



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET
HARRISBURG, PENNSYLVANIA 17120
<http://www.puc.pa.gov>

June 13, 2025

DATE OF DEPOSIT

DATE OF DEPOSIT

JUN 26 2025

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

A-6228036

A-2025-3055701

FIRST CHOICE HOME & COMMUNITY SERVICES INC
1349 CHESTER PIKE
SHARON HILL PA 19709

**RE: APPLICATION OF FIRST CHOICE HOME & COMMUNITY
SERVICES INC**

To Whom It May Concern:

On June 10, 2025, the application of First Choice Home & Community Services Inc, at A-2025-3055701, as a motor carrier was accepted for filing and docketed with the Public Utility Commission. In order for the Commission to proceed with the application, additional information is required.

Please forward the information to the Secretary of the Commission at the following address **within ten (10) working days** from the date of this letter.

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

ALL Parties to proceedings pending before the Commission are advised to open and use an e-filing account through the Commission's website, OR you may submit your filing by mail. If a filing contains confidential or proprietary material, the filing is required to be submitted by mail.

Your answers should be verified per 52 Pa Code § 1.36. Accordingly, you must provide the following statement with your responses:

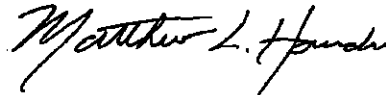
I, Abdulia Tall, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

The blank should be filled in with the name of the appropriate company representative, and the signature of that representative should follow the statement.

Failure to comply with this request within 10 working days from the date of this letter will result in the denial of the application.

Please direct any questions to Jerome Elliott, Bureau of Technical Utility Services at 717-214-7155. Faxed or emailed filings are **not** accepted.

Sincerely,



Matthew L. Homsher
Secretary

Enclosure

Docket No. A-2025-3055701
FIRST CHOICE HOME & COMMUNITY SERVICES INC

Request for Information

- 1.) Regarding Question #10 on the application for a proposed service area: a Contract Carrier authority, for which you have applied, requires the Counties from which you intend to originate services, (only list counties originating in) as well as a complete list of licensed brokers that you intend to work with, a signed contract for each, which must include rates to be charged. While any number of contractors can be used simultaneously, none can be added after the permit is issued. Changes at that time require an additional application(s). Note that Paratransit Authority (which your application could be switched to by returning a completed application to substitute for Contract Carrier, has more flexibility in regard to contract work. Please call Jerome Elliott, 717-214-7155 for further clarification if it is needed.
- 2.) Regarding Question #4 of the Verified Statements: no explanation of the physical location was included, nor was it explained how communication with drivers will be conducted.
- 3.) The responses to questions 5(a), 5(b), 5(c), 5(d) and 5(e) of the verified statements are insufficient. Title 52 Pa. Code § 29 provides detailed requirements. Please provide a system which incorporates code specified compliance requirements for collection and retention of records on your drivers. Each of your answers to sections of this question were insufficient:
 - § 29.503. Age restrictions.
 - § 29.504. Driver history
 - § 29.505. Criminal history.

- 4.) Question #7 was left blank. Please provide information on your vehicle safety program that is compliant with 67 PA Code, Chapter 175.
- 5.) Your statement of Financial Position appears to include your home. The information provided should be limited to those funds dedicated to operating this business, there should be no comingling of personal funds or assets. Note that in order for a Permit to be issued, vehicles must be registered and insured in the name of the company, all of which are PUC requirements.

The purpose of the verified statement questions is to determine your ability to provide safe, efficient, and reasonable transportation. It is in your best interest to provide accurate, complete, and timely responses. Failure to do so is sufficient grounds to justify the denial of your application because you have failed to provide sufficient evidence of your fitness to operate. Be advised that additional corrections may not always be requested; therefore, prior to submitting your responses, your consultation with an attorney or financial expert familiar with Commission regulated Motor Carrier related proceedings is highly encouraged.



FIRST CHOICE HOME AND COMMUNITY SERVICE

50 Jackson Ave Suite 200, Collingdale PA, 19023

Tel: 610-461-1693; Fax: 610-461-2587

SUMMARY

First Choice is specialized and interested in providing Non-Emergency Medical Transportation Services (NEMT). This service is provided to individuals who need assistance getting to and from medical appointments but are not experiencing an emergency, providing options for those with mobility needs or requiring more than a standard taxi can offer. These services are crucial for ensuring access to healthcare, especially for individuals with disabilities, the elderly, and those with limited transportation options.

RESPONSES

QUESTION # 10

In reference to the originating counties where services will be provided, it includes Philadelphia, Delaware, Montgomery, and Chester counties.

We intend to work with series of brokers. Below are the list of providers we intend to contract with!

- a. MTM
- b. HealthPlus Trans
- c. Ilingo2
- d. Modivcare

We have approached several providers and initiated the process. However, a valid Pennsylvania Public Utility Commission Certificate is required to proceed with certain contracting vendors.

Question # 4.

First Choice is located in Sharon Hill Pa with physical address of 1349 Chester Pike, Sharon Hill Pa 19709. This address will host all operations and record retention. All agency vehicles are parked and inspected for efficient serving provision. For communication with drivers for such a service, communication will be done through hands free devices installed in each vehicle.

Question 5a, 5b, 5c, 5d, and 5e.

Drivers providing services on behalf of First Choice will be thoroughly vetted before allowed to drive. All drivers will be required to be 21 of age or above to be eligible to drive. Drivers must have clean driving records and are required to pass random drug tests which will be conducted randomly.

In addition, First Choice will run full driver history records through PENDOT prior to driving an agency vehicle and annually after an offer is made. Having and maintaining a clean driving record is a prerequisite for employment as well as for continuous employment as a driver with First Choice.

Prior to employment as a driver, a criminal background check will be conducted through the Pennsylvania Access To Criminal History (PATCH). A clean criminal history record is a prerequisite for employment as a driver. Criminal records will also be conducted annually as a requirement for continuous employment.

Question # 7.

First Choice will provide preservice training for all its drivers prior to driving any of its agency vehicles for NEMT. Training will be conducted in collaboration with the National Safety Council (NSC). The NSC provides defensive driving courses that deliver the most relevant, leading-edge content to train drivers to avoid collision, crashes, injuries, etc. These defensive driving courses are essential to providing defensive driving techniques that focus on behavior, judgement, decision making and consequences. All drivers will be required to annually complete the defensive driving training as part of our Inservice training requirements.

Financial Position:

Please note that in our statement of financial report, my home was not included. The property included in the report refers to our office building that was just purchased. The office building is located at 1349 Chester Pike, Sharon Hill Pa 19023. **Please Note: Purchase agreement of the said property included for your review.**

A most recent bank statement has also been provided for your review. Please note that no personal funds were included in the statement of the financial report.

Vehicles to be used for providing services are all insured and registered in the name of First Choice. I have attached vehicle registrations as well as a certificate of insurance for your review.

ATTACHED DOCUMENTS

- a. Responses
- b. Certificate of insurance
- c. Vehicle registration
- d. Property purchase documents
- e. Bank statement

PENNSYLVANIA VEHICLE REGISTRATION

PennDOT is proud to provide you with your new registration credential.

PLEASE SIGN YOUR CREDENTIAL - To validate your credential, you need to sign your name in ink as indicated below. The registration must be available when the vehicle is in use.

