

RESIDENT/ PROPERTY OWNER NOTICE
WHITPAIN TOWNSHIP ZONING HEARING BOARD

Whitpain Township Zoning Hearing Board will hold a public meeting on Thursday, July 17, 2025, at 7:00 p.m. at the Whitpain Township Building, 960 Wentz Road, Blue Bell, Pennsylvania, 19422 in order to hear and possibly render decision on the following new matter:

2454-25 – Montgomery County SPCA for property located at 1450 Union Meeting Road, Blue Bell, PA, 19422, request a special exception under Section 160-102(E)(1) of the Whitpain Zoning Code to allow the SPCA to operate a 35,000 sf (more or less) animal shelter and vet clinic that will include a pet resource center, adoption space, intake space, and public classrooms. This Property is located in the AR-Administrative Research Zoning District.

This notice is being mailed to you in accordance with the Township's Zoning Ordinance, including Section 160-240, that requires the mailing or serving notice to the owners or occupiers, if known, of every lot on the same street within 500ft of the property that is the subject of the hearing or, if not on the same street, within 150ft of the subject property.

Copies of the application, exhibits, site plans or other materials received by the Township in connection with the above matter are on file with the Zoning Officer at the Township Building. Paper copies may be requested in writing from the Township at a cost as permitted by law. Applications and plans are also available for review on the Township's website at www.whitpaintownship.org. All hearings will be held in-person and, unless an accommodation has been granted, all applicants, witnesses and individuals seeking to be a party to the proceeding or any individual wanting to provide public comment must be present to participate. Therefore, be advised that only testimony, evidence and public comment made before the Zoning Hearing Board may be considered as part of each hearing. Persons who wish to attend or participate in the above-referenced hearings and require an auxiliary aid, service or other accommodation, please contact the Township ADA Coordinator at 610-277-2400 or send an email to buildingandzoning@whitpaintownship.org within five days of the hearing.

Members of the public who wish to be considered a party to the proceedings may contact Whitpain Township at 610-277-2400 or send an email to buildingandzoning@whitpaintownship.org to request information about the procedure. The Zoning Hearing Board determines at the hearing who may participate in the hearing as a party in accord with Section 908(3) of the Pennsylvania Municipalities Planning Code hereafter referred to as the "MPC." The MPC permits party status to any person or persons "affected" by the Application. Having taxpayer status and/or township resident status alone is not enough to obtain party status; however a person whose property or business abuts the property that is the subject of the Application is typically deemed to

be affected and sufficient for party status. Ultimately, it is the Zoning Hearing Board that makes the party status determination after reviewing the request.

You need not be a party in order to provide comment on an application. The Zoning Hearing Board will hear public comment on each application prior to closing the hearing. Following the close of the hearing, the Zoning Hearing Board will render a decision, unless it deems that additional time is required for consideration and deliberation, in which case it will continue the public meeting to an announced date and time for that purpose.

The Whitpain Township Planning Commission will also review these applications on Tuesday, July 8, 2025, at 7:00 PM in their capacity as an advisory body to the Township Board of Supervisors. If you have additional questions regarding the Planning Commission meeting and your ability to participate, please contact Whitpain Township at 610-277-2400. Applicants are encouraged to attend the Planning Commission meeting in order to better understand the requested zoning relief prior to the hearing before the Zoning Hearing Board.

**ZONING HEARING BOARD
OF WHITPAIN TOWNSHIP**

RECEIVED

Case: ZHB #2454-25



JUN 16 2025

Whitpain Township
960 Wentz Road
Blue Bell, PA 19422
610.277.2400

Codes@WhitpainTownship.org

WHITPAIN TOWNSHIP

Code Enforcement Department
Zoning Hearing Board Application

1. Required Information:

Applicant/Attorney Name: Montgomery County SPCA

Applicant is:

☐

Owner

☒

Equitable Owner

☐

Attorney

Applicant Address:

c/o Arthur Howe, President, 19 E. Ridge Pike, P.O. Box 222, Conshohocken, PA 19428

Phone:

Email: arthowe@gmail.com

Subject Property Address:

1450 Union Meeting Road, Blue Bell, PA 19422

2. Application Type (select all that apply):

☐

Variance

☐

Appeal of the determination of Zoning Officer

☐

Appeal from a Zoning Enforcement Notice

☒

Special Exception

☐

Request to extend a previously granted variance or special exception prior to expiration

☐

Other:

3. Description of Project and Relief Request in Detail (required):

See Attached Addendum

4. Signatures:

Applicant:

Craig Robb

Attorney for Applicant/Owner

Date: September 16, 2024

Property Owner:

Date:

For Office Use Only	
Fee: <u>\$1,600.00</u>	Zoning District: <u>AR</u>
Article: <u>XVII</u>	Section: <u>160-102 (E)(1)</u>
Article: _____	Section: _____
Article: _____	Section: _____
Article: _____	Section: _____
Article: _____	Section: _____
Reviewed By: <u>TD</u>	Review Date: <u>6/17/25</u>

