CONDITIONS OF SALE FOR THE REAL ESTATE OF DAVID G. MARTIN & ERMA B. MARTIN, GLENN R. MARTIN AND LORI F. MARTIN AND HMF CHARITIES

The Conditions of Sale for the Real Estate of **DAVID G. MARTIN AND ERMA B. MARTIN, husband and wife, GLENN R. MARTIN AND LORI F. MARTIN, husband and wife**, and **HMF CHARITIES, a non-profit organization,** being held this 15th day of October, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in the Bethel Township, Berks County, Pennsylvania, known as 7801 Lancaster Avenue, Myerstown, PA 17067, having a UPI/Property ID No. of 30440000571680, with Deed recorded in the Office of the Recorder of Deeds of Berks County at Instrument No. 2026026447, and more particularly described in the attached Exhibit "A".

2. The highest approved bidder shall be the Buyer upon the Property being struck off to him, (the "Purchase Price"), and he shall immediately sign the Agreement on these Conditions of Sale, and pay a deposit of **ONE HUNDRED FIFTY THOUSAND ($150,000.00) DOLLARS,** paid directly to the Seller. If any dispute arises among bidders, the Property shall immediately be put up for renewed bidding.

3. The balance of the Purchase Price shall be paid at Settlement to be held at the offices of Steiner & Sandoe, Attorneys at Law, LLC, 36 West Main Avenue, Myerstown, PA 17067, **on or before 90 days of signing the Conditions of Sale**, unless some other time or place is agreed upon by the Seller and the Buyer.

4. Upon payment of the purchase price in full, the Seller shall convey title to the property to Buyer by special warranty deed. If the Buyer obtains an attorney certification of title or purchases title insurance, Seller shall convey title that is good and marketable. Title shall be free and clear of all liens and encumbrances not noted in these conditions, but subject to any easements, visible or of record, rights-of-way, building or use restrictions, and zoning or land subdivision regulations. At Settlement, the property and all of its appurtenances and fixtures

shall be in substantially the same condition as at present, except for any damage of any kind, for which full or partial recovery may be had under the Seller's or Buyer's insurance, or any taking by eminent domain. Formal tender of deed and purchase money are waived.

5. The cost of any title search, certification or insurance is the responsibility of the Buyer.

6. The cost of preparation of the deed, acknowledgments to the deed and recording fees are the responsibility of the Buyer. All state and local realty transfer taxes, Two Percent (2%) of the Purchase Price, shall be paid by the Buyer. Real estate taxes shall be pro-rated to the date of Settlement. Water and sewer rates and other lienable utilities shall be paid by the Seller to the date of Settlement. Any fees, including tax or utility certification fees for services which the Seller has not specifically engaged, shall be paid by Buyer. Seller will not be responsible for any testings or inspections required by any lending institution.

7. The Property is being sold **"AS IS"** with no inspection contingencies and no warranties implied or stated from Seller.

8. Buyer acknowledges receipt of a completed Seller's Property Disclosure form made available prior to and on the day of the sale.

9. Possession will be given to the Buyer at the time of Settlement.

10. The Seller reserves the right to reject any or all bids, and withdraw the premises from sale.

11. The Real Estate Buyer acknowledges that his obligation under these Conditions of Sale is **NOT** conditioned upon his ability to obtain any financing of the purchase price.

12. In case of non-compliance with these Conditions of Sale by the Real Estate Buyer, the Seller, in addition to all remedies provided by law, shall have the option either:

(a) To retain the Buyer's deposit money as liquidated damages, regardless of whether or not, or on what terms, the property is resold; or

(b) To resell the Property at public or private sale, with or without notice to the present Buyer, and to retain any advance in price, or hold the present Buyer liable for any loss resulting from such resale, meanwhile holding the deposit paid hereunder as security for or toward payment of any such loss.

13. Special conditions:

(a) If the property is subject to any preferential tax assessment such as "Clean and Green," and if the Buyer after settlement causes a violation of the preferential assessment, Buyer shall be solely responsible for the payment of all roll-back taxes, interest and penalties and shall indemnify Seller from same.

REAL ESTATE AGREEMENT

We, the undersigned, being the Seller and Buyer of the real estate mentioned in the foregoing Conditions of Sale, hereby declare and agree that _____ _____, of _____ _____, (telephone #_____), has/have become the Buyer(s) of the aforesaid premises for the sum of _____ Dollars (the "Purchase Price") and that the sum of _____ Dollars has been paid directly to the Seller, the receipt of which is hereby accepted by way of deposit, and in part payment of the said Purchase Price. If the Buyer, or persons claiming under the Buyer, shall take possession of the premises or any part thereof prior to the time of Settlement, and thereafter default in the payment of the purchase price, or in the performance of any other conditions of sale, the Buyer does hereby authorize any attorney of any court of record in Pennsylvania, to appear for him and confess judgment in an amicable action of ejectment for recovery of possession of said premises, against the said Buyer, or any other person or persons in possession of said premises, or any portion thereof, and in favor of the Seller of said premises, and direct the issuing of a writ of possession, with clause of seizure, waiving all irregularities, without notice, and without asking leave of court.

