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File #: 140056

April 3, 2024

***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 of the Transfer by Sale of Real Property and Facilities Located at 26-44 N. 9th Street, Allentown, PA 18101 and 901-909 W. Hamilton Street, Allentown, PA 18101 to DDCAP Allentown, LLC Pursuant to 66 Pa.C.S. § 1102(a)(3)  
Docket No. A-2024-**

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Dear Secretary Chiavetta:

Enclosed for filing is the above-captioned Application of PPL Electric Utilities Corporation (“PPL Electric” or the “Company”). The associated \$350.00 filing fee has been paid by Post & Schell, P.C. at the time of filing.

Copies are being provided as indicated on the Certificate of Service.

Respectfully submitted,



Devin Ryan

DR/dmc  
Enclosures

cc: Certificate of Service

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of this filing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

### **VIA EMAIL AND FIRST-CLASS MAIL**

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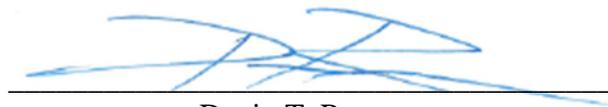
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### **VIA FIRST-CLASS MAIL ONLY**

County of Lehigh  
17 South 7th Street  
Allentown, PA 18101

City of Allentown  
435 Hamilton Street  
Allentown, PA 18101

Date: April 3, 2024



Devin T. Ryan

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of PPL Electric Utilities :  
Corporation for Approval of the Transfer :  
by Sale of Real Property and Facilities :  
Located at 26-44 N. 9<sup>th</sup> Street, Allentown, : Docket No. A-2024-\_\_\_\_\_  
PA 18101 and 901-909 W. Hamilton :  
Street, Allentown, PA 18101 to DDCAP :  
Allentown, LLC Pursuant to 66 Pa.C.S. :  
§ 1102(a)(3) :

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**APPLICATION OF  
PPL ELECTRIC UTILITIES CORPORATION**

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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”) authorizing the transfer by sale of real property and facilities located at 26-44 N. 9<sup>th</sup> Street, Allentown, PA 18101 (“North Building”) and 901-909 W. Hamilton Street, Allentown, PA 18101 (“Tower Building”) (collectively, “Tower Building Complex”) to DDCAP Allentown, LLC (“Buyer”) pursuant to an Agreement of Sale and Purchase (“Agreement”) pursuant to Section 1102(a)(3) of the Public Utility Code. A copy of the Agreement is attached hereto as **Appendix A**.

Further, the Company requests that the Commission review and approve the Application no later than its public meeting scheduled for December 19, 2024.

**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 indirect subsidiary of PPL Corporation.

2. PPL Electric furnishes electric distribution, transmission and default supply services to approximately 1.5 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, PA 18101  
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The Company's attorneys are authorized to receive all notices and communications regarding this Application.

6. Buyer, DDCAP Allentown, LLC, is a Pennsylvania Limited Liability Company located with an address of 11 West Market Street, 3<sup>rd</sup> Floor, Wilkes-Barre, Pennsylvania 18701.

7. Buyer is a special purpose entity established by D&D Realty Group for the purpose of purchasing and developing the Tower Building Complex.

8. Founded in 2010, D&D Realty Group is based in Scranton, Pennsylvania and known for its redevelopment projects throughout the Commonwealth, converting properties into mixed-used commercial and residential units as well as amenities such as restaurants, storage, and grocery stores.

9. Neither Buyer nor D&D Realty Group is affiliated with PPL Electric, PPL Corporation, or PPL Services.

10. Effective February 29, 2024, PPL Electric and Buyer executed the Agreement, under which Buyer would purchase the real property and facilities located at 26-44 N. 9<sup>th</sup> Street, Allentown, Pennsylvania 18101 and 901-909 W. Hamilton Street, Allentown, Pennsylvania 18101 from the Company.

11. 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).<sup>1</sup>

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<sup>1</sup> 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,

## II. APPLICATION TO SELL REAL PROPERTY AND FACILITIES

12. Under the Agreement, Buyer has agreed to purchase PPL Electric's rights, title and interest in the real property and certain facilities located at 26-44 N. 9<sup>th</sup> Street, Allentown, Pennsylvania 18101 and 901-909 W. Hamilton Street, Allentown, Pennsylvania 18101.<sup>2</sup>

13. PPL Electric originally purchased the property located at 26-44 N. 9<sup>th</sup> Street, Allentown, Pennsylvania 18101 in January 1926.<sup>3</sup>

14. The Company originally purchased the property located at 901-909 W. Hamilton Street, Allentown, Pennsylvania 18101 in January 1926.<sup>4</sup>

15. As detailed in the Agreement, Buyer has agreed to purchase PPL Electric's real property and certain facilities located at 26-44 N. 9<sup>th</sup> Street, Allentown, Pennsylvania 18101 and 901-909 W. Hamilton Street, Allentown, Pennsylvania 18101 for \$9 million. *See* Appendix A ¶ 2(a).

16. Specifically, Buyer will purchase the fixtures, tools, furniture and furnishings remaining in the improvements located on those certain parcels identified as Lehigh County parcel number 549790734206-1 located at 26-44 North 9<sup>th</sup> Street, and Lehigh County parcel number 549790819126-1 located at 901-909 West Hamilton Street, both in Allentown, Lehigh County, Pennsylvania, but specifically excluding any personal property, equipment, facilities or fixtures

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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.

66 Pa.C.S. § 1102(a)(3).

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

<sup>3</sup> This property was included in PPL Electric's most recently filed base rate case at Docket No. R-2015-2469275 and in prior rate cases as well.

<sup>4</sup> This property was included in PPL Electric's most recently filed base rate case at Docket No. R-2015-2469275 and in prior rate cases as well.

located in the areas covered by: (a) that certain Easement Agreement that will be granted from Buyer to PPL Electric at the time of closing (“PPL Easement”); (b) that certain License Agreement between PPL Electric and the City of Allentown dated April 1, 2018 as the same may be assigned (“City License”)<sup>5</sup>; and (iii) that certain Lease between Buyer and PPL Electric that will be executed at the time of closing (“PPL Lease”)<sup>6</sup> and any other personal property, equipment or fixtures owned by any tenant, licensee or grantee under the PPL Easement, the City License or the PPL Lease (collectively, “Excluded Personal Property”).

17. This sales price was the result of the Company’s competitive bidding process followed by arm’s length negotiations between PPL Electric and the winning bidder (*i.e.*, the Buyer).

18. An independent real estate appraisal was conducted before the competitive bidding process, which helped inform PPL Electric’s decision to move forward with the sale of the Tower Building Complex.

19. 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:

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<sup>5</sup> PPL Electric entered into a License Agreement with the City of Allentown, referred to as the “City License,” pursuant to which the City has the right to install, operate and maintain certain equipment for the provision of 911 services in the City on the twenty-third (23<sup>rd</sup>) floor of the Tower. The City License is set to terminate on March 31, 2028. Upon information and belief, the License Agreement was not submitted to the Commission pursuant to Section 507 of the Public Utility Code. *See* 66 Pa. C.S. § 507. However, upon closing, PPL Electric will transfer the License Agreement to the Buyer, resulting in the License Agreement being between a non-public utility and the City and, therefore, outside the scope of Section 507. Notwithstanding, to the extent that the Commission deems it necessary to exercise its authority under Section 507 or any other provision of the Public Utility Code to approve the License Agreement or its assignment to the Buyer, the Company respectfully requests such approval as part of this Application.

<sup>6</sup> Under the Agreement, Buyer will enter into a Lease Agreement with PPL Electric, referred to as the “PPL Lease,” pursuant to which PPL Electric shall retain the right to exclusively access certain areas of the Tower Building Complex for its personal property, facilities, and equipment. The PPL Lease is necessary because PPL Electric requires additional time to remove certain facilities and equipment from the Tower Building Complex related to its operations as a public utility. The PPL Lease shall terminate on June 30, 2025, subject to two six-month renewal options.

	<b>Other Facilities</b>	<b>Transformers</b>	<b>Property</b>	<b>Total</b>
Original Cost Undepreciated	\$130,130,478	N/A	\$2,248,621	\$132,379,099
Original Cost Depreciated	\$74,320,477	N/A	\$2,248,621	\$76,569,098
Present Day Cost Undepreciated	\$309,127,973	N/A	\$2,248,621	\$311,376,594
Present Day Cost Depreciated	\$110,766,933	N/A	\$2,248,621	\$113,015,554

20. The ratemaking treatment of the sale will be determined in a future base rate proceeding.

21. 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 interest<sup>7</sup> for several reasons.

22. First, the sale will help “right-size” PPL Electric’s office space needs. PPL Electric’s office space needs have changed over time. That change is not the result of any one factor. Rather, it is the result of the Company’s evolving workforce needs, which have changed throughout the years. By selling these properties and relocating PPL Electric’s employees to other office locations, the Company will right-size its office space needs and, by extension, reduce PPL Electric’s related capital spending and expenses.

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<sup>7</sup> 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. PUC*, 594 Pa. 583, 611, 937 A.2d 1040, 1057 (2007).

23. Second, the sale will relieve the Company of the costs of owning and maintaining the properties. Currently, PPL Electric estimates that it will save approximately \$3.8 million in annual net operation and maintenance (“O&M”) expense and \$2.2 million in annual capital spending due to the sale of the Tower Building Complex and relocating to other offices. The reductions in total costs associated with owning and maintaining the new properties and no longer owning and maintaining the Tower Building Complex will benefit PPL Electric’s ratepayers.

24. Third, the sale is projected to have no negative impact on PPL Electric’s operations. The sale will not: (1) result in any interruption or curtailment of existing services; (2) cause a termination of any PPL Electric operations; or (3) affect PPL Electric’s short or long-range plans for expanding or upgrading any services now offered to the public. Moreover, PPL Electric’s engineering and operating representatives have reviewed the proposed sale of facilities and its relation to PPL Electric’s operations and have not identified any concerns.

25. Fourth, after the sale, PPL Corporation and PPL Electric will maintain a significant presence in the greater Allentown area. Specifically, PPL Corporation will be headquartered in the City of Allentown at Two City Center, 645 Hamilton Street, Allentown, Pennsylvania 18101, and PPL Electric will be headquartered at 827 Hausman Road, Allentown, Pennsylvania 18104. Further, although the Company continues to maintain a small presence at its Tower Building Complex, nearly all of PPL Electric’s employees who worked at that complex have since relocated to other office locations, including 827 Hausman Road. Thus, PPL Electric (a) is committed to maintaining a strong presence in the greater Allentown area; and (b) can transition permanently to its new headquarters without negatively affecting the Company’s operations.

26. Fifth, the transfer of this property will significantly benefit the local community. The Buyer plans to develop the sites, which will result in additional jobs in the Lehigh Valley.

PPL Electric's understanding is that the Buyer plans for the sites include mixed-use commercial space, apartments, and other amenities. The Buyer is well-known for its projects through Pennsylvania that reflect similar plans and include on-site amenities, such as office suites, commercial storefronts, storage, restaurants, and grocery stores. PPL Electric thoroughly reviewed several proposals as part of its competitive bidding process. The Company determined that the Buyer's proposal would provide significant economic development opportunities for the City of Allentown.

27. Sixth, a deed restriction will be put in place to prevent the Tower Building from being torn down in the future. These restrictions will ensure that the tallest building in the City of Allentown will remain a significant part of the City's skyline and identity for years to come.

28. Based on the foregoing, approval of this Application is necessary or proper for the service, accommodation, convenience, or safety of the public. Therefore, PPL Electric respectfully requests that the Commission review and approve the Application no later than its public meeting scheduled for December 19, 2024.

**III. CONCLUSION**

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the Pennsylvania Public Utility Commission grant all necessary authority, approvals and certificates of public convenience under the Public Utility Code authorizing the sale of real property and facilities as set forth in the attached Agreement of Sale no later than December 19, 2024.

Respectfully submitted,



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Dated: April 3, 2024

*Attorneys for PPL Electric Utilities Corp.*

# **Appendix A**

## **Agreement of Sale and Purchase**

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE ("Agreement") made this 29<sup>th</sup> day of February, 2024, ("Effective Date") by and between PPL Electric Utilities Corporation, formerly known as Pennsylvania Power & Light Company, a Pennsylvania corporation, having its principal address at 2 N. 9<sup>th</sup> Street, Allentown, Lehigh County, Pennsylvania, 18101 ("Seller") and DDCAP Allentown, LLC, a Pennsylvania limited liability company with an address of 11 West Market Street, 3<sup>rd</sup> Floor, Wilkes-Barre, Luzerne County Pennsylvania, 18701 ("Purchaser").

WITNESSETH:

In consideration of the covenants and provisions contained in this Agreement, the parties, intending to be legally bound hereby, agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, (i) Lehigh County parcel number 549790734206-1 located at 26-44 North 9<sup>th</sup> Street, Allentown, Lehigh County, Pennsylvania situate on approximately 1.219 acres of land upon which a commercial building is located containing approximately 180,377 square feet which includes five (5) aboveground stories and two (2) below ground stories and (ii) Lehigh County parcel number 549790819126-1 located at 901-909 West Hamilton Street, Allentown, Lehigh County, Pennsylvania situate on approximately 0.529 acres of land upon which two (2) commercial buildings are located: (a) one of which is a tower, containing approximately 238,848 square feet which includes twenty-four (24) aboveground stories (with twenty-two (22) stories being usable) (the "Tower") and (b) one of which the "Tie Building", containing approximately 28,610 square feet, all of which includes the following:

(a) Real Property. Those certain tracts of land more fully described above and on that certain Boundary Retracement Survey Plan for Pennsylvania Power & Light Company prepared by Van Cleef Engineering Associates, LLC and dated October 19, 2023 attached hereto as Exhibit "A" to this Agreement together with all improvements thereon (described above) and all appurtenances thereto together with all right, title and interest of Seller in and to any land lying in the bed of any street, opened or proposed, abutting such tracts of land, the parcels and all appurtenances thereto together with all right, title and interest of Seller in and to any land lying in the bed of any street, opened or proposed, abutting such tract of land the parcel (collectively, the "Real Property").

(b) Personal Property. Certain limited personal property remaining on or in the Real Property at the time of Closing, together with all personal property used in the ownership, operation or maintenance of the Real Property listed on Exhibit "B-1" to this Agreement (collectively, the "Personal Property"), and specifically excluding the items set forth on Exhibit "B-2" to this Agreement and any personal property in the Secured Area and/or covered by the PPL Lease or the City License. The parties shall finalize the Exhibit "B-1" list during the Inspection Period.

(c) Property. The Real Property and the Personal Property are sometimes collectively referred to as the "Property".

2. Purchase Price.

(a) Amount; Payment. The purchase price (the "Purchase Price") for the Property, subject to adjustments as provided in this Agreement, shall be NINE MILLION DOLLARS (\$9,000,000.00) and shall be paid as follows:

(i) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Deposit") will be paid within five (5) business days after the Effective Date. The Deposit shall be held by Franklin Street Abstract, LLC ("Escrow Holder") in a federally-insured account acceptable to both Seller and Purchaser.

(ii) On the Closing Date (as hereinafter defined) the Deposit and the balance of the Purchase Price in the amount of EIGHT MILLION NINE HUNDRED THOUSAND DOLLARS (\$8,900,000.00) shall be paid by the Purchaser subject to the adjustments and prorations provided for herein, by wire transfer of immediately available funds.

