

Michael J. Shafer
Senior Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.2599 Fax 610.774.4102
MJShafer@pplweb.com



FEDERAL EXPRESS

June 16, 2021

DATE OF DEPOSIT

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

JUN 16 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Application of PPL Electric Utilities Corporation For Approval of the
Transfer by Sale of Real Property and Facilities Located at
178 Industrial Road, Frackville, West Mahanoy Township
Schuylkill County, Pennsylvania
Docket No.**

Dear Ms. Chiavetta:

Enclosed for filing, pursuant to 66 Pa. C.S. § 1102, is an original of the Application of PPL Electric Utilities Corporation for Approval of the Transfer by Sale of Real Property and Facilities Located at 178 Industrial Road, Frackville, West Mahanoy Township. The facilities are located in Schuylkill County, Pennsylvania.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is deemed filed on June 16, 2021, which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

I have enclosed a check for \$350.00 to cover the filing fee.

Respectfully submitted,


Michael J. Shafer

Enclosures

cc: Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE OF DEPOSIT

JUN 16 2021

In re: Application of PPL Electric :
Utilities Corporation for Approval of the :
Transfer by Sale of Real Property and :
Facilities Located at 178 Industrial :
Road, Frackville, West Mahanoy :
Township, Schuylkill County, :
Pennsylvania to Praveen Patel and :
Karan Patel, Pursuant to 66 Pa.C.S. § :
1102(a)(3) :

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Application
Docket No. _____

APPLICATION OF
PPL ELECTRIC UTILITIES CORPORATION

By this Application, PPL Electric Utilities Corporation ("PPL Electric" or the "Company") hereby requests all necessary authority, approvals, and certificates of public convenience from the Pennsylvania Public Utility Commission ("Commission") pursuant to 66 Pa. C.S. § 1102(a)(3), authorizing the transfer by sale of real property and facilities located at 178 Industrial Road, Frackville, West Mahanoy Township, Schuylkill County, Pennsylvania to Praveen Patel and Karan Patel (together, "Buyer") pursuant to the Agreement of Sale ("Agreement"). A copy of the Agreement is attached hereto as **Appendix A**.

I. INTRODUCTION

1. PPL Electric is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania. PPL Electric is a wholly owned direct subsidiary of PPL Corporation.

2. PPL Electric furnishes electric distribution, transmission and default supply services to approximately 1.4 million customers throughout its certificated service territory,

which includes all or portions of 29 counties and encompasses approximately 10,000 square miles in eastern and central Pennsylvania.

3. PPL Electric is a "public utility," an "electric distribution company" and a "default service provider" as defined in Sections 102 and 2803 of the Public Utility Code, 66 Pa.C.S. §§ 102, 2803.

4. The complete name and address of the Applicant is as follows:

PPL Electric Utilities Corporation
Two North Ninth Street
Allentown, PA 18101

5. The attorneys for PPL Electric are:

Kimberly A. Klock (ID #89716)
Michael J. Shafer (ID #205681)
PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, Pennsylvania 18101
Phone: 610-774-5696
Phone: 610-774-2599
Fax: 610-774-4102
E-mail: kklock@pplweb.com
E-mail: mishafer@pplweb.com

The Company's attorneys are authorized to receive all notices and communications regarding this Application.

6. Buyer, Praveen Patel and Karan Patel, are adult individuals having an address of 403 Derby Way, Wilmington, Delaware 19810-2265.

7. Buyer is not affiliated with PPL Electric.

8. Effective March 1, 2021, PPL Electric and Buyer executed the Agreement, under which Buyer would purchase the real property and facilities located at 178 Industrial Road, Frackville, West Mahanoy Township, Schuylkill County, Pennsylvania from the Company.

9. Closing on the transaction is set to occur as soon as reasonably possible.

10. Because the Agreement involves the transfer of tangible property that is used or useful in the public service, Commission approval of the Agreement is required pursuant to 66 Pa. C.S. § 1102(a)(3).¹

II. APPLICATION TO SELL REAL PROPERTY AND FACILITIES

11. Under the Agreement, Buyer has agreed to purchase all of PPL Electric's rights, title and interest in the real property and facilities located at 178 Industrial Road.²

12. PPL Electric originally purchased the property located at 178 Industrial Road in October 1973.³

13. PPL Electric's sole use of 178 Industrial Road was as an office building for the Schuylkill area.

14. As detailed in the Agreement, Buyer has agreed to purchase PPL Electric's real property and facilities located at 178 Industrial Road for \$305,000.00. See Appendix A ¶ 2. This sales price was the result of arms-length negotiations, and independent real estate appraisals were conducted during the negotiation process.

