

Tract 1

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), made and executed in duplicate, this _____ day of _____, 2025, (herein "Public Sale Date") by and between **Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards**, of 448 England Creamery Road, North East, MD 21901, sometimes hereinafter referred to as "Seller", of the first part and the present owners of the Property as hereinafter set forth, and _____, of _____, sometimes hereinafter referred to as "Purchaser", of the second part.

WITNESSETH: That, for and in consideration of the respective promises and the covenants as herein contained, and for other good and valuable consideration, the receipt and adequacy of all of which being hereby acknowledged, the parties, intending to be legally bound, hereby promise, covenant and agree as follows:

1. PROPERTY: Seller hereby bargains and sells to Purchaser and Purchaser hereby purchases from Seller all those two (2) lots or parcels of land, situate and lying in Cecil County, State of Maryland, containing in the aggregate 71.589 acres of land, more or less, with improvements thereon known as 521 England Creamery Road North East, MD 21901. Said two (2) parcels being identified by Tax ID No. 09-002545, consisting of 71.089 acres of land, more or less, and Tax ID No. 09-002510, consisting of 0.5 acres of land, more or less.

BEING portions of the land described in and conveyed by deed dated April 9, 2025, and recorded among the Land Records of Cecil County, Maryland, in Liber CMN No. 5608, folio 116, from Albert J.A. Young, Successor Trustee of the Doris D. England Testamentary Trust, to Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards, as to an undivided one-half (1/2) interest. **BEING ALSO** portions of the land described in and conveyed by deed dated May 10, 2024 and recorded among the Land Records of Cecil County in Liber CMN No. 5486, folio 177, from Thomas Howard England unto Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards. The said Thomas Howard England reserved unto himself a life estate with full powers of disposition. The said Thomas Howard England having departed this life on December 20, 2024, thereby vesting title in Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards, as to an undivided one-half (1/2) interest.

TOGETHER with all improvements thereupon erected and the rights, alleys, ways, waters privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

Said land, improvements and rights are sometimes hereinafter collectively referred to as the "Property."

2. PURCHASE AND DEPOSIT: The auctioneer, Beiler-Campbell Auction Services, shall take bids upon the Property, and, in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder on the Property shall be the Purchaser of the Property at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser") shall immediately thereafter execute and deliver to Seller, the Purchase Agreement attached to this Agreement of Sale and shall pay **One Hundred Thousand Dollars (\$100,000.00)** as a deposit (the "deposit") toward

the Purchase Price as security for the performance of the terms and conditions of this Agreement of Sale and Purchaser's Agreement. **Purchaser acknowledges that the deposit shall be paid to Beiler-Campbell Auction Services be held in escrow by Beiler-Campbell Auction Services.** Checks for the deposit 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 Property is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.

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

4. SETTLEMENT: Settlement on account of this transaction shall take place on or before **January 31, 2026** (herein "Settlement Date"), at such place in Cecil County, Maryland, as shall be mutually agreeable to the Purchaser and the Seller. Purchaser and Seller hereby both agree that the Settlement Date may be extended to **March 31, 2026 in the sole discretion of the Seller** if any of the Contingencies listed in Paragraph 6 herein have not been met by January 31, 2026. At Settlement and upon payment of the unpaid purchase money in cash, Seller shall, at Purchaser's expense, execute and deliver to Purchaser a deed to the Property which deed shall transfer and convey the Property to the Purchaser, in fee simple, by good and merchantable title, and free of all liens and encumbrances, except those herein specifically excepted. Seller shall specifically not be required to execute any affidavits required by Purchaser's title company, unless same are reviewed and approved by Seller's counsel.

5. FINANCING CONTINGENCY: This Agreement shall not be contingent upon the Purchaser obtaining financing on the Property.

6. CONTINGENCIES:

Seller and Purchaser acknowledge that the Seller is in the process of placing 69.507 acres of land, more or less, in an Agricultural Preservation Easement (hereinafter the "Agricultural Easement") with the Cecil Land Trust and the Department of Natural Resources. The Agricultural Easement will place certain conditions on the land uses. A draft of the form of the Easement Agreement was made available to Purchaser prior to the Auction and is available on the Auctioneers' website. If closing on the Agricultural Easement has not occurred by January 31, 2026, Seller and Purchaser agree that the Settlement Date will be extended to March 31, 2026.

7. RESTRICTIONS, EASEMENTS, ETC.: Purchaser acknowledges that this Agreement shall be subject to all existing covenants, restrictions, easements, recorded agreements and covenants, rights of public utilities and service companies, easements for roads and drainage, and zoning regulations, ordinances, statutes and other regulations of any duly constituted public authority now in force or which may be passed prior to final settlement and any other easements or encroachments which may be observed by an inspection of the Property or which may be disclosed by a current survey of the Property.

8. TITLE: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment Seller shall convey to Purchaser, by special warranty deed prepared at Purchaser's expense, good and marketable fee simple title to the Property insurable without exception at regular rates, by a title insurance company of Purchaser's choice licensed to

do business in the State of Maryland, free and clear of liens and encumbrances except as noted in this Agreement, but subject to existing easements, building or use restrictions, zoning or land subdivision regulations, encroachments or 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 Property. This Paragraph 8 only sets forth the quality of title to be conveyed by Seller to Purchaser. Nothing herein shall be construed as obligating Seller to provide any title search, or title insurance at Seller's expense. The costs of any title search and title insurance desired by Purchaser shall be the sole responsibility of Purchaser, as set forth in Paragraph 9 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, Seller may have the option to extend the Settlement Date, 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 or deed of trust, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

9. COSTS: The costs related to this public sale and the settlement on the Property shall be paid as follows:

(a) Purchaser shall provide and pay:

- (i) All required state and local real estate transfer and recordation taxes..
- (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, if any and if needed.
- (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 Property, unless expressly contracted for in writing by 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 or deed of trust, 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) Water and sewer rent, if any, through the earlier of the Settlement Date or the date of prior delivery of possession to Purchaser.
- (ii) 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 Property insurable at regular rates by a title insurance company of Purchaser's choice licensed to business in the State of Maryland.

- (c) Real estate taxes upon the Property shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser. However, if the Property is subject to any Preferential Assessment and Purchaser does not continue such Preferential Assessment program at settlement or thereafter, Purchaser will be solely responsible for any tax recapture amounts, roll-back taxes, interest, penalties or other charges that accrue as a result of such discontinuance, regardless of the reason for the same.

