

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER
BROKER (Company) Coldwell Banker Preferred-Old City
ADDRESS 223-225 Market Street, Philadelphia PA 19106
LICENSEE(S) Inayah Hart-Mubarak
BROKER IS THE AGENT FOR SELLER. OR (if checked below):
Broker is NOT the Agent for Seller and is a/an: [] AGENT FOR BUYER [] TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER
BROKER (Company) OCF Realty LLC
ADDRESS 2054 South Street
LICENSEE(S) Ori Feibush
BROKER IS THE AGENT FOR BUYER. OR (if checked below):
Broker is NOT the Agent for Buyer and is a/an: [] AGENT FOR SELLER [] SUBAGENT FOR SELLER [] TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

- 1. This Agreement, dated August 27, 2012 is between SELLER(s): Universal Community Homes and BUYER(s): Royal OCF Investments LLC, called "Seller," and called "Buyer."
2. PROPERTY. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase: ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as: 1520 South (301002800), 1522 South (301002900), 1524-34 South (882921265), 1536 South (301003100), 1537 Kater (301018300), 1539 Kater (301018400) in the City of Philadelphia County of Philadelphia, Commonwealth of Pennsylvania. Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date)
3. TERMS (10-06)
(A) Purchase Price \$3,000,000.00 U.S. Dollars, which will be paid to Seller by Buyer as follows:
1. Cash or check at signing this Agreement: \$ 1,000.00
2. Cash or check within 5 days of the execution of this Agreement: \$ 300,000.00
3. \$
4. \$
5. Cash or cashier's check at time of settlement: \$ 2,699,000.00
TOTAL \$ 3,000,000.00
(B) Deposits paid by Buyer within 30 DAYS of settlement will be by cash or cashier's check. Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here),
(C) Seller's written approval on or before: 08/31/2012 at 5:00PM
(D) Settlement to be on 14 days after end of due diligence period, or before if Buyer and Seller agree.
Buyer Initials: OF ASC Page 1 of 9 Revised 8/11 Seller Initials:



COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2011 10/05

OCF Realty LLC 2054 South St Philadelphia, PA 19146 Phone: 2157601651 Fax: 2157357375

Ori Feibush

Royal Theater

42 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

43 _____

44 _____

45 _____

46 _____

47 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

48 _____

49 _____

50 _____

51 (G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes

52 (see Notices and Information Regarding Real Estate Taxes); rents; interest on mortgage assumptions; condominium fees, if any; water and/or

53 sewer fees, if any; together with any other lienable municipal service. All charges will be pro-rated for the period(s) covered. Seller will pay up

54 to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____

55 _____

56 _____

57 (H) Buyer will reimburse Seller for the actual costs of any remaining heating, cooking or other fuels stored on the Property at the time of settlement,

58 unless otherwise stated here: _____

59 _____

60 4. FIXTURES & PERSONAL PROPERTY (1-00)

61 (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; HVAC equip-

62 ment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below. Also included:

63 _____

64 _____

65 _____

66 _____

67 _____

68 (B) LEASED items (not owned by Seller): _____

69 _____

70 _____

71 _____

72 _____

73 _____

74 (C) EXCLUDED fixtures and items: _____

75 _____

76 _____

77 _____

78 _____

79 _____

80 5. POSSESSION (5-01)

81 (A) Possession is to be delivered by deed, keys and:

82 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless otherwise

83 stated here: _____

84 _____ AND/OR

85 2. Assignment of existing lease(s), together with any security deposits and interest, at day and time of settlement, if Property is leased at the

86 execution of this Agreement, unless otherwise specified here: _____

87 _____

88 _____

89 _____

90 _____

91 _____

92 _____

93 _____

94 _____

95 _____

96 _____

97 _____

98 _____

99 _____

100 (B) Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise specified.

101 (C) Seller will not enter into any new leases, extensions of existing leases, or additional leases for the Property without the written consent of Buyer.

102 _____

103 _____

104 _____

Buyer Initials: OF

Seller Initials: _____

- 105 6. DATES/TIME IS OF THE ESSENCE (9-05)
 106 (A) The settlement date and all other dates and times referred to for the performance of any of the obligations of this Agreement are of the essence
 107 and are binding.
 108 (B) For the purposes of this Agreement, the number of days will be counted from the date of execution, excluding the day this Agreement was exe-
 109 cuted and including the last day of the time period. The Execution Date of this Agreement is the date when Buyer and Seller have indicated
 110 full acceptance of this Agreement by signing and/or initialing it. All changes to this Agreement should be initialed and dated.
 111 (C) The settlement date is not extended by any other provision of this Agreement and may only be extended by written agreement of the parties.
 112 (D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed time periods are negotiable
 113 and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