Craig R. Lewis, Esquire
Kaplin Stewart Meloff Reiter & Stein, PC
Union Meeting Corporate Center
910 Harvest Drive
Post Office Box 3037
Blue Bell, PA 19422
(610) 941-2584
rlewis@kaplaw.com

Attorneys for Applicant

**BEFORE THE ZONING HEARING BOARD
OF WHITPAIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

In the Matter of:

Montgomery County SPCA

Tax Parcel No. 66-00-07768-10-4

ADDENDUM TO ZONING HEARING BOARD APPLICATION

Montgomery County SPCA (“SPCA”), by and through their attorney Craig R. Lewis, Esquire, hereby files this addendum to its Application to the Whitpain Township Zoning Hearing Board seeking a special exception in accordance with Section 160-102.E of the Whitpain Township Zoning Ordinance, as further described herein, to permit a philanthropic use in the AR – Administrative Research District, and in support thereof states as follows:

1. **Name and Address of Applicant and Owners.** The Applicant in the matter is Montgomery County SPCA (“SPCA”), c/o Arthur Howe, President, 19 E. Ridge Pike, P.O. Box 222, Conshohocken, PA 19428-0222.

In accordance with and agreement of sale dated June 12, 2025, a redacted copy of which is attached hereto as **Exhibit “A”**, SPCA is the equitable owner of that certain 5.0 acre (+/-) parcel of real property located at 1450 Union Meeting Road, Blue Bell, PA 19422 which is identified as Tax Parcel Identification number 66-00-07768-10-4 (“**1450 Property**”).

In accordance with a Deed dated September 24, 2015, a copy of which is attached hereto as **Exhibit “B”**, Legacy Blue Bell, LLC (“**Legacy**”), c/o Michael Price, Legacy Real Estate Ventures, LLC, 89 W. Concord Street, Boston, Massachusetts, 02118, is the legal owner of the 1450 Property

2. **Description of the Property.** The 1450 Property is a 5.0 acre (+/-) parcel located near the intersection of Jolly Road and Union Meeting Road. As detailed on the ALTA/ACSM Land Title Survey Plan prepared by Chambers Associates, Inc, dated August 12, 2015 last revised September 18, 2015 (“**ALTA Plan**”), the Property is presently developed with an approximately 35,240 s.f. Office/Flex building (“**Existing Building**”). A copy of the ALTA Plan is attached hereto as **Exhibit “C”**. The Existing Building is served by 141 off street parking spaces. As detailed on the ALTA Plan, the Property has vehicular access from both Jolly Road and Union Meeting Road. The Existing Building is served by two loading docks on the eastern side of the building; one loading dock is a drive-in rollup door and the other is a dock-high loading facility.

In accordance with the Whitpain Township Zoning Code (“**Code**”) and the Whitpain Township Zoning Map, the 1450 Property is located within the A-R – Administrative Research Zoning District (“**AR District**”).

3. **Zoning.** Pursuant to the Code the 1450 Property is principally located in the AR District and thus governed by Article XVIII of the Code.

4. **Proposed Use.** The Montgomery County SPCA is a nonprofit organization dedicated to animal protection and caring for abandoned, unwanted, lost and abused domestic animals. Established in 1909 and chartered in 1916, the SPCA currently operates three location across Montgomery County with its current headquarters located along Ridge Pike in

Conshohocken. Additional historical and descriptive materials about the SPCA are attached hereto as **Exhibit “D”**.

The existing SPCA headquarters facility is outdated and undersized to serve its mission. SPCA has entered into an agreement of sale to purchase the 1450 Property to establish a new state-of-the-art facility for the furtherance of its mission and to further serve the community at large. As depicted on the Site Plan and related Architectural Plans which are attached hereto as **Exhibit “E”**, the SPCA’s will partner with Animal Arts (a leading national architecture and design firm specializing in shelters, animal welfare and veterinary services) to renovate and repurpose the existing building to create an approximately 35,000 s.f. animal shelter and veterinary clinic (“**Proposed Use**”). The Proposed use will allow the SPCA to modernize its facilities to insure adherence to current animal welfare best practices and modern shelter standards. It will further allow the SPCA to serve as a pet resource center by providing pet retention resources to members of the public, including, inter alia, access to low-cost veterinary services, behavioral assistance, and a free community pet food pantry. As further detailed in Exhibit “E”, the Proposed Use will include adoption space, intake space, veterinary care space, animal sheltering space, as well as public classroom space to provide community outreach.

The proposed renovation will include aesthetic improvements but will not expand the footprint of the existing building. The only site improvements will be the removal of portions of the unnecessary parking facilities to create “dog yards” to provide sheltered dogs with ample opportunity for supervised outdoor play time. Images of the proposed “dog yards” are included as part of **Exhibit “E”**.

