CONDITIONS OF SALE

The conditions of the present public sale, held this 4th day of December 2026, are as follows:

1. SELLER: This sale is held on behalf of Carolyn V. Biehn, (hereinafter individually referred to as "Seller"), the present owner of the Premises as hereinafter set forth.

2. PREMISES: The property to be sold is all that certain tract of land situate at 120 Oakridge Drive, New Holland, Township of Earl, County of Lancaster, Commonwealth of Pennsylvania with improvements being identified as Tax Account Number 190-60948-0-0000` (hereinafter referred to as the "Premises"), and is more particularly described in Exhibit "A" attached hereto.

3. PURCHASE AND DOWN PAYMENT: The auctioneer 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 thereof upon the property being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down a Deposit of THIRTY FIVE THOUSAND DOLLARS ($35,000.00), (the "Down Payment") to the Seller as security for performance under the terms of this Agreement. The Down payment shall be paid directly to the Seller and not held in an Escrow Account.

4. REBIDDING: If any dispute arises among bidders, the property 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, title to the Premises insurable by a title insurance company 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 any 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. In addition, to the extent the same is in full force and effect, the conveyance of the Premises shall be under and subject to matters of record. Seller makes no representation as to the validity, existence, or condition of any vehicle title for any modular or mobile homes situate on the Premises. Buyer shall bear the sole responsibility of conveying any

mobile or modular home title at settlement, and/or the cancellation of same. If seller is unable to convey title of the quality set forth above on or before Final Settlement, Seller may extend the settlement date for up to ninety (90) days by providing written notice to the Purchaser.

6. SETTLEMENT: Settlement shall be held at the office of Smoker Gard Associates LLP, Attorneys at Law, 121 E. Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect, on or before, February 2, 2027, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement.

7. FORMAL TENDER: Formal tender of deed and purchase money are waived.

8. COSTS:

   a. Acknowledgments to deeds shall be paid by **Seller**.

   b. All required state and local realty transfer taxes shall be paid by **Purchaser**.

   c. Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal/calendar year basis as applicable.

   d. Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.

   e. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the **Purchaser**.

9. FINANCING: This sale of real estate shall **not** be contingent upon the Purchaser's ability to obtain financing for the purchase of these Premises, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.

10. SURVEY: Any survey, if desired or required by Purchaser, shall be made at Purchaser's expense.

11. 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 no noncompliance orders from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the property, 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 property, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record or which are noted in

these conditions.

12. CONDITION OF PROPERTY AND FIXTURES: At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises, and that the Premises is being sold unto Purchaser "AS IS", with no guarantee or warranty regarding the condition of the Premises, including the electrical system, heating system, plumbing, water system, sewer system or any portion thereof. In the event any repair or improvement to, or any inspection or testing of the Premises is desired or required by the Purchaser, or by any lender loaning money unto Purchaser for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing, shall be payable solely by the Purchaser. The Purchaser's Agreement shall not be conditioned upon any such inspection or testing, or any specific results from such inspection or testing.

13. REAL ESTATE SELLER DISCLOSURE ACT:

a. __**X**_ The Purchaser acknowledges that a completed form of Real Estate Seller Disclosure has been provided.

b. ____ NO REPRESENTATION OR WARRANTIES BY THE SELLER. As the real estate transaction, which is the subject of this Agreement, involves the transfer by a fiduciary in the course of the administration of a decedent's estate, the Buyer hereby expressly acknowledges that this Agreement is not subject to the Pennsylvania Real Estate Seller Disclosure Law (68 Pa.C.S. §7301 et seq.) and, accordingly, the Buyer hereby expressly acknowledges that a Seller's Property Disclosure Statement will not be executed and delivered by Seller to Buyer prior to Closing. Therefore, it is hereby understood between the parties hereto that the Property is being purchased in its present condition, "As Is", and not as a result of any representations made by the Seller or any selling or other agent of the Seller. Accordingly, the Seller makes no representation or warranty to the Buyer, express or implied, that the Property is free from existing violations, orders, claims, citations penalty assessments, orders, investigations or proceedings under any housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Property is located or the certificate(s) of occupancy issued for the Property.