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

11. EMINENT DOMAIN AND EASEMENTS: Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Cecil County Land Records Office, and orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Property of which Seller has knowledge; that no part of the Property, except any part within utility reserve easements 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, such easements as may be disclosed by a reasonable inspection of the Property, or which are noted in this Agreement, specifically the pending Agricultural Easement stated in Paragraph 6 herein. Any proceeding for condemnation or by eminent domain instituted against the Property after the date hereof shall in no way affect Purchaser's obligation to purchase the Property 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.

12. CONDITION OF PROPERTY AND FIXTURES: At settlement, the Property and all its appurtenances and fixtures shall lie 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 Seller's or Purchaser's insurance, damages of any kind occurring after possession of the Property has been given to Purchaser, damages arising from any condition of the Property existing on the Public Sale Date, and/or damages of any kind arising from any taking of the Property by eminent domain.

Purchaser acknowledges that he/she/it has had a full and complete opportunity to inspect the Property. *The Property is being sold unto Purchaser "AS IS" with no representation, guarantee, or warranty regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, septic 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 Property is in compliance with any federal, State or local environmental laws or regulations.

13. DEFAULT: Should Purchaser default under any of the terms and conditions of this Agreement, the deposit shall be retained by Seller, and Purchaser shall be responsible for payment, including, but not limited to, all advertising, auction fees, commissions, attorneys' fees, etc., in connection with conducting a new auction sale of the Property. Additionally, Seller shall be free to pursue any such remedy as may be afforded to them in accordance with Maryland law, including, but not limited to specific performance and monetary damages.

14. ADJUSTMENTS: Ground rent, rent and water rent (if any) will be adjusted and apportioned as of the date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments, levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by the Purchaser.

15. RECORDATION AND TRANSFER TAXES AND FEES: The cost of all documentary stamps and recording costs, required by law, recordation tax and transfer tax, and agricultural transfer tax, if any, where required by law, shall be paid solely by the Purchaser.

16. CONDITION AND INSPECTION. Purchaser has been advised by Seller that there are qualified individuals and firms who are available to inspect the Property, for a fee, to determine the structural condition of any improvements, the adequacy of the land, and the adequacy of any existing wells and septic systems or sites for the same. However, Purchaser has either obtained such an inspection, or knowingly and voluntarily declined the right to obtain such inspection with full knowledge that neither the Seller nor any of the Seller's agents are responsible for any undisclosed defects affecting the Property. The Purchaser acknowledges that he/she/it has entered into this Agreement of Sale as a result of his/her/its own inspection and evaluation of the Property; said Property is being purchased in an "AS IS" "WHERE IS" condition, and that said Agreement of Sale is not based upon any representations, either oral or written, by Seller or its agents. It is expressly understood and acknowledged by the parties that Seller has made no representations or warranties of any nature whatsoever regarding the Property.

17. LEAD BASED 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 Purchaser's Agreement attached to this Agreement of Sale, Purchaser acknowledges that he/she/it has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his/her/its knowledge, the information provided therein is true and accurate. 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, Purchaser acknowledges that the Property 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.*

18. 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 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, Call 1800-23RADON 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 Property. Seller has no knowledge concerning the presence or absence of Radon.

19. ZONING: The parties acknowledge that no representation whatsoever is made concerning zoning of the Property, or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself/herself/itself that the zoning of the Property is satisfactory for his/her/its contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement. If Purchaser's intended use requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining such permits or inspections at Purchaser's expense.

20. INCLUSIONS WITH PROPERTY: Included in this sale are all buildings; improvements, rights, privileges and appurtenances to the Property, 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, dishes, 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. Reel washline;
- h. Swimming pool;
- i. Animal shelters;
- j. Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Property except as herein set forth.

No items of personal property are included in the sale of the Property unless otherwise specifically set forth herein other than the items that are remaining at the time of final settlement.

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:

22. 1031 EXCHANGE: If Seller desires to effectuate a 1031 tax deferred exchange, Purchaser agrees to cooperate with Seller and sign all necessary documents to do so provided that it does not pose any additional risk or expense to Purchaser.

23. INSURANCE AND RISK OF LOSS: The Property shall be held at the risk of Seller until legal title has passed or possession has been given to the Purchaser. Seller shall immediately have all of its insurance policies on the improvements on the Property so endorsed as to protect Seller and Purchaser, as their interests may appear, and shall continue said insurance in force during the term of this Agreement. However, Purchaser may (but shall not be required to), at Purchaser's election and expense, obtain such additional insurance on the Property and improvements as Purchaser may deem necessary or appropriate.

24. FIRPTA. Seller warrants and represents to Purchaser that the transaction contemplated hereunder is not subject to withholding requirements of the Foreign Investment and Real Property Tax Act (FIRPTA), as amended to date, or the regulations promulgated thereunder, and agrees to indemnify and hold harmless Purchaser from any breach of such warranty and representation. At Settlement, Seller shall deliver to Purchaser an affidavit, under penalty of perjury, stating that Seller is not a foreign person (a transferor as to whom withholding is required under FIRPTA) and setting forth Seller's taxpayer identification number.

25. NOTICES. All notices, demands and requests hereunder shall be in writing and shall be deemed to have been properly given if personally delivered or sent by United States Registered or Certified Mail, postage prepaid, as follows:

If to Seller:

Thomas Howard England, Jr. Jeffrey D. England, Nils Adrian England and
Amy R. Edwards
c/o Albert J.A. Young, Esquire
Pessin Katz Law, P.A.
4690 Millennium Drive, Suite 200
Belcamp, Maryland 21017

If to Purchaser: At the Address set forth on the signature page for this Agreement.

26. SUMMARY OF CONDITIONS: Purchaser acknowledged that this Agreement of Sale and a proposed form of the Easement Agreement were available for inspection by Purchaser prior to the commencement of bidding and sale of the Property, that Purchaser had an opportunity to review the full Agreement of Sale and the proposed form of the Easement Agreement, and that Purchaser understands the contents thereof and all terms and conditions under which the Property

is being sold, agreeing to be bound by the full terms and conditions as set forth therein. Purchaser acknowledges that only a summary of the Agreement of Sale was read prior to commencement of bidding on the Property, and that Purchaser is not relying upon the public reading of the Agreement of Sale as a complete statement of the terms and conditions for sale of the property.

27. WAIVER: No requirement, obligation, remedy or provision of this Agreement shall be deemed to have been waived unless expressly waived in writing. The waiver by any party of any right, term, provision, covenant or agreement herein set forth shall not be deemed a waiver of the right to enforce such provision or to seek redress for breach on any subsequent occasion.

28. COOPERATION AND TIMELINESS: Time shall be of the essence of this Agreement. The parties shall diligently work to cause all conditions precedent to Settlement contemplated by this Agreement to be met in a timely manner and where necessary, to cooperate with each other in order to effectuate the aforesaid.