(b) Independent Contract Consideration. Purchaser has, concurrently with its execution of this Agreement, delivered to Seller Purchaser's check in the amount of FIFTY DOLLARS (\$50.00), which amount Seller and Purchaser agrees has been bargained for as consideration for Seller's execution and delivery of this Agreement. Such consideration is in addition to and independent of any other consideration or payment provided for in this Agreement and is non-refundable in all events.

3. Disposition of Deposit; Defaults.

(a) Held in Escrow. The Deposit shall be held in escrow and disbursed by Escrow Holder strictly in accordance with the terms of this Agreement. Escrow Holder shall not be liable in connection with the performance by Escrow Holder of its duties hereunder, except for Escrow Holder's own fraudulent misconduct or gross negligence.

(b) Upon Default.

(i) If Purchaser, without the right to do so and in default of its obligations under this Agreement, fails to complete Closing or otherwise defaults under this Agreement following a thirty (30) day cure period after ten (10) days' written notice from Seller, then Seller shall have the right to terminate this Agreement by written notice to Purchaser and be paid the Deposit of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Stipulated Liquidated Damages") as liquidated damages and not as a penalty within ten (10) days of such termination notice. In such event, Purchaser shall return all Seller Documents and deliver the Purchaser Documents to Seller within ten (10) days of such termination notice, after which this Agreement shall become void and there shall be no further obligation or liability on either party hereto, except as otherwise specifically provided herein. Purchaser and Seller acknowledge that the damages which may be incurred by Seller in the event of Purchaser's default are difficult to quantify as of the date of this Agreement; the Deposit shall constitute the Stipulated Liquidated Damages which represents the parties' reasonable estimate of Seller's probable future damages in the event of Purchaser's default; and that the Stipulated Liquidated Damages represents fair and reasonable compensation to Seller in the event of Purchaser's default. The right of Seller to be paid the Stipulated Liquidated Damages, to receive the Purchaser Documents and the Seller Documents

and terminate the Agreement shall be Seller's exclusive and sole remedy, and Seller hereby waives any right to recover the balance of the Purchase Price, or any part thereof, and the right to pursue any other remedy against Purchaser. In no event shall Purchaser or any of its partners, shareholders, officers or directors, or any trustee or beneficiary thereof, have any personal liability under this Agreement; Purchaser's liability shall in all events be limited to the Stipulated Liquidated Damages and Purchaser's interest in the Property.

(ii) If Seller, without the right to do so and in default of its obligations under this Agreement and following a thirty (30) day cure period after ten (10) days' written notice from Purchaser, fails to complete Closing, then Purchaser, in its sole discretion may elect, as its sole remedy, either to: (i) terminate this Agreement by written notice to that effect given to Seller, in which event the Deposit shall be returned to Purchaser, after Purchaser shall return the Seller Documents and deliver the Purchaser documents (hereinafter defined) to Seller and this Agreement shall thereupon terminate and neither party shall have any further obligation to the other, except as otherwise provided in this Agreement and with the exception of Seller's obligation to reimburse Purchaser for any actual, documented third party out-of-pocket costs and expenses that Purchaser has incurred at such time in connection with its entry into this Agreement and evaluation of the Property (as supported by reasonably sufficient evidence of the same), provided, however, that such costs and expenses shall in no event exceed FORTY THOUSAND DOLLARS (\$40,000.00) ("Purchaser's Due Diligence Costs"); or (ii) enforce this Agreement by way of an action for specific performance which must be commenced within ninety (90) days after the date of default. In no event shall Seller or any of its partners, shareholders, officers or directors, or any trustee or beneficiary thereof, have any personal liability under this Agreement; Seller's liability shall in all events be limited to Seller's interest in the Property.

(iii) If either party terminates this Agreement as a result of the other's default, Escrow Holder shall not disburse the Deposit until the earlier to occur of: (i) receipt by Escrow Holder of joint written instructions from Seller and Purchaser or (ii) entry of a final and unappealable adjudication determining which party is entitled to receive the Deposit. In the event of a dispute between the parties with respect to the Deposit, the Escrow Holder may deposit the Deposit with a court of proper jurisdiction and commence an interpleader action.

(c) Upon the termination of this Agreement for any reason other than Seller's default, Purchaser agrees to provide Seller with copies of all of Purchaser's investigative, due diligence, engineering, title, appraisal, survey, land development, zoning and any other reports, plans or documents developed with respect to the Property (the "Purchaser Documents") within ten (10) days of such termination. The provisions of this Section shall survive termination of this Agreement without limitation as to time.

4. Closing. The closing and settlement of this transaction ("Closing") shall take place by means of deposits and instructions with the Title Company consistent with the terms, conditions and requirements of this Agreement. Closing shall be on the later of: (i) thirty (30) days from Purchaser's receipt of final, unappealable and unappealed Government Approvals (which date shall not be later than the expiration of the Government Approval Period); or (ii) ten (10) days from the date of the Order of the Pennsylvania Public Utility Commission (the "PUC Order") approving the request of the Seller to sell the Property, or on such earlier date after the receipt of the PUC Order as Purchaser shall designate by at least ten (10) days prior written notice to Seller

(the "Closing Date"). If Closing is completed, Escrow Holder shall pay the Deposit to Seller on account of the Purchase Price.

5. Condition of Title.

(a) Title to Real Property. Title to the Real Property shall be good and marketable and free and clear of all mortgages, liens, and encumbrances, excepting the PPL Easement and matters appearing of public record on the Effective Date, subject to Section 5(c) below, and excepting the rights of parties in possession under and subject to the City License and the PPL Lease (the "Permitted Title Exceptions"), and shall be insurable as such and as provided in this Agreement at ordinary rates by any reputable title insurance company selected by Purchaser (the "Title Company") pursuant to an ALTA Owner's Policy of Title Insurance, (the "Owner's Policy of Title Insurance"). The premium for the Owner's Policy of Title Insurance and any endorsements will be paid by Purchaser. Seller shall be required to dispose of all Seller mortgages, judgments, encumbrances, and other monetary liens on the Property in a fixed or ascertainable amount, not in excess of the Purchase Price.

(b) Title to Personal Property. Title to the Personal Property shall be good and marketable and free and clear of all liens, security interests and other encumbrances.

(c) Commitment to Insure. Promptly after the Effective Date, Purchaser shall order a commitment to insure with respect to the Real Property from the Title Company, such commitment to certify that fee simple title to the Real Property is vested in Seller, and to commit to insure title to the Real Property as required by Section 5(a). If the commitment to insure discloses that title to the Real Property is subject to any defect, encumbrance or other title objection other than the Permitted Title Exceptions, or if Purchaser is unable to obtain such commitment to insure, Purchaser shall have the right to give to Seller written notice within thirty (30) days from the Effective Date (the "Title Objection Date") specifying such defect, encumbrance or other title objection, or inability to obtain such commitment to insure and including a copy of such commitment (if applicable) and all exception documents (the "Title Objections"). In no event may the Title Objections include the PPL Easement, the City License or the PPL Lease. If, by the Title Objection Date, Purchaser does not give written notice to Seller of any Title Objections, Purchaser agrees to accept title to the Property at the time of Closing subject to all matters of public record on the Effective Date and the Permitted Exceptions and shall provide a copy of such commitment to Seller prior to the expiration of the Inspection Period. Seller shall, within twenty (20) days after receiving such notice (the "Title Response Date"), (A) notify Purchaser that it will not correct the Title Objections; (B) notify Seller that it will use its diligent efforts to correct the Title Objections (including the payment and satisfaction of monetary liens not to exceed the Purchase Price); or (C) if Purchaser was unable to obtain a commitment, obtain a commitment to insure from a reputable title insurance company acceptable to Purchaser. If a commitment to insure in accordance with the requirements of this Agreement cannot be obtained from the Title Company or other reputable title insurance company acceptable to Purchaser, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days following the Title Response Date and have the Deposit returned to it after it provides the Seller Documents and Purchaser Documents to Seller within ten (10) days of such termination, 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. If Purchaser does not issue such termination notice to Seller within the timeframe described above, Purchaser agrees to accept title to the Property at the time of Closing.

If Seller elects not to attempt to cure the Title Objections or if Seller does not respond to Purchaser's notice of Title Objections, Purchaser shall be entitled, by giving written notice to Seller within ten (10) days after receiving such notice from Seller (or within ten (10) days of the Title Response Date), to terminate this Agreement by written notice to Seller and have the Deposit returned to it after it provides the Seller Documents and Purchaser Documents to Seller within ten (10) days of such termination, 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.

(d) Inability to Resolve Objections. If Seller elects to attempt to cure the Title Objections, but at the time of Closing the Title Objections have not been cured, Purchaser shall have the option of (i) taking such title as Seller is able to convey without abatement of the Purchase Price and completing Closing, (ii) terminating this Agreement by written notice to Seller and being paid the Purchaser's Due Diligence Costs by Seller and being repaid the Deposit after it provides the Seller Documents and Purchaser Documents to Seller within ten (10) days of such termination, 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 (iii) adjourning Closing not more than thirty (30) days, if Purchaser shall elect to use its diligent efforts to correct all such Title Objections, and if by such date, Purchaser has failed to do so, then Purchaser shall again have the options set forth in Sections 5(d)(i) and (ii) above. Seller's inability to resolve any Title Objections shall not be or be deemed to be a breach or default by Seller under this Agreement.

(e) At Closing, Seller shall be granted a perpetual, exclusive easement for a vault located on the Property, including access to same (the "PPL Easement"). Seller will provide a copy of an Easement Agreement to Purchaser for review during the first thirty (30) days of the Inspection Period.

## 6. Possession.

(a) Actual sole and exclusive physical possession of the Property shall be given to Purchaser at Closing unoccupied and free of any leases, claims to or rights of possession, other than the rights of the tenant under the PPL Lease and the licensee under the City License, by delivery of Seller's special warranty deed, duly executed and acknowledged by Seller and in proper form for recording (the "Deed"), and Seller's bill of sale substantially in the form of Exhibit "C" to this Agreement duly executed and acknowledged by Seller (the "Bill of Sale"). If Purchaser causes a survey of the Real Property to be made, at Purchaser's option the description of the Real Property contained in a separate quitclaim deed shall be based upon that survey.

(b) Seller has entered into a License Agreement with the City of Allentown, pursuant to which the City has the right to install, operate and maintain certain equipment for the provision of 911 services in the City on the twenty-third (23<sup>rd</sup>) floor of the Tower (the "City License"). The City License is set to terminate on March 31, 2028. The parties shall enter into an assignment of such City License at Closing in the form attached hereto as Exhibit "E" (the "License Assignment").

(c) Seller and Purchaser shall enter into that certain Lease Agreement, pursuant to which Seller shall retain the right to exclusively access certain areas of the Property for its personal property, facilities and equipment (the "PPL Lease"), attached hereto as Exhibit "F" to this Agreement. The PPL Lease shall terminate on June 30, 2025, subject to two (2) six-month renewal options.

7. Apportionments.

(a) (i) Taxes, Rents, etc. Real estate taxes (on the basis of the actual fiscal years for which such taxes are assessed) on the Real Property, water and sewer rentals, and any rent paid by the licensee under the City License and collected by Seller prior to Closing shall be apportioned pro rata between Seller and Purchaser on a per diem basis as of the Closing Date.

(ii) If bills for real estate taxes on the Real Property have not been issued as of the Closing Date, and if the amount of real estate taxes for the then current tax fiscal year is not then known, the apportionment of real estate taxes shall be made at Closing on the basis of the prior year's real estate taxes.

(iii) Other than real property taxes on the Property which shall be apportioned pro rata as of Closing, if, at Closing, the Real Property or any part thereof is affected by an assessment which is payable in installments of which the first installment is then a charge or lien, or has been paid, then all unpaid installments of such assessments, including those which are to become due and payable after Closing, shall be paid and discharged by Purchaser after Closing.

(b) Utility Meter Readings. The Title Company shall obtain certifications and obtain any final readings of the water, electric, gas and other utility meters servicing the Real Property to a date no sooner than five (5) days prior to the Closing Date. At or prior to Closing, Seller shall pay all charges based upon such meter readings, adjusted to include a reasonable estimate of the additional charges due for the period from the dates of the respective readings until the Closing Date.

(c) Transfer Taxes. Seller and Purchaser shall each pay one-half (1/2) of all realty transfer taxes.

(d) Adjustments based upon Actual Bills. Seller and Purchaser agree that upon receipt of actual bills or statements for payments apportioned on the Closing Date, if the amounts due differ from those apportioned and paid at the time of Closing such apportioned payments shall be reconciled by the parties and each agrees to pay their respective proportionate share. This provision shall survive Closing for a period of one hundred twenty (120) days following the Closing Date.

8. Representations and Warranties of Seller. Seller, to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties ("Seller Representations") to Purchaser, which representations and warranties are true and correct as of the Effective Date, and shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made both at and as of the Effective Date and at and as of the Closing Date.

AS TO THE TENANT LICENSE:

- (a) There are no licenses affecting the Property other than the City License.

AS TO THE PROPERTY:

(b) Seller has not received any written notice ("Defect Notice") from the holder of any mortgage presently encumbering the Property, any insurance company which has issued a policy with respect to the Property or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Property or suggesting or requesting the performance of any repairs, alterations or other work to the Property.

(c) There are no management, service, equipment, supply, security, maintenance, construction, concession or other agreements that will affect the Property after Closing (collectively, the "Service Agreements").

(d) To the best of Seller's knowledge, no municipal or other governmental improvements affecting the Property are in the course of construction or installation, and to the best of Seller's knowledge, no such improvement has been ordered to be made; all street paving, curbing, sanitary sewers, storm sewers and other municipal or other governmental improvements which have been constructed or installed have been paid for, and all assessments heretofore made have been paid in full.

(e) All permanent certificates of occupancy have been issued for the Property.

(f) Seller has not received any written notice claiming that the Property is in violation ("Violation") of any applicable law, ordinance, code, rule, order, regulation or requirement of any governmental authority, the requirements of any local board of fire underwriters (or other body exercising similar functions).

(g) Seller has no knowledge of any defective structural condition with respect to the buildings located on the Property.

(h) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller or the Property or the City License, or relating to or arising out of the ownership, management or operation of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(i) Seller has not received any written notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") in connection with the Property, and to Seller's knowledge no Taking has been threatened.

(j) To Seller's knowledge, the current zoning classification of the Property is "B-2".

AS TO SELLER:

(k) Seller is duly organized as a corporation and is subsisting under the laws of the Commonwealth of Pennsylvania.

(l) Subject to the PUC Order, the execution and delivery of this Agreement and the performance by Seller of its obligations under it have been duly authorized by all requisite corporate action, and any other Governmental authority having jurisdiction over the Seller and will not conflict with or result in a breach of any of the terms, conditions or provisions of the Certificate of Incorporation or Bylaws of Seller, and will not conflict with or result in a breach of any law, regulation or order, or any agreement or instrument to which Seller is a party or by which Seller is bound or the Property is subject; and this Agreement and the documents to be delivered by Seller pursuant to this Agreement, will each constitute the legal, valid, and binding obligations of Seller, enforceable in accordance with their respective terms, covenants, and conditions.

9. Representations and Warranties of Purchaser. Purchaser, to induce Seller to enter into this Agreement and to complete Closing, makes the following representations and warranties ("Purchaser Representations") to Seller, which representations and warranties are true and correct as of the Effective Date, and shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made both at and as of the Effective Date and at and as of the Closing Date.