- 114 7. FINANCING CONTINGENCY (10-06)
 115 WAIVED. This sale is NOT contingent on financing, although Buyer may still obtain financing.
 116 ELECTED.
 117 (A) This sale is contingent upon Buyer obtaining financing as follows:
 118 1. Amount of loan \$ _____
 119 2. Minimum Term _____ years
 120 3. Type of loan _____
 121 4. Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.
 122 (B) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the
 123 financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is author-
 124 ized to communicate with the lender(s) to assist in the financing process.
 125 (C) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status,
 126 or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing
 127 commitment, Buyer will be in default of this Agreement.
 128 (D) 1. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller.
 129 2. Financing commitment date _____
 130 Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this
 131 Agreement will be VOID, with all deposit monies returned to Buyer according to the terms of paragraph 20. Buyer will be responsible
 132 for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for
 133 flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any apprais-
 134 al fees and charges paid in advance to lender.

- 135 8. STATUS OF WATER (5-01)
 136 Seller represents that Property is served by:
 137 Public water
 138 On-site water
 139 Community Water
 140 None
 141 _____

142 Seller warrants that the system(s) are fully paid for as of the Execution Date of this Agreement.

- 143 9. STATUS OF SEWER (5-01)
 144 Seller represents that Property is served by:
 145 Public Sewer
 146 Community Sewage Disposal System
 147 Off-Property Sewage Disposal System
 148 Individual On-Lot Sewage Disposal System (See Sewage Notice 1)
 149 Individual On-Lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)
 150 Ten-acre Permit Exemption (see Sewage Notice 2)
 151 Holding Tank (See Sewage Notice 3)
 152 None (See Sewage Notice 1)
 153 None Available/Permit Limitations in Effect (See Sewage Notice 5 or Sewage Notice 6, as applicable)
 154 _____

155 Seller warrants that the system(s) are fully paid for as of the Execution Date of this Agreement.

- 156 10. ZONING CLASSIFICATION (5-01)
 157 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned
 158 solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits
 159 tendered by the Buyer will be returned to the Buyer without any requirement for court action.

160 Zoning Classification: C2

- 161 11. ZONING CONTINGENCY (10-06)
 162 WAIVED.
 163 ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.
 164 (A) Within the Contingency Period, Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as _____
 165 _____
 166 is permitted under the current zoning classification for the Property and is not prohibited by any other governmental land use restrictions.

167 Buyer Initials: OF ASC Page 3 of 9 Seller Initials: _____
 Revised 8/11

168 (B) If Buyer's proposed use of the Property is not permitted, Buyer will, within the Contingency Period, notify Seller in writing that the pro-
169 posed use of the Property is not permitted, and Buyer will:

- 170 Option 1
171 1. Accept the Property and agree to the RELEASE in paragraph 25 of this Agreement, OR
172 2. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of para-
173 graph 20 of this Agreement, OR
174 3. Enter into a mutually acceptable written agreement with Seller.

175 If Buyer and Seller do not reach a written agreement during the Contingency Period and Buyer does not terminate the
176 Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in
177 paragraph 25 of this Agreement.

- 178 Option 2
179 1. Within the Contingency Period, Buyer will make a formal written application for zoning approval, variance, non-conforming use,
180 or special exception from _____ (municipality) to use the Property as
181 _____ (proposed use). Buyer will pay for
182 applications, legal representation, and any other costs associated with the application and approval process.
183 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
184 3. If final, unappealable approval is not obtained by _____, Buyer will:
185 (A) Accept the Property with the current zoning and agree to the RELEASE in paragraph 25 of this Agreement, OR
186 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms
187 of paragraph 20 of this Agreement, OR
188 (C) Enter into a mutually acceptable written agreement with Seller.
189 If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not
190 terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree
191 to the terms of the RELEASE in paragraph 25 of this Agreement.

192 12. PROPERTY DEFECTS DISCLOSURE (10-01)

- 193 (A) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated
194 by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally
195 sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-
196 based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in
197 the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.
198 (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in con-
199 struction, engineering, or environmental matters; and (3) Has not made and will not make any representations or warranties nor conduct inves-
200 tigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions list-
201 ed in paragraph 12 (A).
202 (C) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court
203 costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation
204 of the Property including without limitation any condition listed in paragraph 12 (A).
205 (D) The provisions of this paragraph will survive settlement.