15. The real property's book value and the facilities' original cost, original depreciated cost, present day cost, and present day depreciated cost are as follows:

¹ Section 1102(a)(3) provides, in pertinent part, that the Commission's prior approval, evidenced by a certificate of public convenience, is required:

For any public utility or an affiliated interest of a public utility ... to acquire from, or to transfer to, any person or corporation ... by any method or devise whatsoever, including the sale or transfer of stock and including a consolidation, merger, sale or lease the title to, or the possession or use of, any tangible or intangible property used or useful in the public service.

² A legal description of the property to be transferred is set forth in the Agreement. See Appendix, p. 1.

³ The property to be transferred has been included in PPL Electric's most recently filed rate case at Docket No. R-2015-2469275 and in prior rate cases.

	<u>Other Facilities</u>	<u>Transformers</u>	<u>Total</u>
Original Cost Undepreciated	\$1,047,867.99	0	\$1,047,867.99
Original Cost Depreciated	\$386,038.64	0	\$386,038.64
Present Day Cost Undepreciated	\$2,895,546.30	0	\$2,895,546.30
Present Day Cost Depreciated	\$923,531.68	0	\$923,531.68

16. PPL Electric will realize a net profit of \$283,650.00 from the sale.⁴ The ratemaking treatment of the sale will be determined in a future base rate proceeding.

17. Tentative journal entries include:

	Account	Description	Amount
<i>Retire Service Center (building)</i>			
Debit	108	Accumulated depreciation	\$1,028,856.29
Credit	101	PPE at original cost	\$(1,028,856.29)
<i>Record portion of proceeds related to building</i>			
Debit	131	Cash	\$115,900.00
Credit	108	Accumulated depreciation	\$(115,900.00)
<i>Record estimated costs to sell building</i>			
Debit	108	Accumulated depreciation	\$13,237.00
Credit	131	Cash	\$(13,237.00)
<i>Record sale of land, including gain</i>			

⁴ In calculating the net profit from the sale of the real property, the Company considered the following factors: (1) date and cost of acquisition; (2) cost of improvements; (3) allowance for depreciation; (4) brokerage fees and commissions; (5) tax consequences of the sale; (6) recording fees, transfer taxes, and similar expenses incidental to conveying such property; (7) penalty costs and other charges for prepayment of an pre-existing recorded mortgage encumbering such property; and (8) net damages or benefits accruing to the remaining PPL Electric property.

Debit	131	Cash	\$189,100.00
Credit	101	PPE at original cost	\$(19,011.70)
Credit	421.1	Gain on disposition of property	\$(170,088.30)
Record estimated costs to sell land			
Debit	421.1	Gain on disposition of property	\$8,113.00
Credit	131	Cash	\$(8,113.00)

18. The property is not the subject of any state or federal proceedings.

19. The Commission should approve the sale of real property and facilities to Buyer pursuant to Section 1102(a)(3) of the Public Utility Code because the transaction is reasonable and in the public interest⁵ for several reasons.

20. The transfer of this property will significantly benefit the local community because Buyer's plans for the property will result in additional jobs, increasing the local tax base.

21. The sale will also relieve the Company of the costs of owning and maintaining the parcel and building located at the address. The reduced maintenance costs will benefit the Company and its customers.

22. Further, the sale is projected to have no negative impact on operations. The sale involves a minor portion of PPL Electric's assets and will not: (1) result in any interruption or curtailment of existing services; (2) cause a staff reduction or a termination of any PPL Electric operations; (3) result in the relocation of any PPL Electric offices; (4) require the Company to acquire replacement property; or (5) affect PPL Electric's short or long-range plans for expanding or upgrading any services now offered to the public.

⁵ Section 1103 of the Public Utility Code sets forth the procedure to obtain certificates of public convenience. The Commission may issue a certificate of public convenience upon a finding that "the granting of such certificate is necessary or proper for the service, accommodation, convenience, or safety of the public." 66 Pa.C.S. § 1103(a). The "public interest" standard is satisfied by a simple preponderance of the evidence of benefits, and such burden can be met by showing a likelihood or probability of public benefits that need not be quantified or guaranteed. *Popowsky v. Pa. Pub. Util. Comm'n*, 594 Pa. 583, 611, 937 A.2d 1040, 1057 (2007).