(a) Due Authorization. Purchaser has full power to execute, deliver and carry out the terms and provisions of this Agreement and each of the other agreements, instruments and documents herein required to be made or delivered by Purchaser pursuant hereto, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement and such other agreements, instruments and documents. The individuals executing this Agreement and all other agreements, instruments and documents herein required to be made or delivered by Purchaser pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

(b) Enforceability. This Agreement has been, and each and all of the other agreements, instruments and documents herein required to be made by Purchaser pursuant hereto have been, or on the Closing Date will have been, executed by Purchaser or on behalf of Purchaser, and when so executed, are and shall be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms.

(c) No Conflict. The execution and delivery of, and consummation of the transactions contemplated by this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Purchaser is now party or by which it is bound, or any order, rule or regulation of any court or other governmental agency or official.

(d) Proof of Funds. Purchaser shall provide to Seller, within sixty (60) days after the Effective Date, (i) a commitment letter from a lender evidencing the financing of at least seventy percent (70%) of the Purchase Price; and (ii) within two hundred forty (240) days after the Effective Date satisfactory evidence that Purchaser has the ability to finance the Project.

10. Surviving Representations and Warranties.

(a) The representations and warranties of Seller and the Purchaser set forth in Section 8 and 9 hereof shall remain in effect for a period of one (1) year following the Closing Date.

(b) “Seller’s knowledge,” as used in this Agreement means the current actual knowledge of the executive officers of the Seller, without any duty of inquiry or investigation and without personal liability whatsoever.

11. Operations Prior to Closing. Between the date of the execution of this Agreement and Closing:

(a) Repairs. Seller shall, at its expense, make all structural repairs which are required to maintain the structural integrity of the buildings located on the Property, excepting damage by a Casualty (which term is defined in and shall be governed by the provisions of Section 13). Except with respect to changes or alterations associated with the property, facilities, equipment and fixtures covered by the PPL Lease (the “PPL Lease Alterations”), Seller will not in any manner alter the condition of the Property, such as, without limitation, the removal therefrom of soil or other ground conditions or the making of any changes or alterations to the buildings and improvements thereon without Purchaser’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Purchaser acknowledges that Seller may make any PPL Lease Alterations at any time, without notification or approval of Purchaser.

(b) Operations. During the term of this Agreement, Seller shall maintain and operate the Property in the same manner as it has been maintained and operated immediately prior to the date of this Agreement.

(c) Compliance with Obligations. Seller shall comply with all of the obligations of Seller under the City License. Seller shall maintain its insurance policies in full force and effect through Closing and shall pay all required premiums and other charges.

(d) New Contracts; New Leases. Other than the PPL Lease, Seller shall not enter into any or lease contract affecting the Property, including Service Agreements, which cannot be terminated prior to Closing.

12. Environmental Matters.

(a) Representations and Warranties. Seller represents and warrants to Purchaser that:

(i) To Seller’s knowledge, the Property and conditions at the Property are in compliance with the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., as amended from time to time (“CERCLA”), the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., as amended from time to time (“RCRA”), the Clean Water Act, 33 U.S.C. §§1251 et seq., as amended from time to time, the Clean Air Act, 42 U.S.C. §§7401 et seq., as amended from time to time, the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., as amended from time to time, and with all other federal, state and local environmental statutes, ordinances, regulations, orders and requirements of common law, including without limitation: (A) the discharge, emission or release of any Contaminant (hereinafter defined) to the

air, soil, surface water or ground water; (B) the storage, treatment, disposal or handling of any Contaminant, or (C) the construction, operation, maintenance or repair of aboveground or underground storage tanks (collectively, "Environmental Laws").

(ii) Seller has not generated, stored, treated, disposed of, discharged, released, emitted or otherwise handled any Contaminant on the Property. The term "Contaminant" shall mean any "hazardous substance", "pollutant or contaminant" as defined pursuant to CERCLA, "petroleum" as defined pursuant to RCRA or any material containing petroleum, any polychlorinated biphenyls ("PCBs") or substances containing PCBs, any urea formaldehyde foam, or any asbestos or materials containing asbestos; provided, the term "Contaminant" shall not include construction materials (other than asbestos, PCBs or urea formaldehyde foam), office equipment, fuel and other similar products contained in vehicles and cleaning solutions and other maintenance materials that are customarily used or stored incidental to and are reasonably necessary for the operation or maintenance of the Property.

(iii) Seller has disclosed to Purchaser the location of all underground or aboveground storage tanks located at the Property, if Seller is aware of any.

(iv) Seller has provided Purchaser with copies of all environmental information it has in its possession.

(v) No civil, criminal or administrative proceeding is pending or, to Seller's knowledge, threatened relating to Environmental Laws or Contaminants on the Property; Seller has not received any notice of violation regarding the Property or activities thereon relating to Environmental Law or Contaminants on the Property; Seller has not entered into any consent order, consent decree, administrative order, judicial order or settlement relating to Environmental Laws or Contaminants on the Property.

(b) Cooperation. Seller will assist Purchaser in giving notice to applicable government agencies and in transferring or reissuing to Purchaser any permit, license, certificate, registration or other approval necessary to continue operations at the Property, or in obtaining for Purchaser any new permit, license, certificate, registration or approval required of Purchaser under any Environmental Law.

(c) Survival. The provisions of this Section 12 shall survive Closing for a period of one (1) year following the Closing Date.

### 13. Casualty.

(a) Seller's Insurance. Seller shall maintain its insurance policies in effect until the time of Closing.

(b) Destruction. If at any time prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty ("Casualty"), Seller shall promptly give written notice ("Casualty Notice") thereof to Purchaser. If the entire Property or a substantial portion thereof is the subject of a Casualty, Purchaser shall have the right, at its sole option, of terminating this Agreement (by written notice to Seller and Escrow Holder given within thirty (30) days after receipt of the Casualty Notice from Seller) unless, (i) the cost to fully repair or restore

such damage is less than Fifty Thousand Dollars (\$50,000.00) and sufficient insurance proceeds are available to fully restore such damage, and (ii) the insurance company issuing the Policy has confirmed in writing prior to the expiration of such thirty (30) day period that such Casualty is covered by the Policy and that no defense to payment of the claim on account thereof exists, and (iii) any loan commitment obtained by Purchaser for financing to acquire the Property is not cancelled or suspended as a result of such Casualty. If a Casualty Notice is given to Purchaser less than thirty (30) days prior to Closing, at Purchaser's option Closing shall be postponed to a date not earlier than thirty (30) days after Purchaser's receipt of the Casualty Notice. If Purchaser terminates this Agreement pursuant to this Section 13(b), Seller and Purchaser shall forthwith deliver to Escrow Holder written instructions to pay the Deposit to Purchaser and after Purchaser provides the Seller Documents and Purchaser Documents to Seller within ten (10) days of such termination, 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. If Purchaser does not terminate this Agreement, the proceeds of any insurance with respect to the Property paid between the date of this Agreement and the Closing Date, shall be paid to Purchaser at the time of Closing and all unpaid claims and rights in connection with losses to the Property shall be assigned to Purchaser at Closing without in any manner affecting the Purchase Price.

(c) Repairs. If the Property is the subject of a Casualty, but Purchaser does not have the right to terminate this Agreement pursuant to the provisions of Section 13(b) above, then Seller shall promptly cause all temporary repairs to be made to the Property as shall be required to prevent further deterioration and damage to the Property. Seller shall have the right to be reimbursed from the proceeds of any insurance with respect to the Property for the cost of all such repairs made pursuant to this Section 13(c). Except for the obligation of Seller to repair the Property set forth in this Section 13(c), Seller shall have no other obligation to repair any Casualty, damage or destruction in the event Purchaser does not elect to terminate this Agreement pursuant to the provisions of Section 13(b), and in such event, Purchaser shall accept the Property at Closing as damaged or destroyed by the Casualty and Purchaser shall have the right to enter the Real Property prior to Closing for the purpose of performing such repairs thereto, at its sole cost and expense, as are reasonably necessary and agreed upon by Purchaser and Seller (which Seller agreement shall not be unreasonably withheld or delayed) to protect the Property against further damage prior to the Closing Date.

14. Eminent Domain. If at any time prior to the Closing Date a Taking affects all or any part of the Property, or if any proceeding for a Taking is commenced, or if notice of the contemplated commencement of a Taking is given, Seller shall promptly give written notice ("Taking Notice") thereof to Purchaser. Purchaser shall have the right, at its sole option, of terminating this Agreement by written notice to Seller within thirty (30) days after receipt by Purchaser of the Taking Notice if such Taking affects all or substantially all of the Property. If a Taking Notice is given to Purchaser less than thirty (30) days prior to Closing, at Purchaser's option Closing shall be postponed to a date not earlier than thirty (30) days after Purchaser's receipt of the Taking Notice if written notice is provided to Seller within five (5) days following Purchaser's receipt of the Taking Notice. If Purchaser terminates this Agreement pursuant to this Section 14, Seller and Purchaser shall forthwith deliver to Escrow Holder written instructions to pay the Deposit to Purchaser, after Purchaser provides the Seller Documents and Purchaser Documents to Seller within ten (10) days of such termination, 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. If Purchaser does not terminate this Agreement, the Purchase Price shall be reduced by the total of any awards or damages received by Seller and Seller shall, at Closing, be deemed to have assigned to Purchaser all of Seller's right, title and interest in and to any awards or damages to which Seller may have become entitled or may thereafter be entitled by reason of any exercise of the power of eminent domain or condemnation with respect to or for the Taking of the Property or any portion thereof.

15. Conditions of Purchaser's Obligations to Close; Inspection Period.

(a) Conditions. The obligations of Purchaser under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part in writing by Purchaser at or prior to Closing other than the issuance of the PUC Order):

(i) all of the representations and warranties by Seller set forth in this Agreement shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made both at and as of the date of this Agreement and at and as of the Closing Date. This Section 15(a)(i) shall not apply where anything caused by or resulting from acts or omissions of Purchaser or Purchaser's agents, servants, employees, contractors and/or invitees (collectively, "**Purchaser's Agents**") anywhere on the Property would cause such representation to be untrue or incorrect. In the event that any representation or warranty was true and correct as of the Effective Date but is subsequently rendered not true and correct at or prior to Closing and such change resulted from any affirmative action by Purchaser or Purchaser's Agents, in addition to there being no breach or default by Seller, Purchaser shall be deemed to have waived such condition;

(ii) Seller shall have received the PUC Order.

(iii) Seller shall not oppose Purchaser's filing of a real estate tax assessment appeal challenging the assessed value for the Property with the Lehigh County Board of Assessment Appeals after July 1, 2024 and prior to August 1, 2024. Seller shall not agree to a new assessed value of the Property without Purchaser's prior written consent.

(b) Failure of Condition. If any of the conditions set forth in Section 15(a)(i)-(ii) are not satisfied as of the Closing Date, Purchaser shall have the right, at Purchaser's sole option (by written notice to Seller) to (i) terminate Purchaser's obligations under this Agreement and exercise all other rights and remedies available to Purchaser under this Agreement, at law or equity within one (1) year of such termination and have Seller shall pay Purchaser the Purchaser Due Diligence Costs, and have the Deposit returned to it after it provides the Seller Documents and Purchaser Documents to Seller within ten (10) days of such termination, 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 Closing notwithstanding the unsatisfied condition (other than if the PUC Order is not obtained), or (iii) adjourn the Closing to a date not later than March 1, 2025, during which period Seller shall use its diligent efforts to satisfy any unsatisfied conditions within Seller's power to satisfy. An unsatisfied condition shall not be or be deemed to be a breach or default by Seller under this Agreement unless such condition is not

fulfilled by reason of Seller's intentional act or omission and is not remedied following ten (10) days' written notice from Purchaser to Seller.

(c) Access and Inspection Contingency.

(i) Purchaser shall, during the period from the Effective Date to the date occurring One Hundred Twenty (120) days thereafter ("Inspection Period"), have the opportunity to examine the Property, survey the Property, appraise the Property, the City License, apply for any obtain all required Zoning relief, if any, examine the title, review any items delivered by Seller to Purchaser, and all aspects of the condition of the Property, and to conduct such other inspections as Purchaser, in its discretion, may elect (the "Inspections"). Purchaser, its attorneys, accountants and other representatives, shall be permitted to make and are authorized to make any searches of governmental records as they deem necessary with respect to the Property.

(ii) Purchaser may commission, at Purchaser's sole cost and expense, an investigation of, without limitation: compliance with Environmental Laws, the presence of Contaminants on the Property including without limitation in connection with the use and operation of any Personal Property, and the presence of conditions that may affect Purchaser's intended use. The Inspections shall not include any invasive environmental testing, and Purchaser shall obtain Seller's prior written approval for the performance of any invasive environmental testing. Purchaser's environmental investigation shall be completed prior to expiration of the Inspection Period.

(iii) Representatives from Seller's Facilities Department shall accompany Purchaser and Purchaser's Agents during any access of the Property, and Purchaser shall provide Seller with reasonable notice that Seller wishes to access the Property. Purchaser shall not interfere with the operations under the City License. Notwithstanding the foregoing, Purchaser acknowledges that in order to access the Premises as set forth under the PPL Lease (the "Secured Area"), it shall contact Joseph O'Rourke IV, Manager - Facility Ops at [jjorourke@pplweb.com](mailto:jjorourke@pplweb.com) or 610-774-6607 and may not otherwise access the Secured Area.

(iv) Seller will cooperate with Purchaser and Purchaser's agents in Purchaser's investigation, including without limitation complying with requests for information and records that is reasonably requested and permitted to be disclosed under this Agreement.

(v) Unless Purchaser notifies Seller in writing prior to the expiration of the Inspection Period of Purchaser's election to terminate this Agreement, Purchaser agrees to accept the Property as-is at the time of Closing, including with respect to its environmental status.

(vi) Purchaser's investigations shall in no way limit or otherwise affect Seller's representations and warranties under this Agreement; however, to the extent that Purchaser is made aware that a Seller representation or warranty is not accurate prior to the expiration of the Inspection Period, Purchaser may not use such inaccurate representation or warranty as an unsatisfied condition to Closing and its sole remedy with respect to such inaccurate representation or warranty shall be to terminate this Agreement prior to the expiration of the Inspection Period in accordance with Section 15(c)(vii). To the extent that Purchaser is made aware that a Seller representation and warranty is not accurate after the expiration of the Inspection Period, Purchaser

shall notify Seller in writing within ten (10) days of such discovery and allow Seller thirty (30) days thereafter to resolve such inaccurate representation and warranty to Purchaser's satisfaction.

(vii) Purchaser shall restore any area on the Property disturbed in the course of Purchaser's inspections to the conditions existing prior to any tests conducted by Purchaser. Prior to making any entry upon the Property, Purchaser 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. Purchaser 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 Purchaser or on behalf of Purchaser. The foregoing indemnification obligation of Purchaser shall survive Settlement and shall survive any termination of this Agreement.

(viii) Seller shall furnish to Purchaser all plans, engineering reports, appraisals, environmental reports, surveys and title information concerning the buildings on the Property in the possession or control of Seller, excepting any confidential or proprietary information which shall include but not limited to plans relating to Seller's equipment or anything else that may not be disclosed to a third party (collectively, the "Seller Documents"). Seller provides such Seller Documents without representation or warranty. Purchaser shall keep the Seller Documents confidential.

(ix) If Purchaser discovers any defects whatsoever with respect to the Property or its environmental condition and notifies Seller in writing by 5:00 p.m. on the last day of the Inspection Period of its election to terminate this Agreement for any reason or no reason, the Deposit shall be returned to Purchaser after Purchaser provides the Seller Documents and Purchaser Documents to Seller within ten (10) days of such termination, 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.