206 13. NOTICES AND ASSESSMENTS (5-01)

- 207 (A) Seller represents, as of the date Seller signed this Agreement, that no public improvement, condominium or owner association assessments have
208 been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or
209 anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrect-
210 ed, and that Seller knows of no condition that would constitute a violation of any such ordinances that remains uncorrected, unless otherwise
211 specified here: _____
212 _____
213 _____
214 _____
215 (B) Seller knows of no other potential notices (including violations) and assessments except as follows: _____
216 _____
217 _____
218 _____
219 (C) Any notice of improvements or assessments received on or before the date of Seller's acceptance of this Agreement, unless improvements con-
220 sist of sewer or water lines not in use, shall be the responsibility of the Seller; any notices received thereafter shall be the responsibility of the
221 Buyer.
222 (D) If required by law, Seller will deliver to Buyer, on or before settlement, a certification from the appropriate municipal department or depart-
223 ments disclosing notice of any uncorrected violation of zoning, building, safety, or fire ordinances.
224 (E) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

225 14. TITLE AND COSTS (10-06)

- 226 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing
227 deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon
228 the ground, easements of record, privileges or rights of public service companies, and land use restrictions pursuant to property enrollment in
229 a preferential tax program if any.

230 Buyer Initials: OF ASC Page 4 of 9 Seller Initials: _____
Revised 8/11

- 231 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
 232 (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and
 233 charges paid in advance to mortgage lender(s); (4) Buyer's customary settlement costs and accruals.
- 234 (C) Any survey or surveys required by the title insurance company or the abstracting attorney for preparing an adequate legal description of the
 235 Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by a lender will
 236 be obtained and paid for by Buyer.
- 237 (D) If Seller is unable to give a good and marketable title and such as is insurable by a reputable title insurance company at the regular rates, as specified
 238 specified in paragraph 14 (A), Buyer will:
- 239 1. Accept the Property with such title as Seller can give, with no change to the purchase price, and agree to the RELEASE in paragraph 25 of this
 240 Agreement, OR
- 241 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 20 of
 242 this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained
 243 according to the terms of this Agreement, and for those items specified in paragraph 14 (B) items (1), (2), (3) and in paragraph 14 (C).
- 244 **15. COAL NOTICE (Where Applicable)**
- 245 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND
 246 DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND
 247 IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This
 248 notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the
 249 right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage
 250 due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
 251 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees
 252 to sign the deed from Seller which deed will contain the aforesaid provision.
- 253 **16. TAX DEFERRED EXCHANGE (10-01)**
- 254 NOT APPLICABLE.
- 255 APPLICABLE. If Seller wishes to enter into a tax deferred exchange for the Property pursuant to Section 1031 of the Internal Revenue Code,
 256 Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably nec-
 257 essary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated
 258 with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party
 259 under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any note, contract, deed or other doc-
 260 ument providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the
 261 Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have
 262 arisen from any aspect of the exchange transaction.
- 263 **17. COMMERCIAL CONDOMINIUM (10-01)**
- 264 NOT APPLICABLE.
- 265 APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and
 266 that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa. C.S.
 267 §3101 *et. seq.*).
- 268 **18. RECORDING (9-05)** This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record.
 269 If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.
- 270 **19. ASSIGNMENT (9-05)** This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent
 271 assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless other-
 272 wise stated in this Agreement.
- 273 **20. DEFAULT, TERMINATION & RETURN OF DEPOSITS (8-11)**
- 274 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies
 275 paid on account of Purchase Price pursuant to the terms of Paragraph 20(B), and this Agreement will be VOID. Termination of this Agreement
 276 may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 277 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law prohibits a Broker holding deposit monies to determine who is enti-
 278 tled to deposit monies when settlement does not occur. If this Agreement is terminated for any reason, the Broker can only release the
 279 deposit monies:
- 280 1. If there is no dispute over entitlement to the deposit monies. Buyer and Seller agree that a written agreement signed by both parties is evi-
 281 dence that there is no dispute regarding deposit monies.
- 282 2. According to the terms of a written agreement signed by the Buyer and Seller directing Broker how to distribute some or all of the monies.
- 283 3. According to the terms of a final order of court.
- 284 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies
 285 if there is a dispute between the parties that is not resolved. (See Paragraph 20(C))

290
291
292
293 Buyer Initials: DF

Seller Initials: _____

294 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 365 days after the Settlement Date
 295 stated in Paragraph 3(D), or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's
 296 written request, distribute the deposit monies to Buyer unless the Broker has received verifiable written notice that the dispute is the subject of
 297 litigation. If Broker has received verifiable written notice of litigation before receiving Buyer's request for distribution, Broker will continue to
 298 hold the deposit monies until receiving either a written distribution agreement signed by Buyer and Seller or a final court order. Buyer and Seller
 299 are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer
 300 and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies,
 301 and that the parties may maintain their legal rights to pursue litigation even after a distribution is made.

