



GREENE TOWNSHIP BOARD OF SUPERVISORS

1145 Garver Lane
Chambersburg, Pennsylvania 17202
Telephone: Supervisors 717-263-9160 Zoning 717-263-4990 • Fax: 717-263-6427
E-mail: greenc@greenetwp.us • Website: www.twp.greenc.franklin.pa.us

SUPERVISORS

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Gregory P. Lambert, P.E., *Engineer*

**APPLICATION FOR CONDITIONAL USE PERMIT
GREENE TOWNSHIP, FRANKLIN COUNTY, PENNSYLVANIA**

Fee Received: _____ Application No: _____
By: _____ Date Received: _____

To be completed by applicant

INSTRUCTIONS: Please complete all portions of this application that apply and attach any additional data necessary to explain the request. Please return the application along with the required fee in person or by mail to: Greene Township Board of Supervisors, 1145 Garver Lane, Chambersburg, PA 17202. Any questions should be directed to the Township Zoning Office at (717) 263-4990.

Application is hereby made to the Planning Commission for a Conditional Use Permit in Conformity with Chapter 105, Article 7, Section B, Paragraph (9), of the Zoning Ordinance and any amendments thereto for the following described work:

| 1. Name of: | Address | Phone |
|---|---|---------------------|
| Applicant <u>Metropolitan 4 LLC</u> | <u>2001 State Hill Road, Suite 205 Wyomissing, PA 19610</u> | <u>484-955-9006</u> |
| Lessee _____ | _____ | _____ |
| Owner <u>Virginia E. Loiacona c/o Helen Means</u> | <u>725 River Road Sykesville, MD 21784</u> | _____ |
| Attorney <u>Gregg I. Adelman, Esq.</u> | <u>910 Harvest Drive, Suite 200 Blue Bell, PA 19422</u> | <u>610-941-2515</u> |
| Architect _____ | _____ | _____ |
| Engineer _____ | _____ | _____ |
| Contractor _____ | _____ | _____ |

2. The subject property is located as follows:
Ragged Edge Road. Tax parcel #09-0C22.-007.-000000.

3. The subject property is situated in the R-1 Low-Density Residential Zoning District.
4. Existing use of land and/or buildings is: Vacant land
5. The applicant requests a conditional use permit for the use of the property above for a Multi-dwelling garden apartments

as provided under the provision of Chapter 105, Article 7, Section B(9), of the Zoning of the Zoning Ordinance, and in support thereof submits the following documents:

- (a) A Certificate of Ownership
- (b) A completed Building Permit Application
- (c) A completed Preliminary Subdivision Plat Application
- (d) A proposed Site Development Plan
- (e) A Vicinity Map
- (f) Subdivision Water and Sewage Report
- (g) Soil Percolation Test Report
- (h) Other (specify) _____

6. The applicant alleges that the proposed conditional use:

(a) Would be in harmony with the character of the neighborhood because See attached Addendum

(b) And that it would not be detrimental to the property or persons in the neighborhood because See attached Addendum

7. In addition to meeting the standards prescribed by the Zoning Ordinance, the applicant will provide See attached Addendum

so that the public convenience and welfare will be further served.

Applicant: Gregg I. Adelman, Attorney for Applicant

Print Name



Signature

12/29/22

Date

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

By: Gregg I. Adelman, Esquire
Attorney I.D. No.: 84137
Union Meeting Corporate Center
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422
(610) 260-6000

Attorneys for Applicant
Metropolitan 4, LLC

BEFORE THE BOARD OF SUPERVISORS
GREENE TOWNSHIP, FRANKLIN COUNTY, PENNSYLVANIA

In the Matter of:

METROPOLITAN 4, LLC
2001 State Hill Road, Suite 205
Wyomissing, PA 19610

Parcel No. 09-0C22.-007.-000000

ADDENDUM TO CONDITIONAL USE APPLICATION

Metropolitan 4, LLC (“**Applicant**”) by and through its attorneys, Kaplin Stewart Meloff Reiter & Stein, P.C., hereby submits this Addendum to its Conditional Use Application.