(x) Purchaser, its attorneys, accountants and other representatives, shall be permitted to make and are authorized to make any searches of governmental public records as they deem necessary with respect to the Property; and Seller agrees to reasonably cooperate with Purchaser and its attorneys and other representatives in this regard and to issue any consents or authorizations required therefor, provided that it shall be at no cost to Seller and that Seller shall have no obligation to cooperate with respect to any records that are not publicly available.

(d) Approval. Unless this Agreement is otherwise terminated in accordance with the terms hereof, Purchaser shall have a period of one hundred eighty (180) days from the expiration of the Inspection Period (the "Government Approval Period") to obtain the necessary permits and approvals for Purchaser's intended project, which includes but is not limited to conversion of the Tower to apartments (the "Project"), from any and all applicable local, state and federal governmental and quasi-governmental authorities to the extent Purchaser believes it has a reasonable possibility of obtaining such permits and approvals and which application process was commenced and diligently pursued within the Government Approval Period (the "Government Approvals"). Purchaser shall submit applications and development plans for the Governmental

Approvals. Seller shall reasonably cooperate with Purchaser's reasonable and necessary requests, at no cost to Seller, in assisting Purchaser to obtain the Government Approvals. In the event Purchaser is unable to obtain the Government Approvals prior to the expiration of the Government Approval Period or reasonably believes such approvals will not be forthcoming, Purchaser shall have the right to terminate this Agreement upon written notice delivered to Seller on or before the expiration of the Government Approval Period, have the Deposit returned to it pursuant to written instructions from Seller and Purchaser to the Escrow Holder after Purchaser provides the Seller Documents and Purchaser Documents to Seller within ten (10) days of such termination, at which time neither party shall have any further rights or obligations hereunder subject to any and all provisions of this Agreement which expressly survive Closing or the earlier termination of this Agreement.

(e) Return of Deposit. If Purchaser terminates this Agreement pursuant to this Section 15, Seller and Purchaser shall forthwith deliver to Escrow Holder written instructions to pay the Deposit to Purchaser after Purchaser provides the Seller Documents and Purchaser Documents to Seller.

16. Items to be Delivered at Closing.

(a) By Seller. At Closing, Seller shall deliver to Purchaser the following:

(i) Deed. A Special Warranty Deed. Purchaser understands and agrees that the Special Warranty Deed shall include a restriction prohibiting the demolition of the Tower for a period of fifty (50) years.

(ii) Bill of Sale. The Bill of Sale.

(iii) License Assignment. The City License Assignment.

(iv) Release. A release from the Broker duly executed and acknowledged by the Broker.

(v) Resolutions; Title Company Affidavits, Etc. Such resolutions and certificates as the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto; if Seller is a corporation, Seller's Articles or Certificate of Incorporation and by-laws, as amended, certified by the secretary of Seller; and all commercially reasonable and standard affidavits and other agreements required by the Title Company to permit it to issue to Purchaser the Owner's Policy of Title Insurance required pursuant to Section 5(a).

(vi) Keys. All keys to the Property in Seller's possession.

(vii) FIRPTA. A certificate in the form of Exhibit "D" to this Agreement as contemplated by the Foreign Investment in Real Property Tax Act.

(viii) Closing Date Certificate. At Closing, Seller shall deliver to Purchaser a certificate (the "Closing Date Certificate") certifying that all of the Seller Representations that were true and correct, in all material respects, as of the Effective Date remain true and correct in

all material respects as of the Closing Date, except for changes and qualifications specified in such Closing Date Certificate and accepted by Purchaser, such that the Closing Date Certificate is true and accurate in all material respects.

(ix) PPL Lease. The executed PPL Lease.

(x) Other Documents. Any other documents reasonably required to be delivered by Seller pursuant to any other provisions of this Agreement.

(b) By Purchaser. At Closing, Purchaser shall deliver to Seller the following:

(i) Purchase Price. The portion of the Purchase Price payable pursuant to Section 2(a)(ii).

(ii) License Assignment. The City License Assignment.

(iii) PPL Lease. The executed PPL Lease.

(iv) PPL Easement. The executed PPL Easement.

(v) Other Documents. Any other document required to be delivered by Purchaser pursuant to any other provisions of this Agreement.

17. Brokerage. Purchaser represents and warrants to Seller that Purchaser has dealt with no broker, finder or other intermediary in connection with this sale other than Lanard & Axilbund, LLC d/b/a Colliers International, 1901 Market Street, Suite 500, Philadelphia, PA, 19103, Attn: John Susanin. Seller agrees to pay all brokerage commissions due to Lanard & Axilbund, LLC d/b/a Colliers International, 1901 Market Street, Suite 500, Philadelphia, PA, 19103, Attn: John Susanin and to any other broker, finder or other intermediary claiming a commission in connection with this sale, and to indemnify, defend and hold Purchaser harmless from and against all claims, demands, causes of action, loss, damages, liabilities costs and expenses (including without limitation attorneys' fees and court costs) arising from any claims for commissions made by the aforesaid Lanard & Axilbund, LLC d/b/a Colliers International, 1901 Market Street, Suite 500, Philadelphia, PA, 19103, Attn: John Susanin and any other broker, finder or other intermediary. Each party shall indemnify, defend and hold the other harmless from and against all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including without limitation attorneys' fees and court costs) arising from any claims for commissions made by any other broker, finder or other intermediary claiming through the indemnifying party). The provisions of this Section 17 shall survive Closing.

18. Assignability. Purchaser shall have the right to assign this Agreement and its rights under this Agreement to an entity controlled by or under common control with Purchaser and substantially the same investors. Purchaser shall provide Seller with at least ten (10) business days' notice of such assignment and provide in writing a copy of such assignment and information confirming investors as required above. In the event of an assignment, Purchaser shall be solely responsible for, and shall indemnify, defend and hold Seller and Seller's successors and assigns harmless from and against any and all assessments, Realty Transfer Taxes, penalties, interest,

claims, assessments, reasonable attorneys' fees and costs associated with such assignment described in this Section 18. The provisions of this Section 18 shall survive Closing.

19. FIRPTA. Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform Purchaser that withholding of tax is not required upon its disposition of the Real Property, Seller certifies the following:

- (i) Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
- (ii) Seller's U.S. taxpayer identification number is 23-0959590; and
- (iii) Seller's address is: 901 Hamilton Street, Allentown, Lehigh County, Pennsylvania, 18101.

Seller, and the parties executing this Agreement on behalf of Seller, understand that this certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement made here could be punished by fine, imprisonment, or both. Under penalties of perjury, the undersigned parties executing this Agreement on behalf of Seller declare that they have examined this certification and to the best of their knowledge and belief, it is true, correct and complete; and they further declare that they have authority to sign this document on behalf of Seller.

20. Notices.

(a) Written. All notices, demands, requests or other communications from each party to the other required or permitted under the term of this Agreement shall be in writing and, unless and until otherwise specified in a written notice by the party to whom notice is intended to be given, shall be sent to the parties at the following respective addresses:

if intended for Seller:

PPL Electric Utilities Corporation  
827 Hausman Road  
Allentown, PA 18104  
E-mail: [tmartinojr@pplweb.com](mailto:tmartinojr@pplweb.com)  
Attention: Thomas Martino

with a copy to:

Mallory Sweeney, Esq.  
Senior Counsel  
Two City Center  
645 West Hamilton Street  
Suite 700  
Allentown, PA 18101  
E-mail: [mjsweeney@ppl.web](mailto:mjsweeney@ppl.web)

if intended for Purchaser:

DDCAP Allentown, LLC  
11 West Market Street  
3<sup>rd</sup> Floor  
Wilkes-Barre, PA 18701  
E-mail: [ndye@ddrealty.net](mailto:ndye@ddrealty.net)  
Attention: Nicholas Dye

with a copy to:

Hoegen & Associates, P.C.  
152 South Franklin Street  
Wilkes-Barre, PA 18701  
E-mail: [fhoegen@hoegenlaw.com](mailto:fhoegen@hoegenlaw.com)  
Attention: Francis J Hoegen, Esquire

if intended for Escrow Holder:

Franklin Street Abstract, LLC  
152 South Franklin Street  
Wilkes-Barre, PA 18701  
e-mail: [cstelmack@fsabstract.com](mailto:cstelmack@fsabstract.com)  
Attention: Christine Stelmack

Notices may be given on behalf of any party by its legal counsel.

(b) Manner of Giving. Each such notice, demand, request or other communication shall be given (i) against a written receipt of delivery, (ii) by registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) by a nationally recognized overnight courier service for next business day delivery, or (iv) delivered via email to the email address listed above, provided, however, that if such communication is given via email, an original counterpart of such communication shall concurrently be sent in either the manner specified in clause (i) or (iii) above.

(c) Deemed Given. Each such notice, demand request, or other communication 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 overnight delivery service; on the same date it is delivered, if delivered to the recipient by hand or refused; or the same day it is sent if sent by email. Notices by the parties may be given on their behalf by their respective attorneys.

21. Miscellaneous.

(a) Captions. The captions in this Agreement are inserted for convenience of reference only; they form no part of this Agreement and shall not affect its interpretation.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(c) Entire Agreement; Governing Law. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties, express or implied, oral or written, which are fully merged herein. The express terms of this Agreement control and supersede any course of performance and/or customary practice inconsistent with any such terms. Any agreement hereafter made shall be ineffective to change or modify this Agreement unless such change or modification is in writing and signed by both Seller and Purchaser. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. 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 Lehigh County.

(d) Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

(e) Waiver of Tender of Deed and Purchase Monies. The tender of an executed Deed by Seller and the tender by Purchaser of the portion of the Purchase Price payable at Closing are mutually waived, but nothing in this Agreement shall be construed as a waiver of Seller's obligation to deliver the Deed and/or of the concurrent obligation of Purchaser to pay the portion of the Purchase Price payable at Closing.

(f) Gender, etc. Words used in this Agreement, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

(g) Counterparts; Electronic Transmission. This Agreement may be executed in any number of counterparts and/or via electronic transmission, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Agreement as the signatories.

(h) Exhibits. All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

(i) No Waiver. Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(j) Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative or counsel drafted such provision.

(k) Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period provided in this Agreement shall end on a Saturday, Sunday or legal holiday, then the final day shall extend to 5:00 p.m. of the next full business day. For the purposes of this Section, the term "holiday" shall mean a day other than a Saturday or Sunday on which banks in the state in which the Real Property is located are or may elect to be closed.

(l) Purchaser's Exercise of Right to Terminate. If Purchaser desires to terminate its obligations under this Agreement pursuant to any of the express provisions hereof, Purchaser shall do so by delivering written notice of termination to Seller, with a copy to Escrow Holder. Upon issuance of any such termination notice of this Agreement, the Deposit shall be paid to Purchaser after Purchaser shall return the Seller Documents and deliver the Purchaser Documents to Seller, and except as otherwise expressly provided herein, this Agreement shall be and become null and void and neither party shall have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

(m) Confidentiality. No press release or other public disclosure concerning the transaction contemplated by this Agreement shall be made by either party without the prior written consent of the other.

## 22. Disclaimer, Release, Liability and Indemnification.

(a) Seller's Disclaimer. Except for the Seller Representations, Purchaser acknowledges and agrees that the sale of the Property to Purchaser is made without any warranty or representation of any kind by Seller, either express or implied, with respect to any aspect, portion or component of the Property, including: (i) the physical condition, nature or quality of the Property, including the quality of the soils on and under the Property and the quality of the labor and materials included in any buildings or other improvements, fixtures, equipment or personal property comprising a portion of the Property; (ii) the fitness of the Property for any particular purpose; (iii) existing or proposed governmental laws or regulations applicable to the Property, or the further development or change in use thereof, including environmental laws and laws or regulations dealing with zoning or land use. Purchaser further agrees and acknowledges that, as of the Closing, Purchaser shall have made such feasibility studies, investigations, environmental studies, engineering studies, inquiries of governmental officials, and all other inquiries and investigations, which Purchaser shall deem necessary to satisfy itself as to the condition, nature and quality of the Property and as to the suitability of the Property for Purchaser's purposes. Purchaser further agrees and acknowledges that, in purchasing the Property, except as set forth in this Agreement, Purchaser shall rely entirely on its own investigation, examination and inspection of the Property, and not upon any representation or warranty of Seller, or any agent or representative of Seller, which is not set forth in the Seller Representations. THEREFORE, PURCHASER AGREES THAT, IN CONSUMMATING THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, PURCHASER SHALL ACQUIRE THE

PROPERTY IN ITS THEN CONDITION, "AS IS, WHERE IS" AND WITH ALL FAULTS, AND, SUBJECT TO THE SELLER REPRESENTATIONS, IN RELIANCE ON PURCHASER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY.

(b) Purchaser's Release of Seller. As of the Closing, Purchaser hereby waives, releases and forever discharges Seller and its officers, directors, partners, employees and agents from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses or compensation whatsoever, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Purchaser may have at the Closing or which may arise in the future on account of or in any way arising out of or connected with the Property, including: (i) the physical condition, nature or quality of the Property (including the soils and groundwater on and under the Property); (ii) the presence or release in, under, on or about the Property (including the soils and groundwater on and under the Property) of any hazardous materials; and (iii) the ownership, management or operation of the Property. However, the provisions of this Section 22(b) shall not serve to release Seller from (a) any breach of the Seller Representations, or (b) any claims arising out of or based upon any fraud by or intentional wrongful conduct of Seller.

(c) Liability. Purchaser does not and shall not assume any liability for any Claims (as defined below) arising out of any occurrence prior to the Closing Date with respect to the Property, except as otherwise specifically provided for herein. Seller does not and shall not assume any liability for any Claims arising out of any occurrence after the Closing Date with respect to the Property, except as otherwise specifically provided for herein.

(d) Seller's Indemnification of Purchaser. From and after the Closing Date, Seller hereby agrees to indemnify, defend, and hold Purchaser and Purchaser's successors and assigns harmless from and against all third party claims for personal injury or wrongful death (and any loss or expenses, including without limitation interest, penalties and reasonable attorneys' fees and disbursements, asserted against, resulting to, imposed upon, or incurred by Purchaser as a result of such third party claims) (collectively, the "Claims") by reason of or resulting from any (a) of Seller's own torts relating to the Property that first arise or take place prior to the Closing, except for any such Claims which arise or result from the negligence or willful misconduct of Purchaser or any of Purchaser's representatives, agents, contractors or employees or the performance of Purchaser's due diligence activities on the Property pursuant to the terms hereof, or (b) breach of any Seller Representation in any material respect, but only for a period of one (1) year following Closing or the termination of this Agreement.

(e) Purchaser's Indemnification of Seller. From and after the Closing Date, Purchaser agrees to indemnify, defend and hold Seller and Seller's successors and assigns harmless from and against any and all Claims by reason of or resulting from any (a) of Purchaser's own torts relating to the Property that first arise or take place after the Closing, except for any such Claims, which arise or result from the negligence or willful misconduct of Seller or any of Seller's representatives, agents, contractors or employees, or (b) breach of any representation made by Purchaser under Section 9 of this Agreement in any material respect, but only for a period of one (1) year following Closing or the termination of this Agreement.

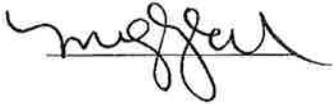
23. Bulk Sales. Seller represents that Pennsylvania's bulk sales laws do not apply to it with respect to this transaction.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.]*

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as a sealed instrument as of the day and year first above written.

Witness:

SELLER: PPL Electric Utilities Corporation

A handwritten signature in cursive script, appearing to read "muffel", written over a horizontal line.

