium or homeowner association assessments against the Premises that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? ____ Yes X No
- (d) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against this Premises that cannot be satisfied by the proceeds of this sale? ____ Yes X No
- (e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the Premises? ____ Yes X No
- (f) Are you aware of any material defects to the Premises, dwelling, or fixtures which are not disclosed elsewhere on this form? ____ Yes X No. A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.
- Explain any "yes" answers that you give in this section:

Karen M. McQuate

Date: October 8, 2026

By: Karen M. McQuate
Karen M. McQuate, *Seller*



GOOD

LAW FIRM

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NICHOLE M. TAYLOR, REAL ESTATE LEGAL ASSISTANT & BOOKKEEPER
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LEAD WARNING STATEMENT

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing, as follows:

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGEMENT

(c) Purchaser has received copies of all information listed above, if any.

(d) The Purchaser waives rights to be provided with the pamphlet *Protect Your Family From Lead In Your Home* concerning the dangers of lead poisoning.

(e) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

PURCHASER'S AGREEMENT & RECEIPT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____ (\$ _____) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty and 00/100 (\$250.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on October 16, 2026, intending to be legally bound hereby.

Purchaser's
Signature(s): _____

Address: _____

Purchaser's
Printed Name(s): _____

Cell Phone: _____

Phone: _____ (h) _____ (w)

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of _____ (\$ _____) Dollars, representing the down payment of Twenty-Five Thousand (\$25,000.00) Dollars of the Purchase Price for the purchase of the Premises.

GOOD LAW FIRM

By: _____
R. Douglas Good, Esquire, Attorney for Seller
Good Law Firm
132 West Main Street, New Holland, PA 17557
717-354-4456