1. **Name and Address of Owner/Applicant.** The Applicant is Metropolitan 4, LLC, with an address of 2001 State Hill Road, Suite 205, Wyomissing, PA 19610. Applicant is the equitable owner of the subject property. The legal owner is Virginia E. Loiacona, Revocable Intervivos Trust, et al., c/o Helen Means, 725 River Road, Sykesville, MD 21784 (“**Owner**”). A redacted copy of the Agreement of Sale between Applicant and Owner is attached as **Exhibit “A”**.

2. **Location & Description of Property.** The property is comprised of approximately 70 +/- acres of land located on Ragged Edge Road in Greene Township, Pennsylvania (Tax Parcel No. 09-0C22.-007.-000000) (“**Property**”).

3. **Zoning Classifications.** The Property is in the R-1 Low-Density Residential District.

4. **Proposed Use/Development of the Property.** In accordance with Section 105-7.B.(9) of the Greene Township Zoning Ordinance, Applicant proposes to develop the Property with 676 multiple dwelling residences (in 33 buildings) having a mix of one and two bedroom units in accordance with the Conditional Use Plan attached as **Exhibit “B” (“Proposed Development”)**.


5. **Basis for Relief Requested.** Applicant is entitled to conditional use approval of the Proposed Development in accordance with the specific objective applicable provisions of Sections 105-7.B.(9) and 105-60 of the Greene Township Zoning Ordinance compliance with which will be demonstrated at the hearing held on the Application.

Respectfully Submitted,

**KAPLIN STEWART MELOFF REITER & STEIN,
P.C.**

Dated: December 29, 2022

By:



Gregg I. Adelman, Esquire

Attorneys for Metropolitan 4, LLC

EXHIBIT "A"

AGREEMENT OF SALE

THIS AGREEMENT is made this [redacted] day of [redacted], 2021, by and between [redacted] ("**Seller**") and Motus Equities [redacted], LLC, or its nominee or assignee ("**Buyer**").

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Agreement to Sell and Purchase.** Seller(s) agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, all that certain tract(s) or parcel(s) of land, including the buildings and other improvements located thereon (the "**Improvements**"), consisting of approximately 70.00 acres and known as tax parcel no(s) 09-0C22.-007.-000000 located at Ragged Edge Road, Greene Township, Franklin County, Pennsylvania, being all the real property owned by Seller at that location, as described in the legal description attached hereto as Exhibit A, together with (a) any land lying in the bed of any street, road or alley, open or proposed, in front, abutting or adjoining the subject property, (b) any easement, privilege, license or right-of-way inuring to the benefit of the subject property, (c) all rights to any sewer and water treatment capacity at the subject property, and (d) the appurtenances and hereditament belonging or otherwise pertaining to the subject property (collectively, the "**Property**"). For purposes of this Agreement, the term "**Effective Date**" shall mean the date on which Buyer receives a fully executed copy of this Agreement.

2. **Purchase Price.**

(a) The total purchase price to be paid by Buyer to Seller for the Property (the [redacted]).

(b) The Purchase Price shall be payable as follows:

(i) The sum of [redacted] to be deposited with Buyer's title insurance company, [redacted] ("**Escrow Agent**") within five (5) business days following Buyer's receipt of a fully executed copy of this Agreement. Escrow Agent shall hold the deposit monies in escrow in a federally insured, interest-bearing account for the benefit of Buyer, pursuant to the terms of this Agreement (collectively, the "**Deposit**").

(ii) The sum of [redacted] to be deposited with Escrow Agent at the time Buyer completes its Inspection Period, which amount shall be added to and become part of the Deposit.

(iii) The balance of the Purchase Price is to be paid by certified check, title company check or wire transfer of funds at Closing (hereinafter defined).

(c) Except as provided in Section 6(c) below, the Deposit and all interest accrued thereon shall be applied to the Purchase Price to be paid by Buyer at the Closing (as hereinafter defined).

3. Closing. Closing (the "**Closing**") hereunder shall occur on a date within thirty (30) days after the satisfaction or waiver of the conditions set forth in Section 6 (a) below;. Closing shall take place at the offices of Buyer, or at such other location as the parties hereto shall mutually agree.