29. ORIGINAL AND COUNTERPARTS; EMAIL; FACSIMILE: This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument, and signatures exchanged via facsimile or by email shall be deemed original and binding for all purposes.

30. RESIDENTIAL REAL PROPERTY DISCLOSURES AND DISCLAIMER NOTICE: Purchaser is advised of the right to receive a "Disclosures and Disclaimer Statement" from Seller (Paragraph 10-702, Real Property Article, Annotated Code of Maryland). It is expressly acknowledged that Seller shall only provide the such disclosures and disclaimers using the Maryland Residential Property Disclosure and Disclaimer Statement attached hereto as Exhibit A. Purchaser acknowledges that the sale is "AS-IS/WHERE-IS."

31. ADDENDA and EXHIBITS: The Addenda listed below which are attached to this Agreement and which bear the signatures of all parties are hereby made a part of this Agreement and shall be construed to govern over any inconsistent portions of this printed form (check applicable addenda), including but not limited to the following addenda:

- ☒ Notice to Buyer - Rights Under Maryland Seller (Exhibit A)
Disclosure/Disclaimer Act
- ☒ Lead Paint Addendum (Exhibit B)
- ☒ Purchaser's Agreement

32. HEADINGS: The headings of the paragraphs herein are for convenience only and shall not affect the meanings or interpretations of the contents thereof.

33. COSTS AND EXPENSES OF LITIGATION: If either party shall institute legal proceedings against the other based upon a cause of action arising out of this Agreement, the prevailing party in such proceedings shall recover from the other party all costs and expenses incurred by it in such proceedings, including reasonable attorneys' fees to be fixed by the Court.

34. COMPLETE AGREEMENT: This Agreement, including the attached Exhibits, and the attached Purchaser's Agreement represent the complete understanding between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, as to the matters described herein.

35. AMENDMENT OF AGREEMENT: This Agreement may be amended only by a written instrument signed by all parties. No requirement, obligation, remedy or provision of this Agreement shall be deemed to have been waived, unless expressly waived in writing. Any such waiver of any such provision shall not be considered a waiver of any right to enforce such provision thereafter.

36. CONTROLLING LAW: This Agreement governs land situate and lying in the State of Maryland, and shall therefore be regulated by and interpreted in accordance with the laws of the State of Maryland.

37. SEVERABILITY: If any provision of this Agreement shall be held violative of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

38. SURVIVAL: The terms and conditions, covenants, representations, warranties and other provisions of this Agreement shall survive settlement, and shall not be merged into or terminated by the transfer contemplated herein or the recordation of the deed and execution of settlement documents.

39. SUCCESSORS AND ASSIGNS: The covenants, agreements and conditions herein contained and on the attached Purchaser's Agreement shall inure to the benefit of and bind the personal representatives, successors and assigns of the parties hereto.

40. INTERPRETATION: Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

41. CONSTRUCTION: This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted. All references to the highest bidder, Purchaser or Purchasers contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural or masculine or feminine form.

42. ASSIGNMENT: This Agreement of Sale and the attached Purchaser's Agreement may not be assigned by Purchaser without the prior written consent of Seller.

43. REAL PROPERTY DISCLAIMER/DISCLOSURE REQUIREMENT: Pursuant to Section 10-702, *et seq.* of the Real Property Article of the Annotated Code of Maryland, the Purchaser is hereby advised that: (a) The Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and (b) The Purchaser will be receiving the real property "AS-IS", with all defects that may exist. The Seller shall deliver the completed Disclaimer Statement simultaneous with the execution of this Agreement of Sale. The Disclaimer Statement is attached hereto as **Exhibit A** and made a part hereof.

44. LEAD-BASED PAINT IN HOUSING DISCLOSURE REQUIREMENT: The Seller shall provide the Purchaser with the Disclosure of Lead-Based Paint in Housing Requirements as required by the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. The aforesaid disclosure is attached hereto as **Exhibit B** and made a part hereof.

WITNESS, the execution of the parties hereto the day and year first above written.

WITNESS:

SELLER:

_____	_____(SEAL) Thomas Howard England, Jr.
_____	_____(SEAL) Jeffrey D. England
_____	_____(SEAL) Nils Adrian England
_____	_____(SEAL) Amy R. Edwards

Purchaser's Signatures on the Following Page

WITNESS:

PURCHASER:

_____ (SEAL)

_____ (SEAL)

Address

Address

Telephone No.

Telephone No.

Driver's License No.

Driver's License No.

Social Security/Taxpayer ID No.

Social Security/Taxpayer ID No.

Tract 2

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), made and executed in duplicate, this _____ day of _____, 2025, (herein "Public Sale Date") by and between **Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards**, of 448 England Creamery Road, North East, MD 21901, sometimes hereinafter referred to as "Seller", of the first part and the present owners of the Property as hereinafter set forth, and _____, of _____, sometimes hereinafter referred to as "Purchaser", of the second part.

WITNESSETH: That, for and in consideration of the respective promises and the covenants as herein contained, and for other good and valuable consideration, the receipt and adequacy of all of which being hereby acknowledged, the parties, intending to be legally bound, hereby promise, covenant and agree as follows:

1. PROPERTY: Seller hereby bargains and sells to Purchaser and Purchaser hereby purchases from Seller all that parcel of land, situate and lying in Cecil County, State of Maryland, containing 19.781 acres of land, more or less, located on the south side of England Creamery Road, North East, MD 21901. Said parcel being identified by Tax ID No. 09-140276.

BEING a portion of the land described in and conveyed by deed dated April 9, 2025, and recorded among the Land Records of Cecil County, Maryland, in Liber CMN No. 5608, folio 116, from Albert J.A. Young, Successor Trustee of the Doris D. England Testamentary Trust, to Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards, as to an undivided one-half (1/2) interest. **BEING ALSO** a portion of the land described in and conveyed by deed dated May 10, 2024 and recorded among the Land Records of Cecil County in Liber CMN No. 5486, folio 177, from Thomas Howard England unto Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards. The said Thomas Howard England reserved unto himself a life estate with full powers of disposition. The said Thomas Howard England having departed this life on December 20, 2024, thereby vesting title in Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards, as to an undivided one-half (1/2) interest.

TOGETHER with all improvements thereupon erected and the rights, alleys, ways, waters privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

Said land, improvements and rights are sometimes hereinafter collectively referred to as the "Property."

