

LISTING CONTRACT
EXCLUSIVE RIGHT TO SELL AND/OR LEASE COMMERCIAL PROPERTY

XLS-C

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

BROKER (Company) Coldwell Banker Preferred
LICENSEE(S) Inayah Hart-Mubarak & Christopher Mattioli
OWNER Universal Community Homes & Preservation Alliance for A greater Phila

1. PROPERTY

A. Address 1520-36 South St and 1537-39 Kater St.
Municipality Philadelphia County Philadelphia, PA
Tax Identification Number 301002800, 301002900, 882921265, 301003100, 301018300,
301018400
Deed Book _____ Page _____
Zoning Classification & Present Use vacant Residential and Commercial

- A legal description or a description of the Property is attached to this Contract.
B. Inclusions: Included with the Property are items listed here or listed in a property description sheet attached:

C. Exclusions: Excluded from the Property are items and leased equipment listed here or listed in a property description sheet attached:

2. STARTING & ENDING DATES OF THIS CONTRACT (Also called "Term")

- A. "Term" will mean the duration of this Contract, including mutually agreed upon renewals or extensions. The term of this Contract has been determined as a result of negotiations between Broker and Owner and has not been established or recommended by any Association of REALTORS®, or by any other organization or individual.
B. Starting Date: This Contract starts when signed and dated by Broker and Owner, unless otherwise stated here: August 22, 2012
C. Ending Date: This Contract ends on February 22, 2013
D. If Owner enters into an agreement (sale or lease) that would entitle Broker to a fee, and the sale or lease does not take place, the term of this Contract will be extended by the number of days from the execution of the sale or lease agreement to the date when the sale or lease agreement is terminated and Owner is again able to convey by free and clear title. The term of the Contract will not extend more than a year beyond the original Starting Date of this Contract.

3. LISTED PRICE AND TERMS

- A. Owner is hiring Broker to negotiate the following type of transaction regarding the disposition of the Property:
 A sale, for the following price and terms: Four Million-Five Hundred Thousand

- or any other price and terms agreeable to Owner.

Broker/Licensee Initials: _____

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Revised 8/11

Owner Initials: hl



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6/07



A lease, or other tenancy, for the following price and terms described here, or by an exhibit/addendum outlining lease terms that is attached as part of this Contract, or any other price and terms agreeable to Owner: _____

B. Marketing Expenses will be paid as follows: _____

4. BROKER'S DUTY

- A. Broker is engaged as Owner's sole and exclusive Agent to represent Owner (as described in the Consumer Notice), to market the Property, and to procure buyers and/or tenants for the Property. Broker will use reasonable diligence and care to procure buyers and/or tenants for the Property.
- B. Broker will not, unless otherwise agreed to in a separate, written agreement, provide management, repair, collection, legal, tax, or other services.

5. OWNER'S DUTY

- A. Owner will cooperate with Broker to facilitate the sale and/or lease of the Property.
- B. All showings, negotiations and discussions about the sale, lease, or other tenancy of the Property will be done by Broker on Owner's behalf. All written or oral inquiries that Owner receives or learns of regarding the Property, regardless of the source, will be referred to Broker.
- C. Within 5 days of the Starting Date of this Contract, Owner will provide to Broker:
 - 1. Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents containing any other limitations on Owner's ability to finalize a sale or lease of the Property.
 - 2. If available to Owner, copies of building plans, inspection reports, and environmental surveys. If the transaction is a sale, Owner will also deliver to Broker, within 5 days of the Starting Date of this Contract, available title reports, boundary surveys, and existing notes and mortgages that may continue to affect the Property after settlement.
- D. Owner will not permit any real estate signs, other than those belonging to Broker, to be placed on the Property during the term of this Contract.

6. BROKER'S FEE

- A. The Broker's Fee has been determined as a result of negotiations between Broker and Owner and has not been established or recommended by any Association of REALTORS®, or by any other organization or individual.
- B. Broker's Fee in the case of a sale will be paid as follows:
**6% to Coldwell Banker Preferred to be split with Buyers Broker 3%
If Listing Agent brings the buyer the commission will be paid at 5%
to Coldwell Banker Preferred.**
- C. Broker's Fee in the case of a lease will be paid as follows:

Broker/Licensee Initials: _____ / _____

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Owner Initials: ml

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7. BROKER'S COOPERATION/AGENCY POLICIES

Licensee has explained Broker's company policies about cooperating with other brokers. If another company successfully brings a buyer/tenant to the Property, Broker and Owner agree that Broker will pay from Broker's Fee:

A. A fee to another broker who represents the Owner (SUBAGENT).

Yes No If Yes, amount: _____ of/from the sale price.

