CONDITIONS OF SALE OF IMPROVED REAL ESTATE OF JAMES S. BRUBACKER AND MABEL S. BRUBACKER, TRUSTEES OF THE JAMES S. BRUBACKER AND MABEL S. BRUBACKER REVOCABLE LIVING TRUST

DATE: May 17, 2025

1. The property to be sold is described as follows:

   ALL THOSE TWO CERTAIN parcels or tracts of land, and the improvements located thereon, commonly known as 1054 Kutztown Road, Myerstown, Jackson Township, Lebanon County, PA 17067 – Lebanon County GIS Parcel: 23-2361815-401504-0000 (collectively, the "Property").

2. The highest approved bidder shall be declared to be the purchaser (the "Purchaser"). The highest approved bidder shall be required to execute the attached Agreement of Sale. The highest approved bid shall be the purchase price (the "Purchase Price"). If any dispute arises between two or more bidders, the property shall immediately be put up again at the last undisputed bid.

3. There are no financing or other contingencies regarding Purchaser's obligation to complete the purchase. If the Purchaser intends to obtain any portion of the Purchase Price through a bank or other lender, the Purchaser is advised that his inability to do so by the last day stated for closing is at Purchaser's risk. If Purchaser does not pay the Seller the entire Purchase Price by the last date stated for closing then, in addition to all other remedies, Seller may retain the Earnest Money (as defined herein) and sue the Purchaser for the remainder of the Purchase Price. Seller shall be under no obligation to sign any type of financing documents including, without limitation, the FHA/VA Amendatory Clause should Purchaser elect to pursue financing. Purchaser acknowledges that he has had the opportunity to fully review the *Seller's Property Disclosure Statement* if one was required of Seller. Purchaser also acknowledges receipt of a copy of *Seller's Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*.

4. The purchaser of said real estate shall immediately pay to the seller ten percent (10%) of the Purchase Price, or such other amount as is acceptable to Seller (the "Earnest Money"), directly to the seller, which shall be held by seller, and sign these conditions and agreement for the payment of the remainder of the purchase price on settlement and delivery of deed. At Seller's option, the Earnest Money deposit placed by Purchaser may be with, and held by, The Real Estate Transfer Company, agents for Fidelity National Title Insurance Company ("Escrow Agent"), 279 North Zinn's Mill Road, Suite D, Lebanon, PA 17042, and shall be in the form of a certified or bank check, issued by a federally or state-chartered bank or lending institution, or such other form of immediately available funds that is acceptable to Seller in his sole discretion. If held by Escrow Agent, the Earnest Money shall be held in federally insured escrow account which does not earn interest.

5. The date, time and place of settlement shall be between the hours of 9:00 a.m. and 3:00 p.m., prevailing time, on or before Tuesday, July 14, 2025, at the offices of The Real Estate Transfer Company, 279 North Zinn's Mill Road, Suite D, Lebanon, PA 17042 Phone: (717) 279-8313, Fax: (717) 272-0918, or at such other location in Lebanon County, PA, that is agreeable to Seller. Purchaser may commission The Real Estate Transfer Company, agents for Fidelity National Title Insurance Company, to issue all necessary or desirable policies of title insurance.

6. At the time of settlement, the seller, upon receipt of the said full purchase price and upon compliance with the conditions of the attached Agreement by the purchaser, will convey to the purchaser title to said property in accordance with the attached Agreement of Sale, free and clear of all liens and encumbrances, but subject to all visible easements, rights of way, and building or use restrictions, and any or all of the same which are a matter of record.

7. At the time of Settlement, the Seller, upon receipt of the full Purchase Price, and upon compliance with the conditions of the attached Agreement of Sale by Purchaser, will convey to Purchaser title to the Property via Deed of Special Warranty, which shall be prepared by Seller's attorney at a cost to Purchaser of $250.00, in accordance with the attached Agreement of Sale, free and clear of all liens and encumbrances, but subject to all visible easements, rights of way, and building or use restrictions, and any or all of the same which are a matter of record. If the Property includes a manufactured home which has a vehicle or other title, Seller shall cooperate with Purchaser to transfer the title to Purchaser; all the cost and expense associated therewith shall be paid by Purchaser. If the Property is subject to a solar, or other alternative energy lease, Seller shall cooperate with Purchaser to transfer the lease to Purchaser; all the cost and expense associated therewith shall be paid by Purchaser.

8. Purchaser shall pay the costs of preparing the Deed of Special Warranty, the acknowledgments thereof, and all real estate transfer taxes or stamps, local, Federal and Pennsylvania, required with regards to said Deed. In the event Purchaser desires to assign or otherwise transfer Purchaser's rights hereunder, Purchaser shall be solely responsible for all additional fees, costs or charges including, without limitation, additional real estate transfer taxes due as the result of the assignment or other transfer. Purchaser shall also be solely responsible for all costs and expenses of transferring the title to the single wide mobile home to Purchaser.

9. Possession will be given upon settlement and delivery of the Deed.

10. The sale is "with reserve" and Seller reserves the right to withdraw the Property from sale for want of a sufficient bid.

11. Taxes to and including the date of Settlement shall be paid by the Seller; all leases, if any, will be pro-rated and security deposits, if any, transferred to Purchaser at Settlement.

12. Taxes shall be pro-rated on a fiscal year basis. If applicable, any rollback taxes which become due as a result of the sale under the Pennsylvania Farmland and Forest Land Assessment Act of 1974, better known as "Clean and Green" or Act 319 (72 P.S. §5490.1 et seq.), or other tax abatement or reduction program, shall be paid by Purchaser.