Witness our hands and seals this 15th day of October, 2026.

SELLER: **BUYER:**

_____ _____
David G. Martin

_____ _____
Erma B. Martin

_____
Glenn R. Martin

_____
Lori F. Martin

HMF CHARITIES

By_____
David Mark Martin, Member

EXHIBIT 'A'

ALL THAT CERTAIN lot or tract of ground, located along the western side of Bordner Road (T-488) and the southern side of Martin Drive (T-637), situate in Bethel Township, Berks County, Pennsylvania, shown on a plan prepared by Paul R. Grube Associates, being Drawing Number 39-39, being known as **7801 Lancaster Avenue, Myerstown, PA 17067,** being more fully bounded and described as follows, to wit:

BEGINNING at an iron pin, said point being a corner common between lands now or late of Edna S. Bordner, the tract to be described herein, and also being a point on the line of lands now or late of Rufus A. Gibbel and Katie Gibbel, his wife, thence along lands of now or late of the said Bordner and Harold J. Dietrich and Irene E. Dietrich, his wife, North 83 degrees 52 minutes 14 seconds East, a distance of 1434.00 feet to an iron pin; thence continuing along said Dietrich lands, North 06 degrees 19 minutes 46 seconds West, a distance of 272.50 feet to a railroad spike in the macadam cartway of martin Drive; thence within the said road and along said lands now or late of L.D.L. Partners (Leon G. Hoover, Dale Martin and Lee A. Witmer), North 83 degrees 55 minutes 38 seconds East, a distance of 495.85 feet to a spike in the cartway of said road; thence leaving said road, South 23 degrees 49 minutes 22 seconds East, a distance of 56.09 feet to a railroad spike in the macadam cartway of Bordner Road; thence within said Bordner Road, the five (5) following courses and distances (1) South 00 degrees 12 minutes 28 seconds East, a distance of 213.37 feet to a spike in said cartway; (2) South 05 degrees 20 minutes 58 seconds East, a distance of 513.93 feet to a spike in said cartway (3) South 05 degrees 25 minutes 04 seconds East, a distance of 752.57 feet to a spike in said cartway; (4) South 05 degrees 50 minutes 02 seconds East, a distance of 432.10 feet to a spike in said cartway; (5) South 05 degrees 48 minutes 28 seconds East, a distance of 1017.10 feet to a spike in said cartway, thence leaving said road and along lands now or late of William L. Weiser and Louise Campbell, the four (4) following courses and distances: (1) South 70 degrees 03 minutes 56 seconds West, a distance of 1491.60 feet to an iron pin; (2) South 77 degrees 03 minutes 56 seconds West; a distance of 305.25 feet to an iron pin; (3) North 88 degrees 26 minutes 05 seconds West, a distance of 67.65 feet to an iron pin; (4) North 80 degrees 20 minutes 41 seconds West, a distance of 478.53 feet to an iron pin; thence along lands of the "Swatara Creek Subdivision". The five (5) following courses and distances: (1) North 07 degrees 20 minutes 00 seconds West, a distance of 1472.60 feet to an iron pin; (2) South 84 degrees 58 minutes 33 seconds West, a distance of 840.94 feet to a spike in the macadam cartway of Lancaster Avenue (S.R 501); (3) North 08 degrees 34 minutes 05 seconds East, a distance of 20.58 feet to a spike in said cartway; (4) leaving said road, north 84 degrees 58 minutes 33 seconds East, a distance of 835.30 feet to an iron pin; (5) North 07 degrees 20 minutes 00 seconds West, a distance of 353.59 feet to a 14 inch cherry tree; thence along lands now or late of Rufus A. Gibbel and Katie Gibbel, his wife, North 81 degrees 16 minutes 05 seconds East, a distance of 443.47 feet to a 36 inch oak tree, thence continuing along the same, North 07 degrees 22 minutes 11 seconds West, a distance of 1096.41 feet to the place of **BEGINNING. CONTAINING** a total area of 149.20 acres.

BEING THE SAME PREMISES which David G. Martin and Erma B. Martin, husband and wife, Glenn R. Martin and Lori F. Martin, husband and wife, by Deed dated August 6, 2026 and recorded on August 11, 2026, in the Office of Recorder of Deeds in and for the County of Berks, Pennsylvania, at Instrument No. 2026026447, granted and conveyed unto David G.

Martin and Erma B. Martin, husband and wife, Glenn R. Martin and Lori F. Martin, husband and wife and HMF Charities, a non-profit organization, Grantors hereto.

UNDER AND SUBJECT TO DEED OF AGRICULTURAL CONSERVATION EASEMENT TO THE COMMONWEALTH OF PENNSYLVANIA AND A COUNTY JOINTLY IN PERPETUITY DATED NOVEMBER 15, 2006 AND RECORDED IN THE RECORDER OF DEEDS OFFICE OF BERKS COUNTY IN RECORD BOOK 5011, PAGE 1977, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "B".