B. A fee to another broker who represents the Buyer/Tenant (BUYER'S AGENT). A Buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.

Yes No If Yes, amount: _____ of/from the sale price.

C. A fee to another broker who does not represent either the Owner or a buyer (TRANSACTION LICENSEE).

Yes No If Yes, amount: _____ of/from the sale price.

8. PAYMENT OF BROKER'S FEE

A. Owner will pay Broker's Fee if the Property, or any ownership interest in it, is sold, leased, or exchanged at the listed price or any price acceptable to Owner, during the term of this Contract, by Broker, Licensee, Owner, or by any other person or broker.

B. Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale, lease or other tenancy.

C. In the case of a sale, Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the transaction involves an installment contract, then Broker's Fee will be paid upon the execution of the installment contract. In the case of a lease, Broker's Fee will be paid on execution of a lease by Owner and a tenant.

D. Owner will pay Broker's Fee in United States currency. If Owner fails to pay Broker any amount when due under this Contract, then the amount owed will bear interest at the rate of 15 percent per year.

E. Owner will pay Broker's Fee after the Ending Date of this Contract IF:

1. The Property is sold, leased, or exchanged in whole or in part within 60 days of the Ending Date, AND
2. The Property was presented to buyer/tenant, or buyer/tenant negotiated to buy or lease the Property, during the term of this Contract. Owner will not owe Broker's Fee under the provisions of this paragraph 8(E) if, after the expiration of this Contract, Owner has entered into an exclusive right to sell or lease contract for the Property with another broker at the time of the sale.

9. ADDITIONAL PAYMENT PROVISIONS

A. If:

1. A lease term is renewed, extended, or a new lease agreement is executed with the same tenant, or there is any other continued tenancy, AND/OR
2. Buyer/tenant occupies additional space or relocates to other space of Owner's, then Owner will pay the Broker's Fee in paragraph 6(C). Broker's Fee will be earned at the time the extended term begins or the additional space is occupied.

B. If a buyer/tenant under a lease for which a Broker's Fee is payable under this Contract, its successors or assigns, or any agent, officer, employee or shareholder of a buyer/tenant purchases the Property, whether strictly in accordance with the terms of any option, right of first refusal, similar right or otherwise during the term of the lease, any extension thereof, or within _____ days after the expiration thereof, then Owner will pay the Broker's Fee in paragraph 6(B).

Broker/Licensee Initials: _____

Owner Initials: AP



- C. If a lease for which a Broker's Fee is payable contains a percentage rent clause, Owner will pay Broker's Fee on the percentage rent payable by the buyer/tenant at the rate applicable to the period of the lease term for which the percentage rent is payable. The Broker's Fee will be paid within 15 days after receipt of each buyer/tenant payment.
- D. In the event Owner sells or otherwise disposes of Owner's interest in the Property, Owner must pay Broker's Fee as set forth in this Contract or any other agreement of which it is a party. In this case, all payments will immediately become due and payable in full prior to sale, including those fees otherwise payable over the term of any lease(s) or otherwise payable in the future.

10. BROKER'S FEE IF SALE OR LEASE DOES NOT OCCUR

In the event of any of the following, Broker's Fee will be calculated on the listed price of the Property. Owner will pay Broker's Fee when:

- A. A ready, willing, and able buyer, or in the case of a lease or other tenancy, a ready, willing, and able tenant, is found by Broker or by anyone, including Owner. A willing buyer is one who will buy the Property at the price and terms stated in this Contract, or at any other price and terms agreeable to Owner. A willing tenant is one who will lease the Property at the price and terms stated in this Contract, or at any other price and terms agreeable to Owner.
- B. The Property, or any part of it, is taken by any government for public use (Eminent Domain) which makes the Property unmarketable in its total state as offered in this Contract.
- C. The Property, or an interest in it, is voluntarily or involuntarily donated or transferred.
- D. Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed, or transferred to another person or entity that, as of the date of this Contract, does not have any ownership interest in Owner.
- E. Owner withdraws the Property from the market; acts as if the Property is not on the market; breaches, terminates or cancels this Contract; causes or allows the Property to be made unmarketable or to be reduced in value; or fails to do the things required of Owner in the Agreement of Sale or Lease.