302 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 20 or Pennsylvania law will not
 303 be liable for those deposit monies to either Buyer or Seller, absent Broker's gross negligence or wrongful intentional actions. Buyer and Seller
 304 agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, entitlement to deposit monies or distribution of
 305 deposit monies, then the Broker's and/or licensee's attorneys' fees and costs incurred for participating in such litigation will be paid by the party
 306 naming them or joining them in the litigation.

307 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
 308 1. Fail to make any additional payments as specified in Paragraph 3, OR
 309 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or
 310 financial status, OR
 311 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

312 (F) Unless otherwise checked in Paragraph 20(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
 313 1. On account of purchase price, OR
 314 2. As monies to be applied to Seller's damages, OR
 315 3. As liquidated damages for such default.

316 SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.

317 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 20(F) or (G), Buyer and Seller
 318 are released from further liability or obligation and this Agreement is VOID.

319 (I) Brokers and licensees are not responsible for unpaid deposits.

320 **21. REAL ESTATE RECOVERY FUND (9-05)**
 321 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee
 322 owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal
 323 and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (out-
 324 side Pennsylvania).

325 **22. MAINTENANCE AND RISK OF LOSS (10-06)**
 326 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal
 327 wear and tear excepted.
 328 (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged
 329 as a result of any cause whatsoever.
 330 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced,
 331 Buyer will:
 332 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 333 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 20 of
 334 this Agreement.

335 **23. CONDEMNATION (10-06)**
 336 Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion
 337 of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately
 338 advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within
 339 _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer accord-
 340 ing to the terms of paragraph 20 of this Agreement. Buyer's failure to provide notice of termination within the time stated will constitute
 341 a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

342 **24. WAIVER OF CONTINGENCIES (9-05)**
 343 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify environmental conditions, boundaries,
 344 certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's
 345 options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the
 346 RELEASE in paragraph 25 of this Agreement.

347 **25. RELEASE (9-05)**
 348 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or
 349 PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and
 350 all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof,
 351 whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold,
 352 fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site
 353 water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement, or in vio-
 354 lation of any seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be avail-
 355 able under law or equity. This release will survive settlement.

356 Buyer Initials: OF ASC Page 6 of 9 Seller Initials: _____
 Revised 8/11

357 26. REPRESENTATIONS (9-05)

- 358 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employ-
- 359 ces, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains
- 360 the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions,
- 361 oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in
- 362 writing executed by the parties.
- 363 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specific-
- 364 ally listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT
- 365 CONDITION. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent exam-
- 366 ination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions,
- 367 the permitted uses or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection
- 368 of any of the systems contained therein.
- 369 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 370 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

371 27. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)

- 372 Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal
- 373 Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign
- 374 person.
- 375 Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue
- 376 Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the
- 377 withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before clos-
- 378 ing, with the following:
- 379 An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.
- 380 A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
- 381 Other:

382 Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any
383 false statements contained therein could result in punishment by fine, imprisonment, or both.

- 384 28. ARBITRATION OF DISPUTES (1-00) Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After writ-
- 385 ten demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select
- 386 a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court
- 387 of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other
- 388 expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law Arbitration 42 Pa. C.S.A.
- 389 §7341 *et seq.* This agreement to arbitrate disputes arising from this Agreement will survive settlement.

390 29. BROKER INDEMNIFICATION (10-01)

391 Buyer and Seller represent that the only Brokers involved in this transaction are: _____
392 _____
393 _____

394 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for broker-
395 age commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs
396 in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed
397 Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions,
398 including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.

399 30. GOVERNING LAW, VENUE & PERSONAL JURISDICTION (9-05)

- 400 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the
- 401 Commonwealth of Pennsylvania.
- 402 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party
- 403 shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

404 31. NOTICE BEFORE SIGNING (5-01)

405 Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this Agreement
406 and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements,
407 equipment, soil, tenancies, title and environmental aspects. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the
408 signatures of all parties, constitutes acceptance of this Agreement.