13. In the event any monies are required to be escrowed in order to clear liens against the Property, including, without limitation, Pennsylvania Inheritance Tax, the monies shall be held by The Real Estate Transfer Company, agents for Fidelity National Title Insurance Company, 279 North Zinn's Mill Road, Suite D, Lebanon, PA 17042, or the attorney or law firm hired by the Estate's Executor to file the PA Inheritance Tax return (REV-1500).

14. Municipal charges and assessments, such as water and sewer rents, if applicable, shall be prorated on a fiscal year basis.

15. It is agreed that no formal tender of deed need be made.

16. The Property is being sold "as-is/where-is" with no warranties, express or implied. Seller does not make any representations or warranties as to the condition of the Property. Seller shall be under no obligation to either make, or permit, modifications or repairs to the Property to satisfy the requirements of any municipal body, utility, lender or insurance company.

17. Upon failure to comply with the above conditions, the Earnest Money shall become forfeited to the Seller. Seller, at his option, shall have the full liberty, with or without notice, to resell the Property, either at public or private sale, and if on such resale there shall be any deficiency the Purchaser at this sale shall make good such deficiency, but the Purchaser at this sale shall not have any advantage from any increased price obtained at such resale. This right of Seller shall be in addition to all other rights contained herein and the attached Agreement of Sale.

18. The Seller shall not be liable for any damages for failure to convey a valid title for any reason beyond his control and in such event the Purchaser shall be entitled to receive a refund of the down payment, but shall have no further rights of action against the Seller.

19. If requested by Purchaser, Seller shall cooperate fully with Purchaser to allow the sale of the Property to qualify as an IRS Section 1031 tax deferred exchange for Purchaser. If requested by Seller, Purchaser shall cooperate fully with Seller to allow the sale of the Property to qualify as an IRS Section 1031 tax deferred exchange for Seller. The party electing to pursue a Section 1031 tax-deferred exchange shall be responsible for all his or its expenses involved in the tax-deferred exchange.

20. If the Property is rented, all rents shall be pro-rated as of the date of closing and all security deposits transferred to Purchaser.

21. In the event of conflict with the terms or conditions of the attached Agreement of Sale, the Agreement of Sale shall control.

"Seller" "Purchaser"

JAMES S. BRUBACKER AND
MABEL S. BRUBACKER
REVOCABLE LIVING TRUST

_____ _____

By: James S. Brubacker, Trustee

_____ _____

By: Mabel S. Brubacker, Trustee

AGREEMENT

We, the undersigned, being the seller and purchaser of the real estate mentioned in the foregoing Conditions, hereby declare and agree that the persons identified on the attached Conditions of Sale have become the purchaser of the aforesaid Property for the sum of $_____, and that the sum of $_____ has been paid to the undersigned seller, the receipt is hereby accepted by way of deposit, and in part payment of the said purchase price. And we further agree that the conditions of sale shall be taken as the terms of agreement for the sale and purchase respectively, of the said Property, and shall be observed and fulfilled by the said seller and purchaser respectively.

We, the purchaser or purchasers, further agree that if any monies are required to be escrowed in order to clear liens against the property, including, without limitation, Pennsylvania Inheritance Tax, the monies may be held by The Real Estate Transfer Company, agents for Fidelity National Title Insurance Company, 279 North Zinn's Mill Road, Suite D, Pottsville, PA 17042.

We, the purchaser or purchasers, understand that there is NO FINANCING CONTINGENCY with regard to our obligation to complete this purchase. If we intend to obtain any portion of the purchase price through a bank or other lender, we understand that our inability to do so BY THE LAST DATE STATED FOR CLOSING is at our risk – if we do not pay the Seller the entire purchase price by the last date stated for Closing, the Seller may retain ALL of deposit money AND sue us for the remainder of the purchase price. We understand that we chose our lender and agree to suffer the consequences if we are unable to timely complete any necessary financing needed to meet our obligation to pay the entire purchase price.

This Agreement of Sale shall be governed by the laws of the Commonwealth of Pennsylvania. No modification of this Agreement shall be effective unless signed by all the parties. The parties agree that any matter which may be brought or pursued in court hereunder,

or that is in any way connected with or related to this Agreement, shall be brought and maintained only in the Court of Common Pleas of the county in which the Property is located, and each party consents to such venue and the court's personal jurisdiction over each party. In the event of litigation involving this Agreement of Sale, the prevailing party shall be entitled to recover his or its reasonable attorneys' fees and costs incurred in investigating and prosecuting the action.

We, the purchaser or purchasers, further agree that if I/we shall acquire possession of the Property before payment of the purchase money and shall fail to make payment when due, I/we authorize the Prothonotary or any attorney-at-law to appear for me/us in any Court of Record and confess judgment in an amicable action of ejectment against me/us, in favor of the seller or the latter's assigns, for possession of said Property and direct the issuing of a writ of *Habere Facias Possessionem,* with a clause of *Fieri Facias* for costs; thereby waiving all irregularities, notice, leave of court and any and all provisions of present or future exemption laws.

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of May, 2025.

"Seller" "Purchaser"

JAMES S. BRUBACKER AND
MABEL S. BRUBACKER
REVOCABLE LIVING TRUST

_____ _____

By: James S. Brubacker, Trustee

_____ _____

By: Mabel S. Brubacker, Trustee

Purchaser Address:_____

Phone Number(s):_____

Email:_____

Deed in the Name(s) of:_____

Bank Contact:_____

Check No.:_____ Bank:_____

Driver's License – State and Number:_____

Settlement Company Contact:

Shirl A. Kichman, Manager
The Real Estate Transfer Company
279 North Zinn's Mill Road, Suite D
Lebanon, PA 17042
(717) 279-8313
shirl@ajflaw.net