11. BROKER'S FEE IN CASE OF BUYER/TENANT DEFAULT

If a buyer/tenant enters into an Agreement of Sale or Lease, then refuses to buy or rent the Property, or if the buyer/tenant is unable to buy or rent because of failing to do the things required of the buyer/tenant in the Agreement of Sale or Lease, Owner will pay Broker:

- A. 1/2 off/from monies paid by buyer/tenant on account of the transaction, including, but not limited to, extension fees, option payments, liquidated damages, judgments, etc., OR
- B. Broker's Fee, whichever is less.

12. DUAL AGENCY

Owner agrees that Broker may also represent the buyer(s)/tenant(s) of the Property. Broker is a DUAL AGENT when representing both Owner and the buyer/tenant in the sale/lease of a property.

13. DESIGNATED AGENCY

- Not Applicable.
- Applicable. Broker may designate licensees to represent the separate interests of Owner and the buyer/tenant. Licensee is the Designated Agent, who will act exclusively as the Agent for the Owner. If Property is introduced to the buyer/tenant by a licensee in the Company who is not representing the buyer/tenant, then that licensee is authorized to work on behalf of the Owner. If Licensee is also the Agent for the buyer/tenant, then Licensee is a DUAL AGENT.

14. BROKER'S SERVICES TO BUYER Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; insurance, construction, repair, or inspection services.

15. OTHER PROPERTIES Owner agrees that Broker may list other properties for sale or rent, and that Broker may show other properties to prospective buyers/tenants.

16. ADDITIONAL OFFERS Unless prohibited by Seller, if Broker is asked by a buyer or cooperating broker about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee identified in this Contract, by another Licensee working with Broker, or by a cooperating Broker. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

17. OWNER REPRESENTS

Owner represents and warrants that:

- A. Owner, or each person signing this Contract on behalf of Owner, has the full right, power and authority to execute this Contract as or on behalf of Owner;
- B. Owner owns the Property and/or has the full right, power, and authority to complete the sale or lease as provided in this Contract;
- C. Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate, or conservatorship proceeding;
- D. Owner has no notice or knowledge that any tenant or sub-tenant of the Property, if any, is the subject of a bankruptcy or insolvency proceeding;
- E. There are no effective, valid, or enforceable option rights, rights of first refusal, rights of first offer, or any other restrictions, impediments, or limitations on Owner's right, ability, and capacity to complete a sale or lease of the Property, except as disclosed in writing as required in paragraph 5(C).

Broker/Licensee Initials: _____ / _____

Owner Initials: hl



F. If the transaction is a sale, Owner is legally able to sell the Property with a fee simple title, free and clear, except as follows:

1. Mortgage _____ Account # _____
Address _____ Phone _____
Approx. Balance _____
2. Additional mortgage, equity loans, debts, liens, judgments, or taxes in arrears, municipal notices or assessments received, mineral rights agreements, etc. _____

18. OWNER AUTHORIZES BROKER

Owner authorizes:

- Sale Signs Sold Signs Key in Office Lock Box General Advertising
- Distribution of information regarding the Property to: a Multiple Listing Service; economic development agencies; other brokers; and potential buyers and tenants of the Property. All information given to Broker by Owner can be used by Broker as Broker deems appropriate. After the sale or lease has been completed, Broker may publicize the terms of the sale or lease.
- Other _____

19. COPYRIGHT

In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

20. PROPERTY INFORMATION

Owner is hereby advised of Owner's duty to disclose known material defects and conditions about the Property. If the Property contains not less than one and not more than four residential dwelling units Owner may be required by the Real Estate Seller Disclosure Law (68 C.S. §7301 et seq.) to disclose these defects and conditions on a separate disclosure statement.

- A. Within 5 days of the Starting Date of this Contract, Owner will will not deliver a completed Property Information Sheet to Broker.
- B. Owner represents and warrants that there are no known material defects or environmental hazards affecting the Property including, but not limited to, contamination by radon gas, asbestos, polychlorinated biphenyls, underground storage tanks, or petroleum products, except as noted on a separate disclosure statement or as follows: _____

C. Owner hereby agrees to indemnify, defend (with counsel reasonably acceptable to Broker), and hold Broker harmless against claims, actions, suits, liabilities, costs, and expenses arising out of Owner's failure to disclose known material defects and conditions, including judgments, costs of defense, attorneys' fees, and settlement. This clause will survive the Contract.