2. PURCHASE AND DEPOSIT: The auctioneer, Beiler-Campbell Auction Services, shall take bids upon the Property, and, in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder on the Property shall be the Purchaser of the Property at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser") shall immediately thereafter execute and deliver to Seller, the Purchase Agreement attached to this Agreement of Sale and shall pay **Twenty Five Thousand Dollars (\$25,000.00)** as a deposit (the "deposit") toward the Purchase Price as security for the performance of the terms and conditions of this Agreement of Sale and Purchaser's Agreement. **Purchaser acknowledges that the deposit shall be paid to**

Beiler-Campbell Auction Services be held in escrow by Beiler-Campbell Auction Services. Checks for the deposit 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 Property is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.

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

4. SETTLEMENT: Settlement on account of this transaction shall take place on or before **January 31, 2026** (herein "Settlement Date"), at such place in Cecil County, Maryland, as shall be mutually agreeable to the Purchaser and the Seller. Purchaser and Seller hereby both agree that the Settlement Date may be extended to **March 31, 2026 in the sole discretion of the Seller** if any of the Contingencies listed in Paragraph 6 herein have not been met by January 31, 2026. At Settlement and upon payment of the unpaid purchase money in cash, Seller shall, at Purchaser's expense, execute and deliver to Purchaser a deed to the Property which deed shall transfer and convey the Property to the Purchaser, in fee simple, by good and merchantable title, and free of all liens and encumbrances, except those herein specifically excepted. Seller shall specifically not be required to execute any affidavits required by Purchaser's title company, unless same are reviewed and approved by Seller's counsel.

5. FINANCING CONTINGENCY: This Agreement shall not be contingent upon the Purchaser obtaining financing on the Property.

6. CONTINGENCIES:

a) Seller and Purchaser acknowledge that the Seller is in the process of placing 17.914 acres of land, more or less, in an Agricultural Preservation Easement (hereinafter the "Agricultural Easement") with the Cecil Land Trust and the Department of Natural Resources. The Agricultural Easement will place certain conditions on the land uses. A draft of the form of the Easement Agreement was made available to Purchaser prior to the Auction and is available on the Auctioneers' website. If closing on the Agricultural Easement has not occurred by January 31, 2026, Seller and Purchaser agree that the Settlement Date will be extended to March 31, 2026.

b) Seller and Purchaser acknowledge that Seller will, at Seller's expense, have a Soil Percolation Test on the 1.867 acre, more or less, parcel of land. This parcel shall be excluded from the Agricultural Easement. If the Soil Percolation Test fails, the Seller will refund the deposit to the Purchaser. If the results of the Soil Percolation Test are not available by January 31, 2026, Seller and Purchaser agree that the Settlement Date will be extended to March 31, 2026.

7. RESTRICTIONS, EASEMENTS, ETC.: Purchaser acknowledges that this Agreement shall be subject to all existing covenants, restrictions, easements, recorded agreements and covenants, rights of public utilities and service companies, easements for roads and drainage, and zoning regulations, ordinances, statutes and other regulations of any duly constituted public authority now in force or which may be passed prior to final settlement and any other easements or encroachments which may be observed by an inspection of the Property or which may be disclosed by a current survey of the Property.

8. TITLE: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment Seller shall convey to Purchaser, by special warranty deed prepared at Purchaser's expense, good and marketable fee simple title to the Property insurable without exception at regular rates, by a title insurance company of Purchaser's choice licensed to do business in the State of Maryland, free and clear of liens and encumbrances except as noted in this Agreement, but subject to existing easements, building or use restrictions, zoning or land subdivision regulations, encroachments or 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 Property. This Paragraph 8 only sets forth the quality of title to be conveyed by Seller to Purchaser. Nothing herein shall be construed as obligating Seller to provide any title search, or title insurance at Seller's expense. The costs of any title, search and title insurance desired by Purchaser shall be the sole responsibility of Purchaser, as set forth in Paragraph 9 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, Seller may have the option to extend the Settlement Date, 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 or deed of trust, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

9. COSTS: The costs related to this public sale and the settlement on the Property shall be paid as follows:

- (a) Purchaser shall provide and pay:
 - (i) All required state and local real estate transfer and recordation taxes..
 - (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, if any and if needed.
 - (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 Property, unless expressly contracted for in writing by 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 or deed of trust, 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) Water and sewer rent, if any, through the earlier of the Settlement Date or the date of prior delivery of possession to Purchaser.

- (ii) 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 Property insurable at regular rates by a title insurance company of Purchaser's choice licensed to business in the State of Maryland.
- (c) Real estate taxes upon the Property shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser. However, if the Property is subject to any Preferential Assessment and Purchaser does not continue such Preferential Assessment program at settlement or thereafter, Purchaser will be solely responsible for any tax recapture amounts, roll-back taxes, interest, penalties or other charges that accrue as a result of such discontinuance, regardless of the reason for the same.

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

11. EMINENT DOMAIN AND EASEMENTS: Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Cecil County Land Records Office, and orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Property of which Seller has knowledge; that no part of the Property, except any part within utility reserve easements 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, such easements as may be disclosed by a reasonable inspection of the Property, or which are noted in this Agreement, specifically the pending Agricultural Easement stated in Paragraph 6 herein. Any proceeding for condemnation or by eminent domain instituted against the Property after the date hereof shall in no way affect Purchaser's obligation to purchase the Property 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.

12. CONDITION OF PROPERTY AND FIXTURES: At settlement, the Property and all its appurtenances and fixtures shall lie 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 Seller's or Purchaser's insurance, damages of any kind occurring after possession of the Property has been given to Purchaser, damages arising from any condition of the Property existing on the Public Sale Date, and/or damages of any kind arising from any taking of the Property by eminent domain.

Purchaser acknowledges that he/she/it has had a full and complete opportunity to inspect the Property. *The Property is being sold unto Purchaser "AS IS" with no representation, guarantee, or warranty regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited*

to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, septic 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 Property is in compliance with any federal, State or local environmental laws or regulations.

13. DEFAULT: Should Purchaser default under any of the terms and conditions of this Agreement, the deposit shall be retained by Seller, and Purchaser shall be responsible for payment, including, but not limited to, all advertising, auction fees, commissions, attorneys' fees, etc., in connection with conducting a new auction sale of the Property. Additionally, Seller shall be free to pursue any such remedy as may be afforded to them in accordance with Maryland law, including, but not limited to specific performance and monetary damages.

14. ADJUSTMENTS: Ground rent, rent and water rent (if any) will be adjusted and apportioned as of the date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments, levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by the Purchaser.

15. RECORDATION AND TRANSFER TAXES AND FEES: The cost of all documentary stamps and recording costs, required by law, recordation tax and transfer tax, and agricultural transfer tax, if any, where required by law, shall be paid solely by the Purchaser.