DID YOU CHANGE YOUR ADDRESS? - It is important that we have your current address, and the law requires that any changes be reported to PennDOT within 15 days. Please notify PennDOT of any address change by writing to: PennDOT, Bureau of Motor Vehicles, Harrisburg, PA 17104-2516. Please include the following information with your change of address request: your full street address (including P.O. box number, rural delivery, route number or apartment number, if applicable), city, state and zip code. Please remember P.O. box numbers may be used in addition to the actual address, but cannot be used as the only address. You may also change your address online at Online Services Center at WWW.DMV.PA.GOV.

PENNSYLVANIA'S LITTERING LAWS - As a reminder, Pennsylvania has laws against littering on our roadways and on public and private property. Under law, PennDOT is required to include this statement on vehicle credentials to remind motorists of littering laws. By signing your registration credential, you acknowledge that you have received notice of this provision.

Section 3709 of the Pennsylvania Vehicle Code provides for a fine of up to \$300 for dropping, throwing or depositing, upon any highway, or upon any other public or private property without the consent of the owner thereof or into or on the waters of this Commonwealth from a vehicle, any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish or any dangerous or detrimental substance, or permitting any of the preceding without immediately removing such items or causing their removal.

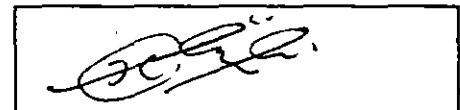
For any violation of Section 3709, you may be subject to a fine of up to \$300 upon conviction, including any violation resulting from the conduct of any other persons operating, in possession of or present within the vehicle with your permission, if you do not with reasonable certainty identify the driver of the vehicle at the time the violation occurred.

PLEASE DRIVE SAFELY AND REMEMBER TO BUCKLE UP

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: JAN 31, 2026 **VALID: 02/06/2024**

PLATE: MCH7402
TITLE: 85420239001-FI
VIN: 3N1AB7AP0FY239813
YR/MAKE: 2015 NISSAN
TYPE: SDN
WID: 24037 2600 036206

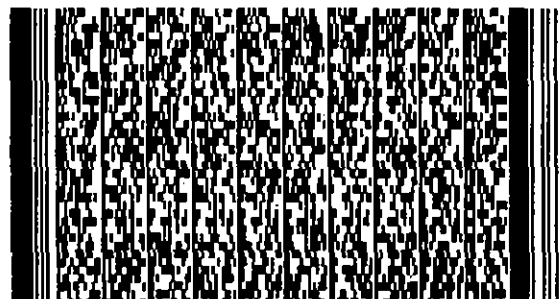


SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: DELAWARE

FIRST CHOICE HOME &
COMMUNITY SERVICES INC
520 PUSEY AVE STE 230
COLLINGDALE PA 19023



PENNSYLVANIA VEHICLE REGISTRATION

PennDOT is proud to provide you with your new registration credential.

PLEASE SIGN YOUR CREDENTIAL - To validate your credential, you need to sign your name in ink as indicated below. The registration must be available when the vehicle is in use.

DID YOU CHANGE YOUR ADDRESS? - It is important that we have your current address, and the law requires that any changes be reported to PennDOT within 15 days. Please notify PennDOT of any address change by writing to: PennDOT, Bureau of Motor Vehicles, Harrisburg, PA 17104-2516. Please include the following information with your change of address request: your full street address (including P.O. box number, rural delivery, route number or apartment number, if applicable), city, state and zip code. Please remember P.O. box numbers may be used in addition to the actual address, but cannot be used as the only address. You may also change your address online at Online Services Center at WWW.DMV.PA.GOV.

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Section 3709 of the Pennsylvania Vehicle Code provides for a fine of up to \$300 for dropping, throwing or depositing, upon any highway, or upon any other public or private property without the consent of the owner thereof or into or on the waters of this Commonwealth from a vehicle, any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish or any dangerous or detrimental substance, or permitting any of the preceding without immediately removing such items or causing their removal.

For any violation of Section 3709, you may be subject to a fine of up to \$300 upon conviction, including any violation resulting from the conduct of any other persons operating, in possession of or present within the vehicle with your permission, if you do not with reasonable certainty identify the driver of the vehicle at the time the violation occurred.


PLEASE DRIVE SAFELY AND REMEMBER TO BUCKLE UP

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL
EXPIRY: APR 30, 2026 VALID: 05/07/2025

PLATE: LSK6480
TITLE: 83351604102 FI
VIN: 5NPDH4AEXCH082581
YR/MAKE: 2012 HYUNDAI
TYPE: SDN
WID: 25127 2605 035816

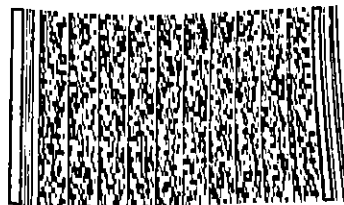
TITLE BRANDS: RECONSTRUCTED VEH

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: DELAWARE


SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code

FIRST CHOICE HOME & COMM
SVCS
520 PUSEY AVE STE 230
COLLINGDALE PA 19023



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is dated as of the 3rd day of December 2024 (the "Effective Date") between DR. RONALD D. FEINBERG, DC, an adult individual with an office address of (1349 Chester Pike Sharon Hill, PA 19079 ("Seller") and FIRST CHOICE HOME & COMMUNITY SERVICES, INC., a Pennsylvania Corporation with a mailing address of 4027 Veterans Highway Unit 2 Levittown, PA 19056 ("Purchaser").

RECITALS

Purchaser desires to purchase, and Seller is willing to sell, the Property (defined hereinafter) upon the terms and conditions set out hereinafter.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth in this Agreement, and intending to be legally bound, Seller and Purchaser hereby agree as follows:

1. Agreement to Sell and Convey. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, one (1) commercial building unit having a street address of 1349 Chester Pike Sharon Hill, PA 19079 with assigned Folio No. 41-00-00400-00 ("Property") together with all of Seller's right, title, and interest in and to:
 - a) all the easements benefiting, and rights of access appurtenant to, the Property; and
 - b) all and singular, the rights and appurtenances pertaining to the Property, including any adjacent streets, roads, alleys, accesses, and rights-of-way.

Notwithstanding the foregoing, Purchaser acknowledges that the sale of Unit under this Agreement shall be, always and in all manners, "as is" and "where is".

2. Purchase Price. Purchaser shall pay Seller the sum of three hundred twenty thousand dollars (\$320,000.00) for the Property (the "Purchase Price"), as follows:
 - a) Upon the execution of this Agreement executed by Seller, Purchaser shall deposit in the trust account of Burns Law, P.C., the sum of twenty thousand dollars (\$20,000.00) (the "Deposit"), which Deposit shall be held in accordance with the terms of this Agreement and applied to the Purchase Price at Closing (defined in Section 10 below) if the transaction is consummated or paid to Seller or Purchaser as provided in this Agreement in the event the transaction is not consummated.
 - b) The balance of the Purchase Price shall be paid, plus or minus closing adjustments, as the case may be, as follows:

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- i. December 15, 2024 - \$75,000.00
- ii. January 15, 2025 - \$75,000.00
- iii. February 17, 2025 - \$150,000.00