23. Moreover, PPL Electric's engineering and operating representative have reviewed the proposed sale of facilities and its relation to PPL Electric's operations. PPL Electric is satisfied as to the adequacy, continuity, safety of service, and other relevant factors regarding electrical supply to the property located at 178 Industrial Road.

24. Based on the foregoing, approval of this application is necessary or proper for the service, accommodation, convenience, or safety of the public because it: (1) will reduce PPL Electric's maintenance expenditures; (2) will not negatively affect PPL Electric's operations; and (3) will provide substantial benefits to the local community in the form of additional jobs and an increased property tax base.

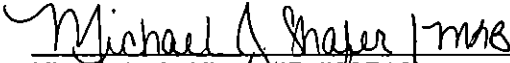
25. Finally, as mentioned previously, the parties are scheduled to close on the transaction as soon as reasonably possible. Commission approval of the Agreement is required as a condition of closing or the Buyer has the option to terminate. See Appendix A.

26. Therefore, PPL Electric respectfully requests that the Commission review and approve the Application within sixty (60) days) of the filing date.

WHEREFORE, in view of the foregoing, PPL Electric respectfully requests that the Pennsylvania Public Utility Commission approve the above-captioned application for transfer of facilities by sale.

Respectfully submitted,

Dated: June 16, 2021



Kimberly A. Klock (ID #89716)
Michael J. Shafer (ID #205681)
PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, Pennsylvania 18101
Phone: 610-774-5696
Phone: 610-774-2599
Fax: 610-774-4102
E-mail: kklock@pplweb.com
E-mail: mjshafer@pplweb.com
Attorney for PPL Electric Utilities Corporation

APPENDIX A

DATE OF DEPOSIT

JUN 16 2021

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE (“Agreement”) is made this 1st day of March, 2021 (the “Effective Date”), between **PPL Electric Utilities Corporation, successor in interest to Pennsylvania Power & Light Co.,** a Pennsylvania corporation, having an address of 2 N. 9th Street, Allentown, Pennsylvania 18101 (“**Seller**”) and **Praveen Patel and Karan Patel,** adult individuals, having an address of 403 Derby Way, Wilmington, Delaware 19810-2265 (together, “**Buyer**”).

In consideration of the mutual promises, covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. **SALE AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, that certain tract or piece of land consisting of approximately 15.73 acres, located at 178 Industrial Road, Frackville, West Mahanoy Township, Schuylkill County, Pennsylvania, having Tax Parcel I.D. No. 36-06-0006.002 and as more fully described in Seller’s vesting deed recorded with the Office of the Recorder of Deeds for Schuylkill County, Pennsylvania at Deed Book Volume 1182, Page 0367, and in the legal description attached hereto as Exhibit “A”, together with all right, title and interest of Seller in and to any land lying in the bed of any highway, street or road (opened or proposed) adjoining such tract or piece of land and any easements and appurtenances pertaining thereto and all the buildings and other improvements situated thereon, including all fixtures attached or appurtenant thereto (the “**Property**”).

2. PURCHASE PRICE.

(a) The purchase price for the Property shall be Three Hundred and Five Thousand Dollars (\$305,000.00) (the “**Purchase Price**”), payable as follows:

(i) Twenty-Five Thousand Dollars (\$25,000.00) (such sum, together with all interest earned thereon, the “**Deposit**”) by wire transfer or check payable to NAI Summit (“**Escrow Agent**”), which Buyer shall deliver to Escrow Agent at the time of Buyer’s execution of this Agreement. The Deposit shall be held in an interest bearing, federally insured account by Escrow Agent in accordance with this Agreement pending consummation of this transaction. At the completion of Settlement (as defined below), the Deposit, less any accrued interest, shall be paid to Seller on account of the Purchase Price. Any interest earned on the Deposit shall be paid to Buyer unless Seller shall be entitled to the Deposit by reason of a default by Buyer, in which case such interest shall be paid to Seller.

(ii) The balance of the Purchase Price shall be paid to Seller at Settlement in cash by wire transfer of immediately available federal funds.

(b) If there is a dispute between Seller and Buyer regarding whether the Deposit shall be returned to Buyer or delivered to Seller, Escrow Agent shall have no obligation to either Seller or Buyer except to interplead the escrowed Deposit into an appropriate court of competent jurisdiction. Escrow Agent may act upon any instrument or other writing believed by Escrow Agent in good faith to be genuine and to be signed and presented by the proper person. Escrow Agent shall not be liable in connection with the performance by Escrow Agent of its duties hereunder, except for Escrow Agent’s own fraudulent misconduct or gross negligence. Escrow Agent shall be under no obligation to institute or defend any action, suit or legal proceeding in connection herewith or to take any other action likely to involve Escrow Agent in expense (except

to interplead the Deposit as aforesaid) unless first indemnified to its reasonable satisfaction by Seller and Buyer. Buyer acknowledges that Escrow Agent is legal counsel to Seller and that, upon interpleading the Escrow proceeds as set forth herein, Escrow Agent may continue to represent Seller in any dispute arising out of this Agreement.