4. Condition of Title.

(a) Title to the Property shall be (i) good and marketable, and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections, and (ii) insurable under an ALTA Owner's Policy, Form B, Amended 10-21-87, as aforesaid, by any reputable title insurance company at regular rates. Buyer shall order a commitment for a title insurance policy for the Property (the "**Title Commitment**") after the execution of this Agreement and then deliver a copy of the Title Commitment to Seller upon receipt. If any title objections are disclosed in the Title Commitment, and which are identified as objectionable in writing from Buyer to Seller, Seller shall use its best efforts (except for the affirmative obligation to remove monetary liens as provided below) to correct, at Seller's sole cost, any such title objections within ten (10) days after Seller's receipt of the Title Commitment. If Seller is unable to correct such objections within said ten (10) day period (or as otherwise extended by Buyer), Buyer may, at any time thereafter, exercise its rights set forth in Section 4(b).

(b) In the event Seller is unable to convey good and marketable title and such as will be insured by any reputable title insurance company at regular rates as set forth in Section 4(a), Buyer shall have the option of (i) taking such title as Seller can give without abatement of the Purchase Price, except that any existing liens or encumbrances which can be removed by the payment of money shall be paid and discharged by Seller at or prior to Closing, or (ii) terminating this Agreement, in which event, the Escrow Agent shall return the Deposit to Buyer, this Agreement shall become null and void, and neither party shall have any further obligations or liabilities hereunder.

5. Inspections and Studies; Plans and Reports.

(a) Buyer may engage a soil consultant, environmental consultant, civil engineer, attorney and/or other professionals to perform an inspection of the Property, the development potential of the Property, and the condition of title thereto. The aforesaid inspection (the "**Due Diligence Inspection**") may include, but is not limited to, (i) a Phase I and II environmental site assessment and soils testing, (ii) a wetlands and floodplain delineation and analysis, geotechnical studies, a storm water management evaluation, and an analysis as to the amount and nature of fill material, (iii) (iv) an inspection as to the ability to develop the Property for Buyer's intended use in compliance with the Township's zoning, subdivision, land development and other applicable ordinances, (v) an inspection as to the availability of all utilities required to service Buyer's intended use (including, without limitation, public sewer service, public water service, gas, electric and cable services), (vi) an inspection as to the condition of the title to the Property, including any restrictions, encumbrances and/or easements applicable thereto, (vii) a building inspection of the Improvements located on the Property (if any), and (viii) any other reviews, inspections or interviews Buyer deems necessary in connection with Buyer's proposed plans for the development of the Property.

(b) Seller shall deliver to Buyer, within ten (10) days following the Effective Date, any plans, drawings or reports concerning the Property and in Seller's possession.

(c) Buyer shall have the right to file, at Buyer's sole cost and in Buyer's sole discretion, with the Township and any other governmental agencies, as Buyer deems appropriate, all applications as are required to permit the development of the project proposed by Buyer for the Property.

(d) Buyer shall have the right, at Buyer's cost, after the satisfaction or waiver of the Due Diligence Inspection, to install a sign on the Property (and commence media advertising) for the Proposed Project.

6. Conditions Precedent to Buyer's Obligation.

(a) The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction at the time specified of each of the following conditions (any or all of which may be waived in whole or in part by Buyer at or prior to Closing):

(i) Buyer shall be satisfied, in Buyer's sole and absolute discretion, with the results of the Due Diligence Inspection. If Buyer is dissatisfied for any reason whatsoever with the results of the Due Diligence Inspection, then Buyer shall have the option to terminate this Agreement by delivery of written notice to Seller at any time within One Hundred Eighty (180) Days after the Effective Date (the "**Due Diligence Deadline Date**"). Buyer shall have the right to extend the Due Diligence Inspection for an additional Sixty (60) days upon written notice to Seller on or before the then existing Due Diligence deadline (the "**Due Diligence Extension Period**"). The "**Due Diligence Extension Period**" and the "**Due Diligence Deadline Date**" may at times be referred to in the Agreement collectively as the Due Diligence Deadline Date.