409 32. NOTICE

410 All notice requirements under the provisions of this Agreement or by application of statutory or common law will be addressed to the appropriate
411 party, at the addresses listed below via any means of delivery as mutually agreed upon by the parties and stated here: _____
412 _____
413 _____

414
415 If to Seller: _____
416 _____
417 _____
418 _____

419 Buyer Initials: CF

Seller Initials: _____

420 With a copy to: _____
 421 _____
 422 _____
 423 _____
 424 _____
 425 If to Buyer: _____
 426 _____
 427 _____
 428 _____
 429 With a copy to: _____
 430 _____
 431 _____
 432 _____

433 **33. SPECIAL CLAUSES:**

434 (A) The following are part of this Agreement if checked:

435 _____ _____
 436 _____ _____

437 (B) SPECIAL PROVISIONS (IF ANY):

438 1) Due Diligence Period

439 Buyer and Seller agree that Buyer shall have 120 days from the final execution of this agreement
 440 in which to conduct Buyer's due diligence on the Property. If, for any reason, in Buyer's sole
 441 discretion, Buyer is not satisfied with the condition of the Property, or is in any other way
 442 dissatisfied with the results of Buyer's due diligence, this agreement may be terminated by the
 443 Buyer by written notice to Seller on or before the expiration of the due diligence period. If
 444 Buyer terminates this agreement as contemplated herein, any and all deposit monies shall be
 445 immediately returned to Buyer.
 446

447 2) If buyer, at Buyer's sole and absolute discretion, wishes to extend the due diligence period,
 448 Buyer may do so on a per diem basis by paying a non-refundable fee of \$750 per day directly to
 449 the seller.
 450

451 3) Buyer is a licensed Pennsylvania Real Estate Agent
 452

453 4) Seller will allow Buyer access to the property at any reasonable time with 24 hours notice
 454 while it is under contract between Buyer and Seller.
 455

456 5) Seller will allow Buyer to post notices on the fence and facade of property for all required
 457 city, zoning, and neighborhood notices.
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481

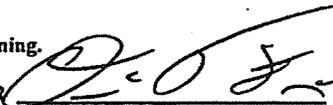
482 Buyer Initials: OF

Seller Initials: _____

483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545

- Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
- Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
- Buyer has read and understands the notices and explanatory information in this Agreement.
- Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

Buyer acknowledges receiving a copy of this Agreement at the time of signing.

WITNESS/ATTEST _____ BUYER  DATE 8/27/2012
Buyer(s) Name Royal OCF Holdings LLC
Mailing Address _____
Phone _____ FAX _____ E-Mail _____

WITNESS/ATTEST _____ BUYER _____ DATE _____
Buyer(s) Name _____
Mailing Address _____
Phone _____ FAX _____ E-Mail _____

WITNESS/ATTEST _____ BUYER _____ DATE _____
Buyer(s) Name _____
Mailing Address _____
Phone _____ FAX _____ E-Mail _____

- Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
- Seller has received a statement of Seller's estimated closing costs before signing this Agreement.
- Seller has read and understands the notices and explanatory information in this Agreement.

VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 15 P.S. §1311.

WITNESS/ATTEST _____ SELLER _____ DATE _____
SELLER(S) NAME Universal Community Homes
Mailing Address _____
Phone _____ FAX _____ E-Mail _____

WITNESS/ATTEST _____ SELLER _____ DATE _____
SELLER(S) NAME _____
Mailing Address _____
Phone _____ FAX _____ E-Mail _____

WITNESS/ATTEST _____ SELLER _____ DATE _____
SELLER(S) NAME _____
Mailing Address _____
Phone _____ FAX _____ E-Mail _____

COMMUNICATIONS WITH BUYER AND/OR SELLER

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties.

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

INFORMATION REGARDING REAL ESTATE TAXES

Real Estate Tax Proration: For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows:

Municipal Taxes: For all counties and municipalities in Pennsylvania, tax bills are for the period January 1 to December 31.
School Taxes: For all school districts, other than the Philadelphia, Pittsburgh and Scranton school districts, the period covered by the tax bill is July 1 to June 30. For the Philadelphia, Pittsburgh and Scranton school districts, tax bills are for the period January 1 to December 31.

Real Estate Assessment Notice: In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

EXPERTISE OF REAL ESTATE AGENTS

Pennsylvania Real Estate Agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise, the advice of the appropriate professional should be sought.
- (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other appropriate professional.

NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et. seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

OF

SEWAGE NOTICES

NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

- NOTICE 1:** **THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.**
Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.
- NOTICE 2:** **THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.**
(Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987.) Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.
- NOTICE 3:** **THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE.**
Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.
- NOTICE 4:** **AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.
- NOTICE 5:** **THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**
- NOTICE 6:** **A REQUIRED REVISION FOR NEW LAND DEVELOPMENT, OR AN EXCEPTION TO THE REQUIREMENT TO REVISE, OR A REQUIRED SUPPLEMENT HAS NOT BEEN APPROVED FOR THIS LOT. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND SEWAGE FACILITIES WILL NOT BE AVAILABLE, NOR MAY CONSTRUCTION BEGIN UNTIL SEWAGE FACILITIES PLANNING HAS BEEN APPROVED PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**

OF