5. **Relief Requested.** Uses in the AR District are governed by §160-102 of the Code. Specifically, Section 160-102.E(1) permits a philanthropic use where special exception approval

is obtained from the Zoning Hearing Board. The Proposed Use is aptly characterized and falls readily within the permitted philanthropic use and therefore requires a special exception under the Code. As such, SPCA requests a special exception pursuant to §160-102.E(1) of the Code.

6. **Standards and Criteria.** The Proposed Use is a permitted use within the AR District by special exception and represents a beneficial reuse of the Property.

"A Special Exception is not an exception to the zoning ordinance, but rather a use to which the applicant is entitled provided the specific standards enumerated in the ordinance for the special exception are met by the applicant." *In re AMA/Am. Mktg. Ass'n, Inc.*, 142 A.3d 923, 934 (Pa. Cmwlth. 2016). The existence of a [Special Exception] provision in a zoning ordinance indicates a legislative determination that the use is consistent with the municipality's zoning plan and is a use which is presumptively consistent with the public health, safety and welfare. *In re Cutler Group, Inc.*, 880 A.2d 39 (Pa. Cmwlth. 2005). An applicant seeking a special exception bears the burden of proving only that its request complies with the specific, objective requirements contained in the zoning ordinance. *41 Valley Associates v. Board of Supervisors of London Grove Township*, 882 A.2d 5 (Pa. Cmwlth. 2005).

Once an applicant for a special exception shows compliance with the specific criteria of the zoning ordinance, the burden shifts to the objectors, if any, to prove that there is a high probability that the proposed use will generate adverse impacts not normally generated by the type of use in question and that those atypical impacts pose a substantial threat to the health and safety of the community. *Heck v. Zoning Hearing Board for Harvey's Lake Borough*, 397 A.2d 15 (Pa. Cmwlth. 1979). Opponents of a special exception use may not meet their burden by *speculating* as to possible negative effects. *Manor Healthcare Corp. v. Lower Moreland Township Zoning Hearing Board*, 590 A.2d 65 (Pa. Cmwlth. 1991). Rather, after an applicant

for a special exception establishes that the proposed use complies with the objective requirements for the special exception use it may only be denied if objectors demonstrate, through competent and substantial evidence, that the impact of the proposed use on the public welfare is greater than that which would be expected from such a use in “normal” circumstances. *Ruddy v. Lower Southampton Township Zoning Hearing Board*, 683 A.2d 887 (Pa. 1996); *Dotterer v. Zoning Hearing Board of Upper Pottsgrove Township*, 588 A.2d 1023 (Pa. Cmwlth. 1991).

Where, as here, the ordinance specifically permits the above noted aspects of the Proposed Use by special exception, and the ordinance sets out no additional specific, objective criteria for consideration of the use, the SPCA is entitled to the special exception use, absent a showing of extreme, abnormal impact by objectors, if any.

Accordingly, the SPCA requests a special exception to permit its Proposed Use of the Property in conformity with applicable Township requirements.

WHEREFORE, Applicant requests that the Zoning Hearing Board grant the requested special exception in accordance with §160-102.E(1) of the Whitpain Township Zoning Ordinance and such other relief as is necessary to permit the Proposed Use as described herein.

Respectfully Submitted,



CRAIG R. LEWIS, ESQUIRE
Attorney for Applicant

Date: June 13, 2025.

EXHIBIT “A”

Agreement of Sale

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is made this _____ day of _____, 2025 (the "Agreement Date"), by and between **LEGACY BLUE BELL, LLC** (the "Seller") and **MONTGOMERY COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**, a Pennsylvania not for profit corporation (the "Purchaser").

WITNESSETH

A. Seller is the owner of that certain parcel or tract of land containing approximately five (5) acres located at 1450 Union Meeting Road, Whitpain Township, Montgomery County, Pennsylvania as described on Exhibit "A" attached hereto and made a part hereof (the "**Land**"), which Land is a part of the Property (hereinafter defined). The Land is improved with a building consisting of approximately thirty-five thousand three hundred eighty (35,380) square feet of rentable space (the "**Building**").

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller upon the terms and conditions set forth herein.

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

1. **SALE OF PROPERTY**. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer and convey to Purchaser and Purchaser hereby agrees to purchase from Seller, Seller's right, title and interest in and to the following (collectively, the "**Property**"):

A. **Realty**. The realty (the "**Realty**"), including the Land, the Building and other improvements set forth thereon, and all rights and appurtenances pertaining thereto, including but not limited to:

(1) All right, title and interest, if any, of Seller in and to any land in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land;

(2) All right, title and interest, if any, of Seller in and to any rights-of-way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining any part of the Land, any and all awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of the grade of any such highway, street, road or avenue;

(3) All right, title and interest, if any, of Seller in and to any easements adjacent to or serving the Realty;