(ii) Buyer shall have obtained, subject only to such terms and conditions as are acceptable to Buyer in Buyer's sole discretion, the rezoning of the Property (or an amendment to the existing zoning district of the Property) to permit the development and use of the Property for single family or multiple dwelling residences (garden apartments) per Greene Township Zoning Ordinance (the "**Rezoning**").

(iii) Buyer shall have obtained, subject only to such terms and conditions as are acceptable to Buyer in Buyer's sole discretion, all required governmental approvals and permits to (a) use the Property for Buyer's intended use (b) subdivide the Property for Buyer's intended use and to develop the improvements proposed by Buyer for the Property, and Buyer's specifications (the "**Proposed Project**"), and (c) commence with the construction of the Proposed Project, including, without limitation, final subdivision approval from the Township (with the final subdivision liens signed by all applicable parties), final approval and permits from PennDOT to access and disturb any state roads, final approval and permits from the County Department of Health, final approval and permits from the PA DEP for the construction of, or connection to, public sewer and water facilities to service the Proposed Project, NPDES permit, final approval and permits from the County Conservation District and all other required governmental approvals and permits to permit the construction of the Proposed Project (collectively, the "**Development Approvals**"). If Buyer determines at any time that Buyer will be unable to obtain the Development

Approvals on the terms and conditions as are acceptable to Buyer in Buyer's sole discretion, then Buyer shall have the option to terminate this Agreement by delivery of written notice to Seller. The Development Approvals shall not be deemed to have been obtained until any applicable appeal periods have expired without an appeal having been filed in opposition thereto. Buyer shall not be required to file any applications to obtain the Development Approvals until after the Due Diligence Inspection has been satisfied and the Rezoning has been obtained.

(iv) All of Seller's representations set forth in this Agreement shall be true and correct in all respects as of the date of this Agreement and as of the date of Closing as though made on an as the date of Closing. Seller shall have performed and complied with all of the terms and conditions required by this Agreement to be performed or complied with by Seller prior to or on the date of Closing.

(b) In the event that all of the conditions set forth in Section 6(a) are not satisfied on or before the date indicated (or if no date is indicated, by the date of Closing), then Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller, whereupon the Deposit (which term includes all interest earned thereon) shall be returned to Buyer, this Agreement shall be null and void, and Buyer and Seller shall have no further liabilities or obligations hereunder.

(c) Notwithstanding anything contained herein to the contrary, if (a) Buyer obtains the Rezoning and/or the Development Approvals, but a third party timely appeals the grant of same to Court, or (b) Buyer is unable to obtain the Rezoning and/or the Development Approvals to a denial of same by the Township or other applicable governmental agency, but Buyer timely appeals the denial to Court; then, in any such event, any deadline dates shall be extended during the pendency of the foregoing Court proceedings, so long as Buyer is using due diligence to bring such litigation to a final resolution.

(d) Buyer shall use good faith efforts and due diligence to obtain the Rezoning and the Development Approvals.

7. Operation of the Property Prior to Closing. Between the date of this Agreement and the date of Closing:

(a) Seller shall use good faith efforts to maintain the Property and all portions thereof, including the Improvements (if any), in the same condition as on the date hereof, normal wear and tear excepted.

(b) Buyer and its architects, contractors, engineers, inspectors, consultants, agents and other representatives shall have access to and permission to enter the Property to inspect, survey, measure, take test borings or soil samples, or appraise the Property. Buyer shall indemnify, defend and hold Seller harmless for any claim or damage which may be caused by Buyer or its representatives entering upon the Property after the Effective Date.

(c) Seller shall cooperate with Buyer in connection with Buyer's efforts to satisfy the conditions set forth in this Agreement, including, without limitation, executing all applications and other documents which are required in connection therewith.

(d) Seller shall not convey or encumber the Property or any portion thereof without Buyer's prior written consent. Seller shall not execute any new leases with respect to the Property or extend the term of any Lease (hereinafter defined).

8. Provisions with Respect to Closing.

(a) At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(i) A special warranty deed for the Property, duly executed and acknowledged by Seller, and in form satisfactory to Buyer's attorney and title company.

