CONDITIONS OF SALE FOR THE
REAL ESTATE OF RALPH W. BREIDIGAN AND ROSE MARIE BREIDIGAN

The Conditions of Sale for the Real Estate of **RALPH W. BREIDIGAN AND ROSE MARIE BREIDIGAN**, being held this 15th day of September, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in the Jackson Township, Lebanon County, Pennsylvania, known as 350 Golf Road, Myerstown, PA 17067, +/- 10.46 acres, having a UPI/Property ID No. of 23-2372336-393496-0000, with Deed recorded in the Office of the Recorder of Deeds of Lebanon County at Deed Book 61, Page 578, AND ES Golf Road, Myerstown, PA 17067, +/- 2.8 acres, having a UPI/Property ID No. of 23-2372840-393696-0000, with Deed recorded in the Office of the Recorder of Deeds of Lebanon County at Deed Book 306, Page 223, 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 **TEN PERCENT (10%) OF THE PURCHASE PRICE,** paid directly to the Seller. If any dispute arises among bidders, the Property shall immediately be put up for renewed bidding.

4. 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 60 days of signing the Conditions of Sale**, unless some other time or place is agreed upon by the Seller and the Buyer.

6. 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.

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

8. 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.

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

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

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

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

13. 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.

14. 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.

(b) If buyers want to build on the separate lot, the township may require a stormwater/sewage management plan and/or any other township requirement expenses.

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 September, 2026.

SELLER:

_____
Ralph W. Breidigan

_____
Rose Marie Breidigan

BUYER:

_____

_____

EXHIBIT "A"
350 GOLF ROAD, MYERSTOWN, PA 17067

ALL THAT CERTAIN messuage, tenement, and tract of land situate in Jackson Township, County of Lebanon, and Commonwealth of Pennsylvania, bounded and described as follows,

BEGINNING at a stone in the center of a public road T-642; thence North 87 degrees 45 minutes East, 55.8 perches to a stone; thence along lands now or late of Edna Labe, South 5 degrees West, 70.7 perches to a point in the above mentioned Township Road T-642; thence in and along the center of said Township Road, North 38 degrees 15 minutes West, 81.7 perches, more or less, to a point; thence in and along the said Township Road, North 6 degrees 15 minutes East, 4.3 perches, more or less, to the place of **BEGINNING.**

CONTAINING 13 acres, 19 perches , more or less.

BEING THE SAME PREMISES which Thomas M. Harnich, Jr. and Elsie M. Harnich, by Deed dated August 5, 1967 and recorded on August 7, 1967 in the Office of Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in record Book 61, Page 578, granted and conveyed unto Ralph W. Breidigan and Rose Marie Breidigan, his wife.

LESS AND EXCEPTING, HOWEVER, ALL THAT CERTAIN, tract of land heretofore conveyed by Ralph W. Breidigan and Rose Marie Breidigan, his wife, to Brett T. Breidigan, by Deed dated December 23, 1993 and recorded on December 27, 1993, in the Office of Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in Deed Book 300, Page 402. Containing 2.8 acres.

ES GOLF ROAD, MYERSTOWN, PA 17067

ALL THAT CERTAIN tract of land situate, in the Township of Jackson, County of Lebanon and Commonwealth of Pennsylvania, being Lot #1 and the private right of way as described on Land Subdivision Plan for Ralph W. & Rose Marie Breidigan as recorded in the Recorder of Deeds Office in and for the County of Lebanon on June 22, 1993, in Plan Book 41, Page 29, bounded and described as follows, to wit:

BEGINNING at an iron pin and along Township Road T-642, also known as Golf Road; thence along the same, North 01 degrees 32 minutes 9 seconds East, a distance of 50.11 feet to an iron pin at corner of lands now or late of Mark R. & Betty J. Shankroff; thence along lands now or late of Mark R. & Betty J. Shankroff and Shannon A. & Janet S Smith, respectively, North 87 degrees 45 minutes East, a distance of 894.52 feet to an iron pin along lands of Richard A. & Judith A. Bohn; thence along lands now or late of Richard A. & Judith A. Bohn, South 4 degrees 28 minutes West, a distance of 570.77 feet to an iron pin; thence along lands now or late of Ralph W. & Rose Marie Breidigan, the following eight (8) courses and distances: (1) North 56 degrees 27 minutes West, a distance of 46.66 feet to an iron; (2) North 34 degrees 49 minutes West, a distance of 82.00 feet to an iron pin; (3) North 23 degrees 43 minutes West, a distance of 133.00 feet to an iron pin; (4) North 1 degree 54 minutes West, a distance of

129.00 feet to an iron pin; (5) North 04 degrees 39 minutes East, a distance of 85.00 feet to an iron pin; (6) North 12 degrees 09 minutes East, a distance of 43.15 feet to an iron pin; (7) along a curve to the left having a radius of 58.00 feet with a chord bearing of North 70 degrees 38 minutes 32 seconds West, a distance of 112.71 feet to an iron pin; (8) South 87 degrees 45 minutes West, a distance of 617.35 feet to an iron pin along Township Road T-642, also known as Golf Road, the place of **BEGINNING.**

BEING THE SAME PREMISES which Brett T. Breidigan, single man, by Deed dated August 19, 1994 and recorded on August 22, 1994 in the Office of Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in record Book 306, Page 223, granted and conveyed unto Ralph W. Breidigan and Rose Marie Breidigan, husband and wife.