16. CONDITION AND INSPECTION. Purchaser has been advised by Seller that there are qualified individuals and firms who are available to inspect the Property, for a fee, to determine the structural condition of any improvements, the adequacy of the land, and the adequacy of any existing wells and septic systems or sites for the same. However, Purchaser has either obtained such an inspection, or knowingly and voluntarily declined the right to obtain such inspection with full knowledge that neither the Seller nor any of the Seller's agents are responsible for any undisclosed defects affecting the Property. The Purchaser acknowledges that he/she/it has entered into this Agreement of Sale as a result of his/her/its own inspection and evaluation of the Property; said Property is being purchased in an "AS IS" "WHERE IS" condition, and that said Agreement of Sale is not based upon any representations, either oral or written, by Seller or its agents. It is expressly understood and acknowledged by the parties that Seller has made no representations or warranties of any nature whatsoever regarding the Property.

17. LEAD BASED 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 Purchaser's Agreement attached to this Agreement of Sale, Purchaser acknowledges that he/she/it has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his/her/its knowledge, the information provided therein is true and accurate. 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, Purchaser acknowledges that the Property 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.

18. 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 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, Call 1800-23RADON 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 Property. Seller has no knowledge concerning the presence or absence of Radon.

19. ZONING: The parties acknowledge that no representation whatsoever is made concerning zoning of the Property, or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself/herself/itself that the zoning of the Property is satisfactory for his/her/its contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement. If Purchaser's intended use requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining such permits or inspections at Purchaser's expense.

20. INCLUSIONS WITH PROPERTY: Included in this sale are all buildings, improvements, rights, privileges and appurtenances to the Property, 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, dishes, 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. Reel washline;
- h. Swimming pool;
- i. Animal shelters;
- j. Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Property except as herein set forth.

No items of personal property are included in the sale of the Property unless otherwise specifically set forth herein other than the items that are remaining at the time of final settlement.

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:

22. 1031 EXCHANGE: If Seller desires to effectuate a 1031 tax deferred exchange, Purchaser agrees to cooperate with Seller and sign all necessary documents to do so provided that it does not pose any additional risk or expense to Purchaser.

23. INSURANCE AND RISK OF LOSS: The Property shall be held at the risk of Seller until legal title has passed or possession has been given to the Purchaser. Seller shall immediately have all of its insurance policies on the improvements on the Property so endorsed as to protect Seller and Purchaser, as their interests may appear, and shall continue said insurance in force during the term of this Agreement. However, Purchaser may (but shall not be required to), at Purchaser's election and expense, obtain such additional insurance on the Property and improvements as Purchaser may deem necessary or appropriate.

24. FIRPTA. Seller warrants and represents to Purchaser that the transaction contemplated hereunder is not subject to withholding requirements of the Foreign Investment and Real Property Tax Act (FIRPTA), as amended to date, or the regulations promulgated thereunder, and agrees to indemnify and hold harmless Purchaser from any breach of such warranty and representation. At Settlement, Seller shall deliver to Purchaser an affidavit, under penalty of perjury, stating that Seller is not a foreign person (a transferor as to whom withholding is required under FIRPTA) and setting forth Seller's taxpayer identification number.

25. NOTICES. All notices, demands and requests hereunder shall be in writing and shall be deemed to have been properly given if personally delivered or sent by United States Registered or Certified Mail, postage prepaid, as follows:

If to Seller:

Thomas Howard England, Jr. Jeffrey D. England, Nils Adrian England and
Amy R. Edwards
c/o Albert J.A. Young, Esquire
Pessin Katz Law, P.A.
4690 Millennium Drive, Suite 200
Belcamp, Maryland 21017

If to Purchaser: At the Address set forth on the signature page for this Agreement.

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

27. WAIVER: No requirement, obligation, remedy or provision of this Agreement shall be deemed to have been waived unless expressly waived in writing. The waiver by any party of any right, term, provision, covenant or agreement herein set forth shall not be deemed a waiver of the right to enforce such provision or to seek redress for breach on any subsequent occasion.

28. COOPERATION AND TIMELINESS: Time shall be of the essence of this Agreement. The parties shall diligently work to cause all conditions precedent to Settlement contemplated by this Agreement to be met in a timely manner and where necessary, to cooperate with each other in order to effectuate the aforesaid.

29. ORIGINAL AND COUNTERPARTS; EMAIL; FACSIMILE: This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument, and signatures exchanged via facsimile or by email shall be deemed original and binding for all purposes.

30. RESIDENTIAL REAL PROPERTY DISCLOSURES AND DISCLAIMER NOTICE: Purchaser is advised of the right to receive a "Disclosures and Disclaimer Statement" from Seller (Paragraph 10-702, Real Property Article, Annotated Code of Maryland). It is expressly acknowledged that Seller shall only provide the such disclosures and disclaimers using the Maryland Residential Property Disclosure and Disclaimer Statement attached hereto as Exhibit A. Purchaser acknowledges that the sale is "AS-IS/WHERE-IS."

31. ADDENDA and EXHIBITS: The Addenda listed below which are attached to this Agreement and which bear the signatures of all parties are hereby made a part of this Agreement and shall be construed to govern over any inconsistent portions of this printed form (check applicable addenda), including but not limited to the following addenda:

- ☒ Notice to Buyer - Rights Under Maryland Seller (Exhibit A)
Disclosure/Disclaimer Act
- ☒ Lead Paint Addendum (Exhibit B)
- ☒ Purchaser's Agreement

32. HEADINGS: The headings of the paragraphs herein are for convenience only and shall not affect the meanings or interpretations of the contents thereof.

33. COSTS AND EXPENSES OF LITIGATION: If either party shall institute legal proceedings against the other based upon a cause of action arising out of this Agreement, the prevailing party in such proceedings shall recover from the other party all costs and expenses incurred by it in such proceedings, including reasonable attorneys' fees to be fixed by the Court.

34. COMPLETE AGREEMENT: This Agreement, including the attached Exhibits, and the attached Purchaser's Agreement represent the complete understanding between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, as to the matters described herein.

35. AMENDMENT OF AGREEMENT: This Agreement may be amended only by a written instrument signed by all parties. No requirement, obligation, remedy or provision of this Agreement shall be deemed to have been waived, unless expressly waived in writing. Any such waiver of any such provision shall not be considered a waiver of any right to enforce such provision thereafter.

36. CONTROLLING LAW: This Agreement governs land situate and lying in the State of Maryland, and shall therefore be regulated by and interpreted in accordance with the laws of the State of Maryland.

