

CONDITIONS OF SALE

These are the Conditions of this public sale.

1. **The Property.** The property to be sold is a lot with improvements erected thereon containing approximately 0.27+/- acres known as 342 North Locust Street, Lititz Borough, Lancaster County, Pennsylvania (Account No. 370-55521-0-0000) and referred to on the attached Exhibit A (the "Property").
 - a. Inclusions. Everything that is permanently attached to the Property is included in the sale unless otherwise provided in these Conditions. In addition, the refrigerator, range, microwave, dishwasher, washer, dryer, and exercise equipment are included in the sale.
 - b. Exclusions. There are no exclusions from the sale.
2. **Zoning.** The Property is located in the R-1 Residential District.
3. **Onsite Bidding.** The high bidder will be the Purchaser when the auctioneer announces that the Property is sold. The high bidder shall immediately sign the Purchaser's Agreement in the Conditions of Sale, the Seller's Property Disclosure Statement, and pay the ten percent (10%) down payment of the purchase money as security for performance under these Conditions of Sale. The down payment shall be paid to Seller's attorneys Gibbel Kraybill & Hess LLP. If any dispute arises among bidders, the Property may be offered for renewal of bidding in the sole and absolute discretion of the auctioneer. The Seller reserves the right to reject bids.
4. **Offsite Bidding.** Seller may accept bids from prospective bidders by telephone and/or online on the following terms and conditions:
 - a. Offsite bidders must register on HiBid.com in advance of the auction and be approved to bid by Hess Auction Group, who will supply instructions on how to offsite bid.
 - b. The successful bidder must contact Gibbel Kraybill & Hess LLP within 24 hours after the conclusion of the auction to arrange a time to drop off the down payment check and sign: (a) the Purchaser's Agreement in the Conditions of Sale; and (b) the Seller's Property Disclosure Statement.
 - c. Failure to contact Gibbel Kraybill & Hess LLP within 24 hours after completion of the public sale and arrange a time to remit the deposit check and sign the Purchaser's Agreement in the Conditions of Sale and Seller's Property Disclosure shall entitle the Seller to declare the contract null and void and Seller shall be authorized to resell the Property at public or private sale, without any liability whatsoever to original successful bidder.
5. **Settlement.** The balance of the purchase money shall be paid at settlement at a title company or law firm of the Purchaser's choice on or before Friday, October 30, 2026 (unless another time or place is agreed upon by the Seller and Purchaser).

- a. Title. Upon such payment the Seller shall convey to the Purchaser, by Deed prepared at the Purchaser's expense, good and marketable title to the Property, free of all encumbrances not noted in these Conditions, but subject to building and use restrictions, ordinances, easements of roads, rights of public service companies, and easements, rights or other non-monetary encumbrances either of record or visible upon inspection.
 - b. Condition of Property. At settlement the Property shall be in substantially the same condition as at present, except for: (1) damage caused by act of nature, fire or vandalism, (2) damage that occurs after possession has been given to Purchaser, (3) any taking by eminent domain; and (4) ordinary wear and tear. Purchaser's opportunity to view or inspect the Property prior to or on the day of the public sale shall be in lieu of any subsequent view, inspection, or walk-through, and by signing the attached Purchaser's Agreement, Purchaser expressly waives the right to any such inspection or walk-through at any time after the execution of the Purchaser's Agreement. The Property is sold AS IS and Seller makes no other warranty as to the condition of the Property. The Seller has no knowledge of any environmental hazard.
 - c. Insurance. Seller will continue the present fire insurance coverage until settlement and will promptly pay to Purchaser any insurance proceeds received for damage that occurs after the sale.
 - d. Formal tender of Deed and purchase money are waived.
 - e. Realty Transfer Taxes shall be paid by Purchaser.
 - f. Real Estate Taxes and Utilities. Real estate taxes, water and sewer rents shall be apportioned to the date of settlement or any earlier delivery of possession on a fiscal year basis. Utilities, if any, will be transferred out of Seller's name as of the date of settlement.
 - g. Possession. Possession shall be given to the Purchaser at settlement.
6. **Seller's Property Disclosure Statement.** By signing the attached Purchaser's Agreement, the Purchaser acknowledges receipt of the Seller's Property Disclosure Statement that is required by law. However, Seller makes no warranty as to the condition of the Property, including without limitation any or all environmental matters. Purchaser acknowledges and agrees that the Property and all personal property and/or fixtures transferred hereunder shall be sold and conveyed "AS IS; WHERE IS" and with all faults, and Purchaser assumes the risk that adverse past, present, or future physical or operational characteristics and conditions may not have been revealed by its inspection or investigation.
7. **Agent Participation.** Seller bears no responsibility for any commissions or transaction fees owed to any realtors or brokers, except for the auction company's commission and costs advanced pursuant to the Real Estate Auction Contract. If the Purchaser engages a real estate agent in any capacity, the Purchaser shall be responsible for paying any and all

fees or commission charged by the agent, and Seller shall have no responsibility to compensate the agent, regardless of Seller's consent to agent participation.

8. **Default.**

- a. If the Seller is unable to give title as required by these Conditions, the Purchaser's sole remedy shall be to: (1) take such title as Seller can give; or (2) require Seller to return all payments. Upon such return all further obligations of both Seller and Purchaser under these Conditions shall terminate.
- b. The time for settlement is of the essence. If the Purchaser does not comply with these Conditions, the Seller, in addition to all remedies provided by law, may either: (1) retain Purchaser's down money as liquidated damages regardless of whether or on what terms the Property is resold; or (2) resell the Property at public or private sale, with or without notice to the present Purchaser or any sureties, and retain any advance in price, or hold the present Purchaser and any sureties liable for any loss resulting from such resale, meanwhile holding the down money as security for or toward payment of any such loss. In addition, Purchaser shall pay any and all attorney's fees and costs incurred by Seller arising from or relating to Purchaser's default.

