CONDITIONS OF SALE
AND
AGREEMENT TO PURCHASE AT PUBLIC AUCTION

The terms and conditions of the present public sale, held November 7, 2026 (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of Wilbur G. Miller (hereinafter "Seller") of Lancaster, PA, the present owner (herein "Seller") of the Premises as hereinafter set forth.

2. **PREMISES**: The property to be sold (herein "Premises") is commonly known as 220 North Mount Joy Street, Elizabethtown, PA 17022, 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, John M. Hess Auction Service, Inc., 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") shall immediately thereafter execute and deliver to Seller, the Purchaser's Agreement attached to these conditions of Sale, and shall pay down Ten (10%) Percent of the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. Checks for the down payment will be deposited the next business day in the Trust account of May Herr & Grosh LLP. 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. **OFFSITE BIDDING:** Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:

(a) Online bidders must register on HiBid.com in advance of the auction.

(b) Successful bidder (telephone or online) must contact Scott E. Albert, Esq. by phone, (717) 617-0245, within twenty-four (24) hours after conclusion of the auction to arrange a time to drop-off deposit check and fully-executed Conditions of Sale and Sellers Disclosure at 50 East Main Street, Mount Joy, PA 17552.

(c) Failure to contact Scott E. Albert, Esq. within twenty-four (24) hours OR appear at the duly-arranged time to submit deposit check and fully-executed documents may, at the election of the Seller, render this contract null and void and Seller shall be authorized to enter into a contract with any third party.

(d) Prospective bidder accepts all terms herein.

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

6. **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 8 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, (as hereinafter defined) Seller shall have the option to extend the Settlement Date for an additional thirty (30) days, or for such longer period as Seller and Purchaser may agree to in writing (the "Title Extension Period"), during which period Seller may seek to cure such title matters. If Seller declines to extend the Settlement Date or is unable to cure the title matters during any Title Extension Period, Purchaser may elect either to (1) take such title as Seller can give or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as provided above, Seller will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections, and preparation of the deed, mortgage, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

7. **SETTLEMENT**: Settlement shall be held at May Herr & Grosh LLP, 50 East Main Street, Mount Joy, Pennsylvania 17552, or at such other place as Purchaser may elect in Lancaster County, on or before December 21, 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.

On or before the tenth (10^{th}) day following the execution of this agreement, Purchaser shall engage the services of an attorney and/or title company to prepare all documents to be executed at Settlement and to conduct Settlement.

8. **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) Acknowledgments to deed.

(ii) Water/sewer/trash services, 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 do business in the Commonwealth of Pennsylvania.

9. **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.

10. **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 Seller's 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.

11. **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, improvements, inspection, or testing, or upon any specific results obtained from such inspection or testing except as noted herein.

12. **REAL ESTATE SELLER DISCLOSURE ACT**: The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. 7301, et seq.) (herein "Seller Disclosure Act"), requires the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale, on a form required by the Seller Disclosure Act. The Purchaser further acknowledges that the Seller Disclosure 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 Purchaser's 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 Seller Disclosure Act by the

Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Seller Disclosure 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 neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Premises, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the attorney for the Seller and 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.

13. **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 Purchaser's 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.***

14. **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 Protection Radon Division, (717) 783-3594 or 1-800-23RADON. Information can also be found on the DEP website at http://www.dep.pa.gov/Business/RadiationProtection/RadonDivision/Pages/default.aspx. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or Radon progeny is present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification 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.

15. **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).

16. **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, dishes, 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) Stove/Oven;
(i) Microwave;
(j) Refrigerator;
(k) Washer;
(l) Dryer.

17. **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.

18. **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. Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

19. **PURCHASER'S DEFAULT**: In case of noncompliance by the Purchaser with any term of these Conditions, the Seller has the option, in addition to all other remedies provided by law or at equity, 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; or
(b) To resell the Premises, at public or private sale, with or without notice to the Purchaser, and hold the Purchaser liable for the actual loss resulting from such resale, including attorneys' fees and costs incurred by Seller as a result of Purchaser's default. Seller may retain the down money paid hereunder as security for payment

of such loss.