3. Due Diligence Items. At Seller's sole cost and expense, Seller shall, within five (5) business days after the Effective Date, furnish to Purchaser true, correct, and complete copies of the items identified in Exhibit A to the extent that they are in the possession of Seller or its agents without any duty to acquire the same (collectively, the "Due Diligence Items"). In addition, during the Inspection Period (as defined below), Seller shall deliver to Purchaser any other documents in Seller's possession and/or control reasonably requested by Purchaser relating to the Property and/or the Seller.
4. Inspection Period. The Parties acknowledge that the due diligence period shall be solely for Purchaser's information and knowledge. Seller will not undertake any repairs. If Purchaser desires to perform any inspections, such inspections shall also be subject to the following terms and conditions:
- a) During the period commencing on the date of execution of the Agreement and ending thirty (30) days thereafter, Purchaser shall be entitled to conduct all investigations of the Property, including non-invasive physical inspections of the Property which Purchaser deems to be appropriate ("Inspection Period").
 - b) Prior to conducting any investigation which involves disrupting any physical item in the Property, Purchaser (or its contractor(s) conducting such physical investigation), shall provide Seller with a certificate of insurance indicating that Purchaser maintains commercial general liability insurance of not less than one million dollars (\$1,000,000.00) per occurrence and not less than two million dollars (\$2,000,000.00) in the aggregate, with Seller named as an additional insured with respect to such coverage.
 - c) Purchaser and its representatives will have access to the Property on at least twenty-four (24) hours' prior telephone notice to Seller or its representatives to perform commercially reasonable non-invasive inspections and tests, including environmental investigations, all at Purchaser's cost. As to any physical investigation Purchaser undertakes with respect to the Property, Purchaser shall restore the Property to the same condition as existed prior to any such investigation and shall not perform any invasive tests without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.
 - d) Prior to expiration of the Inspection Period, Purchaser may elect to terminate this Agreement for any reason or no reason by giving written notice to Seller of Purchaser's election to terminate this Agreement ("Termination Notice"). If Purchaser delivers to Seller a Termination Notice in accordance with this paragraph, this Agreement shall terminate, the Deposit shall be returned to the Purchaser, and thereafter neither party shall have any obligations or liabilities

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under this Agreement except for those expressly stated to survive the termination of this Agreement. If Purchaser does not deliver a Termination Notice to Seller in accordance with this paragraph, Purchaser will be deemed to have completed and satisfied its due diligence and all deposit money will then be deemed to be non-refundable (except in the case of Seller's default).

5. Title Matters.

- a) Purchaser, at its sole cost and expense, shall apply within five (5) business days after the Effective Date for a fee owner's title commitment for the Property, together with copies of all exceptions listed therein (collectively, the "Title Commitment"), issued by the Title Company, Evergreen Land Transfer, whereby the Title Company commits to issue to Purchaser an owner's title insurance policy. In addition, Purchaser, at its sole cost and expense may obtain a new or current survey of the Property ("Survey").
- b) If (i) a Survey shows any easement, right-of-way, encroachment, conflict, protrusion or other matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole discretion, or (ii) any exceptions appear in any Title Commitment that are unacceptable to Purchaser, in Purchaser's sole discretion, Purchaser shall, within two (2) business days, notify Seller in writing of such facts and the reasons therefor (collectively, the "Purchaser's Objections"). No later than three (3) business days after the receipt of the Purchaser's Objections, Seller shall notify Purchaser as to whether Seller intends to take such actions that are necessary to modify or eliminate Purchaser's Objections (if Seller fails to so notify Purchaser, Seller shall be deemed to have elected not to cure such Purchaser's Objections, subject to Seller's obligation in Section 6(c) of this Agreement).
- c) Seller shall have no obligations to eliminate or modify any of the Purchaser's Objections; except, however, Seller shall be responsible for removing at Closing, at its sole expense, the following ("Liens"): (x) mortgages, judgments, mechanics' liens and other monetary encumbrances against the Property and (y) any matter of record voluntarily placed against the Property by Seller after the Effective Date shown on the Title Commitment unless resulting from any act of Purchaser.
- d) Seller shall be obligated to deliver to the Title Company a customary owner's affidavit and any other documents required by the Title Company to enable the Title Company to insure title. Purchaser shall not be required to include any Liens in Purchaser's Objections. Any matters affecting title to the Property which are shown on the Title Commitment or Survey for the Property unless Seller elects to cure any such defect, excluding any Liens and items objected to in Purchaser's Objections (unless waived by Purchaser), are referred to herein as the "Permitted Exceptions".

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- e) If Seller is unable or unwilling (or fails to timely respond to Purchaser's Objections) to eliminate or modify all of Purchaser's Objections to the reasonable satisfaction of Purchaser, Purchaser may (as its sole and exclusive remedy) terminate this Agreement by delivering written notice thereof in writing to Seller no later than the later of the expiration of the Inspection Period or three (3) business days after Purchaser's receipt of Seller's notice indicating that Seller is unwilling or unable to cure any of Purchaser's Objections, in which event the Deposit and all accrued interest thereon (if any) shall be returned to Purchaser and thereafter, neither party shall have any obligations or liabilities under this Agreement except for those obligations or liabilities expressly intended to survive the termination of this Agreement.
 - f) At Closing (hereinafter defined), the Property shall be conveyed to Purchaser, free and clear of all Liens, occupancy rights and leases, other than the leases with tenants (the "Tenants") set forth in Exhibit B (collectively, the "Leases").
6. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following representations and warranties are true and correct as if made on the Effective Date and again on the Closing Date:
- a) Seller is authorized and empowered to enter into this Agreement and perform all its obligations under this Agreement without any qualification whatsoever.
 - b) Upon the signing and delivery of this Agreement, this Agreement will be legally binding and enforceable against Seller in accordance with all its provisions.
 - c) Seller has not committed any act or permitted any action to be taken which would adversely affect its ability to fulfill its material obligations under this Agreement.
 - d) The execution and delivery of this Agreement, and the performance of Seller's obligations under this Agreement, will not violate or breach, or conflict with, the terms, covenants or provisions of any agreement, contract, note, mortgage, indenture, or other document of any kind whatsoever to which Seller is a party or to which any Property is subject.
 - e) Seller is the sole legal and beneficial owner of Property. The Purchase Price for the Property is less than fifty one percent (51%) of the total value of all real estate owned by Seller in Pennsylvania
 - f) No one else has any rights to purchase the Property; and no one has any right to lease, use or occupy the Property other than the Tenants under the Leases.
 - g) The Leases are in full force and effect and Seller is not in default under the Leases. The copy of the Leases (which will include all amendments) and the rent roll to be given to Purchaser will be complete and accurate, and the rent roll will reflect the Leases. Seller, as landlord, has no obligation to pay or perform any

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work under the Leases, and there are no commissions, finder's fees, tenant allowances or improvement costs payable in connection with the Leases or any executed or exercises renewals, expansions, or extensions.