37. SEVERABILITY: If any provision of this Agreement shall be held violative of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

38. SURVIVAL: The terms and conditions, covenants, representations, warranties and other provisions of this Agreement shall survive settlement, and shall not be merged into or terminated by the transfer contemplated herein or the recordation of the deed and execution of settlement documents.

39. SUCCESSORS AND ASSIGNS: The covenants, agreements and conditions herein contained and on the attached Purchaser's Agreement shall inure to the benefit of and bind the personal representatives, successors and assigns of the parties hereto.

40. INTERPRETATION: Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

41. CONSTRUCTION: This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted. All references to the highest bidder, Purchaser or Purchasers contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural or masculine or feminine form.

42. ASSIGNMENT: This Agreement of Sale and the attached Purchaser's Agreement may not be assigned by Purchaser without the prior written consent of Seller.

43. REAL PROPERTY DISCLAIMER/DISCLOSURE REQUIREMENT: Pursuant to Section 10-702, *et seq.* of the Real Property Article of the Annotated Code of Maryland, the

44. LEAD-BASED PAINT IN HOUSING DISCLOSURE REQUIREMENT: The Seller shall provide the Purchaser with the Disclosure of Lead-Based Paint in Housing Requirements as required by the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. The aforesaid disclosure is attached hereto as **Exhibit B** and made a part hereof.

WITNESS:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

Abstract

_____(SEAL)
Amy R. Edwards

Page 10

WITNESS:

PURCHASER:

_____ (SEAL)

_____ (SEAL)

Address

Address

Telephone No.

Telephone No.

Driver's License No.

Driver's License No.

Social Security/Taxpayer ID No.

Social Security/Taxpayer ID No.

Tract 3

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), made and executed in duplicate, this _____ day of _____, 2025, (herein "Public Sale Date") by and between **Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards**, of 448 England Creamery Road, North East, MD 21901, sometimes hereinafter referred to as "Seller", of the first part and the present owners of the Property as hereinafter set forth, and _____, of _____, sometimes hereinafter referred to as "Purchaser", of the second part.

WITNESSETH: That, for and in consideration of the respective promises and the covenants as herein contained, and for other good and valuable consideration, the receipt and adequacy of all of which being hereby acknowledged, the parties, intending to be legally bound, hereby promise, covenant and agree as follows:

1. PROPERTY: Seller hereby bargains and sells to Purchaser and Purchaser hereby purchases from Seller all that parcel of land, situate and lying in Cecil County, State of Maryland, containing 12.479 acres of land, more or less, located on the north side of England Creamery Road, North East, MD 21901. Said parcel being identified by Tax ID No. 09-140054. Saving and excepting therefrom a 0.019 acre, more or less, parcel of land to be conveyed to the adjacent property owner prior to final settlement. Said parcel containing 12.46 acre of land, more or less, after the out-conveyance.

BEING a portion of the land described in and conveyed by deed dated April 9, 2025, and recorded among the Land Records of Cecil County, Maryland, in Liber CMN No. 5608, folio 116, from Albert J.A. Young, Successor Trustee of the Doris D. England Testamentary Trust, to Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards, as to an undivided one-half (1/2) interest. **BEING ALSO** a portion of the land described in and conveyed by deed dated May 10, 2024 and recorded among the Land Records of Cecil County in Liber CMN No. 5486, folio 177, from Thomas Howard England unto Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards. The said Thomas Howard England reserved unto himself a life estate with full powers of disposition. The said Thomas Howard England having departed this life on December 20, 2024, thereby vesting title in Thomas Howard England, Jr., Jeffrey D. England, Nils Adrian England and Amy R. Edwards, as to an undivided one-half (1/2) interest.

TOGETHER with all improvements thereupon erected and the rights, alleys, ways, waters privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

Said land, improvements and rights are sometimes hereinafter collectively referred to as the "Property."

2. PURCHASE AND DEPOSIT: The auctioneer, Beiler-Campbell Auction Services, shall take bids upon the Property, and, in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder on the Property shall be the Purchaser of the Property at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser") shall immediately thereafter execute and deliver to Seller, the Purchase Agreement attached to this Agreement of Sale

and shall pay **Twenty Five Thousand Dollars (\$25,000.00)** as a deposit (the "deposit") toward the Purchase Price as security for the performance of the terms and conditions of this Agreement of Sale and Purchaser's Agreement. **Purchaser acknowledges that the deposit shall be paid to Beiler-Campbell Auction Services be held in escrow by Beiler-Campbell Auction Services.** Checks for the deposit 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 Property is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.

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

4. SETTLEMENT: Settlement on account of this transaction shall take place on or before **January 31, 2026** (herein "Settlement Date"), at such place in Cecil County, Maryland, as shall be mutually agreeable to the Purchaser and the Seller. Purchaser and Seller hereby both agree that the Settlement Date may be extended to **March 31, 2026 in the sole discretion of the Seller** if any of the Contingencies listed in Paragraph 6 herein have not been met by January 31, 2026. At Settlement and upon payment of the unpaid purchase money in cash, Seller shall, at Purchaser's expense, execute and deliver to Purchaser a deed to the Property which deed shall transfer and convey the Property to the Purchaser, in fee simple, by good and merchantable title, and free of all liens and encumbrances, except those herein specifically excepted. Seller shall specifically not be required to execute any affidavits required by Purchaser's title company, unless same are reviewed and approved by Seller's counsel.

5. FINANCING CONTINGENCY: This Agreement shall not be contingent upon the Purchaser obtaining financing on the Property.

6. CONTINGENCIES:

a) Seller and Purchaser acknowledge that the Seller is in the process of placing 10.587 acres of land, more or less, in an Agricultural Preservation Easement (hereinafter the "Agricultural Easement") with the Cecil Land Trust and the Department of Natural Resources. The Agricultural Easement will place certain conditions on the land uses. A draft of the form of the Easement Agreement was made available to Purchaser prior to the Auction and is available on the Auctioneers' website. If closing on the Agricultural Easement has not occurred by January 31, 2026, Seller and Purchaser agree that the Settlement Date will be extended to March 31, 2026.

b) Seller and Purchaser acknowledge that Seller will, at Seller's expense, have a Soil Percolation Test on the 1.873 acre, more or less, parcel of land. This parcel shall be excluded from the Agricultural Easement. If the Soil Percolation Test fails, the Seller will refund the deposit to the Purchaser. If the results of the Soil Percolation Test are not available by January 31, 2026, Seller and Purchaser agree that the Settlement Date will be extended to March 31, 2026.

c) Seller and Purchaser acknowledge that a Lot Line Adjustment Deed or Lot Add-On Deed is to be executed and recorded for a 0.019 acre, more or less, parcel located on the northwest boundary line of the property and adjacent to the lands of Elmer P. Pritchard, Jr. conveying the said parcel to Elmer P. Pritchard, Jr. prior to the settlement of the property. If the Lot Line Adjustment Deed or Lot Add-On Deed has not been recorded among the Land Records of Cecil

County, Maryland by January 31, 2026, Seller and Purchaser agree that the Settlement Date will be extended to March 31, 2026.