(4) All sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the Realty; and

(5) Any reversionary rights attributable to Seller with respect to the

Realty; and

B. **Plans.** All of Seller's right, title and interest in and to all plans, drawings, specifications, surveys, engineering, inspection or similar reports and other technical descriptions relating to the Realty (to the extent freely assignable) (collectively, the "**Plans**"); and

C. **Incidental Rights.** All incidental rights relating to the Realty, including, but not limited to (collectively, the "**Incidental Rights**");

(1) All of Seller's right, title and interest in, to and under all contracts and other agreements relating to the construction, operation, maintenance or repair of the Realty which Purchaser desires to continue in effect (to the extent freely assignable);

(2) All of Seller's right, title and interest in, to and under all guarantees or warranties from third parties relating to the construction and/or operation of the Realty (to the extent freely assignable); and

(3) All governmental permits, approvals or licenses granted with respect to the ownership, construction, use, occupancy and operation of the Realty.

D. **Personalty.** All personal property and equipment owned by Seller as of the Agreement Date or acquired by Seller prior to the Closing and which is used in connection with the use, operation, repair or maintenance of the Realty, whether located on the Land or elsewhere, but excluding any personal property and/or equipment not owned by Seller (collectively, the "**Personalty**").

2. **PURCHASE PRICE.** Purchaser shall pay in exchange for the Property the sum of [REDACTED] (the "**Purchase Price**").

3. **MANNER OF PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

A. **Deposit.** Within three (3) business days of the Agreement Date, Purchaser shall deliver to LandServices USA, as escrow agent (the "**Escrow Agent**") the amount of [REDACTED] to be held in escrow by Escrow Agent in a federally insured interest bearing account until consummation or termination of this Agreement (including any interest accrued thereon, the "**Initial Deposit**"). If Purchaser has not terminated this Agreement prior to the expiration of the Investigation Period (as hereinafter defined) pursuant to Section 4(D) hereof, then within three (3) business days after the expiration of the Investigation Period, Purchaser shall deposit with Escrow Agent an additional deposit of [REDACTED] (the "**Additional Deposit**," and together with the Initial Deposit, the "**Deposit**"), which Additional Deposit shall be non-refundable, but applicable to the purchase price at Closing. Except as set forth elsewhere in this Agreement, at the Closing, Escrow Agent shall pay the Deposit to the title company which insures the title to the Realty for Purchaser (the "**Title Company**") to be used by the Title Company, together with other funds delivered to it by Purchaser, to pay the Purchase Price to Seller.

B. **Payment of Balance of Purchase Price.** At Closing, Purchaser shall pay to Seller the Purchase Price (subject to adjustments and apportionments set forth in this

Agreement) by certified check, bank check, title insurance company check or wire transfer of immediately available federal funds.

4. **INVESTIGATION PERIOD.**

A. **Investigation.** Purchaser shall have a period commencing on the Agreement Date and expiring at 5:00 P.M. (Eastern Standard Time) on the sixtieth (60th) day following the Agreement Date (the “**Investigation Period**”) to cause one or more of Purchaser’s experts to inspect and otherwise do that which in the opinion of Purchaser is prudent to determine the suitability of the Property for the uses intended by Purchaser (the “**Investigation**”). Purchaser shall exercise such option to extend the Investigation Period by delivering written notice to Seller prior to the expiration of the then-current Investigation Period. Purchaser shall not interfere with the use and occupancy of the Property by Seller and the tenant and occupant thereon, and shall not contact or interview the tenant or occupant of the Property without the prior written consent of Seller. Purchaser shall not perform any invasive or physical testing of the Property without Seller’s prior written consent (such consent may be withheld in Seller’s sole and absolute discretion), unless the Purchaser obtains a Phase 1 environmental report which recommends a Phase 2 report, in which case Seller’s consent shall not be unreasonably withheld, delayed, or conditioned. If such tests are performed, Purchaser shall promptly restore the Property to its original condition after the completion of any tests, inspections or investigations performed by Purchaser hereunder (the “**Physical Inspections**”) and such Physical Inspections shall be done in a workmanlike manner in accordance with all applicable laws, rules and regulations. Purchaser shall keep the Property free and clear of any liens which may arise as a result of any such Physical Inspections.

B. **Zoning Contingency.** If Purchaser determines during the Investigation Period that Purchaser must obtain zoning relief (including a special exception or use variance) in order to use the Property as an animal shelter and adoption center, subject only to conditions acceptable to Purchaser in its sole discretion (the “**Zoning Relief**”), then so long as Purchaser promptly commences pursuit of such Zoning Relief upon receipt of knowledge that such Zoning Relief is required and has used and continues to use its good faith diligent efforts to obtain the Zoning Relief, Purchaser shall have a period of up to sixty (60) days commencing on the expiration of the Investigation Period to obtain the Zoning Relief (such period being referred to hereinafter as the “**Zoning Period**”). If, at any time during the Zoning Period, the Purchaser believes in its reasonable judgment that it will not be able to obtain the Zoning Relief, the Purchaser shall be permitted to terminate this Agreement by written notice to Seller delivered prior to the expiration of the Zoning Period, in which case, the Deposit shall be released to the Purchaser and neither party shall have any obligation to the other. If Purchaser obtains the Zoning Relief (including the passage of the appeal period without an appeal to such determination being filed) earlier than the date that is sixty (60) days after the expiration of the Investigation Period, then the Zoning Period shall be deemed to expire on the date on which Purchaser obtains the Zoning Relief.