- h) To Seller's knowledge, the Property's zoning classification is GB, General Business.
- i) To Seller's knowledge, the Due Diligence Items and other documents and information to be given to Purchaser will be materially accurate and complete and will not omit any material facts about the Property.
- j) Seller has received no written notice stating that the Property (or any part thereof) violates any zoning, environmental, building, health, fire or similar statute, ordinance, regulation, or code.
- k) Except as disclosed in writing to Purchaser, there are no pending nor, to Seller's knowledge, threatened matters of litigation, administrative action or examination, government investigation, claim or demand including but not limited to real estate tax appeals, relating to the Seller or the Property.
- l) There is no pending nor, to Seller's actual knowledge, contemplated or threatened eminent domain, condemnation or other governmental taking or proceeding relating to the Property or any part thereof.
- m) Seller has received no written notice of (a) any public improvements in off-site improvements (or otherwise) which have been ordered to be made and/or which have not previously been assessed or (b) no special or general assessments pending against or affecting the Property which are not disclosed in the public records.
- n) Seller is not a party to any contract or agreement, other than those of record, which will be binding on Purchaser after Closing.
- o) To Seller's knowledge, all bills and invoices for labor and material of any kind relating to the Property which Seller (rather than the Tenants under the Leases) is obligated to pay have been paid in full and, as of the Closing Date, there will be no liens or other claims outstanding or available to any party in connection with the Property.
- p) To Seller's knowledge, no broker, finder, agent, or other intermediary has or will have any right or claim against Purchaser for any commission, finder's fee or similar amount arising in connection with the sale of the Property unless said right or claim is a result of the actions of Purchaser with respect to such broker in connection with the Property or unless such commission is approved in writing by Purchaser.

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- q) Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445 and any related regulations.
- r) To Seller's knowledge neither Seller nor any holder of an equity interest in Seller (collectively, the "Seller Parties") is subject to sanctions of the United States government or in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations ("Laws") relating to terrorism or money laundering, including, without limitation, Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) (the "Terrorism Executive Order") or a person or entity similarly designated under any related enabling legislation or any other similar Executive Orders (collectively with the Terrorism Executive Order, the "Executive Orders"), the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (Public Law 107-56, the "Patriot Act"), any sanctions and regulations promulgated under authority granted by the *Trading with the Enemy Act*, 50 U.S.C. App. 1-44, as amended from time to time, the *International Emergency Economic Powers Act*, 50 U.S.C. §§ 1701-06, as amended from time to time, the *Iraqi Sanctions Act*, Publ. L. No. 101-513; *United Nations Participation Act*, 22 U.S.C. § 2876, as amended from time to time, the *International Security and Development Cooperation Act*, 22 U.S.C. § 2349 aa-9, as amended from time to time, *The Cuban Democracy Act*, 22 U.S.C. §§ 6001-10, as amended from time to time, *The Cuban Liberty and Democratic Solidarity Act*, 18 U.S.C. §§ 2332d and 2339b, as amended from time to time, and *The Foreign Narcotics Kingpin Designation Act*, Publ. L. No. 106-120, as amended from time to time.
- s) To Seller's knowledge, the Seller is not (i) listed on the Specially Designated Nationals and Blocked Person or Entities List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, or (ii) a person or entity either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of the Terrorism Executive Order or a person or entity similarly designated under any related enabling legislation or any other similar Executive Orders.
- t) All building systems, including, without limitation, electrical, heating, ventilating, air conditioning, plumbing, security, fire suppression and other mechanical systems, are in good working order, condition, and repair.
- u) There are no encroachments onto, overlaps, boundary line disputes or other similar matters with respect to the Property, nor do any of the Improvements encroach upon any adjacent property or any easement or right-of-way.
- v) The Property is not located within a "flood plain area" as defined by the Federal government pursuant to the *Flood Disaster Protection Act of 1973*, as amended.

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- w) The Property follows all Environmental Laws. The term "Environment Laws" means all Federal, state and local laws, statutes, ordinances, codes, rules, regulations and other requirements respecting the environment, including but not limited to those respecting: (a) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous, toxic or regulated substances or materials; (b) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (c) emissions, spills, releases, or discharges of any substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (d) protection of wetlands; (e) aboveground or underground storage tanks; (f) air quality (including indoor air quality) or water quality (including groundwater quality); and (g) protection of endangered species. Without limiting the generality of the foregoing, the term "Environment Laws" includes the *Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601 et seq.*; the *Resource Conservation and Recovery Act, as amended, 42 U.S.C., Sec. 6901, et seq.*, and the *Toxic Substance Control Act of 1976, as amended, 15 U.S.C., Sec. 2601 et seq.*, the *Pennsylvania Hazardous Sites Standards Act, 35 P.S. Sec. 6026.101 et seq.* ("Act 2"), the *Pennsylvania Solid Waste Management, 35 P.S. Sec. 6018.101 et seq.*, and the *Pennsylvania Clean Streams Law, 35 P.S. 691.1 et seq.*
- x) No part of the Property has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances. The term "Hazardous Substances" means any substance, material or waste defined as a pollutant or contaminate, or as a hazardous, toxic, or dangerous substance, material, or waste, under any Environmental Law, including, without limitation, petroleum, petroleum products, PCBs, CFCs, and asbestos.
- y) There has been no emission, spill, release, or discharge on, at, under or about the Property into or upon (a) the air, (b) soils or improvements, (c) surface water or ground water, or (d) the sewer, septic system or waste treatment, storage or disposal system servicing the Property, of a Hazardous Substances.
- z) There are not now, nor to Seller's knowledge, have there ever been any underground or aboveground storage tanks at, on or under the Property.
- aa) There has been no complaint, order, directive, claim, citation or notice by any Governmental Authority or any other person or entity with respect to any of the following in connection with the Property: (a) air emissions, (b) spills, releases or discharges to soils or any improvements located thereon, surface water, groundwater, sewer or septic systems or waste treatment, storage or disposal systems, (c) solid or liquid waste disposal, (d) the generation, use, processing, storage, transportation or disposal of Hazardous Substances, or (e) other environmental, health or safety matters affecting Seller, the Property or any business conducted thereon.

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- bb) There are no regulated substances within the meaning of Act 2 on the Property in concentrations exceeding statewide health standards for residential use.
- cc) No part of the Property is in an area identified by any Governmental Authority as having wetlands or special flood or mudslide hazards.
- dd) No friable asbestos, or any substance containing any type of asbestos, is in or on the Property. There are no polychlorinated biphenyls ("PCBs") and no substances, materials, equipment, or containers containing PCBs in or on the Property. There are no Class I or Class II chlorofluorocarbons, as listed at 42 U.S.C. Sec. 7671a ("CFCs") and no substances, materials, equipment, or containers containing CFCs in or on the Property.
- ee) To the best of Seller's knowledge, no Tenant under any Lease has (a) commenced a voluntary case or had entered against it an order for relief under any chapter of the federal Bankruptcy Code or any similar order or decree under any federal or state law, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, sequestrator, liquidator or similar official in any federal or state proceeding to hold, administer and/or liquidate its assets, (c) made an assignment for the benefit of creditors, (d) sought the benefit of any other law for the protection of debtors, or (e) requested Seller's consent or notified Seller of a desire, to sublet any part of its demised premises, assign its Lease, or terminate its Lease, and Seller has no knowledge of any Tenant's intention to vacate its demised premises.
- ff) All obligations of the Seller required to be performed under all Leases prior to the Closing Date, have been and will be, fully performed by Seller. Seller is not in default under any of the Leases, and no Tenant has asserted that Seller is in default or that such Tenant has any claim, offset, right of recoupment or defense against Seller under its Lease or otherwise.
- gg) No Tenant under any of the Leases is entitled to any period of free rent, concession, allowance, rebate, or refund which has not already been fully taken. The Seller under the Leases is not obligated to construct or make any improvements which have not already been made or constructed. The Seller under the Leases is not obligated to take over, take back, re-rent or sublease any space demised to a Tenant at the Property.
- hh) No Tenant (a) has prepaid any rent or other charge for more than the current month; (b) no security deposits have been paid by any Tenant except as set forth in the Estoppel Certificates; (c) no Tenant is in default under its Lease; (d) no Tenant has any rights or options of renewal, expansion, first refusal, first offer, or similar rights or options; and, (e) no Tenant has any right or option to terminate its Lease prior to the stated expiration date.
- ii) None of the Leases and none of the rents or other amounts payable thereunder have been assigned, pledged, or encumbered except under agreements which will