14. LEAD BASE PAINT DISCLOSURE; WAIVER OF RISK AND ASSESSMENT: Every Purchaser or 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 has no knowledge concerning the existence or nonexistence of lead-based paint and/or lead-based paint hazards in or about the Premises. Purchaser agrees to take the property in an "AS IS" condition with regard to lead-based paint and/or lead-based paint hazards; and further Purchaser hereby releases, quit claims and forever discharges Seller, Seller's Agents, Subagents, Attorneys, or any one of them, and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries, and all consequences thereof, where now known or not, which may arise from the presence of lead-based paint and/or lead-based paint hazards in any building on any property.

15. WATER: The Premises obtains water from a **WELL ON THE PROPERTY**. Seller makes no representation or warranty as to the quality and/or quantity of any on-site or off-property source of water.

16. SEWER: The Premises is serviced by a **PUBLIC SEWER**. Seller makes no representations or warranty as to the quality and/or quantity of any on-site or off-property septic system.

17. ZONING: The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof.

18. ENVIRONMENTAL REQUIREMENTS: Seller has no knowledge that the Premises contains any hazardous or toxic substances, which would require remediation, but has made no independent investigation to that effect. Therefore, Seller makes no representation or warranty to Purchaser, express or implied, as to the condition of the Premises as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including by not limited to radon, asbestos, and urea formaldehyde insulation.

19. DISBURSEMENT FEE: Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

20. INCLUSIONS WITH PREMISES: Included in this sale are all buildings, improvements, rights, privileges, and appurtenances; and any articles permanently affixed to the property.

21. 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.**

22. 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 therefor. The Purchaser should inquire after the property is struck off concerning the amount of such insurance.

23. RADON DISCLOSURE: Radon is a radioactive gas produced naturally in the ground by 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 a 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 property 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.

24. 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 property is 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 or toward payment of such loss.

25. SELLER'S DEFAULT: If Seller is unable to give title as provided in Paragraph 5, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any note(s) theretofore made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this agreement on both Seller and Purchaser shall terminate.

26. SUMMARY OF CONDITIONS: The Purchaser acknowledges 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.

27. PARTIES BOUND: These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.

28. 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.

29. TIME OF THE ESSENCE: The said time for settlement and all other times or obligations under these Conditions of Sale are hereby agreed to be of the essence of this Agreement and Conditions of Sale.

30. 1031 EXCHANGE. Either party may participate in a 1031 Exchange at their own expense, provided that it does not pose any risk or additional expense to the other party.

31. 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 to sale to a future date or dates.

32. USE AND OCCUPANCY: Purchaser is responsible to obtain and pay for the costs or any desired or required use and occupancy permit and any inspections or certifications required by a governing authority to occupy or settle on the Premises.

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.

_____

By: CAROLYN V. BIEHN
Address: 120 Oakridge Drive
New Holland, PA 17557
Phone: (717) 354-6192

PURCHASER'S AGREEMENT

The undersigned, as Purchaser, intending to be legally bound hereby agrees to purchase the Premises mentioned in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of_____ Dollars ($_____). In the event that possession of the Premises is given to Purchaser before payment of the purchase price, and in the event that Purchaser shall fail to make payment when due, Purchaser authorizes any attorney to appear for Purchaser in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, CONFESS JUDGMENT IN EJECTMENT against Purchaser, or any of them, in favor of the Seller, for possession of the Premises, and direct the issuance of a Writ of Possession with clause or Writ of Execution for costs, hereby waiving all irregularities, notice, leave or court, present or future exemption laws, and right of appeal.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocable 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 percent (10%) per annum, and together with a collection fee equal to ten percent (10%) of the amount then due, but in no event less that Two Thousand Five Hundred and 00/100 ($2,500.00) 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 appraisement, 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 Purchaser has executed this Agreement this ___ day of _____, 2026.

PURCHASER:

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Address: _____
_____

Phone: _____

RECEIPT

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of THIRTY FIVE THOUSAND DOLLARS ($35,000.00) of the purchase price for the Premises, as a Down Payment for the purchase of the Premises upon Closing.