By: Christine Martin (SEAL)  
Name: Christine Martin  
Title: President

PURCHASER: DDCAP Allentown, LLC

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: Nicholas Dye  
Title: Manager

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as a sealed instrument as of the day and year first above written.

Witness:

SELLER: PPL Electric Utilities Corporation

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Christine Martin

Title: President

PURCHASER: DDCAP Allentown, LLC

Witness:

A handwritten signature in blue ink, appearing to read "Fred Hase", written over a horizontal line.

By: \_\_\_\_\_ (SEAL)

Name: Nicholas Dye

Title: Manager

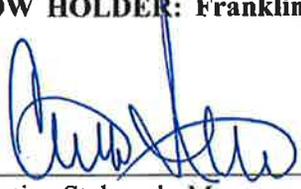
JOINDER OF ESCROW HOLDER

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, the Escrow Holder named in the annexed Agreement, hereby agrees to be bound by the provisions of the annexed Agreement relating to the holding and disbursement of all monies paid to the undersigned in escrow, and to disburse such sums strictly in accordance with the terms of such Agreement.

Intending to be legally bound, the undersigned has caused this Joinder to be executed by its duly authorized representative the 24 day of February, 2024.

**ESCROW HOLDER: Franklin Street Abstract,  
LLC**

By: \_\_\_\_\_

  
Christine Stelmack, Manager

JOINDER OF BROKER

The undersigned, the broker referred to in Section 17 of the annexed Agreement of Sale and Purchase, acknowledges and agrees that Purchaser shall have no liability to the undersigned for payment of any commission or other compensation in connection with the Agreement of Sale and Purchase, the sale of the Property, or in connection with any financing obtained by Purchaser to complete its acquisition or development of the Property. The undersigned consents to the provisions of Section 17 of the annexed Agreement of Sale.

The undersigned will issue no press release or other public disclosure of the transaction contemplated by the annexed Agreement of Sale and Purchase without the prior written consent of both Seller and Purchaser.

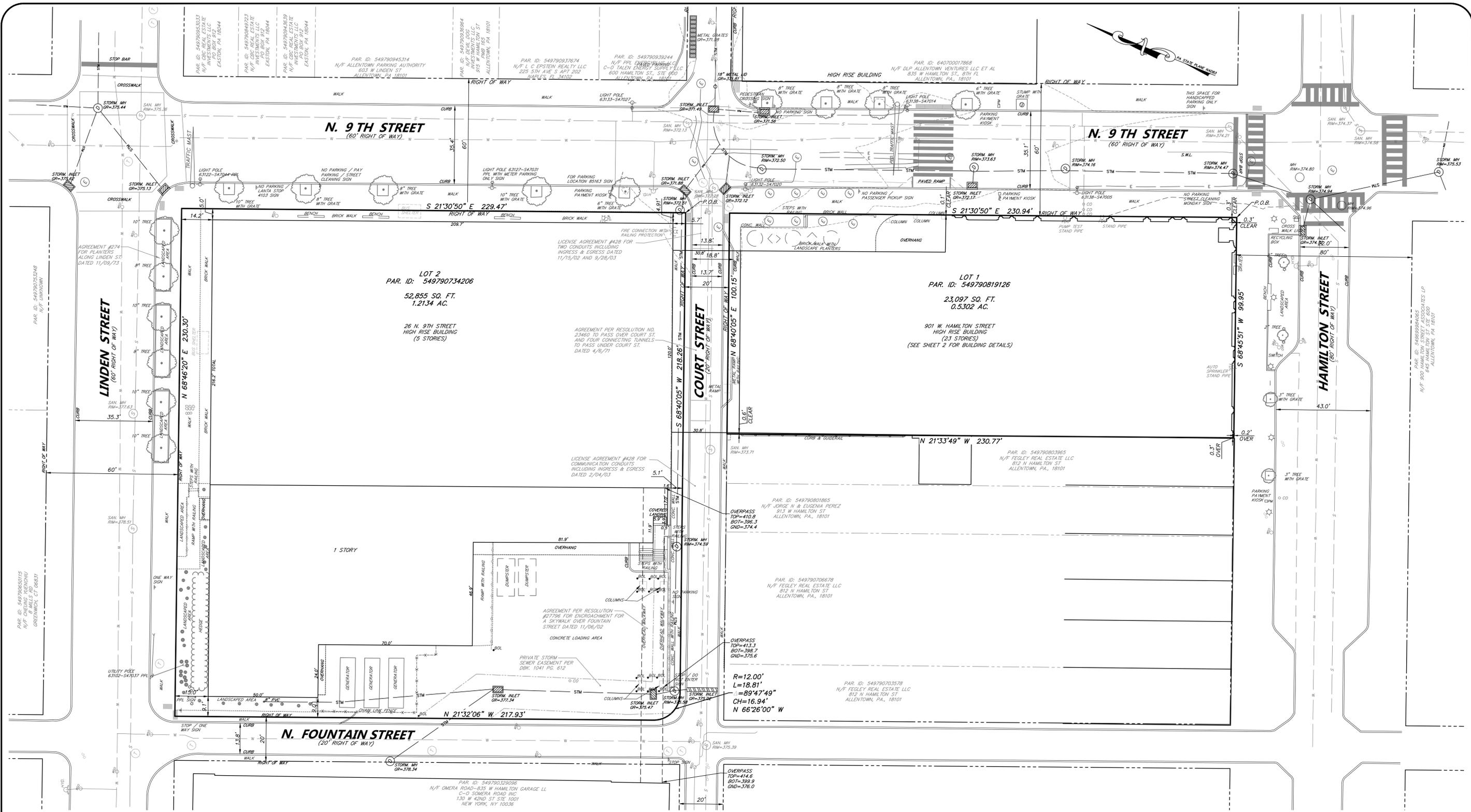
Intending to be legally bound, the undersigned has executed this Joinder the 27 day of February, 2024.

**Name of Broker:** Lanard & Axilbund, LLC d/b/a  
Colliers International

By:   
Name: John Susanic  
Title: Sr. Managing Director

Exhibit "A"

**BOUNDARY RETRACEMENT SURVEY PLAN  
FOR PENNSYLVANIA POWER & LIGHT COMPANY**



**MAP LEGEND**

PROPERTY LINE	PIN/CONCRETE MONUMENT	○/□
RIGHT-OF-WAY LINE	DRAINAGE INLET (C-TOP/M-TOP)	▣/▣
ADJACENT PROPERTY LINE	DRAINAGE MANHOLE	⊙
EASEMENT LINE	SANITARY MANHOLE	⊙
BUILDING SETBACK LINE	FIRE HYDRANT	⊙
ROADWAY CENTERLINE	WATER VALVE	⊙
CHAIN LINK FENCE LINE	WATER SHUTOFF	⊙
CONTOUR LINE	GAS VALVE	⊙
TREE LINE	UTILITY POLE	⊙
CONCRETE CURBING	LIGHT POLE	⊙
CONTOUR SIDEWALK	DECIDUOUS/EVERGREEN TREE	⊙
STORM SEWER PIPE	STREET/TRAFFIC SIGN	⊙
SANITARY SEWER	ADA WARNING PAD	⊙
WATER LINE		
GAS LINE		
OVERHEAD ELECTRIC		
UNDERGROUND ELECTRIC		

**SURVEY GENERAL NOTES**

- THIS MAP REPRESENTS A BOUNDARY RETRACEMENT SURVEY PERFORMED BY VAN CLEEF ENGINEERING ASSOCIATES (VCEA) IN AUGUST, 2023.
- PLANNIMETRIC AND TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PROVIDED BY FIELD MEASUREMENTS DONE BY VCEA IN AUGUST, 2023. HORIZONTAL DATUM WAS ESTABLISHED BY GPS SURVEY, HORIZONTAL DATUM IS BASED ON STATE PLANE COORDINATE SYSTEM, SPC-83, PA SOUTH ZONE.
- VERTICAL DATUM WAS ESTABLISHED BY GPS SURVEY. VERTICAL DATUM IS BASED ON NAVD 88.
- BENCHMARK: PK NAIL FOUND ON NORTH SIDE OF COURT STREET IN THE SIDEWALK, AT THE INTERSECTION WITH N. 9TH STREET. NAIL IS LOCATED 48.5 FT WEST OF EXISTING HYDRANT; ELEVATION = 371.87
- THIS SURVEY DOES NOT CERTIFY AS TO THE PRESENCE OR ABSENCE OF ANY UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS THAT MAY AFFECT THIS TRACT.
- THIS SURVEY WAS COMPLETED WITHOUT THE ASSISTANCE OF A TITLE SEARCH.
- A WETLAND STUDY WAS NOT COMPLETED BY VCEA DURING TIME OF SURVEY AND DOES NOT CERTIFY TO THE PRESENCE OR ABSENCE TO WETLANDS OR ENVIRONMENTALLY SENSITIVE AREAS ON SITE.
- PARCEL SHOWN HEREON IS LOCATED IN ZONE X, PER FIRM FLOOD INSURANCE RATE MAP (FIRM) LEHIGH COUNTY, PENNSYLVANIA MAP NO. 42077C0251F, EFFECTIVE DATE OF JULY 16, 2004.

**SURVEY GENERAL NOTES**

NO CERTIFICATION IS MADE BY VCEA AS TO THE POSITION OF ANY UTILITIES OR TO THE COMPLETENESS OF ANY UTILITIES SHOWN. ALL CONTRACTORS WORKING ON THIS SITE SHALL COMPLY WITH THE REQUIREMENTS OF ACT 121 OF 2008 (UNDERGROUND UTILITY LINE PROTECTION ACT). VCEA HAS REGISTERED THIS SITE WITH THE PA ONE-CALL SYSTEM ON AUGUST 24, 2023 (SERIAL NO. 20232363597). THE FOLLOWING IS A LIST OF REGISTERED UTILITY USERS FOR THE CITY OF ALLENTOWN:

LEHIGH COUNTY AUTHORITY  
1053 SPRUCE RD  
PO BOX 3148  
ALLENTOWN, PA 18106  
CONTACT: JASON PETERS  
EMAIL: JASONPETERS@LEHIGHCOUNTYAUTHORITY.ORG

LUMEN FORMERLY LEVEL 3  
1025 ELDORADO BLVD  
BROOMFIELD, CO 80021  
CONTACT: LUMEN OPERATOR PERSONNEL  
EMAIL: RELOCATIONS@LUMEN.COM

ALLENTOWN CITY OF  
DPM BUREAU OF ENGINEERING  
641 S 10TH ST  
ALLENTOWN, PA 18103  
CONTACT: ADAM FISHER  
EMAIL: ADAM.FISHER@ALLENTOWNPA.GOV

USIC LOCATING SERVICES LLC  
9045 N RIVER ROAD SUITE 300  
INDIANAPOLIS, IN 46240  
CONTACT: USIC DISPATCH

CENTURY LINK  
1025 ELDORADO BLVD  
BROOMFIELD, CO 80021  
CONTACT: CENTURY LINK OPERATOR PERSONNEL  
EMAIL: RELOCATIONS@LUMEN.COM

VERIZON BUSINESS FORMERLY MO  
400 INTERNATIONAL PARKWAY  
RICHARDSON, TX 75081  
CONTACT: DEAN BOYERS  
EMAIL: INVESTIGATIONS@VERIZON.COM

PPL ELECTRIC UTILITIES CORPORATION  
437 BLUE CHURCH RD  
PAXINOS, PA 17860  
CONTACT: DOUG HAUP  
EMAIL: DLHAUP@PPLWEB.COM

ZAYO BANDWIDTH FORMERLY PPL TELCOM LLC  
170 ROBBINS RD  
DOWNTOWN, PA 19335  
CONTACT: JOHN HOWELLS  
EMAIL: JOHN.HOWELLS@ZAYO.COM

UG UTILITIES INC  
2121 CITY LINE ROAD  
BETHLEHEM, PA 18017  
CONTACT: TIMOTHY STEWARD  
EMAIL: TSTEWARD@UGI.COM

VERIZON BUSINESS FORMERLY MO  
7000 WESTON PKWY  
CARY, NC 27513  
CONTACT: VICTOR WOOD  
EMAIL: VICTOR.S.WOOD@VERIZON.COM

**SITE INFORMATION**

EX LOT 1  
PAR. ID: 549790819126  
SITE ADDRESS: 901 W. HAMILTON ST.  
ALLENTOWN, PA 18101  
DEED BK. 416, PG 647

EX LOT 2  
PAR. ID: 549790734206  
SITE ADDRESS: 26 N. 9TH ST.  
ALLENTOWN, PA 18101  
DEED BK. 1144 PG 0744

EX LOT 1  
PENNA POWER & LIGHT CO  
PPL-REAL ESTATE TAXES (GENN2)  
2 N 9TH ST  
ALLENTOWN, PA 18101-1139  
PAR. ID: 549790734206

EX LOT 2  
PENNA POWER & LIGHT CO  
PPL-REAL ESTATE TAXES (GENN2)  
2 N 9TH ST  
ALLENTOWN, PA 18101-1139  
PAR. ID: 549790734206

**OWNER**

DATE: OCTOBER 19, 2023  
SCALE: 1"=20'  
DESIGNED BY: ---  
DRAWN BY: KAH  
CHECKED BY: MJG  
JOB NO. 23-06-ALT

REV	DESCRIPTION	AUTH	DATE

**GRAPHIC SCALE**

0 10 20 40  
1 INCH = 20 FT

**Van Cleef**  
ENGINEERING WITH FOCUS

BRIDGES/HIGHWAYS  
CONSTRUCTION INSPECTION  
ENVIRONMENTAL  
GEOTECHNICAL/DAMS  
LANDSCAPE ARCHITECTURE  
LOCAL/REGIONAL PLANNING  
MUNICIPAL ENGINEERING  
SITE DEVELOPMENT  
SURVEYING/AERIAL DRONES/GIS  
WATER/WASTEWATER

VAN CLEEF ENGINEERING ASSOCIATES, LLC  
1645 VALLEY CENTER PARKWAY, SUITE 100, BETHLEHEM, PA 18017  
WEB: WWW.VANCELEFENGINEERING.COM  
PHONE (610) 332-1772

**BOUNDARY RETRACEMENT SURVEY PLAN**  
FOR  
**PENNSYLVANIA POWER & LIGHT COMPANY**  
CITY OF ALLENTOWN, WARD 7  
LEHIGH COUNTY, PENNSYLVANIA

1  
2

**PLAN NOTATION**

ONLY THOSE PLANS WHICH CONTAIN A DIGITAL IMPRESSED, OR COLORIZED INK SEAL OF THE RESPONSIBLE PROFESSIONAL SHALL BE CONSIDERED VALID. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE OWNER DESIGNATED HEREON. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT THE WRITTEN CONSENT OF VAN CLEEF ENGINEERING ASSOCIATES IS PROHIBITED. RELIANCE ON THIS PLAN FOR ANY PURPOSE OTHER THAN THAT WHICH IS INTENDED SHALL BE AT THE SOLE DISCRETION AND LIABILITY OF THE APPLICABLE PARTY.

811  
Know what's below. STOP CALL 1-800-246-7776  
Call before you dig. PA ONE-CALL SYSTEM INC.

**AREA SUMMARY**

LOT	AREA
EX LOT 1 (PAR. ID: 549790819126)	23,097 SQ. FT. (0.5302 AC.)
EX LOT 2 (PAR. ID: 549790734206)	52,855 SQ. FT. (1.2134 AC.)

**AREA SUMMARY**

LOT 1  
PAR. ID: 549790819126  
23,097 SQ. FT. (0.5302 AC.)