(ii) An affidavit to Buyer's title insurance company of the type customarily provided by sellers of real property to induce title companies in the Philadelphia metropolitan area to insure over certain "standard" or "preprinted" exceptions to title.

(iii) A written certification from Greene Township confirming the zoning classification of the Property as set forth in Section 11(a) hereof and that there are no notices of any uncorrected municipal code violations.

(iv) A certificate stating that Seller's representations contained in this Agreement are true and correct as of the date of Closing, and that the conditions precedent to Closing required to be performed by Seller have been satisfied.

(b) At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

(i) The balance of the Purchase Price.

(c) At the completion of Closing, Escrow Agent shall deliver the Deposit to Seller to be credited against the Purchase Price.

9. Taxes; Apportionments.

(a) Real estate taxes for the Property shall be apportioned pro-rata on a per diem basis as of the date of Closing. Buyer shall have the right, at Buyer's cost, to appeal the current real estate tax assessment for the Property (in an attempt to reduce said assessment), during the term of this Agreement.

(b) All realty transfer taxes in connection with this transactions shall be split equally between Buyer and Seller. Buyer shall pay all title insurance premiums charged by Buyer's title insurance company. Each party shall pay its own counsel fees. All other recording and closing costs of any nature or description shall be paid or apportioned in accordance with the custom and practice in the county in which the Property is located. Seller shall pay any and all "roll-back" taxes (including interest and penalties) due to the County and any other required taxing authorities as a result of Buyer's proposed development of the Property (including, without limitation, any real estate taxes, interest and penalties due from a proposed breach of any Act 319 or Act 515 covenants).

10. Eminent Domain; Casualty.

(a) If, at any time prior to the date of Closing, Seller is notified of any eminent domain proceedings against all or any portion of the Property, Seller shall promptly give written notice thereof to Buyer. Buyer shall have the right, within thirty (30) days of receipt of any such notice, at its sole option, to terminate this Agreement, in which event the Deposit (together with all interest earned thereon) shall be returned to Buyer. This Agreement shall become null and void and neither party shall have any further liabilities or obligations hereunder. If Buyer does not elect to terminate this Agreement as aforesaid, then (a) Buyer shall have the right, to participate in and approve the determination of any eminent domain award, (b) the proceeds of any eminent domain award with respect to the Property paid between the date of this Agreement and the Closing shall be credited against the Purchase Price, and (c) all unpaid claims and rights in connection with the taking shall be assigned to Buyer at Closing.

(b) Buyer shall bear the risk of loss as to the Improvements.

11. Representations of Seller. Seller, to induce Buyer to enter into this Agreement and to purchase the Property, represents to Buyer as follows:

(a) Compliance. Seller has received no notices from any governmental authority of any violations of any federal, state or local law, regulation or ordinance affecting any portion of the Property which remains uncorrected. Seller shall use best efforts to cure, prior to Closing, any violation of which Seller receives written notice pertaining to the Property, except as to any of the Improvements proposed to be demolished by Buyer. The current zoning classification of the Property is R-1, and the Property is currently being used in compliance therewith.

(b) Litigation. There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened, against or affecting the Property or any portion thereof 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 or local department, commission, board, bureau or agency or other governmental instrumentality which could, if adversely decided, have any adverse effect on Buyer's acquisition, ownership, development or use of the Property.

(c) Public Improvements. No assessment for public improvements has been served upon the Seller with respect to the Property which remains unpaid, including, but not limited to, those for construction of sewer, water, electric, gas or steam lines and mains, streets, sidewalks and curbing. In the event work for any public improvements with respect to the Property is assessed or commenced before the Closing, Seller shall be responsible for the assessments and charges that are imposed on Seller or the Property in connection therewith. Seller knows of no public improvements which have been ordered to be made and/or which have not heretofore been completed, assessed and paid for.