21. PROPERTY MAINTENANCE

- A. Owner has full responsibility for maintenance, repair, replacement, operation, and security of the Property. Broker will not be liable for any loss, damage, or injury to the Property or to Owner, any tenants of the Property, any buyer, prospective buyer, tenant, or prospective tenant, or any other person, including those that may occur as a result of Broker's use of a lock box. Owner will hold harmless Broker, Licensee, Broker's employees and agents, and will indemnify such persons and entities from and against all claims, suits, and liability as may arise from property damage or injuries that occur on or about the Property, including judgments, costs of defense, attorneys' fees, and settlement.
- B. Owner hereby releases and relieves Broker, and waives Owner's entire right of recovery against Broker, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Broker.

22. DEPOSIT MONEY

- A. Broker, or any person Owner and the buyer name in the Agreement of Sale, will keep all deposit monies paid by or for the buyer in an escrow account. This escrow account will be held as required by real estate licensing laws and regulations until the sale or exchange of the Property is final. Owner agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Owner has accepted an offer.
- B. If Owner joins Broker or Licensee in a lawsuit for the return of deposit monies, Owner will pay Broker's and Licensee's attorneys' fees and costs.

Broker/Licensee Initials: _____

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Owner Initials: hl

23. **RECOVERY FUND** Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania), and (717) 783-4854 (outside Pennsylvania).

24. **TRANSFER OF THIS CONTRACT**

A. Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker when:

- 1. Broker stops doing business, OR
2. Broker forms a new real estate business, OR
3. Broker joins his business with another.

Owner agrees that Broker may transfer this Contract to another broker. Broker will notify Owner immediately in writing when a transfer occurs or Broker will lose the right to transfer this Contract. Owner will follow all requirements of this Contract with the new broker.

B. Should Owner give or transfer the Property, or an ownership interest in it, to anyone, or should ownership change during the term of this Contract, all owners will follow the requirements of this Contract.

25. **NOTICE TO PERSONS OFFERING TO SELL OR RENT REAL PROPERTY IN PENNSYLVANIA** Federal and state laws make it illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

26. **NO OTHER CONTRACTS** Owner will not enter into another listing contract for the Property with another broker that begins before the Ending Date of this Contract or any extensions thereof.

27. **ALTERNATIVE TRANSACTION** If the sale or lease of the Property changes to any other transaction, including but not limited to sale, lease, exchange, option to buy, right of first refusal, ground lease, sublease or assignment of lease, or expansion or relocation of Tenant in any other property of Owner, then Broker will be Owner's sole and exclusive Agent for the transaction and will represent Owner under the terms and conditions of this Contract.

28. **CONFLICT OF INTEREST** A conflict of interest is when Broker has a financial or personal interest where Broker cannot put Owner's interests before any other. If the Broker, or any of Broker's salespeople, has a conflict of interest, Broker will notify Owner in a timely manner.

29. **ENTIRE CONTRACT** This Contract is the entire agreement between Broker and Owner. Any verbal or written agreements that were made prior to the signing of this Contract are not a part of this Contract and are not binding.

30. **CHANGES TO THIS CONTRACT** All changes to this Contract must be in writing and signed by Broker and Owner.

31. **BANKRUPTCY** Owner will notify Broker immediately in the event the Property comes under the jurisdiction of a bankruptcy court. If Owner is the subject of bankruptcy, Owner will take all steps necessary to obtain court approval of Broker's appointment to sell or lease the Property, unless Broker elects to terminate this Contract upon notice of the bankruptcy.

32. **NOTICE BEFORE SIGNING** When signed by both parties, this is a legal contract. Owner acknowledges that Broker has advised Owner to consult and retain experts to advise and represent Owner concerning the legal and tax effects of this Contract and the completion of the sale, lease, or alternative transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Broker will have no obligation to investigate any such matters unless expressly agreed to in writing by Broker and Owner. Owner further acknowledges that in determining the financial soundness of any prospective buyer, tenant, or security offered, Owner will rely solely on Owner's own investigation, regardless of Broker's assistance in gathering information.

Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed below.

Owner has read the entire Contract before signing. All Owners must sign this Contract. Return by facsimile (FAX) constitutes acceptance of this Contract.

NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT AN ATTORNEY.

