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File #: 140056

April 9, 2018

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Application of PPL Electric Utilities Corporation for Approval to Transfer by Sale of Real Property and Facilities Located at 1237 Sesqui Street, Allentown, Pennsylvania to 2270 S. 12th Holdings, L.L.C. Pursuant to 66 Pa.C.S. § 1102(a)(3) - Docket No. A-2018-3000351

Dear Secretary Chiavetta:

PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) filed the above-captioned Application on March 8, 2018. Since that time, the Company ascertained that the Application identified the buyer as “2270 S. 12th St. Holdings, L.L.C.” However, the buyer’s correct name is “2270 S. 12th Holdings, L.L.C.,” as set forth in the Agreement of Sale attached to the Application as Appendix A.

Further, both the Application and the Agreement of Sale stated that the address of the property subject to the transaction is “1237 Susqui Street, Allentown, PA.” The correct address, however, is “1237 Sesqui Street, Allentown, PA.”

Pursuant to discussions with the Pennsylvania Public Utility Commission’s staff, PPL Electric hereby submits a revised Agreement of Sale, which contains the correct address for the property to be transferred by the Company to 2270 S. 12th Holdings, L.L.C.

If you have any questions, please let me know.

Rosemary Chiavetta, Secretary
April 9, 2018
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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Devin Ryan', with a long horizontal flourish extending to the right.

Devin Ryan

DTR/jl
Enclosures

cc: Jeff McCracken (*Via E-Mail*)

AGREEMENT OF SALE

THIS AGREEMENT of SALE is made this 6th day of November, 2017 (the "Execution Date"), by and between PPL Electric Utilities Corporation, a Pennsylvania corporation having an address of 2 N.9th Street, Allentown, Lehigh County, Pennsylvania (hereinafter "Seller") and 2270 S 12th Holdings, LLC (hereinafter "Buyer").

RECITALS:

WHEREAS, Seller owns a parcel of land located in Allentown, Lehigh County, Pennsylvania, having an address of 1237 Sesqui Street, and being more fully described in the deed recorded in the Recorder of Deeds Office in and for Lehigh County as follows: Deed Book 1204, Page 281, and further identified as Tax PIN 640508559637 1 (the "Property"); and

WHEREAS, Buyer is desirous of purchasing the Property from Seller, and Seller is desirous of selling the Property to Buyer, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises, covenants and agreements hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the Property described in the above recitals.

2. The total purchase price for the Property Six Hundred Thirty Thousand (\$630,000.00) ("Purchase Price"), which shall be paid by the Buyer to the Seller as follows:

- a. \$63,000 deposit to be paid within five (5) days of the execution of this Agreement ("Deposit")
- b. Balance of Purchase Price to be paid at the time of Closing (hereinafter defined).

3. The Property is to be conveyed free and clear of all liens, encumbrances, and easements, except easements and restrictions of record or visible on the Property, and the title to the Property shall be good and marketable and such as will be insured by a reputable title insurance company at regular rates.

4. Buyer shall have ninety (90) days (the "Due Diligence Period") from the execution date of the Agreement of Sale to investigate and inspect the Property and to cause such studies, tests, investigations, including but not limited to surveys, environmental testing and the ability to obtain bank financing to be made which in the sole opinion of Buyer are necessary or advisable to determine whether the Buyer will proceed to Closing. In the event that Buyer determines in its sole discretion, during the Due Diligence Period to terminate this Agreement for any reason, Buyer shall, not later than the expiration of the Due Diligence Period, notify Seller, in writing, of such determination, whereupon this Agreement shall be at an end, without further rights or obligation in either party, except that Realtor for Seller holding the down

payment monies will return same to Buyer within 3 business days of receiving notification of the termination.

In connection with the above testing, it is understood and agreed that Buyer and Buyer's agents, representatives, engineers, contractors and subcontractors shall have the right from time to time from after the full execution of this Agreement to enter upon the Property for the purposes of inspection, survey, taking of measurements, marking of test borings, preparation of plans or other tests of surface and subsurface conditions or other environmental and other studies or appraisals, and generally for the ascertainment of the condition of the Property and the obtaining of such information and data as Buyer may deem necessary or advisable. If Buyer exercises its right of entry under the provisions of this paragraph, Buyer shall, (a) defend and save harmless Seller from, and indemnify Seller against, any liability or expense for injuries to or death of persons or damage to property arising from the exercise of rights hereunder by Buyer or its employees, agents or contractors. More specifically, Buyer shall indemnify, protect, defend and hold Seller harmless from any and all liens, losses, liabilities, claims, demands, damages, costs and expenses arising out of or relating to Buyer's exercising its rights hereunder; and (b) restore the Property substantially to its condition as existed immediately prior to the execution of this Agreement.