(d) Environmental Disclosures. Seller has not used the Property, or knowingly permitted anyone else to use the Property, for the disposal of any industrial refuse or waste, or for the processing, manufacture, storage, handling, treatment or disposal of any hazardous or toxic substance or material. Seller has not installed or used or knowingly permitted anyone else to install or use, any asbestos-containing materials on the Property, and no machinery, equipment or fixtures

containing polychlorinated biphenyls (PCBs) have been located on the Property at any time during Seller's ownership of the Property. To the best of Seller's knowledge, no current or prior tenant, or prior owner, of the Property has used or permitted the Property to be used for any of the matters described in the preceding two sentences. To the best of Seller's knowledge, there are no above-ground or underground storage tanks on the Property. No notice from any governmental body has ever been served upon Seller, its agents or employees or, to the best of Seller's knowledge, any current or prior tenant, or prior owner, of the Property, claiming any violation of any federal, state or local law, regulation or ordinance concerning the environmental state, condition, or quality of the Property, or requiring or calling attention to the need for any work, repairs, construction, alterations, demolition, renovation or installation on or in connection with the Property in order to comply with any law, regulation or ordinance concerning the environmental state, condition or quality of the Property.

(e) Leases. There are no outstanding leases, tenancies, licenses or other rights of occupancy or use for any portion of the Property, except the lease agreement between _____ and _____ (the "Lease"). A complete copy of the Lease is attached hereto as Exhibit C. At Closing, the Property shall be conveyed free and clear of all leases, licenses, tenancies, and occupants.

12. Brokers. Seller and Buyer each warrant and represent to the other that each has had no dealings, negotiations or communications with any brokers or other intermediaries in connection with this Agreement or the sale of the Property other than NAI Keystone Commercial & Industrial, LLC as representative of Buyer and Helsel, Inc. as representative of Seller, and for which Seller shall be solely responsible for any and all commissions pursuant to a separate agreement. The provisions of this paragraph shall survive Closing or the earlier termination of this Agreement.

13. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed to have been properly given if personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by private overnight express carrier, such as Federal Express, next day delivery, charges prepaid, addressed as follows:

if intended for Seller:

[REDACTED]

with a copy to:

[REDACTED]

if intended for Buyer:

MOTUS Equities _____, LLC
Attn: Bryan Cole

8 Morgan Drive
Sinking Spring, PA 19608

with a copy to:

Giovanna Raffaelli, Esquire
General Counsel
1243 Easton Road
Suite 205
Warrington, PA 18976

Or at such other address of which Seller or Buyer shall have given notice as herein provided. Notices by the parties may be given on their behalf by their respective counsel. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes on the date of delivery, if personally delivered, or the postmarked date of mailing, if sent by registered or certified mail, or the date of deposit if sent by private overnight express carrier.

14. Buyer's Default; Seller's Default; Interest.

(a) In the event Buyer violates or fails to fulfill or perform any of the terms and conditions of this Agreement required to be performed by Buyer, and Buyer fails to cure such violation or failure within ten (10) days after Buyer's receipt from Seller of a written notice notifying Buyer of said violation or failure, Escrow Agent shall deliver the Deposit to Seller as liquidated damages. Receipt of such payment shall be Seller's sole and exclusive remedy hereunder and this Agreement shall thereupon become null and void, and neither party shall have any further obligations hereunder.

(b) In the event Seller violates or fails to fulfill and perform any of the terms and conditions of this Agreement required to be performed by Seller, Buyer shall have all remedies available against Seller at law or in equity, including, without limitation, the right to compel specific performance of Seller's obligations hereunder.

(c) The interest earned on the Deposit shall belong to Buyer unless Buyer defaults pursuant to Section 14(a) above.

(d) In the event of a dispute under this Agreement, the non-prevailing party in such dispute shall reimburse the prevailing party for its reasonable attorneys' fees and court costs (including all attorneys' fees and court costs of any and all appeals) incurred by such prevailing party in such dispute.

15. Escrow Agent. Seller and Buyer agree that Escrow Agent is acting as agent only and shall not be liable to either party for any act or omission except as the result of Escrow Agent's gross negligence or willful misconduct. Escrow Agent shall be entitled to rely upon any document reasonably believed by it to be genuine. In the event of any dispute between Buyer and Seller regarding the Deposit, Escrow Agent shall be entitled to deposit the Deposit into court and thereafter shall have no further liability or obligation hereunder as Escrow Agent.