OWNER'S MAILING ADDRESS: 800 South 15th St Philadelphia PA 19146

PHONE: 215-732-6518 FAX: 215-985-9430 E-MAIL:

OWNER Shaked A. Dawan sdawan@universal.com/0115-079 Universal Community Homes DATE 8-23-2012

OWNER [Signature] DATE

OWNER DATE

BROKER (Company Name) Coldwell Banker Preferred

ACCEPTED BY DATE



COMMERCIAL PROPERTY INFORMATION SHEET

CPI

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

1 PROPERTY 1520-1536 South St, 1537-39 Kater St

2 OWNER Universal Community Homes

3 Owner is providing information to help Broker market the Property. This Statement is not a substitute for any inspections or warranties that a buyer may wish to obtain. This Statement is not a warranty of any kind by Owner or a warranty or representation by any listing real estate broker (Agent for Owner), any real estate broker, or their agents.

7 Property Type: Office Retail Industrial Multi-family Land Institutional
Hospitality Other: Commercial Building

10 1. OWNER'S EXPERTISE Owner does not possess expertise in contracting, engineering, environmental assessment, architecture, or other areas related to the construction and conditions of the Property and its improvements, except as follows:

13 2. OCCUPANCY Do you, Owner, currently occupy the Property? Yes No
If no, when did you last occupy the Property? No

15 3. DESCRIPTION Bldg only
A. Land Area: 11,419 sq ft
B. Dimensions: 95' x 120' - Bldg only
C. Shape:
D. Building Square Footage: 13,920 sq ft

20 4. PHYSICAL CONDITION
A. Age of Property: 92 yrs Additions: None
B. Roof
1. Age of roof(s): Unknown
2. Type of roof(s): Rubber
3. Has the roof been replaced or repaired during your ownership? Yes No
4. Has the roof ever leaked during your ownership? Yes No
5. Do you know of any problems with the roof, gutters, or downspouts? Yes No
Explain any yes answers you give in this section: Lobby roof leaking

31 C. Structural Items, Basements and Crawl Spaces
1. Are you aware of any water leakage, accumulation, or dampness in the building or other structures? Yes No
2. Does the Property have a sump pump? Yes No
3. Do you know of any repairs or other attempts to control any water or dampness problem in the building or other structures? Yes No
4. Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, floors, or other structural components? Yes No
Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the date and person by whom any repairs were done, if known:

42 D. Mechanical Systems None
1. Type of heating: Forced Air Hot Water Steam Radiant
Other:
2. Type of heating fuel: Electric Fuel Oil Natural Gas Propane (on-site) Central Plant
Other types of heating systems or combinations:
3. Are there any chimneys? Yes No If yes, how many? None
Are they working? Yes No When were they last cleaned?
4. List any buildings (or areas in any buildings) that are not heated:
5. Type of water heater: Electric Gas Oil Capacity: None
Other:

55 Buyer Initials:

Owner Initials: ll



56 6. Type of plumbing: Copper Galvanized Lead PVC Unknown 56
57 Other: None 57
58 7. Are you aware of any problems with plumbing or heating systems or fixtures on the Property? Yes No 58
59 If yes, explain: _____ 59
60 _____ 60
61 8. Type of air conditioning: Central Electric Central Gas Wall None Capacity: _____ 61
62 List any buildings (or areas of any buildings) that are not air conditioned: _____ 62
63 _____ 63
64 9. Type of electric service: _____ AMP 220 Volt 3-phase 1-phase KVA: _____ 64
65 Other: None 65
66 Transformers: _____ Type: _____ 66
67 Are you aware of any problems or repairs needed in the electrical system? Yes No If yes, explain: _____ 67
68 _____ 68
69 10. Are you aware of any problems with any item in this section that has not already been disclosed? Yes No 69
70 If yes, explain: _____ 70
71 _____ 71
72 _____ 72
73 E. Site Improvements 73
74 1. Are you aware of any problems with storm-water drainage? Yes No 74
75 2. Are you aware of any past or present problems with driveways, parking areas, sidewalks, curbs, other paved surfaces, or retaining walls 75
76 on the Property? Yes No 76
77 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the date and 77
78 person by whom any repairs were done, if known: _____ 78
79 _____ 79
80 _____ 80
81 F. Other Equipment 81
82 1. Exterior Signs: Yes No How many? _____ Number Illuminated: _____ 82
83 2. Elevators: Yes No How many? _____ Cable Hydraulic rail 83
84 Working order? Yes No Certified through (date) _____ Date last serviced _____ 84
85 3. Skylights: Yes No How many? _____ 85
86 4. Overhead Doors: Yes No How many? _____ Size: _____ 86
87 5. Loading Docks: Yes No How many? _____ Levelers: Yes No 87
88 6. At grade doors: Yes No How many? _____ 88
89 7. Are you aware of any problems with the equipment listed in this section? Yes No 89
90 If yes, explain: _____ 90
91 _____ 91
92 G. Fire Damage 92
93 1. To your knowledge, was there ever a fire on the Property? Yes No 93
94 2. Are you aware of any unrepaired fire damage to the Property and any structures on it? Yes No 94
95 If yes, explain location and extent of damage: _____ 95
96 H. Are you aware of any problems with water and sewer lines servicing the Property? Yes No 96
97 If yes, explain: _____ 97
98 _____ 98
99 I. Alarm/Safety Systems 99
100 1. Fire: Yes No In working order? Yes No 100
101 If yes, connected to: Fire Department Yes No Monitoring Service: Yes No 101
102 2. Fire extinguishers: Yes No 102
103 3. Smoke: Yes No In working order? Yes No 103
104 4. Sprinkler: Yes No Inspected/certified? Yes No 104
105 Wet Dry Flow rate: _____ 105
106 5. Security: Yes No In working order? Yes No 106
107 If yes, connected to: Police Department: Yes No Monitoring Service: Yes No 107
108 6. Are there any areas of the Property that are not serviced by the systems in this section? Yes No 108
109 If yes, explain: _____ 109
110 _____ 110
111 5. ENVIRONMENTAL 111
112 A. Soil Conditions 112
113 1. Are you aware of any fill or expansive soil on the Property? Yes No 113
114 If yes, were soil compaction tests done? Yes No If yes, by whom? _____ 114
115 _____ 115