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be discharged or otherwise terminated at Closing. There are no unpaid leasing or other commissions due, or which will be come due after Closing for any of the Leases. No Tenant has any option, right of first refusal or right of first offer to purchase all or any portion of the Property. The copies of the Leases which are to be delivered to Purchaser pursuant to Section 4 and Exhibit B shall be true, correct, and complete and there are no understandings, representations, warranties, or promises with any of the tenants which are not fully set forth in the copies of the Leases to be delivered to Purchaser.

jj) Except for the Leases, the Property is not subject to any contractual agreements or instruments which will be binding upon Purchaser on or after the Closing Date.

kk) Seller knows of no facts or circumstances which would hinder or prevent the use or operation of the Property following Closing in substantially the same manner as they are presently used and operated.

The foregoing representations and warranties constitute a material inducement to Purchaser to enter into this Agreement. Seller further acknowledges and agrees that the representations and warranties set forth above shall survive the Closing for a period of four (4) months. Seller agrees to indemnify, defend (with counsel reasonably acceptable to Purchaser) and hold Purchaser harmless from and against all damages, costs, expenses, claims and liabilities actually paid or incurred by Purchaser including, but not limited to, attorneys' fees and costs as a result of any one or more representation or warranty set forth above not being true and correct in any material respect, so long as a claim for a breach of a representation is made by Purchaser within four (4) months following Closing.

7. Covenants of Seller.

- a) At or before Closing, Seller shall pay all bills and discharge all obligations arising from ownership and (to the extent constituting the obligation of Seller as Landlord under the Leases and not the obligation of Tenants thereunder) the operation, management, repair, and maintenance of the Property.
- b) Until the Closing, Seller shall (i) keep or cause the Property to be kept fully insured in accordance with prudent and customary practice; (ii) not alienate, encumber or transfer any Property or any part thereof in favor of or to any other person or entity, (iii) not execute any new lease nor amend or modify the Leases without Purchaser's prior written consent, and (iv) operate and manage the Property in the same manner as prior to the Effective Date.
- c) From and after the Effective Date until the Closing Date, Seller shall promptly give Purchaser written notice of any change in the status of title to the Property, which change either changes the nature of any Permitted Encumbrance or represents an additional encumbrance on the Property.

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- d) Seller shall provide Purchaser with true, correct, and complete copies of all significant court orders, pleadings or other documents relating to the Property, if any, promptly upon receipt by Seller.
 - e) Prior to Closing, Seller shall promptly notify Purchaser of any material change, of which Seller has actual knowledge, with respect to the Property or any information heretofore or hereafter furnished to Purchaser with respect to the Property, including, without limitation, any such change which would make any portion of this Agreement, including the representations, warranties, covenants, and agreements contained herein untrue or misleading in any material respect.
8. Representations and Warranties of Purchaser. As of the Effective Date and as of the Closing Date and regarding the following matters, Purchaser represents and warrants to Seller that the following representations and warranties are true and correct as if made on the Effective Date and again on the Closing Date:
- a) Purchaser is duly created, validly existing and in good standing pursuant to the law of the jurisdiction of its organization.
 - b) is authorized and empowered to enter into this Agreement and perform all its obligations under this Agreement without any qualification whatsoever.
 - c) Upon the signing and delivery of this Agreement, this Agreement will be legally binding upon Purchaser and enforceable against Purchaser in accordance with all its provisions.
 - d) The person signing this Agreement on behalf of Purchaser has been duly authorized to sign and deliver this Agreement on behalf of Purchaser.
 - e) To Purchaser's knowledge, neither Purchaser nor any holder of an equity interest in Purchaser (collectively, the "Purchaser Parties") is subject to sanctions of the United States government or in violation of any Laws relating to terrorism or money laundering, including, without limitation, the any Executive Order, the *Patriot Act*, any sanctions and regulations promulgated under authority granted by the *Trading with the Enemy Act*, 50 U.S.C. App. 1-44, as amended from time to time, the *International Emergency Economic Powers Act*, 50 U.S.C. §§ 1701-06, as amended from time to time, the *Iraqi Sanctions Act*, Publ. L. No. 101-513; *United Nations Participation Act*, 22 U.S.C. § 287c, as amended from time to time, the *International Security and Development Cooperation Act*, 22 U.S.C. § 2349 aa-9, as amended from time to time, *The Cuban Democracy Act*, 22 U.S.C. §§ 6001-10, as amended from time to time, *The Cuban Liberty and Democratic Solidarity Act*, 18 U.S.C. §§ 2332d and 2339b, as amended from time to time, and *The Foreign Narcotics Kingpin Designation Act*, Publ. L. No. 106-120, as amended from time to time.
 - f) To Purchaser's knowledge, neither Purchaser nor a Purchaser Party is (i) listed on the SDN List maintained by OFAC, the Department of the Treasury, and/or on any other similar list maintained by OFAC pursuant to any authorizing

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statute, Executive Order or regulation, or (ii) a person or entity either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of the Terrorism Executive Order or a person or entity similarly designated under any related enabling legislation or any other similar Executive Orders.

- g) To Purchaser's knowledge, the Unit to be transferred by this Agreement is intended to be for non-residential use and that Purchaser may agree to modify or waive the applicability of certain provisions of the *Uniform Condominium Act of Pennsylvania, 68 Pa.C.S. §3101 et seq.*

9. Conditions to Purchaser's Obligation to Close.

Seller shall cause the following conditions to be satisfied before the Closing Date (the "Conditions Precedent"):

- a) All the representations and warranties in this Agreement made by or on behalf of Seller shall be true and correct in all material respects as of the Closing Date.
- b) Except for the portion of the Property leased to Tenants under the Leases, the Property shall be broom clean, free of all personal equipment, inventory or trash of Seller or any previous tenant or occupant.
- c) The Property shall not be the subject of any eminent domain or condemnation proceedings, actual or threatened.
- d) There shall not have been filed by or against Seller a petition in bankruptcy or a petition or answer seeking an assignment for the benefit of creditors, the appointment of a receiver, trustee, liquidation or dissolution or similar relief under the U.S. Bankruptcy Code or any state law.
- e) All covenants required to be performed by Seller prior to Closing shall have been performed or satisfied in all material respects.
- f) No order of any court or administrative agency shall be in effect which restrains or prohibits the occupancy of the Improvements at the Property. No suit, action or proceeding shall exist in which it will be, or it is, sought to restrain or prohibit the use or occupancy of the Improvements at the Property.
- g) Purchaser shall have received a marked-up title commitment of title insurance, consistent with the Title Commitment, reflecting that Purchaser owns good and marketable indefeasible fee simple title to the Property, free and clear of all liens, claims, and encumbrances other than the Permitted Exceptions. The marked-up title commitment shall have no exception for any taxes due to Pennsylvania or any other taxing authority, and Seller shall be required to give the Title Company an appropriate indemnity and/or cash deposit if so required by the Title

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Company to provide such insurance as is usual and customary in Delaware County to clear title and any liens or matters of record that are not Permitted Exceptions or taxes which are assessed and are not yet due and payable.