3. SETTLEMENT. Settlement shall be held within thirty (30) days following expiration of the Due Diligence Period (as hereinafter defined), subject to satisfaction of all contingencies, or on such earlier date as Buyer and Seller may mutually agree, at the offices of Fitzpatrick Lentz & Bubba, P.C., Two City Center, 645 West Hamilton Street, Suite 800, Allentown, PA 18101 (“**Settlement**”).

4. CONDITION OF TITLE.

(a) Title to the Property shall be good and marketable and free and clear of all mortgages, liens and encumbrances, excepting only matters appearing of public record on the Effective Date, subject to subparagraph 4(b) below. Notwithstanding the foregoing, Seller shall be required to dispose of all Seller mortgages, judgments, encumbrances, and other monetary liens on the Premises for an amount not in excess of the Purchase Price.

(b) Buyer will order a title search to be performed with regard to the Property, and, at Buyer’s election, an ALTA survey, and will cause a title insurance commitment to be issued with regard to the Property, at Buyer’s expense. On or before thirty (30) days after the Effective Date (the “**Title Objection Date**”), Buyer will give notice to Seller of the existence of any title defect, lien or encumbrance which Buyer finds unacceptable (“**Title Objections**”), together with a complete copy of the title commitment and ALTA survey, if any, relating to the Property, including a copy of all plans and documents referred to therein. If, by the Title Objection Date, Buyer does not give written notice to Seller of any Title Objections, Buyer agrees to accept title to the Property

at the time of Settlement subject to all matters of public record on the Effective Date. If, by the Title Objection Date, Buyer gives notice to Seller of any Title Objections, Seller shall, within ten (10) days after receiving such notice, give notice to Buyer that Seller will or will not attempt to cure such Title Objections. If Seller elects not to attempt to cure the Title Objections, Buyer shall be entitled, by giving notice to Seller within five (5) days after receiving such notice from Seller, to terminate this Agreement and have the Deposit returned to it. If Seller elects to attempt to cure the Title Objections, but at the time of Settlement the Title Objections have not been cured, Buyer's sole option shall be either to (i) terminate this Agreement and receive back the Deposit at which time this Agreement thereupon shall become void and there shall be no further obligation or liability on either party hereto, except as otherwise specifically provided herein, or (ii) complete Settlement and accept title to the Property subject to the uncured Title Objections, without an abatement of the Purchase Price.

5. REPRESENTATIONS AND WARRANTIES.

(a) Seller, to induce Buyer to enter into this Agreement and to complete the purchase of the Property hereunder, represents, warrants and covenants to Buyer as follows:

(i) The Property is served by public water, sewer, and electric.

(ii) Seller has no knowledge of any management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreements or agreements with municipalities (including improvement or development escrows or bonds) with respect to or affecting the Property which will burden the Property or Buyer after Settlement.

(iii) There are no existing leases, whether oral or written, affecting the Property.

(iv) Seller is a duly formed and a validly existing corporation and has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated.

(v) Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(vi) There are no proceedings pending or, to the best of Seller's knowledge, threatened by or against Seller in bankruptcy, insolvency or reorganization in any state or federal court.

(b) Buyer, to induce Seller to enter into this Agreement and to complete the sale of the Property hereunder, represents, warrants and covenants to Seller as follows:

(i) Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by Buyer, nor the consummation of the purchase, constitutes or will constitute a violation or breach of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

(ii) There are no proceedings pending or, to the best of Buyer's knowledge, threatened, by or against Buyer in bankruptcy, insolvency or reorganization in any state or federal court.

(iii) Buyer is over 18 years of age, under no legal disability and has duly executed and delivered this Agreement. This Agreement constitutes the valid, legal and binding obligation of Buyer, enforceable in accordance with its terms.

(iv) At Settlement, Seller shall assign to Buyer, and Buyer shall assume, all of Seller's right, title and interest in and to all permits, licenses, plans, authorizations and approvals relating to the ownership, occupancy or operation of the Property. Buyer shall take all such action as may be required to (y) obtain all necessary municipal, authority or agency consents necessary for the assignment and assumption, and (z) satisfy any conditions thereof, including without limitation posting all necessary financial security required by any municipality, authority or governmental agency in connection with the Property. Buyer shall indemnify, defend and hold Seller harmless from and against any and all liability and costs in connection therewith.