- 117 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect 117
 118 the Property? Yes No 118
 119 3. Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect the Property? 119
 120 Yes No 120

121 Explain any yes answers you give in this section: _____ 121
 122 _____ 122
 123 _____ 123

124 B. Hazardous Substances 124

- 125 1. Are you aware of the presence of any of the following on the Property? 125
 126 Asbestos material: Yes No 126
 127 Formaldehyde gas and/or ureaformaldehyde foam insulation (UFFI): Yes No 127
 128 Discoloring of soil or vegetation: Yes No 128
 129 Oil sheen in wet areas: Yes No 129
 130 Contamination of well or other water supply: Yes No 130
 131 Proximity to current or former waste disposal sites: Yes No 131
 132 Proximity to current or former commercial or industrial facilities: Yes No 132
 133 Proximity to current, proposed, or former mines or gravel pits: Yes No 133
 134 Radon levels at or above 4 picocuries per liter: Yes No 134
 135 Use of lead-based paint: Yes No 135

136 Note: If Property contains a residence with one to four dwelling units, and the structure was constructed, or construction began, before 136
 137 1978, you must disclose any knowledge of lead-based paint and any reports and/or records of lead-based paint on the Property. 137

138 Are you aware of any lead-based paint or lead-based paint hazards on the Property? Yes No 138
 139 If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____ 139
 140 _____ 140
 141 _____ 141

142 Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? Yes No 142
 143 If yes, list all available reports and records: _____ 143
 144 _____ 144
 145 _____ 145

- 146 2. To your knowledge, has the Property been tested for any hazardous substances? Yes No 146
 147 3. Are you aware of any storage tanks on the Property? Yes No Aboveground Underground 147
 148 Total number of storage tanks on the Property: 1 Aboveground 0 Underground 148
 149 Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? Yes No 149
 150 If no, identify any unregistered storage tanks: 1 Oil Tank in Basement 150
 151 Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? Yes No 151
 152 Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage 152
 153 tank? Yes No 153
 154 Do methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak detection sys- 154
 155 tem, an inventory control system, and a tank testing system? Yes No Explain: _____ 155
 156 _____ 156
 157 _____ 157
 158 Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Property? 158
 159 Yes No If yes, have you reported the release to and corrective action to any governmental agency? Yes No 159
 160 Explain: _____ 160
 161 _____ 161
 162 _____ 162

163 4. Do you know of any other environmental concerns that may have an impact on the Property? Yes No 163
 164 Explain any yes answers you give in this section: Asbestos 164
 165 _____ 165
 166 _____ 166

167 C. Wood Infestation 167

- 168 1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the Property? Yes No 168
 169 2. Are you aware of any damage to the Property caused by termites/wood-destroying insects, dryrot, or pests? Yes No 169
 170 3. Is the Property currently under contract by a licensed pest control company? Yes No 170
 171 4. Are you aware of any termite/pest control reports or treatments for the Property in the last five years? Yes No 171
 172 Explain any yes answers you give in this section: _____ 172
 173 _____ 173
 174 _____ 174