- h) Purchaser shall have received true and correct copies of all current property tax bills and assessment notices pertaining to the Property.
 - i) Purchaser shall obtain a certificate issued by Sharon Hill Borough (the "U&O Certificate"), which certificate shall be dated not earlier than ten (10) business days prior to Closing and shall set forth the zoning classification of the Property and reflect that there are no outstanding building and zoning code violation noted on the city's records with respect to the Property. A conditional U&O Certificate shall satisfy this requirement as all repairs, including but not limited to the roof wear and tear, are considered as inclusive in the Purchase Price.
10. Closing. Seller and Purchaser shall consummate the transactions contemplated by this Agreement (the "Closing"). The date on which Closing occurs is referred to herein as the "Closing Date". Closing shall be on February 17, 2025, time is of the essence. The parties may agree in writing to extend the Closing Date to a later date, without penalty, upon either party's giving notice to the other in accordance with Section 22, requesting such an extension. The Closing shall be conducted virtually or in at such other place as Purchaser and Seller shall agree in writing.
11. Seller's Obligations at Closing. At the Closing, Seller shall, at its sole cost and expense:
- a) execute and deliver to Purchaser a special warranty deed (in a form which is usual and customary in Delaware County, Pennsylvania and approved by Purchaser) conveying fee simple title to the Property to Purchaser free and clear of all exceptions, liens, or encumbrances whatsoever, excepting the Permitted Exceptions;
 - b) execute and deliver to Purchaser an assignment of the Leases, and the original Leases (including any amendments thereto).
 - c) deliver to Title Company such agreements, deposits or certifications as may be necessary to permit Title Company to issue the Title Policy without any exception for mechanics' liens.
 - d) to the extent in the possession of Seller without any duty to acquire same, Seller shall deliver to Purchaser copies of all of Seller's warranties, occupational licenses, licenses, permits, authorizations and approvals required by law and issued by all governmental authorities having jurisdiction over the Property, together with an assignment of all of Seller's such warranties, occupational licenses, licenses, permits, authorizations and approvals where permitted by law together with copies of all certificates issued by any local board of fire

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underwriters (or other body exercising similar functions) and the copies of each bill for current real estate and personal property taxes;

- e) comply with all of Seller's material obligations pursuant to this Agreement and not be in material default hereunder.
 - f) execute for the Title Company a Settlement Statement itemizing the Purchase Price and all adjustments thereto as provided herein.
 - g) deliver to Purchaser those documents required to be delivered to Purchaser pursuant to Section 10 (g), (h) and (i) of this Agreement.
 - h) deliver to Purchaser an assignment of any service agreement or similar contract of Seller, if any, to the extent Purchaser desires at its sole election to assume the same and only if such assignment can be made without payment of any fee to the other party to such agreement or contract (or, in the alternative, at Purchaser's request, provide information that any existing agreements have terminated as of the date of Closing); and
 - i) execute and deliver such other documents or instruments as may be required under this Agreement or by the Title Company to effectuate the Closing.
12. Purchaser's Obligations at Closing. Subject to the terms, conditions, and provisions hereof, and contemporaneously with the performance by Seller of its obligations under Section 11 above, Purchaser shall:
- a) execute for the Title Company a HUD-1 Settlement Statement itemizing the Purchase Price and all adjustments thereto as provided herein.
 - b) pay to the Title Company the balance of the Purchase Price and authorize the Title Company to release the Deposit for disbursement pursuant to the fully executed Settlement Statement.
 - c) execute and deliver such other documents or instruments as may be required under this Agreement or by the Title Company to effectuate the Closing.
 - d) Purchaser shall not be obligated to close unless the representations and warranties of Seller set forth in Section 7 of this Agreement are true and correct as of the Closing Date in all material respects, all Conditions Precedent have been met by Seller, and Seller has complied with all its material covenants set forth in this Agreement.

13. Closing Costs. At the Closing, Purchaser shall pay (a) the cost of recording the deed (excluding transfer taxes), (b) fifty percent (50%) of all real estate transfer taxes payable with respect to recording the deed, (c) all premiums and fees related to the Title Commitment and Title Policy for the Property, and one half of any escrow charges and recording fees, (c) recording costs customarily paid by a purchaser in a

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commercial real estate closing in the Delaware County market and (d) the cost of acquiring the U&O Certificate,. Seller shall pay for (a) fifty percent (50%) of all real estate transfer taxes payable with respect to recording the deed and (b) all recording costs for satisfying any Liens and other recording costs customarily paid by a seller in a commercial real estate closing in the Delaware County market. Seller and Purchaser shall equally split all attorneys' fees and costs.

14. Proration. Real estate taxes, utility charges and assessments and rent and other charges payable under the Lease shall be prorated as of the Closing Date, with Purchaser required to pay all such sums for period on and after the Closing Date. Seller shall be entitled to and may attempt to collect any rents that are delinquent as of the Closing Date. Final pro-rations shall be made when final bills are available. This Section 14 shall survive closing.
15. Further Assurances. Seller and Purchaser agree to perform such other acts, and to execute, acknowledge, and/or deliver after the Closing such other instruments, documents and other materials as the Title Company, Seller or Purchaser may reasonably request to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Purchaser. The obligations of Seller pursuant to this Section 15 shall survive closing.
16. Default by Seller. In the event that Seller should fail to consummate the transactions contemplated by this Agreement for any reason, excepting Purchaser's default or the failure of any of Purchaser's obligations to be satisfied or waived by Seller, Purchaser may after giving written notice to Seller with a three (3) business day opportunity to cure shall be either (a) to receive a return of the full Deposit and all accrued interest, if any, interest, whereupon this Agreement shall become null and void, and neither party shall have any further rights or obligations under this Agreement or any further liability to one another or (b) to obtain specific performance of Seller's obligations under this Agreement. If Purchaser terminates this Agreement under this Section 16 because of an intentional breach by Seller of this Agreement, Seller shall immediately pay to Purchaser all costs and expenses incurred by Purchaser in connection with Purchaser's investigation of the Property (including title and survey fees but excluding legal fees and costs). The obligations of Seller pursuant to this Section 16 shall survive any termination of this Agreement.
17. Default by Purchaser. In the event Purchaser should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the failure of any of Seller's obligations to be satisfied or waived by Purchaser, or the failure of any condition precedent to be satisfied by Seller, Seller may terminate this Agreement by giving three (3) days written notice thereof to Purchaser and as Seller's sole and exclusive remedy, in such event, Purchaser shall be liable to the Seller for liquidated damages only in an amount equal to the Deposit and all accrued interest thereon as well as the Rent Deposit, and the Title Company shall pay the Deposit and all accrued interest thereon and the Rent Deposit to Seller. Seller and Purchaser agree that it would be extremely difficult and impractical to determine with any degree of certainty the amount and extent of detriment to Seller if Purchaser should fail or

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refuse to perform according to the terms of this Agreement. Accordingly, Seller and Purchaser hereby agree that payment of the Deposit and all accrued interest thereon and the Rent Deposit shall be (a) considered to be a fair and reasonable amount under such circumstances and (b) Seller's sole and exclusive remedy. The obligations of Purchaser pursuant to this Section 17 shall survive any termination of this Agreement.