(v) Seller and Buyer shall execute and deliver at Settlement an Assignment and Assumption instrument in substantially the form of Exhibit "B" attached hereto.

(vi) The Property is or may become subject to an NPDES permit held by Seller. Buyer acknowledges and agrees that Buyer shall promptly and diligently take all necessary action to become the Transferee of the NPDES permit with respect to the Property and, upon such transfer, Seller shall have no further liability or obligation thereunder or in connection therewith. Buyer shall indemnify, defend and hold Seller harmless from and against any and all liability in connection with the transferred NPDES permit. Buyer is referred to the office of the Schuylkill County Conservation District for information pertaining to the NPDES permit. Should Buyer require a new NPDES permit for Buyer's development of the Property, Buyer is solely responsible for obtaining such new permit at Buyer's sole cost and expense.

(vii) Each of the representations and warranties of Buyer set forth above shall be deemed remade by Buyer as of Settlement and shall survive Settlement.

6. CONDITIONS OF BUYER'S OBLIGATIONS. The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction at Settlement of each of the following conditions (any one of which may be waived in whole or in part by Buyer at or prior to Settlement):

(a) All of the representations and warranties by Seller set forth in this Agreement shall be true and correct at and as of Settlement in all material respects as though such representations and warranties were made at and as of Settlement, except for changes therein consented to by Buyer or deemed consented to by Buyer under the terms of this Agreement. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed on its part prior to or as of Settlement.

(b) Buyer shall have a period from the Effective Date through the date which is sixty (60) days thereafter (the "**Due Diligence Period**") to conduct due diligence investigations of the Property. Buyer has the option to extend the Due Diligence Period for up to two additional thirty (30) day periods by providing written notice to Seller prior to the expiration of the Due Diligence Period. If Buyer discovers material defects with respect to the Property or its environmental condition and notifies Seller by 5:00 p.m. on the last day of the Due Diligence Period of its election to terminate this Agreement, the Deposit shall be returned to Buyer, this Agreement thereupon shall become void and there shall be no further obligation or liability on either party hereto, except as otherwise specifically provided herein, and Buyer shall promptly return to Seller, without retaining any copies thereof, all copies of materials provided to Buyer by Seller or its agents and shall deliver to Seller copies of all information, studies and reports obtained by Buyer as part of its due diligence review of the Property (collectively, "**Buyer's Materials**"). Buyer's failure to deliver written notice to Seller of its election to terminate this Agreement prior to

5:00 p.m. on the last day of the Due Diligence Period shall obligate Buyer to complete Settlement under this Agreement.

At reasonable times during the Due Diligence Period, following reasonable notice, Buyer, its accountants, architects, attorneys, engineers, contractors and other representatives shall be afforded reasonable access to the Property to inspect, measure, appraise, test and make surveys of the Property; provided, however, that Buyer shall be obligated to obtain Seller's prior approval for the performance of any invasive or intrusive environmental testing. Buyer shall not interfere unreasonably with the operation of the Property and shall coordinate all of Buyer's activities under this Section with Seller to minimize possible interference with the Property or its operation. Buyer shall restore any area on the Property disturbed in the course of Buyer's testing to the conditions existing prior to any tests conducted by Buyer. Prior to making any entry upon the Property, Buyer shall deliver to Seller an insurance certificate naming Seller as the certificate holder, evidencing a minimum of \$1,000,000.00 of comprehensive general liability insurance per individual occurrence and \$2,000,000.00 aggregate coverage and naming Seller as additional insured thereunder. Such certificate shall state that the insurance coverage may not be canceled or modified except upon thirty (30) days' prior written notice to Seller. Buyer agrees to indemnify, defend, and hold Seller harmless from and against any claim made against Seller as a result of any entry upon the Property and any activities conducted thereon by Buyer or on behalf of Buyer. The foregoing indemnification obligation of Buyer shall survive Settlement and shall survive any termination of this Agreement.

(c) Buyer shall keep confidential Buyer's Materials.