175 D. Natural Hazards/Wetlands 175

- 176 1. To your knowledge, is this Property, or part of it, located in a flood zone or wetlands area? Yes No 176
 177 2. Do you know of any past or present drainage or flooding problems affecting the Property? Yes No 177

178 Buyer Initials: _____

Owner Initials: al 178



3. To your knowledge, is this Property, or part of it, located in an earthquake or other natural hazard zone? Yes No
Explain any yes answers you give in this section: _____

6. UTILITIES

A. Water

1. What is the source of your drinking water? Public Community System Well on Property
 Other: _____

2. If the Property's source of water is not public:
When was the water last tested? _____

What was the result of the test? _____

Is the pumping system in working order? Yes No

If no, explain: _____

3. Is there a softener, filter, or other purification system? Yes No

If yes, is the system: Leased Owned

4. Are you aware of any problems related to the water service? Yes No

If yes, explain: _____

B. Sewer/Septic

1. What is the type of sewage system? Public Sewer Community Sewer On-site (or Individual) sewage system
If on-site, what type? Cesspool Drainfield Unknown

Other (specify): _____

2. Is there a septic tank on the Property? Yes No Unknown

If yes, what is the type of tank? Metal/steel Cement/concrete Fiberglass Unknown

Other (specify): _____

3. When was the on-site sewage disposal system last serviced? _____

4. Is there a sewage pump? Yes No

If yes, is it in working order? Yes No

5. Are you aware of any problems related to the sewage system? Yes No

If yes, explain: _____

C. Other Utilities

1. The Property is serviced by the following: Natural Gas Electricity Telephone

Other: _____

7. TELECOMMUNICATIONS

A. Is a telephone system included with the sale of the Property? Yes No

If yes, type: _____

B. Are ISDN lines included with the sale of the Property? Yes No

C. Is the Property equipped with satellite dishes? Yes No

If yes, how many? _____ Location: _____

D. Is the Property equipped for cable TV? Yes No

If yes, number of hook-ups: _____ Location: _____

E. Are there fiber optics available to the Property? Yes No Is the building wired for fiber optics? Yes No

Does the Property have T1 or other capability? Yes No

8. GOVERNMENTAL ISSUES/ZONING/USE/CODES

A. Compliance, Building Codes & OSHA

1. Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property?

Yes No

2. Do you know of any violations of building codes or municipal ordinances concerning this Property? Yes No

3. Do you know of any health, fire, or safety violations concerning this Property? Yes No

4. Do you know of any OSHA violations concerning this Property? Yes No

5. Do you know of any improvements to the Property that were done without building or other required permits? Yes No

Explain any yes answers you give in this section: _____

B. Condemnation or Street Widening

1. To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thoroughfare, rail, or utility construction, a redevelopment project, street widening or lighting, or other similar public projects? Yes No

If yes, explain: _____

Buyer Initials: _____

CPI Page 4 of 6

Owner Initials: *hl*

This contract is for use by Coldwell Banker Preferred. Use by any other party is illegal and voids the contract.

**Instant
Forms**

241 C. Zoning 241
242 1. The Property is currently zoned C-2 by the 242
243 (county, ZIP) Philadelphia 19146 243
244 2. Current use is: conforming non-conforming permitted by variance permitted by special exception 244
245 3. Do you know of any pending or proposed changes in zoning? Yes No 245
246 If yes, explain: _____ 246

247
248 D. Is there an occupancy permit for the Property? Yes No 248
249 E. Is there a Labor and Industry Certificate for the Property? Yes No 249
250 If yes, Certificate Number is: _____ 250
251 F. Is the Property a designated historic or archeological site? Yes No 251
252 If yes, explain: Front facade has a historic designation 252
253 _____ 253

254 9. LEGAL/TITLE ISSUES 254
255 A. Are you aware of any encroachments or boundary line disputes regarding the Property? Yes No 255
256 B. Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, 256
257 charges, agreements, or other matters which affect the title of the Property? Yes No 257
258 C. Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, 258
259 agreements, or other matters which affect the title of the Property that have not been recorded in the official records of the county recorder 259
260 where the Property is located? Yes No 260
261 D. Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid? 261
262 Yes No 262
263 E. Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? Yes No 263
264 F. Are you aware of any reason, including a defect in title, that would prevent you from conveying title to the Property? Yes No 264
265 G. Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property that cannot 265
266 be satisfied by the proceeds of this sale? Yes No 266
267 H. Are you aware of any insurance claims filed relating to the property? Yes No 267
268 Explain any yes answers you give in this section: historic facade restriction 268
269 _____ 269
270 _____ 270