9. **Entire Agreement.** These are all the conditions of this sale. The Conditions of Sale have been available for inspection before commencement of bidding. The Purchaser shall not rely on the public announcement of a summary of these Conditions as a complete statement of the terms and conditions of this sale. Any changes or additions to the Conditions of Sale shall be effective only if they are in a writing signed by the Seller.

10. **Parties.** The terms "Seller" and "Purchaser" include all who sign in those respective capacities.

11. **Binding Effect.** If more than one person signs as Purchaser, they shall have joint and several responsibility hereunder.

12. **Indemnification.** Purchaser, together with all other persons, parties, or entities affiliated with Purchaser, promises and agrees to defend, indemnify, release, discharge, and hold harmless Seller, and Seller's affiliates, associated entities or individuals, heirs, successors, assigns, contractors, subcontractors, agents, representatives, executors, trustees, and insurers of all of the foregoing against Purchaser's actions, omissions, misfeasance, malfeasance, or any transaction or occurrence stemming from the parties' duties and representations set forth in this Agreement, which results in, or forms the basis for, any suits, sums of money, liabilities, debts, damages, accounts, bonds, defects, warranties, covenants, contracts, agreements, controversies, obligations, costs, expenses, liens, judgments, claims, demands, actions, settlements, compromises, or causes of action whatsoever, at law or in equity, on any theory whatsoever, including, but not limited to,

Purchaser's breach of this agreement, negligence, personal injury, property damage, patent infringement, or any other alleged violation of local, state, or federal law.

Dated: September 15, 2026

SELLER:

ATTORNEY

Angelo J. Fiorentino, Attorney
Gibbel Kraybill & Hess LLP
2933 Lititz Pike
P. O. Box 5349
Lancaster, PA 17606
(717) 291-1700 – Telephone
(717) 291-5547 - Telefax

Gregory J. Carpenter

Holly M. Carpenter

PURCHASER'S AGREEMENT

I/We, the undersigned Purchaser, agree to have purchased 342 North Locust Street, Lititz Borough, Lancaster County, Pennsylvania, the Property mentioned in the foregoing Conditions, subject to those Conditions, for the purchase price of \$_____.

IF I/WE ACQUIRE POSSESSION OF THE PROPERTY BEFORE PAYMENT OF THE PURCHASE MONEY AND FAIL TO MAKE PAYMENT WHEN DUE, I/WE AUTHORIZE ANY ATTORNEY TO APPEAR FOR ME/US IN ANY COURT AND, TO THE EXTENT AND UNDER THE CONDITIONS, IF ANY, THEN PERMITTED OR PRESCRIBED BY LAW, CONFESS JUDGMENT IN EJECTMENT AGAINST ME/US, IN FAVOR OF THE SELLER OR THE LATTER'S ASSIGNS, FOR POSSESSION OF THE PROPERTY, AND DIRECT THE ISSUING OF A WRIT OF POSSESSION, WITH CLAUSE OR WRIT OF EXECUTION FOR COSTS; HEREBY WAIVING ALL IRREGULARITIES, NOTICE, LEAVE OF COURT, PRESENT OR FUTURE EXEMPTION LAWS, AND RIGHT OF APPEAL.

Dated: September 15, 2026

Signed in the presence of

PURCHASER:

_____(SEAL)

_____(SEAL)

Street

City

State

Zip

Phone

E-mail

RECEIPT

Received of Purchaser on above date, as down money on account of the purchase price, the sum of \$_____ on behalf of Seller.

EXHIBIT A

ALL THAT CERTAIN lot of unimproved ground known as Lot No. 2 of the Ralph M. Moore Tract, surveyed by Diehm and Sons – Surveyors (Drawing No. F-976 R), and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Subdivision Plan Book J-169, Page 100; said lot situate on the west side of North Locust Street and located in the Borough of Lititz, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the southern-most corner, a point on the west right-of-way line of North Locust Street, thence leaving North Locust Street and by Lot No. 1 of the Ralph M. Moore Tract South sixty-nine degrees eleven minutes forty-four seconds West (S 69° 11' 44" W) one hundred and twenty-seven and forty-four hundredths (127.44) feet to a point on line of Mary B. Clark, George N. Clark and John B. Clark, thence by Mary B. Clark, George N. Clark and John B. Clark North sixty-one degrees fifty-eight minutes forty-eight seconds West (N 61° 58' 48" W), sixty-three and sixty hundredths (63.60) feet to an iron pipe, a corner of Tract No. 3 of the Ralph M. Moore Tract, thence by Tract No. 3 of the Ralph M. Moore Tract, North twenty-seven degrees thirty-nine minutes zero seconds East (N 27° 39' 00" E), thirty-three and thirty-nine hundredths (33.39) feet to a point, a corner of Lot No. 3 of Ralph M. Moore Tract, thence by Lot No. 3 of the Ralph M. Moore Tract North sixty-nine degrees eleven minutes forty-four seconds East (N 69° 11' 44" E), one hundred and forty-four and thirty-two hundredths (144.32) feet to a point on the west right-of-way line of North Locust Street, thence along the west right-of-way of North Locust Street South twenty degrees forty-eight minutes sixteen seconds East (S 20° 48' 16" E), seventy and zero hundredths (70.00) feet to the point of **BEGINNING**.

BEING THE SAME PREMISES which Greg J. Carpenter, also known as Gregory J. Carpenter and Holly M. Carpenter, husband and wife, by Deed dated September 17, 2024, and recorded September 18, 2024, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania bearing Document #20246799938, granted and conveyed unto Gregory J. Carpenter and Holly M. Carpenter, husband and wife, as tenants by the entireties.