C. **Indemnification and Insurance.** Purchaser shall indemnify, defend and hold harmless Seller as well as its affiliates, directors, officers, members, partners, employees and agents (including Seller, each a “**Seller Indemnitee**”) against and in respect of, any and all damages, claims, losses, liabilities, costs and expenses (including, without limitation, reasonable legal fees), which may be imposed upon, incurred by or assessed against any of the Seller Indemnitees caused by the access and/or Investigation of the Property by Purchaser or any of Purchaser’s contractors, sub-contractors, brokers, consultants, affiliates, directors, officers,

members, partners, employees or agents (each, a “**Purchaser’s Consultant**”), except to the extent caused by the Seller or any Seller Indemnitee. Prior to any entry onto the Property for the purpose of conducting the Investigation by Purchaser or any of Purchaser’s Consultants, Purchaser shall furnish Seller with a copy of an effective certificate of insurance from a duly licensed insurance company approved by Seller in writing (such approval not to be unreasonably withheld, conditioned or delayed). Such policy shall provide coverage against any claim arising from the death of or injury to persons and any property damage of not less than Two Million Dollars (\$2,000,000) per occurrence, and shall name Seller as an additional insured.

D. **Confidentiality.** Purchaser shall maintain the confidentiality of any information regarding the Property that Purchaser becomes aware of prior to the Closing Date (hereinafter defined); provided, however, that Purchaser may disclose such matters to Purchaser’s prospective lenders, partners, attorneys, accountants, engineers, employees and other consultants to the extent reasonably necessary in connection with the Investigation and/or consummation of the transaction contemplated hereby, so long as Purchaser instructs such party of the foregoing confidentiality provision and such party agrees to be bound by this confidentiality provision.

E. **Termination.** If, at any time prior to the expiration of the Investigation Period, Purchaser determines that it is not satisfied for any reason, in its sole discretion, with the results of the Investigation, or the status of any other condition of the Property, whether known or unknown on the Agreement Date, or for no reason at all and notifies Seller in writing of its election to terminate this Agreement, this Agreement shall, without any further action by either Purchaser or Seller, become null and void and of no further force and effect (except for those provisions and obligations that explicitly survive the termination of this Agreement), in which event, Escrow Agent shall return the Deposit to Purchaser. If Purchaser fails to notify Seller in writing of Purchaser’s termination of this Agreement prior to the expiration of the Investigation Period, then Purchaser shall be deemed to conclusively accept the condition of the Property and to have waived any right to terminate this Agreement pursuant to this Section (except as related to the Zoning Relief) and Purchaser and Seller shall proceed to Closing in accordance with the other terms and conditions of this Agreement.

F. **Assignment of Investigation Materials and Incidental Rights.** In the event that this Agreement is terminated for any reason whatsoever, within five (5) business days of such termination, Purchaser and Purchaser’s Consultants shall each deliver to Seller and, to the extent requested by Seller, assign to Seller Purchaser’s rights to, at no cost or expense to Seller, any and all Plans and Incidental Rights regarding the Property, as well as copies of all engineering reports, environmental studies, surveys, land development and zoning analyses, letters of intent, correspondence, approvals and permits and other information relating to the Property, which have been generated by Purchaser or Purchaser’s Consultants, or are in the possession of Purchaser or any of Purchaser’s Consultants. At all times prior to Closing, Purchaser shall keep Seller apprised of any land development and/or zoning approvals that Purchaser is attempting to obtain and Seller shall cooperate no cost or expense to the Seller including, but not limited to, consenting to the filing of any zoning applications.

G. **Survival.** The provisions of this **Section 4** shall survive Closing or any earlier termination of this Agreement.

5. **TITLE.** Promptly after the Agreement Date, Purchaser shall order a search of title

to the Property to be made by the Title Company and, within five (5) business days of the Agreement Date, Purchaser shall deliver to Seller a copy of the title commitment (the "**Title Report**"), together with copies of any matters which are listed as exceptions on the Title Report. With regard to the exceptions set forth in the Title Report, Seller shall only be required to cure and remove any mortgages, monetary liens and encumbrances, and mechanics' liens (except such mechanic's liens which arise from tenant improvements or any acts of a party other than Seller or its agents, employees, or contractors) which are recorded against the Realty. Except for the foregoing, title to the Property shall be delivered at Closing in its as-is, where-is condition. Seller shall not be required to pay any costs for any title insurance policies, title insurance endorsements, surveys and/or any other costs related thereto.