20. **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 herein. 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.

21. **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.

22. **CONSTRUCTION**: 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.

23. **ASSIGNMENT:** Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.

24. **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.

25. **AMENDMENT**: 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.

26. **EFFECT OF WAIVER OR CONSENT**: A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.

27. **SEVERABILITY**: If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

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.

Wilbur G. Miller
c/o May Herr & Grosh LLP
Scott E. Albert, Esq.
50 East Main Street
Mount Joy, PA 17552

BUYER'S AGREEMENT

I/We, _____, agree to purchase the Premises mentioned in the foregoing Conditions of Sale, subject to and in accordance with such Conditions of Sale, which are incorporated by reference herein and are made a part hereof, for _____($) Dollars, and if I/We shall acquire possession of the Premises before payment of the balance of the Purchase Money and shall fail to make payment when due, I/We hereby authorize any attorney of record to appear for me/us in any court and to the extent and under the conditions, if any, then permitted or prescribed by law, to confess judgment in ejectment against me/us in favor of the Seller or their assigns, for possession of the Premises, and directing the issuance of a Writ of Possession, with clause or writ of execution for costs, against me/us; hereby waiving all irregularities, notices, leave of court, present or future exemption laws, and rights of appeal.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I/We have hereunto executed and delivered these Conditions of Sale on this 7th day of November, 2026.

WITNESS: BUYER:

_____ _____

_____ _____

BUYER(S) ADDRESS: _____

BUYER(S) PHONE NUMBER: _____

BUYER(S) E-MAIL ADDRESS: _____

RECEIPT: I/We acknowledge payment by the Buyer on the above date, as down money on account of the above-stated Purchase Price, the sum of

_____($) Dollars.

SELLER(S):

_____

Wilbur G. Miller

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED AND/OR LEAD-BASED PAINT HAZARDS

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 ACKNOWLEDGMENT

(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.

ALL THAT CERTAIN lot or piece of land, situated on the Western side of North Mount Joy Street, in the Borough of Elizabethtown, County of Lancaster and Commonwealth of Pennsylvania, having a ranch style dwelling with attached two-car garage thereon erected, known as No. 220 North Mount Joy Street, said lot bing more fully bounded and described according to a survey by Rodney R. Waltermyer, R.S., made in June 1960, as follows:

BEGINNING at a stake on the Western edge of said North Mount Joy Street, said stake being One Hundred Seventy (170) feet North of the Northern line of East Willow Street; thence along properties now or late of Helen Musser and Louis Martz, South Sixty-three (63°) degrees, Thirty-three (33') minutes West, a distance of one Hundred Thirty-six and seventy-five one hundredths (136.75) feet to a stake; thence North Twenty-five (25°) degrees, Fifty-three (53') minutes West, a distance of Eighty (80) feet to a point; thence along property now or late of Harry A. Raymond, North Sixty-three (63°) degrees, Thirty-three (33') minutes East, a distance of One Hundred Thirty-six and seventy-five one hundredths (136.75) feet to a point on the Western edge of North Mount Joy Street; thence along the Western edge of North Mount Joy Street, South Twenty-six (26°) degrees Thirty (30') minutes East, a distance of Eighty (80) feet to the place of **BEGINNING**.

BEING THE SAME PREMISES which Lloyd L. Keener and Minnie L. Keener, husband and wife, by Deed dated November 22, 1989 and recorded December 7, 1989 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in Deed Book 2792, Page 633, granted and conveyed unto Wilbur G. Miller and Patricia A. Miller, as tenants by the entireties.

AND THE SAID Patricia A. Miller passed away on August 6, 2019 whereby title vested solely in surviving spouse, Wilbur G. Miller.

EXHIBIT A