(d) Buyer shall have a period from the Effective Date through April 20, 2021 (the "**Financing Period**") to obtain a commitment for acquisition financing in the form of a

mortgage loan in an amount not to exceed One Hundred and Eighty Thousand Dollars (\$180,000.00) at then-prevailing commercial rates and terms. If Buyer is unable to obtain such financing commitment and notifies Seller by 5:00 p.m. on the last day of the Financing Period of its election to terminate this Agreement, the Deposit shall be returned to Buyer, this Agreement thereupon shall become void and there shall be no further obligation or liability on either party hereto, except as otherwise specifically provided herein, and Buyer shall promptly return to Seller, without retaining any copies thereof, all copies of materials provided to Buyer by Seller or its agents and shall deliver to Seller copies of all Buyer's Materials. In the event Buyer fails to timely notify Seller as provided herein, this financing contingency shall be conclusively presumed to be satisfied, and Buyer shall have no further right to terminate this Agreement pursuant to this Section.

7. SELLER'S SETTLEMENT DELIVERIES. At Settlement, Seller shall deliver to Buyer duly executed originals of the following:

(a) A special warranty deed to the Property duly executed and acknowledged by Seller and in proper form for recording (the "Deed");

(b) A Nonforeign Person Certification as required under Section 1445 of the Internal Revenue Code;

(c) All keys and combinations to locks at the Property, to the extent in Seller's possession; and

(d) An owner's affidavit as to mechanics' liens and possession in customary form reasonably acceptable to Seller and Buyer's title insurer.

8. POSSESSION. Possession of the Property shall be given to Buyer at Settlement by delivery of the Deed, free of any leases and free of other claims to or rights of possession except those of public record. The Deed shall be prepared by Seller at Seller's expense.

9. APPORTIONMENTS; CREDITS; TAXES.

(a) Real estate taxes, all utilities, operating expenses and other apportionable income and expenses paid or payable by Seller shall be apportioned pro rata on a per diem basis as of Settlement. Taxes shall be apportioned based on the fiscal year of the taxing authority. Seller shall cause any and all public utilities serving the Property to issue final bills to Seller on the basis of readings made as of Settlement and all such bills shall be paid by Seller. The provisions hereof shall survive Settlement under this Agreement.

(b) All realty transfer taxes imposed on or in connection with this transaction shall be shared equally by Seller and Buyer.

10. CONDEMNATION. If, prior to Settlement, the Property or any material portion thereof is taken by proceedings in condemnation, Buyer shall have the option of terminating this Agreement or proceeding hereunder. In the event Buyer elects to proceed under this Agreement, there shall be no abatement of the Purchase Price.

11. DEFAULT BY BUYER. Should Buyer fail to perform any of the terms or conditions of this Agreement, Seller, as its sole remedy, shall be entitled to receive and retain the Deposit as liquidated damages.

12. DEFAULT BY SELLER. Should Seller fail to perform any of the terms or conditions of this Agreement, Buyer shall, as its sole and exclusive remedy, and as liquidated damages and not a penalty, elect to either: (i) terminate this Agreement and receive and retain the Deposit and interest as liquidated damages; or (ii) bring an action in equity for specific performance of this Agreement provided however that any such action must be brought within thirty (30) days of any such default hereunder.

13. RISK OF LOSS. Seller shall bear the risk of all loss or damage to the Property from all causes except acts of Buyer until Settlement. If at any time prior to Settlement any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall give notice thereof to Buyer, but such damage or destruction shall not affect the obligations of the parties under this Agreement or delay Settlement. In the event of such damage or destruction, then, at Settlement, all unpaid claims and rights in connection with any such losses shall be assigned to Buyer and the Purchase Price shall not be affected.

14. BROKERAGE. Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that each dealt with no broker, agent, finder or other intermediary in connection with this sale and purchase other than as stated in this paragraph. Buyer's broker is Ronnie H. Terrell of Berkshire Hathaway HomeServices Fox & Roach-Chadds Ford ("**Buyer's Broker**") and Seller's broker is Sarah Finney-Miller of NAI Summit ("**Seller's Broker**"). Buyer's Broker and Seller's Broker shall split evenly a commission consisting of six percent (6.0%) of the Purchase Price (the "**Commission**"). Seller shall be solely responsible at Settlement for the payment of the Commission, if and when Settlement takes place. Buyer agrees to indemnify, defend and hold Seller harmless from and against any Broker's claim arising from any breach by Buyer of Buyer's representation and warranty in this paragraph. Seller agrees to indemnify, defend and hold Buyer harmless from and against any Broker's claim arising from any breach by Seller of Seller's representation and warranty in this paragraph. The foregoing indemnification obligations of Seller and Buyer shall survive Settlement.

15. OPERATION OF THE PROPERTY PRIOR TO SETTLEMENT. Prior to Settlement, the Property shall be operated, managed and maintained in its present condition, reasonable wear and tear excepted.