5. Closing shall be made on or before ninety (90) days from the expiration of the Due Diligence Period ("Closing").

6. Possession is to be given at the time of Closing by delivery of a special warranty deed conveying the Property.

7. Buyer has informed Seller that Buyer does not wish to purchase certain shelving units installed at the Property and Seller has agreed to remove the shelving units prior to Closing.

8. Taxes shall be apportioned pro rata for each parcel as of date of Closing, which apportionment shall be based upon the actual fiscal years of the taxing authorities for which the subject taxes are levied.

9. It is understood and agreed that all transfer taxes imposed by any governmental body shall be divided equally between by Buyer and Seller.

10. In the event the Seller is unable to give a good and marketable title and such as will be insured by any reputable title insurance company at regular rates as above set forth, Buyer shall have the option of taking such title as the Seller can give without abatement of price, or of being repaid any and all monies paid on account by Buyer; and in the latter event there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall become null and void. It is expressly understood and agreed between the Seller and Buyer herein that Seller shall have one (1) year from the date of Closing to deliver to Buyer a release or releases of the Property from any mortgage or mortgages of Seller to which it is subject. Buyer and Seller shall enter into a separate agreement obligating Seller to comply with this Paragraph 10, and indemnifying Buyer from any liability incurred from Seller's breach this Paragraph 10 and/or separate agreement. Notwithstanding anything to the contrary in this

paragraph, this Agreement will be contingent upon Fidelity National Title Insurance Corporation Underwriting Department agreeing that it will be able to issue a title policy without excepting to outstanding mortgages on the strength of an acceptable indemnity that all liens and mortgages will be released within one year of the settlement

11. Risk of loss shall remain on Seller until Closing hereunder to Buyer.
12. The parties hereby represent that they have not utilized the services of any broker in connection with the sale and purchase of the Property.
13. Seller agrees to execute and/or deliver to Buyer at Closing any and all affidavits and documentation required by Buyer's title insurance company or required by law.
14. Deed preparation and acknowledgement are to be paid by Seller.
15. Closing shall be held at the offices of Kolb, Vasiliadis & Florenz, LLC Bethlehem, Pennsylvania.
16. Buyer may assign its rights and obligations under this Agreement to another party, including but not limited to an affiliated entity, without obtaining the consent of Seller, so long as the assignee accepts all terms and conditions set forth herein.
17. The Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns.
18. Seller's obligation to perform under this Agreement and proceed to Closing is conditioned on Seller receiving a Certificate of Public Convenience ("Certificate") from the Pennsylvania Public Utility Commission ("PUC"). If Seller does not obtain the Certificate from the PUC prior to Closing, Seller has the right upon written notice to terminate this Agreement, and this Agreement shall immediately become null and void and the parties shall be relieved of all obligations hereunder with the Deposit being returned to Buyer. It is a condition of closing that at the time of the settlement Seller will have the appropriate Certificate of Public Convenience from the PA PUC. Should Seller be unable to obtain the Certificate of Public Convenience by the date of Closing this Agreement shall be at an end, without further rights or obligation in either party, except that Realtor for Seller holding the down payment monies will return same to Buyer within 3 business days of receiving notification of the termination.

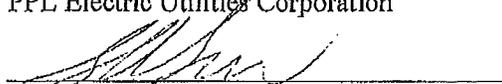
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hand and seals to the day and year first above written.

WITNESS:

SELLER:



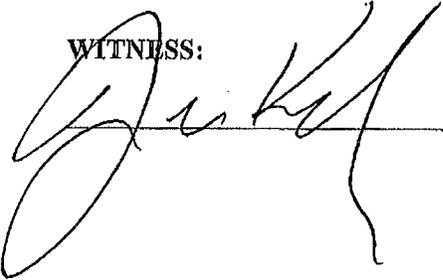
PPL Electric Utilities Corporation



Shawn A. Cappellano-Sarver

Director – Facilities Operations for PPL EU Services Corporation and Authorized Agent for PPL Electric Utilities Corporation

WITNESS:

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of the witness.

BUYER:

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of the buyer.

Name: *MO ELBANNA*
Title: *CEO*

VERIFICATION

I, THOMAS MARTINO, Jr., being the Supervisor- Real Estate Asset Management at PPL Electric Utilities Corporation, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect PPL Electric Utilities Corporation to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 4/9/18