16. Confidentiality / Non-Interference.

(a) Seller and Buyer each agree to keep confidential the economic terms of this Agreement, including, without limitation, the Purchase Price, except as may be required by a court

of law, or to persons or entities on a “need to know” basis if required to effectuate the terms and conditions of this Agreement, including but not limited to potential lenders, partners or other investors, indemnitors, insurance companies, title insurance agents and companies and examiners, prospective tenants and/or users, professional consultants, engineers, experts, workers, inspectors or other persons performing necessary or desirable inspections, work or functions in connection with the effectuation and consummation of the terms and conditions of this Agreement.

(b) Seller further covenants and agrees that at all times during the term of this Agreement, Seller will not, directly or indirectly, solicit or attempt to solicit, accept negotiate or otherwise entertain letters of intent, offers, back-up offers, contingent offers, term sheets or other agreements, whether verbal or written, for the use, lease, sale, and/or conveyance of any interest in the Property. Seller hereby acknowledges that Buyer will suffer irreparable harm if Seller breaches its obligations hereunder and that monetary damages will be inadequate to compensate Seller for such a breach. Therefore, Buyer shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce these provisions.

17. 1031 Exchanges. At the request by either party hereto after the Effective Date, the other party will execute and deliver such instruments and documents and take such other action as the requesting party may reasonably request to more effectively transfer to, assign, and vest in the requesting party the ownership of the Property, and if desired by the parties, to effectuate the transactions contemplated hereby as an exchange of like kind properties qualifying under §1031 of the Internal Revenue Code, as amended and otherwise to carry out the purpose and intent of this Agreement. In connection with any like kind exchange of properties: (i) the cooperating party shall not be obligated to pay any additional expense, acquire title to any other property, or incur any liability with respect to like kind exchange, (ii) the party initiating the like-kind exchange will be responsible for preparing any documentation in connection with the exchange; (iii) party initiating the like-kind exchange shall indemnify the cooperating party from any liability or expense associated with the exchange; and (iv) all representations, warranties, duties and obligations of the parties to each other (if any) shall remain in full force and effect, and shall not be affected by the like-kind exchange. In any dispute concerning the Property or this Agreement, the parties shall have recourse to one another to the extent provided by this Agreement, and the intermediary or exchange accommodation titleholder of the party initiating the like-kind exchange shall not be named or joined as a party to said dispute. Neither party shall have any liability to the other party if the Internal Revenue Service determines that the transactions contemplated hereby do not qualify as an exchange of like kind properties qualifying under §1031 provided such party has reported the transactions (either on its original return or an amended return, as the case may be) as such a like kind of exchange.

18. Miscellaneous.

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

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. Buyer shall have the right to assign his interest in this Agreement to any

[REDACTED]

party: provided, however, Buyer shall continue to remain liable for the satisfaction of all obligations hereunder.

(c) The representatives and officers who have executed this Agreement hereby represent, warrant and confirm that they have the authority to execute this Agreement.

(d) Possession is to be delivered by Seller to Buyer at Closing. Formal tender of an executed deed and purchase money is hereby waived.

(e) This Agreement contains the entire agreement between the Seller and the Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed or modified except in writing executed by the parties hereto.

(f) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(g) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

(h) Time is of the essence for this Agreement.

(i) If a deadline or expiration date hereunder falls on a weekend or legal holiday, then such deadline or expiration date shall be extended to the following business day.

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

[REDACTED]

By: [Redacted] dotloop verified
10/10/21 7:11 PM EDT
UYBW FBOA CTSP GHKW

Name: [Redacted]

Title: [Redacted]

By: [Redacted] dotloop verified
10/10/21 7:57 PM EDT
GRKB 2M3C E9PS 0LLO

Name: [Redacted]

Title: Owner

By: [Redacted] dotloop verified
10/10/21 7:50 PM EDT
MAAF-FJLE-ESBM VEEC

Name: [Redacted] s

Title: [Redacted]

Witness: Bryan Cole

Buyer:

Motus Equities 2, LLC

DocuSigned by:
By: Bryan Cole
83129FEDB88F452

Name: Bryan Cole

Title: Principal

EXHIBIT "B"