16. CERTIFICATE OF PUBLIC CONVENIENCE. Seller's obligation to perform under this Agreement and proceed to Settlement 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 Settlement, 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.

17. SELLER NOT LIABLE TO BUYER AFTER SETTLEMENT. All warranties, guarantees, representations of Seller concerning the Property, the systems servicing the Property, the appliances, and any other matter affecting this Agreement, unless otherwise set forth herein in writing, shall be void after Settlement or delivery and acceptance of possession or occupancy, whichever is earlier.

18. NOTICE. All notices, requests and other communications under this Agreement shall be in writing and shall be delivered (i) in person, (ii) by registered or certified mail, return receipt requested, (iii) by recognized overnight delivery service (such as Federal Express), or (iv) by facsimile, provided a copy is sent concurrently by one of the methods described in (i), (ii) or (iii) above, addressed as follows or at such other address of which Seller or Buyer shall have given notice as herein provided:

If intended for Seller:
PPL Electric Utilities Company
2 N. 9th Street
Allentown, PA 18101
Attn: Supervisor – Real Estate
Fax: _____

with a copy to:
Fitzpatrick Lentz & Bubba, P.C.
Two City Center
645 West Hamilton Street
Suite 800
Allentown, PA 18101
Attn: Abigail M. Martin, Esq.
Fax: (610) 797-6663
Email: amartin@flblaw.com

If intended for Buyer:
Praveen Patel and Karan Patel
403 Derby Way
Wilmington, DE 19810-2265
Fax: _____

with a copy to:
Rubright Domalakes Troy
POB 9 Law Building
Frackville PA 17931
Attn: Paul G. Domalakes, Esq.
Email: paulgd@rdtmlaw.com

Fax: _____

Any notice shall be deemed to have been given: three (3) days after its mail by certified or registered mail; one (1) day after it is delivered to a nationally recognized reliable overnight delivery service; on the same date it is delivered, if delivered to the recipient by hand; or the same day it is sent if sent by fax or email. Notices by the parties may be given on their behalf by their respective attorneys.

19. NON-DISCLOSURE. Neither party shall make public disclosure with respect to this transaction before the Settlement except to such attorneys, accountants, present or prospective sources of financing, partners, directors, officers, employees and representatives of either party or of such party's advisors who need to know such information for the purpose of evaluating and consummating the transaction contemplated by this Agreement, including the financing of the transaction.

20. NON-RECORDATION. Neither this Agreement nor any Memorandum hereof shall be recorded.

21. "AS IS" SALE AND RELEASE. Buyer hereby represents and warrants to Seller that, except as otherwise expressly set forth in this Agreement, Buyer has not entered into this Agreement based upon any representation, warranty, statement or expression of opinion by Seller or any person or entity acting or allegedly acting for or on behalf of Seller with respect to Seller, the Property or the condition of the Property. Buyer acknowledges and agrees that, except for the specific covenants, representations and warranties of Seller expressly contained in this Agreement, the Property shall be sold and conveyed (and accepted by Buyer at Settlement) AS IS, WHERE IS, WITH ALL DEFECTS AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. The provisions of this Section shall survive Settlement and the delivery of the Deed or any expiration or termination of this Agreement without limitation as to time.

22. MISCELLANEOUS.

(a) All times specified in this Agreement shall be of the essence of this Agreement. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday on which financial institutions or post offices are generally closed in the state in which the Property is located.

(b) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(c) Formal tender of an executed deed and purchase money is hereby waived.

(d) Buyer shall have no right to assign this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld. In the event of a permitted assignment, Buyer shall be responsible for any and all realty transfer taxes imposed on the assignment and shall indemnify and hold Seller harmless regarding any such taxes.

(e) This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

(f) This Agreement, including the exhibits attached hereto, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations, understanding and arrangements. This Agreement may not be modified except by a writing executed by all parties hereto.

(g) This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws doctrine of such state. The parties agree that jurisdiction and venue for any dispute arising out of this Agreement shall be exclusively in the Court of Common Pleas of Schuylkill County.

(h) Both parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.

(i) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed, under seal, as of the day and year first written above, each by its duly authorized representative.

WITNESS/ATTEST:

SELLER:

PPL Electric Utilities Corporation

Shawn Cappellano-Sarver
By: Shawn Cappellano-Sarver (Mar 4, 2021 10:54 EST)

Name: _____
Title: Director, Facilities Operations

Date: 03/04/2021, 2021

BUYER:

WITNESS:

DocuSigned by:
Praveen Patel
0EA2A54EA7F748F...