7. RESTRICTIONS, EASEMENTS, ETC.: Purchaser acknowledges that this Agreement shall be subject to all existing covenants, restrictions, easements, recorded agreements and covenants, rights of public utilities and service companies, easements for roads and drainage, and zoning regulations, ordinances, statutes and other regulations of any duly constituted public authority now in force or which may be passed prior to final settlement and any other easements or encroachments which may be observed by an inspection of the Property or which may be disclosed by a current survey of the Property.

8. TITLE: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment Seller shall convey to Purchaser, by special warranty deed prepared at Purchaser's expense, good and marketable fee simple title to the Property insurable without exception at regular rates, by a title insurance company of Purchaser's choice licensed to do business in the State of Maryland, free and clear of liens and encumbrances except as noted in this Agreement, but subject to existing easements, building or use restrictions, zoning or land subdivision regulations, encroachments or 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 Property. This Paragraph 8 only sets forth the quality of title to be conveyed by Seller to Purchaser. Nothing herein shall be construed as obligating Seller to provide any title search, or title insurance at Seller's expense. The costs of any title search and title insurance desired by Purchaser shall be the sole responsibility of Purchaser, as set forth in Paragraph 9 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, Seller may have the option to extend the Settlement Date, 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 or deed of trust, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

9. COSTS: The costs related to this public sale and the settlement on the Property shall be paid as follows:

- (a) Purchaser shall provide and pay:
 - (i) All required state and local real estate transfer and recordation taxes..
 - (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, if any and if needed.
 - (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 Property, unless expressly contracted for in writing by 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 or deed of trust, 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) Water and sewer rent, if any, through the earlier of the Settlement Date or the date of prior delivery of possession to Purchaser.
 - (ii) 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 Property insurable at regular rates by a title insurance company of Purchaser's choice licensed to business in the State of Maryland.
- (c) Real estate taxes upon the Property shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser. However, if the Property is subject to any Preferential Assessment and Purchaser does not continue such Preferential Assessment program at settlement or thereafter, Purchaser will be solely responsible for any tax recapture amounts, roll-back taxes, interest, penalties or other charges that accrue as a result of such discontinuance, regardless of the reason for the same.

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

11. EMINENT DOMAIN AND EASEMENTS: Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Cecil County Land Records Office, and orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Property of which Seller has knowledge; that no part of the Property, except any part within utility reserve easements 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, such easements as may be disclosed by a reasonable inspection of the Property, or which are noted in this Agreement, specifically the pending Agricultural Easement stated in Paragraph 6 herein. Any proceeding for condemnation or by eminent domain instituted against the Property after the date hereof shall in no way affect Purchaser's obligation to purchase the Property 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.

12. CONDITION OF PROPERTY AND FIXTURES: At settlement, the Property and all its appurtenances and fixtures shall lie 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 Seller's or Purchaser's insurance, damages of any kind occurring after possession of the Property has been given to Purchaser, damages arising from any condition of the Property existing on the Public Sale Date, and/or damages of any kind arising from any taking of the Property by eminent domain.

Purchaser acknowledges that he/she/it has had a full and complete opportunity to inspect the Property. *The Property is being sold unto Purchaser "AS IS" with no representation, guarantee, or warranty regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, septic 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 Property is in compliance with any federal, State or local environmental laws or regulations.

13. DEFAULT: Should Purchaser default under any of the terms and conditions of this Agreement, the deposit shall be retained by Seller, and Purchaser shall be responsible for payment, including, but not limited to, all advertising, auction fees, commissions, attorneys' fees, etc., in connection with conducting a new auction sale of the Property. Additionally, Seller shall be free to pursue any such remedy as may be afforded to them in accordance with Maryland law, including, but not limited to specific performance and monetary damages.

14. ADJUSTMENTS: Ground rent, rent and water rent (if any) will be adjusted and apportioned as of the date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments, levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by the Purchaser.

15. RECORDATION AND TRANSFER TAXES AND FEES: The cost of all documentary stamps and recording costs, required by law, recordation tax and transfer tax, and agricultural transfer tax, if any, where required by law, shall be paid solely by the Purchaser.

16. CONDITION AND INSPECTION. Purchaser has been advised by Seller that there are qualified individuals and firms who are available to inspect the Property, for a fee, to determine the structural condition of any improvements, the adequacy of the land, and the adequacy of any existing wells and septic systems or sites for the same. However, Purchaser has either obtained such an inspection, or knowingly and voluntarily declined the right to obtain such inspection with full knowledge that neither the Seller nor any of the Seller's agents are responsible for any undisclosed defects affecting the Property. The Purchaser acknowledges that he/she/it has entered into this Agreement of Sale as a result of his/her/its own inspection and evaluation of the Property; said Property is being purchased in an "AS IS" "WHERE IS" condition, and that said Agreement of Sale is not based upon any representations, either oral or written, by Seller or its agents. It is expressly understood and acknowledged by the parties that Seller has made no representations or warranties of any nature whatsoever regarding the Property.

17. LEAD BASED 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 Purchaser's Agreement attached to this Agreement of Sale, Purchaser acknowledges that he/she/it has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his/her/its knowledge, the information provided therein is true and accurate. 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, Purchaser acknowledges that the Property 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.*

18. 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 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, Call 1800-23RADON 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 Property. Seller has no knowledge concerning the presence or absence of Radon.

19. ZONING: The parties acknowledge that no representation whatsoever is made concerning zoning of the Property, or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself/herself/itself that the zoning of the Property is satisfactory for his/her/its contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement. If Purchaser's intended use requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining such permits or inspections at Purchaser's expense.

20. INCLUSIONS WITH PROPERTY: Included in this sale are all buildings, improvements, rights, privileges and appurtenances to the Property, 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, dishes, 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. Reel washline;
- h. Swimming pool;
- i. Animal shelters;
- j. Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Property except as herein set forth.

No items of personal property are included in the sale of the Property unless otherwise specifically set forth herein other than the items that are remaining at the time of final settlement.

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:

22. 1031 EXCHANGE: If Seller desires to effectuate a 1031 tax deferred exchange, Purchaser agrees to cooperate with Seller and sign all necessary documents to do so provided that it does not pose any additional risk or expense to Purchaser.