18. Risk of Loss. All risk of loss or damage to the Property prior to Closing, including, without limitation, loss by fire, windstorm, or other casualty (collectively, a "Casualty") or by condemnation, eminent domain or similar proceedings or threat thereof (collectively, a "Taking"), shall rest with Seller, unless such Casualty is caused by Purchaser or its agents or contractors. If, prior to the Closing, the Property is damaged by a Casualty or is the subject of a Taking, Seller shall give Purchaser written notice thereof and Purchaser shall have the option, exercisable on or before the Closing Date by written notice to Seller, to elect to either: (a) accept title to the Property without any reduction of the Purchase Price, in which event, at the Closing, Seller shall assign to Purchaser (and Seller shall deliver to Purchaser any monies previously received by Seller on account of such Casualty or taking, except for monies used to secure the Property after the casualty) any insurance or condemnation proceeds payable to Seller or its successors or assigns by reason of such Casualty or Taking; or (b) terminate this Agreement and receive the Deposit (and all interest thereon) from the Title Company, in which event neither Seller nor Purchaser shall have any further obligations under this Agreement with respect to such Property except for those expressly intended to survive the termination of this Agreement. In the event Purchaser shall fail to exercise such option, Purchaser shall be deemed to have elected the option set forth in the foregoing clause (b).
19. Assignability. Purchaser may not assign its rights under this Agreement to anyone other than a Permitted Assignee (as hereinafter defined) without first obtaining Seller's written approval, which may be given or withheld in Seller's sole discretion. Subject to the conditions set forth in this Section 21, Purchaser may assign its rights under this Agreement to a Permitted Assignee without the prior written consent of Seller. If Purchaser desires to assign its rights under this Agreement to a Permitted Assignee, Purchaser shall send written notice to Seller prior to the effective date of such assignment stating the name and, if applicable, the constituent persons or entities of the Permitted Assignee. Such assignment shall not become effective until such Permitted Assignee executes an instrument reasonably satisfactory to Seller in form and substance whereby the Permitted Assignee expressly assumes each of the obligations of Purchaser under this Agreement, including specifically, without limitation, all obligations concerning the Deposit. No assignment shall release or otherwise relieve Purchaser from any obligations hereunder and Purchaser shall bear any realty transfer tax due because of any such assignment. For purposes of this Section the term "Permitted Assignee" shall mean shall an entity controlled by, controlling or under common with or affiliated with Purchaser or has the power to direct the business and affairs of Purchaser. Seller shall not assign its rights under this Agreement without the prior written consent of Purchaser.

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20. Notices. Any notice to be given or to be served upon either party hereto in connection with this Agreement must be in writing and shall be given by overnight express delivery or by facsimile followed by overnight express delivery and shall be deemed to have been given upon receipt. Such notice shall be given the parties hereto at the following electronic address:

Burns Law, P.C.
Attn: Michael A. Burns, Esq.
Email: legal@burnslaw.org

Either party hereto may at any time, by giving five (5) days written notice to the other, designate any other address in substitution of any of the foregoing addresses to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

21. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
22. Entire Agreement. This Agreement represents the entire agreement between Seller and Purchaser with respect to the subject matter hereof, and all prior agreements between Seller and Purchaser with respect to such subject matter shall have no further force or effect.
23. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to choose of law principles. Should either party institute legal suit or action for the enforcement of any obligation contained herein, it is agreed that the venue of such action shall be in Delaware County, Commonwealth of Pennsylvania and such filing party must designate this matter to be heard in the Delaware County Court of Common Pleas.
24. Modification. This Agreement may only be modified or otherwise amended by a written instrument executed by duly authorized representatives of Seller and Purchaser.
25. Time of Essence. Time is of the essence of this Agreement.
26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Electronic signature pages shall be deemed original signature pages.
27. Exclusivity. Seller shall not submit the Property to any other party or entity for consideration as a purchase or equity investment unless this Agreement shall have been terminated.
28. Confidentiality.

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- a) Purchaser and Seller at all times prior to Closing shall keep the transactions contemplated hereby and all documents received from each other confidential, except to the extent necessary to (a) comply with applicable laws and regulations, (b) discuss the same with such party's principals, consultants and attorneys, and (with respect to Purchaser) with prospective tenants and their affiliates, and prospective financial sources and advisors, and (c) carry out the obligations set forth herein. Any disclosure pursuant to clause (b) of the preceding sentence shall indicate that the information is confidential and should be so treated by the recipient.
 - b) Purchaser acknowledges that Purchaser, in connection with the release of documents under this Agreement, will come into contact with Seller's Tenants' confidential information ("Confidential Information") which includes, but is not limited to the name, address and phone number of a Tenant, any information concerning the payments or non-payments of a Tenant, any personal information relating to a Tenant including but not limited to Social Security numbers, sensitive financial information, credit history and employment, which information is highly confidential. To safeguard this Confidential Information, Seller has instituted policies and procedures to protect such information, which Seller shall disclose to Purchaser in writing. The Confidential Information may only be used by Purchaser to effectively prepare to take over the Property as the new owner. The Confidential Information shall not be used, directly or indirectly disclosed, or disposed of for any other purpose and cannot be shared with any third party other than Purchaser's attorney or accountant, except with prior written consent of Seller.
 - c) Purchaser shall be released and relieved of the obligations of Section 30 upon consummation of Closing.
29. Effectiveness of Agreement. This Agreement shall not be effective or binding on any party until fully executed by all parties hereto, but until then shall be interpreted as an offer under control of the offeror prior to such acceptance.
30. No Jury Trial. PURCHASER AND SELLER UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.
31. Matters Relating to Deposit.
- a) The Deposit shall be invested held in Trust at PNC Bank with Burns Law, P.C. The parties shall furnish Title Company with their respective tax identification numbers. All escrow fees, if any, charged by Title Company shall be paid by Purchaser and Purchaser shall bear the risk of loss of the Deposit.
 - b) If there is a request from a party regarding the disposition of the Deposit, Burns Law, P.C. shall give written notice to the parties of such request and the

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intention to remit the Deposit as requested by the requesting party within seven (7) business days following the date of the request. If Burns Law, P.C. does not receive a written objection before the proposed date for remitting the Deposit Burns Law, P.C. is hereby authorized to so remit. If, however, Burns Law, P.C. receives written objection from the other party before the proposed date on which the Deposit is to be remitted, Burns Law, P.C. shall continue to hold the Deposit until otherwise directed by joint written instructions from Seller and Purchaser or until a final judgment of an appropriate court. In the event of such dispute, Burns Law, P.C. may deposit the Deposit (and all interest thereon) with an appropriate court in Delaware County, Pennsylvania and, after giving written notice of such action to the parties, Burns Law, P.C. shall have no further obligations with respect to the Deposit.

- c) Seller and Purchaser acknowledge that Burns Law, P.C. is acting as a stakeholder at their request and for their convenience and shall not be deemed to be the agent of either of the parties and shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith or in willful or negligent disregard of this Agreement. Seller and Purchaser shall jointly and severally indemnify and hold harmless Burns Law, P.C. from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the good faith performance of its' duties hereunder.
32. Gender and Number. In all references herein to any parties, persons, entities, corporations or trusts the use of any gender or of the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.
33. Recording of Agreement. This Agreement may not be filed with any city or county office of the Prothonotary or office of the recorder of deeds.
34. Headings. The headings of the Sections of this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement of affect its meaning in any way.
35. Waiver of Tender. Formal tender of an executed deed and purchase money are hereby waived.
36. Waiver. No waiver by either party of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure of refusal to so comply.
37. Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

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38. Construction. This Agreement shall be construed without regard to any presumption or the rule requiring construction against the party causing this Agreement to be drafted. If the words or phrases in this Agreement shall be deemed stricken or otherwise eliminated, this Agreement shall be construed as if the words or phrases so stricken or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken or otherwise eliminated.