LOT 2  
PAR. ID: 549790734206  
52,855 SQ. FT. (1.2134 AC.)

**AREA SUMMARY**

LOT 1  
PAR. ID: 549790819126  
23,097 SQ. FT. (0.5302 AC.)

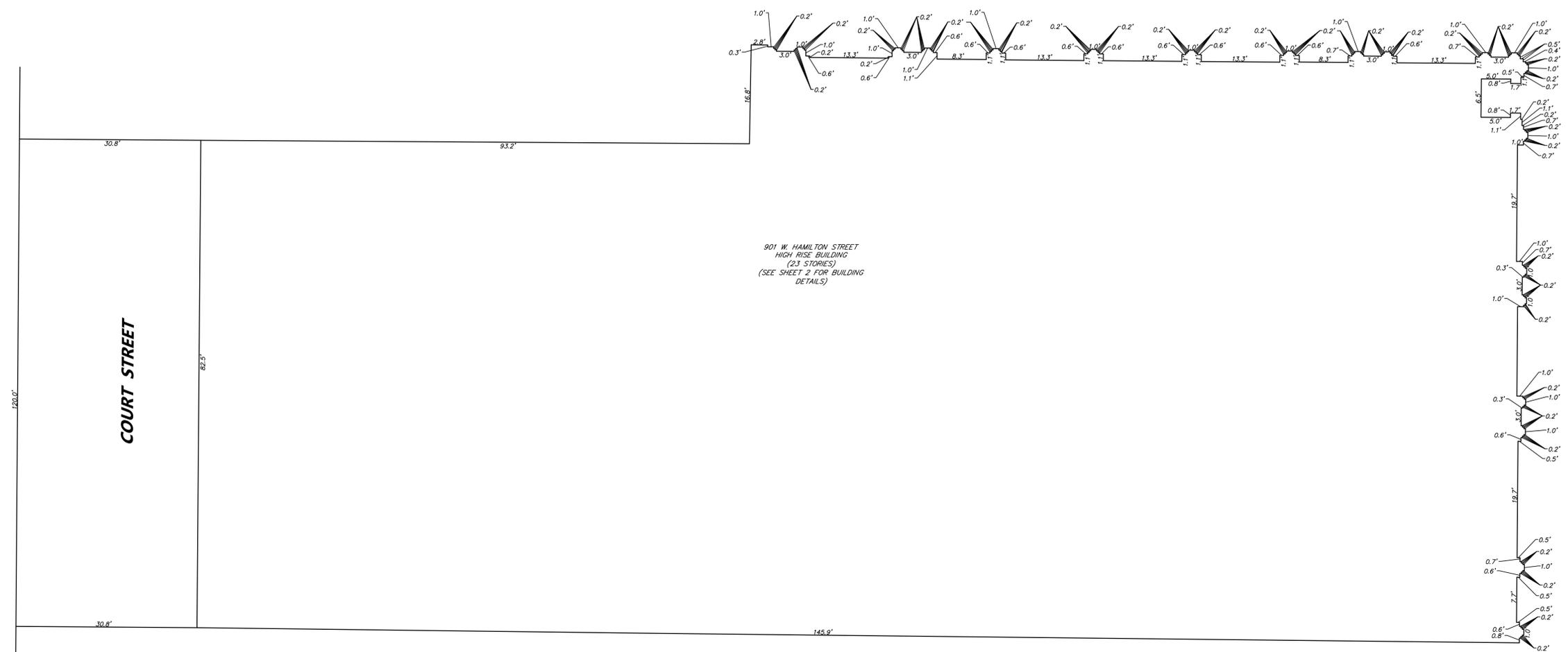
LOT 2  
PAR. ID: 549790734206  
52,855 SQ. FT. (1.2134 AC.)

**AREA SUMMARY**

LOT 1  
PAR. ID: 549790819126  
23,097 SQ. FT. (0.5302 AC.)

LOT 2  
PAR. ID: 549790734206  
52,855 SQ. FT. (1.2134 AC.)

N. 9TH STREET



901 W. HAMILTON STREET  
HIGH RISE BUILDING  
(23 STORIES)  
(SEE SHEET 2 FOR BUILDING  
DETAILS)

**LEGAL DESCRIPTION (PAR ID: 549790819126)**

ALL THAT CERTAIN PIECE OR PARCEL OR LAND, TOGETHER WITH THE BUILDINGS AND OTHER IMPROVEMENTS THEREON ERECTED, SITUATE AT THE NORTHWEST CORNER OF HAMILTON AND NINTH STREETS, IN THE CITY OF ALLENTOWN, LEHIGH COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE WEST BUILDING LINE OF NORTH NINTH STREET AND THE NORTH BUILDING LINE OF HAMILTON STREET, THENCE EXTENDING ALONG THE NORTH BUILDING LINE OF HAMILTON STREET IN A WESTERLY DIRECTION 99.95 FT., MORE OR LESS, TO A POINT IN LINE OF PROPERTY NOW OR FORMERLY OF PRESTON A. FREEMAN, THENCE ALONG THE LAST MENTIONED PROPERTY IN A NORTHERLY DIRECTION 230.77 FT., MORE OR LESS, TO A POINT IN THE SOUTH BUILDING LINE OF COURT STREET, THENCE ALONG SAID BUILDING LINE OF COURT STREET IN AN EASTERLY DIRECTION 100.15 FT., MORE OR LESS, TO THE INTERSECTION OF SAID LINE WITH THE WEST BUILDING LINE OF NORTH NINTH STREET, THENCE ALONG THE WEST BUILDING LINE OF NORTH NINTH STREET IN A SOUTHERLY DIRECTION 230.94 FT., MORE OR LESS TO THE PLACE OF BEGINNING, CONTAINING 0.530 ACRES, MORE OR LESS

AND BEING MORE FULLY DESCRIBED AS FOLLOWS PER A FIELD SURVEY BY VAN CLEEF ENGINEERING ASSOCIATES AS SHOWN ON THIS PLAN DATED OCTOBER 19, 2023:

ALL THAT CERTAIN PLOT OR PIECE OF LAND SITUATED IN THE CITY OF ALLENTOWN, WARD 7, LEHIGH COUNTY, PENNSYLVANIA;

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF NORTH 9TH STREET (60 FOOT WIDE) WITH THE NORTHERLY RIGHT OF WAY LINE OF HAMILTON STREET (80 FOOT WIDE) AND FROM SAID POINT RUNNING, THENCE;

1. ALONG THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF HAMILTON STREET (80 FOOT WIDE), SOUTH 68°45'51" WEST, A DISTANCE OF 99.95 FEET TO A POINT, THENCE;
2. ALONG THE COMMON DIVIDING LINE BETWEEN PAR ID. 549790819126, LANDS NOW OR FORMERLY OF PENNA POWER & LIGHT CO. WITH PAR ID. 549790803965 LANDS NOW OR FORMERLY OF FEELEY REAL ESTATE LLC, NORTH 21°33'49" WEST, A DISTANCE OF 230.77 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COURT STREET (20 FOOT WIDE), THENCE;
3. ALONG THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF COURT STREET (20 FOOT WIDE), NORTH 68°40'05" EAST, A DISTANCE OF 100.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH 9TH STREET (60 FOOT WIDE), THENCE;
4. ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF NORTH 9TH STREET (60 FOOT WIDE), SOUTH 21°30'50" EAST, A DISTANCE OF 230.94 FEET TO THE AFOREMENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING A CALCULATED AREA OF 23,097 SQUARE FEET OR 0.5302 ACRES

**LEGAL DESCRIPTION (PAR ID: 549790734206)**

ALL THAT CERTAIN 10; AND PIECE 0:2 GROUND AND BUILDING THEREON ERECTED, SITUATE ON THE WEST SIDE OF NORTH NINTH STREET, BETWEEN HAMILTON AND LINDEN STREETS, IN THE CITY OF ALLENTOWN, COUNTY OF LEHIGH AND STATE OR PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT;

BEGINNING AT A POINT IN THE WESTERN BUILDING LINE OF SAID NORTH NINTH STREET, SAID POINT BEING DISTANT 76.52 FEET SOUTH OF THE SOUTHWEST CORNER OF THE INTERSECTION OF NINTH AND LINDEN STREETS; THENCE EXTENDING WESTWARDLY ALONG PROPERTY NOW OR LATE OF MATILDA SCHMOYER, 130 FEET TO A POINT IN LINE OF PROPERTY NOW OR LATE OF E. AND J. SCHERER; THENCE SOUTHWARDLY ALONG THE SAME AND PARTLY ALONG OTHER LAND NOW OR LATE OF FRED H. LICHTENWALNER, ET AL., 21.995 FEET TO A POINT; THENCE EASTWARDLY ALONG OTHER PROPERTY NOW OR LATE OF FRED H. LICHTENWALNER, ET AL.; 130 FEET TO NINTH STREET; THENCE NORTHWARDLY ALONG NINTH STREET 21.995 FEET TO THE POINT OF BEGINNING.

THE SOUTHERN BOUNDARY LINE OF THE PREMISES HEREBY CONVEYED RUNS THROUGH THE MIDDLE OF A JOINT ALLEY OR PASSAGE WAY LEADING FROM NINTH STREET WESTWARDLY FOR A DISTANCE OF FIFTY (50) FEET FROM THE WESTERN BUILDING LINE OF NINTH STREET. SAID ALLEY OR PASSAGE WAY BEING 3.87 FEET IN WIDTH, (HALF OF THE WIDTH OF SAID ALLEY) TO WIT: 1.935 FEET BEING PORTION OF THE PREMISES ABOVE MENTIONED, AND THE OTHER 1.935 FEET BEING THE NORTH PART OF THE PREMISES ADJOINING ON THE SOUTH) AND BEING THE JOINT USE OF THE PREMISES HEREBY CONVEYED, AND THE PREMISES JOINING SAME ON THE SOUTH. THE PREMISES HEREBY CONVEYED BEING KNOWN, AS NO. 36 NORTH NINTH STREET.

AND BEING MORE FULLY DESCRIBED AS FOLLOWS PER A FIELD SURVEY BY VAN CLEEF ENGINEERING ASSOCIATES AS SHOWN ON THIS PLAN DATED OCTOBER 19, 2023:

ALL THAT CERTAIN PLOT OR PIECE OF LAND SITUATED IN THE CITY OF ALLENTOWN, WARD 7, LEHIGH COUNTY, PENNSYLVANIA;

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF NORTH 9TH STREET (60 FOOT WIDE) WITH THE NORTHERLY RIGHT OF WAY LINE OF COURT STREET (20 FOOT WIDE) AND FROM SAID POINT RUNNING, THENCE;

1. ALONG THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF COURT STREET (20 FOOT WIDE), SOUTH 68°40'06" WEST, A DISTANCE OF 218.26 FEET TO A POINT OF CURVATURE, THENCE;
2. STILL ALONG NORTHERLY RIGHT OF WAY LINE OF COURT STREET (20 FOOT WIDE) ON A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET, AN ARC LENGTH OF 18.81 FEET AND WHOSE CHORD BEARS NORTH 66°26'00" WEST, A DISTANCE OF 218.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH FOUNTAIN STREET (20 FOOT WIDE), THENCE;
3. ALONG THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF NORTH FOUNTAIN STREET (20 FOOT WIDE), NORTH 21°32'08" WEST, A DISTANCE OF 217.93 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LINDEN STREET (60 FOOT WIDE), THENCE;
4. ALONG THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF LINDEN STREET (60 FOOT WIDE), NORTH 68°46'20" EAST, A DISTANCE OF 230.30 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH 9TH STREET (60 FOOT WIDE), THENCE;
5. ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF NORTH 9TH STREET (60 FOOT WIDE), SOUTH 21°30'50" EAST, A DISTANCE OF 229.47 FEET TO THE AFOREMENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING A CALCULATED AREA OF 52,855 SQUARE FEET OR 1.2134 ACRES

**SURVEY GENERAL NOTES**

1. THIS MAP REPRESENTS A BOUNDARY RETRACEMENT SURVEY PERFORMED BY VAN CLEEF ENGINEERING ASSOCIATES (VCEA) IN AUGUST, 2023.
2. PLANIMETRIC AND TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PROVIDED BY FIELD MEASUREMENTS DONE BY VCEA IN AUGUST, 2023. HORIZONTAL DATUM WAS ESTABLISHED BY GPS SURVEY, HORIZONTAL DATUM IS BASED ON STATE PLANE COORDINATE SYSTEM, SPC-83, PA SOUTH ZONE.
3. VERTICAL DATUM WAS ESTABLISHED BY GPS SURVEY. VERTICAL DATUM IS BASED ON NAVD 88. BENCHMARK: PK NAIL FOUND ON NORTH SIDE OF COURT STREET IN THE SIDEWALK, AT THE INTERSECTION WITH N. 9TH STREET. NAIL IS LOCATED 48.5 FT WEST OF EXISTING HYDRANT; ELEVATION = 371.87
4. THIS SURVEY DOES NOT CERTIFY AS TO THE PRESENCE OR ABSENCE OF ANY UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS THAT MAY AFFECT THIS TRACT.
5. A WETLAND STUDY WAS NOT COMPLETED BY VCEA DURING TIME OF SURVEY AND DOES NOT CERTIFY TO THE PRESENCE OR ABSENCE TO WETLANDS OR ENVIRONMENTALLY SENSITIVE AREAS ON SITE.
6. PARCEL SHOWN HEREON IS LOCATED IN ZONE X, PER FIRM FLOOD INSURANCE RATE MAP (FIRM) LEHIGH COUNTY, PENNSYLVANIA MAP NO. 42077C0251F, EFFECTIVE DATE OF JULY 16, 2004.

**AREA SUMMARY**

LOT	AREA
EX LOT 1 (PAR. ID: 549790819126)	23,097 SQ. FT. (0.5302 AC.)
EX LOT 2 (PAR. ID: 549790734206)	52,855 SQ. FT. (1.2134 AC.)