23. INSURANCE AND RISK OF LOSS: The Property shall be held at the risk of Seller until legal title has passed or possession has been given to the Purchaser. Seller shall immediately have all of its insurance policies on the improvements on the Property so endorsed as to protect Seller and Purchaser, as their interests may appear, and shall continue said insurance in force during the term of this Agreement. However, Purchaser may (but shall not be required to), at Purchaser's election and expense, obtain such additional insurance on the Property and improvements as Purchaser may deem necessary or appropriate.

24. FIRPTA. Seller warrants and represents to Purchaser that the transaction contemplated hereunder is not subject to withholding requirements of the Foreign Investment and Real Property Tax Act (FIRPTA), as amended to date, or the regulations promulgated thereunder, and agrees to indemnify and hold harmless Purchaser from any breach of such warranty and representation. At Settlement, Seller shall deliver to Purchaser an affidavit, under penalty of perjury, stating that Seller is not a foreign person (a transferor as to whom withholding is required under FIRPTA) and setting forth Seller's taxpayer identification number.

25. NOTICES. All notices, demands and requests hereunder shall be in writing and shall be deemed to have been properly given if personally delivered or sent by United States Registered or Certified Mail, postage prepaid, as follows:

If to Seller:

Thomas Howard England, Jr. Jeffrey D. England, Nils Adrian England and
Amy R. Edwards
c/o Albert J.A. Young, Esquire
Pessin Katz Law, P.A.
4690 Millennium Drive, Suite 200
Belcamp, Maryland 21017

If to Purchaser: At the Address set forth on the signature page for this Agreement.

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

27. WAIVER: No requirement, obligation, remedy or provision of this Agreement shall be deemed to have been waived unless expressly waived in writing. The waiver by any party of any right, term, provision, covenant or agreement herein set forth shall not be deemed a waiver of the right to enforce such provision or to seek redress for breach on any subsequent occasion.

28. COOPERATION AND TIMELINESS: Time shall be of the essence of this Agreement. The parties shall diligently work to cause all conditions precedent to Settlement contemplated by this Agreement to be met in a timely manner and where necessary, to cooperate with each other in order to effectuate the aforesaid.

29. ORIGINAL AND COUNTERPARTS; EMAIL; FACSIMILE: This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument, and signatures exchanged via facsimile or by email shall be deemed original and binding for all purposes.

30. RESIDENTIAL REAL PROPERTY DISCLOSURES AND DISCLAIMER NOTICE: Purchaser is advised of the right to receive a "Disclosures and Disclaimer Statement" from Seller (Paragraph 10-702, Real Property Article, Annotated Code of Maryland). It is expressly acknowledged that Seller shall only provide the such disclosures and disclaimers using the Maryland Residential Property Disclosure and Disclaimer Statement attached hereto as Exhibit A. Purchaser acknowledges that the sale is "AS-IS/WHERE-IS."

31. ADDENDA and EXHIBITS: The Addenda listed below which are attached to this Agreement and which bear the signatures of all parties are hereby made a part of this Agreement and shall be construed to govern over any inconsistent portions of this printed form (check applicable addenda), including but not limited to the following addenda:

X Notice to Buyer - Rights Under Maryland Seller (Exhibit A)
Disclosure/Disclaimer Act

X Lead Paint Addendum (Exhibit B)

X Purchaser's Agreement

32. HEADINGS: The headings of the paragraphs herein are for convenience only and shall not affect the meanings or interpretations of the contents thereof.

33. COSTS AND EXPENSES OF LITIGATION: If either party shall institute legal proceedings against the other based upon a cause of action arising out of this Agreement, the prevailing party in such proceedings shall recover from the other party all costs and expenses incurred by it in such proceedings, including reasonable attorneys' fees to be fixed by the Court.

34. COMPLETE AGREEMENT: This Agreement, including the attached Exhibits, and the attached Purchaser's Agreement represent the complete understanding between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, as to the matters described herein.

35. AMENDMENT OF AGREEMENT: This Agreement may be amended only by a written instrument signed by all parties. No requirement, obligation, remedy or provision of this Agreement shall be deemed to have been waived, unless expressly waived in writing. Any such waiver of any such provision shall not be considered a waiver of any right to enforce such provision thereafter.

36. CONTROLLING LAW: This Agreement governs land situate and lying in the State of Maryland, and shall therefore be regulated by and interpreted in accordance with the laws of the State of Maryland.

37. SEVERABILITY: If any provision of this Agreement shall be held violative of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

38. SURVIVAL: The terms and conditions, covenants, representations, warranties and other provisions of this Agreement shall survive settlement, and shall not be merged into or terminated by the transfer contemplated herein or the recordation of the deed and execution of settlement documents.

39. SUCCESSORS AND ASSIGNS: The covenants, agreements and conditions herein contained and on the attached Purchaser's Agreement shall inure to the benefit of and bind the personal representatives, successors and assigns of the parties hereto.

40. INTERPRETATION: Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

41. **CONSTRUCTION:** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted. All references to the highest bidder, Purchaser or Purchasers contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural or masculine or feminine form.

42 **ASSIGNMENT:** This Agreement of Sale and the attached Purchaser's Agreement may not be assigned by Purchaser without the prior written consent of Seller.

43. **REAL PROPERTY DISCLAIMER/DISCLOSURE REQUIREMENT:** Pursuant to Section 10-702, *et seq.* of the Real Property Article of the Annotated Code of Maryland, the Purchaser is hereby advised that: (a) The Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and (b) The Purchaser will be receiving the real property "AS-IS", with all defects that may exist. The Seller shall deliver the completed Disclaimer Statement simultaneous with the execution of this Agreement of Sale. The Disclaimer Statement is attached hereto as **Exhibit A** and made a part hereof.

44. **LEAD-BASED PAINT IN HOUSING DISCLOSURE REQUIREMENT:** The Seller shall provide the Purchaser with the Disclosure of Lead-Based Paint in Housing Requirements as required by the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. The aforesaid disclosure is attached hereto as **Exhibit B** and made a part hereof.

WITNESS, the execution of the parties hereto the day and year first above written.

WITNESS:

SELLER:

_____(SEAL)
Thomas Howard England, Jr.

_____(SEAL)
Jeffrey D. England

_____(SEAL)
Nils Adrian England

_____(SEAL)
Amy R. Edwards

Purchaser's Signatures on the Following Page

WITNESS:

PURCHASER:

_____(SEAL)

_____(SEAL)

Address

Address

Telephone No.

Telephone No.

Driver's License No.

Driver's License No.

Social Security/Taxpayer ID No.

Social Security/Taxpayer ID No.