CONDITIONS FOR PUBLIC SALE OF REAL ESTATE

The conditions for the present sale of the property of the Estate of Phares M. Newswanger, by John S. Newswanger (the "Seller"), situate at 606 State Route 419, Newmanstown, Millcreek Township, Lebanon County, Pennsylvania (the "Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference are as follows:

1. The highest approved bidder shall be declared the Purchaser.

2. Title shall be good and marketable and free of all liens and encumbrances but subject to zoning ordinances, visible easements, easements of record, rights of any public utilities and/or building restrictions, and reservations and other restrictions of record or visible on the Property.

3. Immediately after the sale of the Property, the successful bidder shall sign an Agreement of Sale for the Property and pay to the Seller a deposit of ten percent (10%) of the purchase price. The payment of the balance of the purchase price shall be made at settlement which shall take place on or before December 28, 2026. Time is of the essence. The Purchaser's failure to sign an Agreement of Sale shall be an immediate default and the Property shall be re-exposed to public sale forthwith.

4. The Purchaser shall pay all settlement costs, including, but not limited to, the cost of preparing the deed, including acknowledgment, Pennsylvania realty transfer taxes, and all local real estate transfer taxes.

5. Any "Disbursement" or similar fees purported to be charged by the Purchaser's title company or attorney against the Seller for services which the Seller has not specifically engaged, shall be paid by the Purchaser.

6. The Purchaser shall have possession by deed and keys at settlement upon payment of the balance due.

7. Taxes for all years prior to the fiscal years including the date of settlement shall be paid by the Seller; taxes for fiscal years including the date of settlement shall be apportioned to the date of settlement on a fiscal year basis.

8. Water and sewer rents for all periods prior to the billing periods including the date of settlement shall be paid by the Seller; water and sewer rents for the billing periods including the date of settlement shall be apportioned to the date of settlement on a use basis.

9. The sale of the Property is subject to any and all existing tenancies, if any.

10. All rents, if any, shall be apportioned to the date of settlement.

11. The Seller is selling the Property "AS IS" and is making no representations of any kind concerning the condition of the Property or any of the facilities contained therein or appurtenant thereto. The cost of any surveying required by the Purchaser shall be paid by the Purchaser.

12. The Property is currently zoned A—Agriculture Industry; the Purchaser shall be solely responsible to check with the municipality regarding the permitted uses for the Property and compliance with the Zoning Code.

13. The right is reserved to withdraw the Property from sale for want of a

sufficient bid.

14. If the Purchaser fails to comply with the above conditions, the money deposited shall become forfeited to the Seller at the expiration of the time before limited, and the Seller shall then be at full liberty, with or without notice, to resell the Property. If there should be any deficiency on such resale the Purchaser shall pay the amount of the same to the Seller, including all expenses attending such resale but the Purchaser shall have no advantage from an enhanced price at such resale.

WITNESS:

SELLER:
The Estate of Phares M. Newswanger

_____

_____
By: John S. Newswanger, Executor

PURCHASER:

_____ _____

_____ _____

AGREEMENT

It is hereby agreed that _____ has become the Purchaser of the premises described in the attached Conditions of Sale for the Real Estate situate at 606 State Route 419, Newmanstown, Millcreek Township, Lebanon County, Pennsylvania, identified as UPI Number 24-2388935-367201-0000 for _____ Dollars ($_____); that the Purchaser has paid _____ Dollars ($_____) on account of the purchase price, the receipt of which is hereby acknowledged by the Seller and that this sale and purchase of the Property is made under and subject to the foregoing Conditions of Sale.

WITNESS our hands and seal this 13th day of November, 2026.

WITNESS:

SELLER:
The Estate of Phares M. Newswanger

_____

_____
By: John S. Newswanger, Executor

WITNESS:

PURCHASER:

_____

_____

_____

_____

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RECORDED
RUSSELL K. LEIGH
RECORDER - LEBANON C

Fee Simple Deed No. 752-S

Printed for and Sold by John C. Clark Co., 1326 Walnut St., Phila.

JAN 4 11 34 AM '93

This Indenture Made the 31st day of

December, ----- in the year of our Lord one thousand nine hundred and ninety-two---(19 92)

Between PHARES M. NEWSWANGER and MARTHA O. NEWSWANGER, his wife, of the Township of Millcreek, County of Lebanon and Commonwealth of Pennsylvania, parties----------(hereinafter called the Grantors), of the one part, and

PHARES M. NEWSWANGER and MARTHA O. NEWSWANGER, his wife, of the Township of Millcreek, County of Lebanon and Commonwealth of Pennsylvania, parties---------- (hereinafter called the Grantees), of the other part,

Witnesseth That the said Grantors, Phares M. Newswanger and Martha O. Newswanger, his wife,---------- for and in consideration of the sum of ONE DOLLAR ($1.00)---------- lawful money of the United States of America, unto them, ------- well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have------- granted, bargained and sold, released and confirmed, and by these presents do-----grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns, as tenants by the entireties,

ALL THAT CERTAIN portion of land located in Millcreek Township, Lebanon County, Pennsylvania, identified as "Lot No. 1" on a plan titled "Final Plan for Newswanger Subdivision", prepared by Light-Heigel & Associates, Inc., dated October 2, 1990, revised May 20, 1992, Recorded in Plan Book 40, Page 100. Said "Lot No. 1" being a portion of the lands of Phares M. and Martha O. Newswanger, as described in Deed Book 51, Page 847 (Tract No. 2).

BEGINNING at a point in the centerline of Schaefferstown Road (Rt. 419), said point being approximately 518 feet west of the centerline intersection of Schaefferstown Road and Church Road (T-371), said point also being the northwest corner of Area "A" and the northeast corner of the herein described Lot No. 1. Thence, along Area "A", S. 34° 00' 00" E., 363.99 feet to a railroad spike in a 30" ash stump (set), having crossed over a rebar (set) 25.00 feet from the Point of Beginning; thence along lands now or formerly of Richard F. and Joan R. Smith, as described in Deed Book 235, Page 365, S. 45° 30' 00" W., 196.75 feet to an iron pin (found); thence along lands now or formerly of Peter I. and Orpha M. Lewis, as described in Deed Book 91, Page 416, N. 35° 00' 00" W., 399.91 feet to a point in the centerline of Schaefferstown Road, having crossed over a rebar (set) 25.00 feet and an iron pin in concrete (found) 26.39 feet from the last described point; thence along the said centerline, N. 56° 00' 00" E., 200.44 feet to the Point of Beginning. Containing 70,276 square feet, 1.6133 acres, excluding that portion of Lot No. 1 contained in the right-of-way of Schaefferstown Road and that area tendered for right-of-way of Schaefferstown Road.

EXHIBIT
tabbies
A

BEING A PORTION OF TRACT NO. 2 OF THE SAME PREMISES which Lester S. Martin and Doris E. Martin, his wife, by their Deed dated April 5, 1966, and recorded in the Office of the Recorder of Deeds of Lebanon County, PA, on April 5, 1966, in Deed Book 51, Page 847, granted and conveyed unto Phares M. Newswanger and Martha O. Newswanger, his wife, grantors herien.

THE WITHIN IS A TRANSFER FROM HUSBAND AND WIFE TO HUSBAND AND WIFE AND IS, THEREFORE, EXEMPT FROM THE PAYMENT OF REALTY TRANSFER TAXES.