6. **COVENANTS OF SELLER.** During the period after the Agreement Date and prior to the Closing Date, Seller covenants that it will:

A. **Alterations.** At Seller's expense, Seller shall maintain the Property in its present condition, except only ordinary wear and tear and damage caused by casualty. Without the prior written consent of Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), not make or permit to be made any material alterations, improvements or additions to the Property prior to the Closing Date, except to the extent required or permitted under any lease or other agreement affecting the Property. Purchaser acknowledges that as of the Agreement Date, the Property is encumbered by a lease that will expire prior to Closing (the "**Existing Lease**") and that Seller makes no representations or warranties that Seller has any authority under the Existing Lease to prevent the tenant thereunder from making any alterations, improvements, or additions to the Property.

B. **Contracts.** Without the prior written consent of Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), not enter into any contract for, on behalf of, or affecting the Property which will not be terminated prior to Closing. In the event Purchaser fails to respond to a request by Seller for Purchaser's consent to such a contract within five (5) days, then Purchaser's consent shall be deemed granted. Purchaser acknowledges that Seller makes no representation regarding any contracts which are entered into by the tenant under the Existing Lease or that it has any right or authority under the Existing Lease to prevent the tenant thereunder from taking any actions with regard to such contracts.

C. **Existing Lease.** Purchaser acknowledges that Seller has delivered to the tenant under the Existing Lease, and is awaiting execution thereof by such tenant, an amendment to the Existing Lease (the "**Fourth Lease Amendment**") in the form attached hereto as "**Exhibit C-1**" and that such amendment does not require any further consent from Purchaser, notwithstanding that full execution of such amendment may occur after the Agreement Date. With the exception of the Fourth Lease Amendment, without the prior written consent of Purchaser (such consent not to be unreasonably withheld, conditioned or delayed) (i) not renew, modify or amend the Existing Lease; or (ii) execute any new lease for any portion of the Property. Seller shall cause the tenant under the Existing Lease to dispossess the Property on or prior to the Closing Date and shall leave the Property free and clear of all personal property.

D. **Creation of Title Imperfections.** Other than the Permitted Exceptions, between the Agreement Date and the Closing Date, Seller shall not permit any liens, easements, encumbrances or other clouds on the title to the Realty to be created (the "**Title Imperfections**").

If Seller creates or permits any Title Imperfections to be created in violation hereof, Seller shall promptly remove them prior to the Closing Date.

E. **Satisfaction of Liens.** Prior to or at Closing, Seller shall satisfy any liens or encumbrances which exist against the Property on the Closing Date which may be satisfied by the payment of money (except such mechanic's liens which arise from tenant improvements or any acts of a party other than Seller or its agents, employees, or contractors), either by such payment or by depositing in escrow with the Title Company so much of the Purchase Price as will cause the Title Company to insure Purchaser against any loss which is caused to Purchaser because of the existence of such liens or encumbrances.

F. **Notice of Suits.** Seller shall promptly deliver to Purchaser copies of any written notice received by Seller regarding all actions, suits or other proceedings affecting the Property, or the use, possession or occupancy thereof, which may adversely affect Purchaser or the Property.

G. **Environmental and Other Notices.** Seller shall promptly deliver to Purchaser copies of written notices received by Seller of releases of Hazardous Material (as hereinafter defined) or actual or threatened condemnation of the Property, or any portion thereof, given to Seller.

H. **Personnel.** Seller shall make its personnel available to Purchaser at reasonable times and upon reasonable notices in connection with inspections of the Property.

I. **Lease Notices.** Seller shall promptly deliver to Purchaser a copy of any written notice (including, without limitation, a notice of default) received by Seller under any of the Existing Lease.

J. **Required Certificates.** On or prior to Closing, Seller shall obtain any and all certificates required by any applicable governmental authorities for the sale of the Property including, but not limited to, any resale certificates, certificates of uncorrected violations and the like (collectively, the "**Resale Certificates**"). In the event: (i) any work is required to be performed as a condition to the issuance of a Resale Certificate; (ii) the cost to perform such work exceeds \$20,000.00, and (iii) Purchaser does not agree to pay such cost to the extent in excess of \$20,000.00, Seller shall have the right to terminate this Agreement upon written notice to Purchaser, in which event the Deposit shall be returned to Purchaser and the parties shall be released from all further liability hereunder, except for those liabilities which expressly survive the termination hereof.

7. REPRESENTATIONS AND WARRANTIES.

A. **Representations and Warranties of Seller.** In order to induce Purchaser to enter into this Agreement and with full knowledge that Purchaser is relying thereon, Seller hereby warrants and represents to Purchaser as follows:

(1) **Power to Perform.** Seller is a limited partnership duly formed and validly existing under and by virtue of the laws of the Commonwealth of Pennsylvania. Seller has

full power and authority to enter into and fulfill Seller's obligations under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by proper action by Seller and the person or persons who have executed this Agreement on behalf of Seller have been duly authorized to do so. The execution of this Agreement by Seller constitutes a valid and binding obligation of Seller in accordance with its terms and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. All documents executed by Seller which are to be delivered to Purchaser at the Closing will be duly authorized, executed and delivered by Seller, will be legal, valid and binding obligations of Seller, and will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(2) **Accuracy of Documentation.** To the Seller's actual knowledge, without investigation, all leases, contracts, guarantees, warranties, financial statements, operating statements and all other books and records or other documentation delivered to Purchaser pursuant to this Agreement or in connection with the execution hereof are true, complete and correct copies.