**SURVEY GENERAL NOTES**

NO CERTIFICATION IS MADE BY VCEA AS TO THE POSITION OF ANY UTILITIES OR TO THE COMPLETENESS OF ANY UTILITIES SHOWN. ALL CONTRACTORS WORKING ON THIS SITE SHALL COMPLY WITH THE REQUIREMENTS OF ACT 121 OF 2008 (UNDERGROUND UTILITY LINE PROTECTION ACT.) VCEA HAS REGISTERED THIS SITE WITH THE PA ONE-CALL SYSTEM ON AUGUST 24, 2023 (SERIAL NO. 20232363597). THE FOLLOWING IS A LIST OF REGISTERED UTILITY USERS FOR THE CITY OF ALLENTOWN:

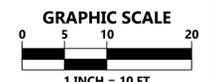
LEHIGH COUNTY AUTHORITY 1053 SPRUCE RD PO BOX 3348 ALLENTOWN, PA 18106 CONTACT: JASON PETERS EMAIL: JASONPETERS@LEHIGHCOUNTYAUTHORITY.ORG	VERIZON BUSINESS FORMERLY MCI 400 INTERNATIONAL PARKWAY RICHARDSON, TX 75081 CONTACT: DEAN BOYERS EMAIL: INVESTIGATIONS@VERIZON.COM
LUMEN FORMERLY LEVEL 3 1025 ELDERADO BLVD BROOMFIELD, CO 80021 CONTACT: LUMEN OPERATOR PERSONNEL EMAIL: RELOCATIONS@LUMEN.COM	PPL ELECTRIC UTILITIES CORPORATION 437 BLUE BIRCH RD PAINOS, PA 17860 CONTACT: DOUG HAUPT EMAIL: DLHAUPT@PPLWEB.COM
ALLENTOWN CITY OF D&W BUREAU OF ENGINEERING 641 S 10TH ST ALLENTOWN, PA 18103 CONTACT: ADAM FISHER EMAIL: ADAM.FISHER@ALLENTOWNPA.GOV	ZAYO BANDWIDTH FORMERLY PPL TELCOM LLC 170 ROBBINS RD DOWNSBORO, PA 19335 CONTACT: JOHN HOWELLS EMAIL: JOHN.HOWELLS@ZAYO.COM
USIC LOCATING SERVICES LLC 9045 N RIVER ROAD SUITE 300 INDIANAPOLIS, IN 46240 CONTACT: USIC DISPATCH	UGI UTILITIES INC 2121 CITY LINE ROAD BETHLEHEM, PA 18017 CONTACT: TIMOTHY STEWARD EMAIL: TSTEWARD@UGI.COM
CENTURY LINK 1025 ELDERADO BLVD BROOMFIELD, CO 80021 CONTACT: CENTURY LINK OPERATOR PERSONNEL EMAIL: RELOCATIONS@LUMEN.COM	VERIZON BUSINESS FORMERLY MCI 7000 WESTON PKWY CARY, NC 27513 CONTACT: VICTOR WOOD EMAIL: VICTOR.S.WOOD@VERIZON.COM

**SITE INFORMATION**

EX LOT 1 PAR. ID: 549790819126 SITE ADDRESS: 901 W. HAMILTON ST. ALLENTOWN, PA 18101 DEED BK. 416, PG 647	EX LOT 2 PAR. ID: 549790734206 SITE ADDRESS: 26 N. 9TH ST. ALLENTOWN, PA 18101 DEED BK. 1144 PG 0744
---	--

**OWNER**

EX LOT 1 PENNA POWER & LIGHT CO PPL-REAL ESTATE TAXES (GENN2) 2 N 9TH ST ALLENTOWN, PA 18101-1139 PAR. ID: 549790819126	EX LOT 2 PENNA POWER & LIGHT CO PPL-REAL ESTATE TAXES (GENN2) 2 N 9TH ST ALLENTOWN, PA 18101-1139 PAR. ID: 549790734206
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**PLAN NOTATION**  
ONLY THOSE PLANS WHICH CONTAIN A DIGITAL IMPRESSED, OR COLORIZED INK SEAL OF THE RESPONSIBLE PROFESSIONAL SHALL BE CONSIDERED VALID. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE OWNER DESIGNATED HEREON. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT THE WRITTEN CONSENT OF VAN CLEEF ENGINEERING ASSOCIATES IS PROHIBITED. RELIANCE ON THIS PLAN FOR ANY PURPOSE OTHER THAN THAT WHICH IS INTENDED SHALL BE AT THE SOLE DISCRETION AND LIABILITY OF THE APPLICABLE PARTY.

DATE:	OCTOBER 19, 2023
SCALE:	1" = 10'
DESIGNED BY:	- - -
DRAWN BY:	KAH
CHECKED BY:	MJG
JOB NO.:	23-06-ALT

MICHAEL J. GULA, PLS  
PENNSYLVANIA PROFESSIONAL SURVEYOR NUMBER 53075413

10/19/23  
DATE

**Van Cleef**  
ENGINEERING WITH FOCUS

VAN CLEEF ENGINEERING ASSOCIATES, LLC  
1645 VALLEY CENTER PARKWAY, SUITE 100, BETHLEHEM, PA 18017  
WEB: WWW.VANCEEFENGINEERING.COM  
PHONE (610) 332-1772

Bridges/Highways  
Construction Inspection  
Environmental  
Geotechnical/Dams  
Landscape Architecture  
Local/Regional Planning  
Municipal Engineering  
Site Development  
Surveying/Aerial Drones/GIS  
Water/Wastewater

**BOUNDARY RETRACEMENT SURVEY PLAN**  
FOR  
**PENNSYLVANIA POWER & LIGHT COMPANY**

CITY OF ALLENTOWN, WARD 7  
LEHIGH COUNTY, PENNSYLVANIA

2  
2

E:\Projects\2306-ALT\Surveying\Drawings\2306-ALT.dwg - 10/19/23

Exhibit "B-1"

**LIST OF PERSONAL PROPERTY**

- (1) All heating, ventilating and air conditioning equipment, and related machinery.
- (2) All wall-to-wall carpeting, window screens and garbage disposals, whether personalty or fixtures.
- (3) All items listed on Schedule I attached to and made a part of this Exhibit, to be completed during the Investigation Period.

Exhibit "B-2"

**LIST OF EXCLUDED PROPERTY**

(1) Any personal property, facilities, equipment or fixtures located in the areas covered by that certain Easement Agreement granted from DDCAP Allentown, LLC to PPL Electric Utilities Corporation dated \_\_\_\_\_ and recorded \_\_\_\_\_ (the "PPL Easement").

(2) Any personal property, facilities, equipment or fixtures located in the areas covered by that certain License Agreement between PPL Electric Utilities Corporation and the City of Allentown dated April 1, 2018 as the same may be assigned (the "City License").

(3) Any personal property, facilities, equipment or fixtures located in the areas covered by that certain Lease between DDCAP Allentown, LLC and PPL Electric Utilities Corporation and dated \_\_\_\_\_ (the "PPL Lease").

(4) Any other personal property, facilities, equipment or fixtures owned by any tenant, licensee or grantee under the PPL Easement, the City License or the PPL Lease.

Exhibit "C"

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that PPL Electric Utilities Corporation, formerly known as Pennsylvania Power & Light Company ("Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by DDCAP Allentown, LLC ("Purchaser") at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and delivered, and by these presents does grant, bargain, sell and deliver unto Purchaser the fixtures, tools, furniture and furnishings remaining in the improvements located on those certain parcels identified as Lehigh County parcel number 549790734206-1 located at 26-44 North 9<sup>th</sup> Street, and Lehigh County parcel number 549790819126-1 located at 901-909 West Hamilton Street, both in Allentown, Lehigh County, Pennsylvania, **BUT SPECIFICALLY EXCLUDING** any personal property, equipment, facilities or fixtures located in the areas covered by (i) that certain Easement Agreement granted from DDCAP Allentown, LLC to PPL Electric Utilities Corporation dated \_\_\_\_\_ and recorded \_\_\_\_\_ (the "PPL Easement"), (ii) that certain License Agreement between PPL Electric Utilities Corporation and the City of Allentown dated April 1, 2018 as the same may be assigned (the "City License"); and (iii) that certain Lease between DDCAP Allentown, LLC and PPL Electric Utilities Corporation and dated \_\_\_\_\_ (the "PPL Lease") and any other personal property, equipment or fixtures owned by any tenant, licensee or grantee under the PPL Easement, the City License or the PPL Lease (collectively, the "Excluded Personal Property").

TO HAVE AND TO HOLD this property unto the said Purchaser, its successors and assigns, to and for its own proper use, benefit and behoof forever.

AND the Seller, its successors and assigns, warrant and forever defend title to such property unto Purchaser, its successors and assigns, from and against all persons whomsoever.

IN WITNESS WHEREOF, intending to be legally bound, Seller has caused this instrument to be executed as a sealed instrument the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Seller**

By: \_\_\_\_\_ (Seal)

Exhibit "D"

**FIRPTA CERTIFICATE**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon my disposition of a U.S. real property interest, I, \_\_\_\_\_, hereby certify the following:

- (i) Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
- (ii) Seller's U.S. taxpayer identification number is \_\_\_\_\_; and
- (iii) Seller's address is: 901 Hamilton Street, Allentown, Lehigh County, Pennsylvania, 18101.

Seller understands that the above information may be disclosed to the Internal Revenue Service by the transferee and that any false statement Seller made here could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this instrument and to the best of my knowledge and belief it is true, correct, and complete.

Dated:

Exhibit "E"

**ASSIGNMENT OF CITY LICENSE**

THIS ASSIGNMENT made this \_\_\_ day of \_\_\_\_\_, 2024 to be effective as of \_\_\_\_\_, 2024 (the "Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_ having an office at \_\_\_\_\_ ("Assignor") and \_\_\_\_\_, a \_\_\_\_\_ having an office at \_\_\_\_\_ ("Assignee").

RECITALS

A. Pursuant to a certain Agreement of Sale and Purchase dated as of February \_\_\_\_\_, 2024 (the "Agreement of Sale"), Assignor has agreed to sell to Assignee, upon the terms, provisions and conditions set forth therein, certain property (hereinafter "Property") located in 901 West Hamilton Street and 2 North Ninth Street, Allentown, Pennsylvania, all as more particularly described in the Agreement of Sale.

B. In connection with the sale and purchase of the Property, Assignor desires to assign to Assignee a license encumbering the Property and Assignee desires to accept said assignment and assume the obligations of Assignor under said license upon the terms, covenants and conditions set forth in this instrument.

NOW, THEREFORE, in consideration of the purchase price paid by Assignee to Assignor for the Property, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's and the licensor's right, title and interest in and to that certain License dated April 1, 2018 attached hereto (the "City License").

2. Right to Assign. Assignor represents and warrants that Assignor has the full right to assign the Tenant License, any and all rents and claims arising thereunder, free and clear of any security or other interests of any other party.

3. Assumption. As of the Effective Date, Assignee accepts said assignment and assumes all obligations on the part of the licensor under the City License first arising or accruing on the Effective Date of this Assignment.

4. Indemnification by Assignor. Assignor shall indemnify, defend and hold Assignee harmless from and against any claim, demand, cause of action, charge, judgment, damage, liability, cost or expense (including, without limitation, reasonable attorney's fees and legal costs) (a) arising out of the City License in connection with events occurring prior to the Effective Date of this Assignment, or (b) arising out of any claim by any tenant arising prior to the Effective Date of this Assignment with respect to any escrow or security or other tenant deposit but only to the

extent of the amount of such deposit and interest thereon payable to a tenant not transferred by Assignor to Assignee.

5. Indemnification by Assignee. Assignee shall indemnify, defend and hold Assignor harmless from and against any claim, demand, cause of action, charge, judgment, damage, liability, cost or expense (including, without limitation, reasonable attorneys' fees and legal costs) (a) arising out of the City License in connection with events occurring on or after the Effective Date of this Assignment or (b) arising out of any claim by any tenant arising on or after the Effective Date of this Assignment with respect to its escrow or security or other deposit but only to the extent of the amount of such deposit and interest thereon transferred by Assignor to Assignee and not returned to such tenant by Assignee.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this instrument to be executed by their duly authorized representatives on the day and year first above written.

ASSIGNOR:

ASSIGNEE:

ADD NOTARY AFFIDAVITS

Exhibit "F"

**PPL LEASE**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "**Lease**") is made as of the \_\_\_ day of \_\_\_\_\_, 2024 (the "**Effective Date**"), between DDCAP ALLENTOWN, LLC, a Pennsylvania limited liability company ("**Landlord**"), and PPL Electric Utilities Corporation, a Pennsylvania corporation ("**Tenant**").

**WITNESSETH:**

WHEREAS, Landlord, simultaneously with the execution of this Lease, is acquiring from Tenant title to that certain tract of land, buildings (each, a "**Building**" and collectively, the "**Buildings**") and other improvements located thereon, commonly known as 2 N. 9<sup>th</sup> St, Allentown, Lehigh County, Pennsylvania, and having Tax Parcel I.D. Nos. 549790819126-1 and 549790734206-1 (collectively with the improvements described below hereinafter referred to as the "**Property**"); and

WHEREAS, the structure located on Tax Parcel I.D. Nos. 549790819126-1 is known as the "Tower", the structure located on Tax Parcel I.D. 549790734206-1 is known as the "North Building", and the structure that connects the two buildings is known as the "Tie Building."

WHEREAS, Tenant requires additional time to remove certain facilities and equipment from the Property related to its operations as a public utility, and in furtherance thereof, Tenant desires to lease portions of the Property from Landlord, and Landlord agrees to lease a portion of the Property to Tenant, on and subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, incorporating the foregoing Recitals as a material part hereof, and intending to be legally bound hereby, agree as follows:

1. Premises. Subject to and upon the terms, conditions, covenants, and undertakings hereinafter set forth, Landlord does hereby demise and lease to Tenant, and Tenant does hereby take and lease from Landlord, that certain portion of the Property as follows: all basements of the buildings (Tower basement, Tie basement and North Building 1B and 2B); North Building Floor 1/Loading Dock Extension; Telephone Closet on Mezzanine of Tower; Security Command Center on Tie Building Floor 2; North Building Roof and Penthouse; and all electrical closets in all Buildings (collectively, the "**Premises**").

2. Use. The Premises shall be locked with security measures prohibiting access by Landlord, including but not limited to onsite security at all times. The Premises may be used and

occupied for Tenant's business and for related purposes. Tenant shall have unobstructed, exclusive access to and use of the Premises, 24 hours per day, 7 days per week. Landlord shall not conduct, permit, or allow any construction, renovation, or other use on the Property that will impair Tenant's access or ability to use the Premises during the Term (defined below). Landlord shall notify and obtain approval from Tenant's designated representative prior to Landlord accessing the Premises and performing any working on or in the Premises and the Premises support systems, including but not limited to HVAC, building automation, electrical, telecommunication, fire alarms and suppression systems, backup generation system, and water and sanitary systems. (collectively, the "**Restricted Systems**"). For purposes of this section, the term "**Control**" shall mean that Tenant shall have the right to direct and manage the repair, replacement, maintenance, use, and alteration of the Restricted Systems, and no actions may be taken that may impact the Restricted Systems without the prior review and approval of Tenant. Tenant shall have unrestricted access to the exterior façade of all buildings on the Property, and such other areas as are reasonably necessary for the installation and maintenance of telecommunications and power equipment and cabling, including, but not limited to, the use of mounted or armored cabling and emergency generation equipment. Tenant is hereby permitted to install and use cameras and special locking and access control mechanisms within and along the perimeter of the Premises.

3. Term.

(a) Initial Term. The initial term of this Lease shall commence on *[INSERT SETTLEMENT DATE]* (the "**Commencement Date**") and shall expire on June 30, 2025 (the "**Initial Term**"), unless sooner terminated or renewed as set forth herein.

(b) Renewal Term. Upon expiration of the Initial Term (provided Tenant is not then in default beyond any applicable notice and cure periods), Tenant shall have two (2) renewal options, each of which shall be for an additional six (6) month period (each, a "**Renewal Term**"), commencing on the day immediately following the expiration of the current Term, and, unless sooner terminated pursuant to the provisions hereof, ending at 11:59 p.m. local time on the last day of the sixth month following the commencement of such Renewal Term. Tenant shall exercise its option to renew this Lease as provided above by giving Landlord written notice of such election no later than thirty (30) days prior to the expiration of the then current Term. All of the terms and conditions of this Lease shall apply to the Renewal Term, except that Tenant shall have no rights to renew this Lease other than those set forth in this Section 3. All references in this Lease to the "**Term**" shall be deemed to include the Initial Term and the Renewal Term if Tenant exercises its renewal right pursuant to this Section 3, unless the context indicates otherwise.

4. Rent. Tenant shall pay to Landlord for the use and occupancy of the Premises during the Term, rent of Eighteen Dollars (\$18.00) per square foot of the Premises, which square footage shall be measured by Tenant and submitted to Landlord on or before the Commencement Date, with the total annual rent being such square footage multiplied by Eighteen Dollars (\$18.00) per square foot ("**Rent**"). Rent shall be payable in advance in equal monthly installments, without demand, setoff, or deduction (except as set forth in Section 16) on the first day of each calendar month during the Term. If the Term commences on any day other than the first (1<sup>st</sup>) day of a calendar month, Rent shall be prorated on a daily basis until the first (1<sup>st</sup>) day of the first calendar month following the Commencement Date.