Praveen Patel

Date: 03/01/21 | 5:28 PM PST, 2021

WITNESS:

DocuSigned by:
Karan Patel
2D51F2B33371438...

Karan Patel

Date: 03/01/21 | 12:51 PM EST, 2021

EXHIBIT "A"

LEGAL DESCRIPTION

[SELLER TO PROVIDE]

DATE OF DEPOSIT

JUN 16 2021

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

DATE OF DEPOSIT

JUN 16 2021

EXHIBIT "B"

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT (the "Assignment") is made as of the _____ day of _____, 2021, PPL Electric Utilities Corporation, successor in interest to Pennsylvania Power & Light Co., a Pennsylvania corporation ("Assignor") to and for the benefit of Praveen Patel and Karan Patel, adult individuals, ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee entered into a certain Agreement for the Sale of Real Estate dated _____ (the "Agreement"), wherein Assignor agreed to sell, and Assignee agreed to purchase, certain real estate situated in Schuylkill County, Pennsylvania, as more fully described in the Agreement (the "Property"); and

WHEREAS, pursuant to the Agreement, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to any and all permits, licenses, plans, authorizations and approvals relating to the ownership, operation or occupancy of the Property.

NOW, THEREFORE, intending to be legally bound hereby, Assignor agrees as follows:

1. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in, to and under all permits, licenses, plans, authorizations and approvals relating to the ownership, operation or occupancy of the Property (collectively, the "Approvals"). Assignee shall take such actions as may be required to satisfy any conditions of Assignor's assignment of the Approvals herein.

2. Assignee hereby assumes all obligations with respect to the Approvals and shall indemnify, defend and hold Assignor harmless from any and all liability and costs in connection therewith.

3. Assignee shall post all necessary financial security for the completion of all improvements on the Property with the Township, any municipal authority or other governmental agencies having jurisdiction with respect to the Property. Assignor and Assignee shall each be responsible for their respective costs and payments as hereinafter set forth:

4. This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

5. This Agreement, its construction, validity and effect, its interpretation, performance and enforcement, and the remedies therefor, shall be governed and construed by and

in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws doctrine.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

WITNESS/ATTEST:

ASSIGNOR:

PPL Electric Utilities Corporation

By: _____

Name: _____

Title: _____

WITNESS:

ASSIGNEE:

Praveen Patel

Karan Patel

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).

VIA FEDERAL EXPRESS

Darryl Lawrence, Esquire
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

Rick Kanaskie, Esquire
Director
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street, 2nd Floor West
PO Box 3265
Harrisburg, PA 17105-3265

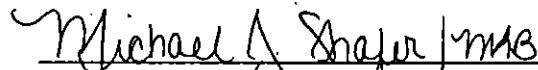
Steven Gray
Pennsylvania Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

DATE OF DEPOSIT.

JUN 16 2021

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Date: June 16, 2021



Michael J. Shafer (ID#205681)
PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, Pennsylvania 18101
(610) 774-2599
mjshafer@pplweb.com

ORIGIN ID: ABEA (610) 774-6068
DONNA BARRY

2 N. 9TH ST.

ALLENTOWN, PA 18101
UNITED STATES US

SHIP DATE: 16JUN21
ACTWGT: 1.00 LB
CAD: 253128937/NET4340

BILL SENDER

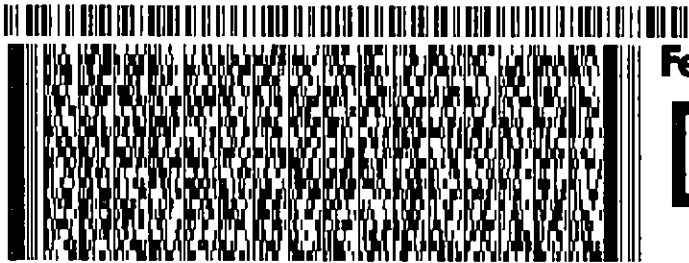
TO ROSEMARY CHIAVETTA, SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISS
COMMOMWEALTH KEYSTONE BLDG
400 NORTH ST
HARRISBURG PA 17120

56D.036387/FE4A

(717) 772-7777
INV:
PO:

REF: 0205

DEPT: 734617-811



THU - 17 JUN 10:30A
PRIORITY OVERNIGHT

TRK# 7740 1586 3700
0201

EN MDTA

17120
PA-US MDT



RECEIVED

JUN 24 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.