(3) **Contracts.** There are not now, nor will there be on the Closing Date, any contracts or agreements (including, without limitation, service contracts and/or management agreements), written or oral, to which Seller is a party which affect the Property other than those attached hereto and made a part hereof as **Exhibit "B"** for which Purchaser elects to keep in force and effect (collectively, the "**Contracts**"). All amounts due under any such Contracts for any work or improvements respecting the Property shall have been paid by Seller on or prior to the Closing Date. Seller shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the Property prior to the Closing Date (except such mechanic's liens which arise from tenant improvements or any acts of a party other than Seller or its agents, employees, or contractors). From the Agreement Date through the Closing Date, Seller shall not modify or terminate any of said Contracts without Purchaser's prior written consent. On or prior to the Closing, Seller shall, at its sole cost and expense, terminate any of the Contracts that Purchaser elects to be terminated. During the Investigation Period, Purchaser shall communicate with Seller in writing as to which Contracts, if any, it elects to terminate.

(4) **Leases.** There are no oral or written leases or rights of occupancy for any portion of the Property other than the Existing Lease (including any amendments thereto) which are listed on **Exhibit "C"** and **C-1** attached hereto. Seller shall promptly provide Purchaser with a copy of any notice of default received or given between the Agreement Date and the Closing Date and Seller will cure any default of landlord prior to Closing. Seller has not received any written notice of any offsets, terminations, or cancellations of any Lease. To Seller's actual knowledge, without independent investigation: (i) there are no defaults under any Lease which are continuing beyond applicable notice and cure periods; (ii) the Existing Lease is in full force and effect in accordance with its terms and the same constitutes the only agreement in effect with the tenant of the Property as of the Agreement Date; (iii) any work required to be performed by Seller as landlord under the Existing Lease will be performed by Seller prior to the Closing Date; and (iv) any other obligations required to be performed by Seller under the Existing Lease shall be performed by Seller prior to Closing.

(5) **Commissions.** On the Closing Date, all leasing, brokerage or other commissions due in connection with the Existing Lease executed prior to the Closing Date will

have been paid and Purchaser shall not be required to assume any such obligation to pay any leasing, brokerage or other commissions after the Closing Date with regard thereto (including, but not limited to, any commissions with regard to any renewals or amendments thereto).

(6) **Land is a Subdivided Parcel.** The Land is a separate, subdivided tax parcel.

(7) **Assessed Valuation.** There is no proceeding pending for the adjustment of the assessed valuation of all or any portion of the Property; there is no abatement in effect with respect to all or any portion of the real estate taxes; to Seller's actual knowledge, the real estate tax bills furnished by Seller to Purchaser are accurate and complete (in all material respects) copies of all bills for taxes levied against or on account of the Property or any rent or income from the Property for the last three (3) full calendar years to the extent available, and for the current calendar year to date.

(8) **Assessments.** There are not now presently pending any special assessments with respect to any portion of the Property, and Seller has received no written notice of any special assessment being contemplated. Any assessments levied between the Agreement Date and the Closing Date and applicable to the period prior to the Closing Date shall be paid by Seller and Seller shall provide notice to the Purchaser thereof.

(9) **Employees.** On the Closing Date, there will be no contracts for the management of the Property, or any contracts, collective bargaining agreements or commitments of any kind with any employees of Seller or with any labor organization which will be binding on or create any obligations upon the Property, or upon Purchaser.

(10) **Condemnation.** There is no condemnation proceeding with regard to the Property and Seller has not received written notice of any proposed condemnation proceeding with regard to all or any portion of the Property.

(11) **Litigation.** There is not now any action, proceeding, litigation or investigation pending or, to the Seller's actual knowledge, threatened against Seller or the Property, or any basis therefor, that arises out of the ownership of the Property or that may affect the use, occupancy or operation of the Property for its present purpose or the value of the Property, or affect the ability of Seller to perform its obligation under this Agreement, or which questions the validity or enforceability of this Agreement.

(12) **Foreign Person.** Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.

(13) **Environmental Matters.** To Seller's actual knowledge, without investigation, the Property does not contain and there has been no application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Property by the Seller or by any other party during the time that Seller has owned the Property, and Seller has not permitted the application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Property of any Hazardous Material (hereinafter defined) in violation of applicable laws. "Hazardous Material" as used herein means and includes any petroleum, hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of

the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund or superlien" law or any other federal, state or local statute, law, ordinance, code, rule, regulations, order, decree or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now in effect and applicable to the Property. Except as otherwise provided in any environmental reports delivered by Seller, the Building and all other improvements and fixtures constituting any portion of the Property do not contain any Hazardous Materials including without limitation, asbestos or any other substance containing asbestos, lead-based paints or PCBs. To Seller's actual knowledge, there are no underground storage tanks at the Property.