271 10. RESIDENTIAL UNITS 271
272 A. Is there a residential dwelling unit located on the Property? Yes No If yes, number of residential dwelling units: _____ 272
273 Note: If one to four residential dwelling units are to be sold with, or as part of, the Property, Owner must complete a Seller's Property 273
274 Disclosure Statement, as required by the Pennsylvania Real Estate Seller's Disclosure Law (68 P.S. §7301 et. seq.). 274

275 11. TENANCY ISSUES 275
276 A. Are you aware of any existing leases, subleases or other tenancy agreements affecting the Property? Yes No 276
277 B. Are there any verbal agreements or understandings with tenants that are not specifically recorded in the lease (e.g., a promise not to increase 277
278 rent, an implied agreement to let tenant end lease early, a first right of refusal on adjoining space)? Yes No 278
279 C. Are there any tenants for whom you do not currently have a security deposit? Yes No 279
280 D. Are there any tenants who have been 5 or more days late with their rent payment more than once this year? Yes No 280
281 E. Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges? Yes No 281
282 F. Are there any tenants who are in default of the lease for other than monetary reasons (e.g., failure to comply with rules, regulations, lease 282
283 terms, etc.)? Yes No 283
284 G. Are there any tenants that you have reason to believe are likely to fall into default of their lease within the next six months? 284
285 Yes No 285
286 H. Is there any tenant that you would consider evicting or not offering an opportunity for renewal? Yes No 286
287 I. Are you currently involved in any type of dispute with any tenant? Yes No 287
288 Explain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary: 288
289 _____ 289
290 _____ 290
291 _____ 291

292 12. DOMESTIC SUPPORT LIEN LEGISLATION 292
293 A. Has any Owner, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a domestic 293
294 relations office in any Pennsylvania county? Yes No 294
295 If yes, list name and social security numbers of Owner(s) obligated to pay, the county, and the Domestic Relations File or docket number: 295
296 _____ 296
297 _____ 297
298 _____ 298

300 13. LAND USE RESTRICTIONS OTHER THAN ZONING 300

301 A. Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment 301

302 Act (72 P.S. §5490.1 et seq.) (Clean and Green Program)? Yes No 302

303 Note: An Owner of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use 303

304 of Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer. The sale of Property 304

305 enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax assessment for 305

306 the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and 306

307 Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid 307

308 under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are 308

309 charged for each year that the Property was enrolled in the program, limited to the past 7 years. 309

310 B. Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941 et seq.) 310

311 (an Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply, 311

312 or open spaces uses)? Yes No 312

313 Note: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on 313

314 an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner 314

315 and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants 315

316 automatically renew at the end of the covenant period unless specific termination notice procedures are followed. When a breach of 316

317 the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of 317

318 taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that 318

319 the Property was subject to the covenant, limited to the past 5 years. 319

320 C. Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green and Open 320

321 Space, that contains any covenants, subdivision restrictions, or other restrictions affecting the Property? Yes No 321

322 Explain any yes answers you give in this section: _____ 322

323 _____ 323

324 _____ 324

325 14. SERVICE PROVIDER/CONTRACTOR INFORMATION 325

326 A. Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g., elevators, 326

327 other equipment, pest control). Attach additional sheet if necessary: None 327

328 _____ 328

329 _____ 329

330 _____ 330

331 B. Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g., security 331

332 alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary: None 332

333 _____ 333

334 _____ 334

335 _____ 335

336 C. Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water softener, sewage, 336

337 on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: None 337

338 _____ 338

339 _____ 339

340 _____ 340

341 The undersigned Owner represents that the information set forth in this document is accurate and complete to the best of Owner's knowl- 341

342 edge. Owner permits Broker to share information contained in this document with prospective buyers/tenants and other real estate licensees. 342

343 OWNER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Owner will 343

344 notify Broker in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the Property 344

345 following completion of this form. 345

346 OWNER [Signature] DATE 8-23-2012 346

347 OWNER _____ DATE _____ 347

348 OWNER _____ DATE _____ 348

349 BUYER _____ DATE _____ 349

350 BUYER _____ DATE _____ 350

351 BUYER _____ DATE _____ 351