_____
Signature

_____
Printed Name

_____
Date

EXHIBIT "A"

ALL THAT CERTAIN lot of land known as Lot No. L 14 in Holland Wood Manor, in the Township of Earl, County of Lancaster, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northeast corner thereof, an iron pin at the West side of Oak Ridge Road, a corner of Lot No. L15, located at a distance of one hundred seventy-five (175) feet Southward from the South side of Green Tree Drive; thence extending along the West side of Oak Ridge Road, South fifteen degrees twenty-three minutes East (S 15° 23' E), fifteen and eighty-six hundredths (15.86) feet to an iron pin; thence extending along the same, in a Southeastern direction by a curved line curving to the left, having a radius of one hundred ninety-three and seventy-eight hundredths (193.78) feet an arc distance of ninety (90) feet, chord to said curved line bearing South twenty-six degrees forty minutes East (S 26° 40' E), eighty-nine and four tenths (89.4) feet to an iron pin; thence by premises now or late of Carl S. and Mary E. Sauder, South fifty-six degrees thirty-five minutes West (S 56° 35' W), one hundred seventy (170) feet to an iron pin thence by the same, North eighty-eight degrees twenty-six minutes West (N 88° 26' W), one hundred forty-nine and three tenths (149.3) feet to an iron pin; thence by land formerly of Fred O. Musselman, now or late of Carl S. Sauder due North one hundred thirty-three and five tenths (133.5) feet to an iron pin; thence by Lot No. L15, North seventy-nine degrees East (N 79° E), two hundred fifty-eight and four tenths (258.4) feet to the place of BEGINNING.

CONTAINING ninety-one hundredths (0.91) acres, or more or less of an acre according to a survey made May 28, 1963, by Howard H. Ranck, Registered Surveyor.

ALL THAT CERTAIN small parcel of land situate in the Township of Earl, County of Lancaster, and Commonwealth of Pennsylvania, and being a part of Lots No. 12 and 13 on Plan of Lots of Holland Wood Manor, bounded and described as follows, to wit;

BEGINNING at the Northeast corner thereof, a point at the Southeast corner of other land of the Grantees, a corner of Lot No. 14 on Plan of Lot shown as Holland Wood Manor, at the Southwest side of Oak Ridge Road; thence along the same in a Southeastern direction by a curved line curing to the left, having a radius of one hundred ninety-three and seventy-eight hundredths (193.78) feet and determined by a chord bearing South twenty-eight degrees East (S 28° E), fifteen (15) feet to a point at the Southwest side of said road: thence extending by Lot No. 12 to be conveyed to Paul Weaver, South fifty-six degrees fifty-two minutes West (S 56° 52' W), one hundred seventy and eighty hundredths (170.80) feet to an iron pin on line of other lands now or late of the Marvin G. and Patricia Ann Martin; thence by said land now or late of Marvin G. and Patricia Ann Martin, due North, thirty (30) feet to an iron pin, a corner of land of the Grantees; thence by said land, being Lot No. 14, South eighty-eight degrees twenty-six minutes East (S 88° 26' E), one hundred forty-nine and thirty hundredths (149.30) feet to an iron pin, and North fifty-six degrees thirty-five minutes East (N 56° 35' E), one hundred seventy (170) feet to the place of BEGINNING.

CONTAINING twelve hundredths (0.12) acre, more or less according to a description prepared by Howard H. Ranck, R. S.

UNDER AND SUBJECT to restrictions as set forth in Record Book G, Volume 49, Page 179.

UNDER AND SUBJECT to rights granted to Enterprise Telephone Company and PPL as set forth in Record Book Z, Volume 49, Page 299.

UNDER AND SUBJECT to rights granted to Southern Pipeline Co. as set forth in Record Book X, Volume 13, Page 366.

UNDER AND SUBJECT to Pure Oil Pipeline Co. as set forth in Record Book O, Volume 29, Page 542.

UNDER AND SUBJECT to easements, restrictions, conditions, setback line, notes, etc. as shown in Subdivision Plan Book J, Volume 14, Page 4.