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Buyer Initials

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement effective as of the Effective Date.

PURCHASER:

SELLER:

FIRST CHOICE HOME &
COMMUNITY SERVICES, INC.

RONALD D. FEINBERG

DocuSigned by:
Abdulia Tall
392A84EC85BE41D

First Choice Home & Community
Services, Inc, Purchaser
By:

Signed by:
Ronald Feinberg
OFFICE 3402419

Ronald D. Feinberg, Seller

Initial
RF
Seller Initials

DS
AT
Buyer Initials

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

Due Diligence Items

1. Surveys, title reports and title policy
2. Copies of the Leases (including any amendments)
3. Environmental Reports
4. Mechanical, Electrical, Plumbing or Structural Reports
5. Notices of any Outstanding Violations
6. Operating, Maintenance and vendor agreements
7. Operating costs for past twelve (12) months
8. Tax and utility bills for past twelve (12) months
9. Default notices given to or by Tenant
10. Compliance, violation, or default notices received by Seller from governmental authorities or third parties
11. Plans, drawings and specifications
12. Permits, approvals, entitlements


Seller Initials


Buyer Initials

Certificate Of Completion

Envelope Id: B877828A-40F9-4D8C-8C60-277EED3CE2F1 Status: Completed
 Subject: Complete with Docusign: Purchase Agreement Final 1349 Chester Pike.pdf
 Source Envelope:
 Document Pages: 21 Signatures: 2 Envelope Originator:
 Certificate Pages: 5 Initials: 42 Michael Burns
 AutoNav: Enabled 1 Country View Rd, Suite 201
 EnvelopeId Stamping: Enabled Malvern, PA 19355-2100
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) legal@burnslaw.org
IP Address: 73.141.252.4

Record Tracking

Status: Original Holder: Michael Burns Location: DocuSign
 12/3/2024 9:47:28 AM legal@burnslaw.org

Signer Events

Abdulia Tall
 atall@fchcs.net
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

392A84ECAS8E41D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 96.245.11.221
 Signed using mobile

Timestamp

Sent: 12/3/2024 9:53:40 AM
 Viewed: 12/3/2024 2:41:48 PM
 Signed: 12/3/2024 3:49:33 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/3/2024 2:41:48 PM
 ID: f8ef3b39-71a3-45fd-97fc-f6275167ac83

Ronald Feinberg
 rrona100@yahoo.com
 OWNER
 Security Level: Email, Account Authentication (None)

Signed by:

0FFB8CEA340241B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.164.237.31

Sent: 12/3/2024 9:53:40 AM
 Resent: 12/6/2024 1:27:02 PM
 Viewed: 12/6/2024 1:41:20 PM
 Signed: 12/6/2024 1:43:02 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/4/2024 9:52:30 AM
 ID: ff0114ac-8ce2-4784-b9ac-32799b456af7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/3/2024 9:53:41 AM
Certified Delivered	Security Checked	12/6/2024 1:41:20 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	12/6/2024 1:43:02 PM
Completed	Security Checked	12/6/2024 1:43:02 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure



US702 | BR328
 ROP 450
 P.O. Box 7000
 Providence, RI 02940

**Business Account
 Statement**

Page 1 of 3

Beginning May 01, 2025
 through May 31, 2025

Questions? Contact us today:

FIRST CHOICE HOME & COMMUNITY SERVICES
 520 PUSEY AVE
 COLLINGDALE PA 19023-3300



CALL:
 Business Account Customer
 Service
 1-800-862-6200



VISIT:
 Access your account online:
citizensbank.com



MAIL:
 Citizens
 Customer Service Center
 P.O. Box 42001
 Providence, RI 02940-2001

FIRST CHOICE HOME & COMMUNITY SERVICES
Clearly Better Business Checking
 XXXXX-XXXX-XXXX

Clearly Better Business Checking for XXXXX-XXXX-XXXX

Balance Calculation

Previous Balance		210,000.00
Checks	-	.00
Debits	-	310,000.00
Deposits & Credit	+	300,000.00
Current Balance	=	200,000.00

As a Clearly Better Business Checking customer, you do not pay a monthly maintenance fee. We appreciate your continued business.

Your next statement period will end on June 30, 2025.

TRANSACTION DETAILS FOR BUSINESS CHECKING ACCOUNT ENDING 903-4

Debits **

**May include checks that have been processed electronically by the payee/merchant.

			Previous Balance
			210,000.00
			Total Debits
			310,000.00
Date	Amount	Description	
Other Debits			
05/02	30,000.00	ONLINE TRANSFER TO CHECKING 6301465834	
05/07	50,000.00	ONLINE TRANSFER TO CHECKING 6301465834	
05/09	30,000.00	ONLINE TRANSFER TO CHECKING 6301465834	
05/22	50,000.00	ONLINE TRANSFER TO CHECKING 6301465834	
05/30	150,000.00	ONLINE TRANSFER TO CHECKING 6301465834	

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For more information, see Additional Information on Next Page

Clearly Better Business Checking for XXXXX - Continued

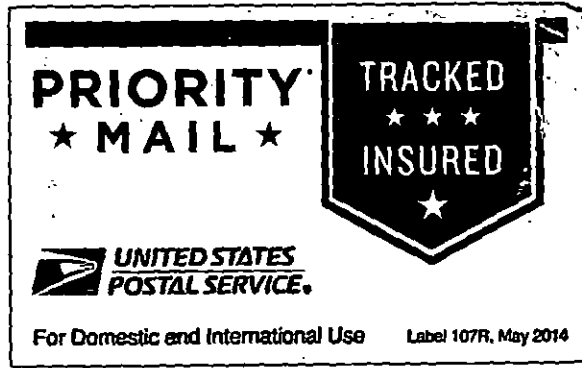
Deposits & Credits			Total Deposits & Credits
Date	Amount	Description	
05/23	300,000.00	ONLINE TRANSFER FROM CHECKING 6301465834	+ 300,000.00

Daily Balance			Current Balance		
Date	Balance	Date	Balance	Date	Balance
05/02	180,000.00	05/09	100,000.00	05/23	350,000.00
05/07	130,000.00	05/22	50,000.00	05/30	200,000.00
					= 200,000.00



First Choice
1349 Chester Pike
Sharon Hill, Pa 19709

 UNITED STATES POSTAL SERVICE.		Retail
P	US POSTAGE PAID	Origin: 19074 06/26/25 4161600074-03
	\$9.60	
PRIORITY MAIL®		
EXPECTED DELIVERY DAY: 08/28/25		0 Lb 6.20 Oz RDC 03
SHIP TO:		C000
400 NORTH ST HARRISBURG PA 17120-0211		
USPS TRACKING® #		
		
9505 5161 3901 5177 4564 99		
		



MATHEW L. HOMSHER
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg Pa 17120

RECEIVED

JUL 02 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