5. Taxes and Impositions. Landlord shall pay timely all real estate taxes and assessments that may be levied or assessed upon the Premises and/or the Property accruing during the Term (“Taxes”). In no event shall Tenant be liable for and/or be required to pay or discharge any (i) any interest, fines or penalties assessed as a result of Landlord’s failure to pay, or timely pay, any Taxes required to be paid by Landlord; or (ii) any excess profit taxes, franchise taxes, gift taxes, realty transfer taxes or fees, or any income taxes of Landlord.

6. Maintenance, Alterations, and Repairs.

(a) Tenant Responsibilities. Tenant shall, at its sole cost and expense, during the Term, keep, maintain and repair the Premises and the systems identified in Paragraph 2 above. Notwithstanding the foregoing, if such maintenance and repair is necessitated by reason of the negligence or intentional acts or omissions of Landlord or Landlord’s agents, servants, employees, contractors, guests, invitees, or licensees, then Landlord shall reimburse Tenant, upon demand, for the costs and expenses thereof.

(b) Landlord Responsibilities. Except for the Tenant Repair Obligations, Landlord, at its sole cost and expense, shall keep, maintain, repair and replace all systems and areas within the Property including, without limitation, the following: (i) the footings, foundation, and bearing walls of the Building; (ii) exterior windows and doors; (iii) the roof; (iv) all structural components/portions of the Building and/or the property; (v) the HVAC system; (vi) the external utility and other systems, feeds, and connections serving the Building (including, without limitation, fire alarms and suppression systems, electrical systems, telecommunication systems, water and sanitary systems, and generators); (vii) storm drains and sewers; (viii) paving, patching, and striping the parking lot/deck; (ix) exterior painting; (x) repairs to the curbing, sidewalks, loading areas, walkways, stairs, gutters, and downspouts; (xi) elevator shafts, elevators, stairwells; (xii) replacement of any of the Tenant Repair Obligations; and (xiii) all other areas of the Building and Property (including, without limitation, the parking deck) not specifically enumerated herein (collectively, “**Landlord’s Repair Obligations**”).

(c) Notification. Landlord shall notify and obtain approval from a designated representative of Tenant prior to performing any of Landlord’s Repair Obligations that may have any impact on Tenant’s use and/or occupancy of the Premises. In the event of a bona fide emergency relating to the Premises, Landlord shall notify Tenant’s onsite security representative prior to entering the Premises, and shall only enter the Premises without being accompanied by the designated onsite security representative of Tenant if such representative is unresponsive to Landlord’s notification and/or does not timely respond.

7. Compliance with Law. Tenant shall, at its sole cost and expense, at all times throughout the Term, comply with the requirements of all constituted public authorities, with the terms of any federal or state statute or local ordinance or regulation applicable to Tenant’s use of the Premises and with the requirements of Landlord’s and Tenant’s insurance carriers, provided, however, that nothing contained herein shall require Tenant to make any alterations to the Premises or to remedy any situation other than a situation directly caused by Tenant. If, following the Commencement Date, any law or regulation is enacted or adopted, or there is any change in any law or regulation or the interpretation thereof by any court or regulatory body or other governmental authority charged with the administration thereof, or Tenant must comply with any

request or directive (whether or not having the force of law) of any such court, governmental or regulatory body (any such law, regulation, change, interpretation or compliance being referred to as a “**Legal Requirement**”), and such Legal Requirement either (a) substantially impairs Tenant’s use of the Premises, or (b) requires the repair or upgrade of the Premises in order to comply with such Legal Requirement, then in either of such events Landlord shall make, at Landlord’s sole cost and expense, the improvements or repairs necessary to comply with such Legal Requirement (subject to Section 6(c) above).

8. Assignment and Subletting. Tenant shall not assign, convey, mortgage, pledge, encumber, or otherwise transfer this Lease or any interest therein, sublet the Premises or any part thereof, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant and/or Tenant’s affiliates or subsidiaries, without receiving Landlord’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported transfer, encumbrance, pledge, mortgage, assignment, or subletting not in compliance herewith shall be void and of no force or effect. Any permitted assignment or sublease shall contain a provision whereby the assignee or subtenant agrees to comply with and be bound by all of the terms, covenants, conditions, provisions, and agreements of this Lease to the extent applicable, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each assignment or sublease and an agreement of compliance by each assignee or subtenant. Any sublease shall also contain a provision that in the event of default by Tenant hereunder and a termination of this Lease by Landlord, such subtenant shall, at Landlord’s option, attorn to Landlord as if Landlord were the lessor under the sublease.

9. Utilities. Tenant shall, at its own cost and expense, pay, or cause to be paid, all charges, when due, for electricity in the Tie Building and the North Building. In no event shall Tenant be liable for and/or be required to pay or discharge any interest, fines or penalties assessed as a result of Landlord’s failure to pay, or timely pay, any utilities required to be paid by Landlord.

10. Indemnification.

(a) Indemnification of Landlord. Tenant agrees to indemnify, defend, protect and hold harmless Landlord from and against any and all liabilities, obligations, claims, damages, costs, and expenses, including reasonable attorney’s fees (except to the extent Landlord is compensated by insurance maintained by Landlord or Tenant and except for such of the foregoing which arose from the negligence or intentional act or omission of Landlord or Landlord’s agents, servants, employees, contractors, guests, invitees, or licensees), incurred by or asserted against Landlord by reason of (i) any act or omission of Tenant or Tenant’s agents, servants, employees, contractors, guests, invitees, or licensees, or (ii) any failure on the part of Tenant to perform or comply with any of the terms of this Lease.

(b) Indemnification of Tenant. Landlord agrees to indemnify, defend, protect, and hold harmless Tenant and its agents, servants, employees, officers, directors, partners, successors, and assigns from and against any and all liabilities, obligations, claims, damages, costs, and expenses, including reasonable attorney’s fees (except to the extent Tenant is compensated by insurance maintained by Landlord or Tenant and except for such of the foregoing which arose from the negligence or intentional act or omission of Tenant or Tenant’s agents, servants, employees, contractors, guests, invitees, or licensees), incurred by or asserted against Tenant by

reason of (i) any act or omission of Landlord or Landlord's agents, servants, employees, contractors, guests, invitees, or licensees, or (ii) any failure on the part of Landlord to perform or comply with any of the terms of this Lease.

11. Insurance.

(a) During the Term, Tenant shall obtain Primary General Liability and Excess Liability coverage including property damage and personal liability in the amount of \$5,000,000 as set forth on the Certificate of Insurance attached hereto.

(b) Except as expressly provided in this Lease, Landlord shall not be liable for any loss or damage to Tenant's property or to the business of Tenant resulting in any way from the fire or other casualty or from the repair and restoration of the damage, except to the extent such loss or damage is caused by the negligence or willful misconduct of Landlord or Landlord's agents, servants, employees, contractors, guests, invitees, or licensees.

12. Landlord Access to Premises. Landlord, or Landlord's authorized agents, representatives, or employees, may only enter the Premises while being escorted by an authorized agent, representative, or employee of Tenant and coordinating entrance with Tenant's security personnel. Landlord must provide at least at least twenty-four (24) hours' prior notice to Tenant of Landlord's desire to enter the Premises.

13. Fixtures and Equipment. All trade fixtures and equipment purchased and/or owned by Tenant and installed or placed by Tenant in the Premises whether affixed to the Premises or not, shall be and remain the property of Tenant and shall not become the property of Landlord. Such trade fixtures and equipment shall not be subject to a Landlord's lien and upon request from Tenant, Landlord shall execute, acknowledge, and deliver such waiver or waivers of Landlord's lien or rights to distraint as may reasonably be required or requested by Tenant or any party providing financing to Tenant from time to time during the Term. At the expiration or earlier termination of this Lease, or any extension or renewal hereof, Tenant shall have the right to remove all of its fixtures and equipment from the Premises, provided that Tenant shall adequately repair any damage to the Premises resulting from such removal.

14. Default. Each of the following events shall be considered an "Event of Default":

(a) The failure of Tenant to pay any installment of Rent or any other sum payable by Tenant when due; provided, however that Tenant shall have a period of thirty (30) days to cure any such default. Further provided, and notwithstanding the foregoing, Tenant shall not be considered to be in default with respect to any installment or sum properly withheld in accordance with Section 16 of this Lease.

(b) The failure to perform, or the violation or breach by Tenant of any of the terms, covenants or conditions hereof, which failure, violation or breach shall continue unremedied by Tenant for a period of thirty (30) days after written notice thereof shall have been given to Tenant by Landlord and Tenant shall not within such thirty (30) day period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default during the commercially reasonable period of time necessary to cure.

(c) The insolvency of Tenant as evidenced by an assignment by Tenant for the benefit of creditors, a Petition in Bankruptcy being filed by Tenant, the adjudication of Tenant as a bankrupt, the filing against Tenant of a petition for appointment of a receiver of all or any substantial part of Tenant's assets or property, either in bankruptcy or other insolvency proceedings, unless such proceedings shall be stayed or dismissed within sixty (60) days after the filing thereof.

15. Remedies of Landlord. Upon the occurrence of any uncured Event of Default, Landlord may at any time thereafter:

(a) Declare the balance of all Rent due throughout the Initial Term hereof, or if the Initial Term shall have expired, the balance of any Renewal Term that was effectively exercised by Tenant, at the option of Landlord, to be accelerated and immediately due and payable (the "**Accelerated Rent Component**").

(b) Where there is an uncured Event of Default by Tenant and Tenant has vacated the Premises, Landlord shall mitigate its damages by making commercially reasonable efforts to relet the Premises on commercially reasonable terms. Landlord may relet for a shorter or longer period of time than the remainder of the Term and make any necessary repairs or alterations. If Landlord relets for a period of time longer than the current Term, then any special concessions given to the new tenant shall be allocated throughout the entire reletting term to not unduly reduce the amount of consideration received by Landlord during the remaining period of Tenant's Term under this Lease.

16. Landlord Default. If Landlord defaults in the performance of any material term, covenant, or condition required to be performed by it under this Lease, and such failure shall not be cured for a period of thirty (30) days after written notice thereof from Tenant to Landlord and Landlord shall not within such thirty (30) day period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default during the commercially reasonable period of time necessary to cure, then Landlord shall be in default. In such case, Tenant shall have the right, but not the obligation, to perform Landlord's obligation and offset the associated costs against the Rent if Landlord does not reimburse Tenant for the actual, reasonable, and documented cost thereof within thirty (30) days of being presented an invoice (and any additional documentation associated therewith). In addition, Tenant may pursue any other legal or equitable remedies, including, but not limited to, terminating this Lease.

17. No Waiver. The failure on the part of Landlord or Tenant to insist at any time upon the strict performance of any one or more of the provisions of this Lease shall not be deemed to be a waiver of any of the rights or remedies that Landlord or Tenant may have and shall not be deemed to be a waiver of any subsequent breach or default of the provisions of this Lease.

18. Priority. This Lease shall be subject and subordinate to any mortgage which is currently of record affecting the Premises as of the Commencement Date, provided that Landlord shall obtain an agreement from the holder of such mortgage to the effect that so long as Tenant shall well and truly comply with terms, covenants and conditions hereof, such mortgagee shall not

disturb the possession of Tenant and foreclosure pursuant to such mortgage shall not affect this Lease or the rights of Tenant herein.

19. Notices. All notices or demands required or permitted to be given or served pursuant to this Lease shall be deemed to have been given or served only if in writing forwarded by (a) certified mail postage prepaid, (b) a nationally recognized overnight carrier such as Federal Express, or (c) via e-mail so long as a copy is sent concurrently via (a) or (b), and addressed as follows:

TO TENANT AT: PPL Electric Utilities Corporation  
Attn: Thomas Martino  
827 Hausman Road  
Allentown, PA 18104  
E-mail: [tmartinojr@pplweb.com](mailto:tmartinojr@pplweb.com)

WITH A COPY TO: Mallory Sweeney, Senior Counsel  
Two City Center  
645 West Hamilton Street  
Suite 700  
Allentown, PA 18101  
E-mail: [mjsweeney@pplweb.com](mailto:mjsweeney@pplweb.com)

TO LANDLORD AT: DDCAP Allentown, LLC  
11 West Market Street  
3<sup>rd</sup> Floor  
Wilkes-Barre, PA 18701  
E-mail: [ndye@ddrealty.net](mailto:ndye@ddrealty.net)  
Attention: Nicholas Dye

WITH A COPY TO: Hoegen & Associates, P.C..  
152 South Franklin Street  
Wilkes-Barre, PA 18701  
E-mail: [fhoegen@hoegenlaw.com](mailto:fhoegen@hoegenlaw.com)  
Attention: Francis J Hoegen, Esquire

All notices to Tenant under this Lease shall be conclusively presumed to have been delivered on the third (3<sup>rd</sup>) business day after mailing by United States mail, first class, certified, return receipt requested and postage prepaid, upon the date of delivery if sent by Federal Express or any other nationally recognized overnight courier, upon the date of delivery if sent via e-mail.

20. Quiet Enjoyment. Landlord covenants that Landlord has the right and authority to enter into this Lease and that Tenant may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term or terms herein provided and for Tenant's intended uses and purposes, subject nevertheless to this Lease.

21. Miscellaneous.

(a) Governing Law; Venue. This Lease shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. Any legal suit, action, dispute, or other proceeding arising out of or related to this Lease shall be subject to the exclusive jurisdiction of the state courts situated in Lehigh County, Pennsylvania, and the parties hereby irrevocably agree that all claims in respect of such legal suit, action, dispute, or other proceeding shall be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of the venue of any such action or proceeding brought in any such court, and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum. The parties agree to waive their right to a jury trial in any litigation relating to this Lease.

(b) Headings. The topic headings preceding the text of the several sections and subsection of this Lease are inserted solely for the convenience of the parties and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

(c) Amendment; Modification. This Lease may not be modified or amended except by a writing executed by each of Landlord and Tenant.

(d) Severability. If any provision of this Lease shall be held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as though such invalid, illegal, or unenforceable provision had not been included herein unless so would materially alter the benefits and burdens the parties hereto have bargained for. If a provision of this Lease shall be subject to two (2) constructions, one of which would render such provision invalid, then such provision shall be given that construction which would render it valid.

(e) Entire Lease. This Lease, and the exhibits hereto, if any, constitutes the entire contract between the parties hereto, and there are no other understandings, representations, or warranties, oral or written, relating to the subject matter hereof that are not set forth herein.

(f) Binding Intent. This Lease shall be binding upon Landlord and Tenant and their respective successors, and assigns.

(g) Legal Fees. If either fails to perform any of its obligations set forth in this Lease, and the non-breaching party employs one or more attorneys to enforce its rights and remedies under this Lease and applicable law and/or equity, and then the breaching party shall pay non-breaching party's reasonable and actually incurred attorneys' fees, plus all other costs and expenses.

(h) No Presumption Against Drafter. Landlord and Tenant understand, agree, and acknowledge that (i) this Lease has been freely negotiated by both parties; and (ii) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of such party having drafted this Lease or any portion thereof.

(i) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one original Lease. A signed copy of this Lease delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

*[Remainder of page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the Effective Date.

**LANDLORD:**

**DDCAP ALLENTOWN, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

**PPL ELECTRIC UTILITIES CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