(14) **Notices.** Seller has not received written notice of any violation of any law, order or requirement issued by any municipal or other public authority against or affecting all or any portion of the Property with regard to any work or improvements done or ordered by such authority to be done either before or after the Agreement Date. Seller has not received any written notice or request from any insurance company or board of insurance underwriters (or similar organization) requesting the performance of any work or the correction of any conditions concerning the Property. Seller shall be responsible for compliance with any such notice issued after the Agreement and/or received prior to Closing hereunder; provided, however, if the cost to correct such violations exceeds \$20,000.00, and Purchaser does not agree to pay such excess cost, Seller shall have the right to terminate this Agreement upon written notice to Purchaser, in which event the Deposit shall be returned to Purchaser and the parties shall be released from all further liability hereunder, except for those liabilities which expressly survive the termination hereof.

B. **Representations and Warranties of Purchaser.** In order to induce Seller to enter into this Agreement, Purchaser hereby warrants and represents to Seller as follows: This Agreement is duly authorized, executed and delivered by Purchaser, constitutes the legal and valid binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which it is subject. All documents executed by Purchaser which are to be delivered to Seller at the Closing will be duly authorized, executed and delivered by Purchaser, and will not violate any provisions of any agreement or judicial order to which Purchaser is a party or to which it is subject. To the best of Purchaser's knowledge, there is no material action, litigation, governmental investigation, or administrative proceeding of any kind pending against Purchaser, and no third party has threatened Purchaser with commencement of any such action, litigation, investigation, or administrative proceeding.

C. **Representations and Warranties to Survive Closing.** Each of the representations and warranties of the respective parties contained herein or made in writing pursuant to this Agreement, shall be true and correct as of the Agreement Date and as of the Closing Date (as defined herein), shall be deemed to be material and shall survive the execution and delivery of this Agreement and Closing hereunder for a period of one hundred eighty (180) days following Closing.

8. **CONTRACTS AND LEASE.** Seller hereby represents and warrants that, to its actual knowledge as of the Agreement Date: (i) **Exhibit "B"**, those contracts, if any, recorded against the title to the Realty set forth all contracts that affect the Property that will be in effect after the Closing (collectively, the "**Contracts**"); and (ii) **Exhibit "C"** sets forth the Existing Lease, which is the only lease encumbering the Property as of the Agreement Date and which shall

expire prior to Closing. Purchaser acknowledges and understands that Purchaser will assume any and all of Seller's obligations under the Contracts effective as of the Closing Date.

9. **AS-IS SALE.** THE ENTIRE AGREEMENT BETWEEN SELLER AND PURCHASER WITH RESPECT TO THE PROPERTY IS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THE PARTIES ARE NOT BOUND BY ANY AGREEMENTS, UNDERSTANDINGS, PROVISIONS, CONDITIONS, REPRESENTATIONS OR WARRANTIES OTHER THAN AS ARE EXPRESSLY SET FORTH AND STIPULATED HEREIN. WITHOUT IN ANY MANNER LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT, PRIOR TO CLOSING, IT AND ITS REPRESENTATIVES WILL HAVE FULLY INSPECTED THE PROPERTY AND WILL BE FULLY FAMILIAR WITH THE PHYSICAL AND FINANCIAL CONDITION THEREOF, AND THAT THE PROPERTY WILL HAVE BEEN PURCHASED BY PURCHASER IN AN "AS IS" AND "WHERE IS" CONDITION AS A RESULT OF SUCH INSPECTIONS AND NOT IN RELIANCE ON ANY AGREEMENTS, UNDERSTANDINGS, PROVISIONS, CONDITIONS, REPRESENTATIONS OR WARRANTIES MADE BY SELLER AS TO THE CONDITION THEREOF, AS TO ANY PERMITTED USE THEREOF, OR AS TO THE INCOME OR EXPENSE IN CONNECTION THEREWITH, OR AS TO ANY OTHER MATTER IN CONNECTION THEREWITH; AND PURCHASER FURTHER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY PARTY ACTING ON BEHALF OF SELLER HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY SUCH AGREEMENTS, UNDERSTANDINGS, PROVISIONS, CONDITIONS, REPRESENTATIONS OR WARRANTIES.

10. **WAIVERS AND DISCLAIMERS.** PURCHASER HEREBY FULLY AND FOREVER WAIVES, AND SELLER HEREBY FULLY AND FOREVER DISCLAIMS, ALL WARRANTIES OF WHATEVER TYPE OR KIND WITH RESPECT TO THE PROPERTY, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, TENANTABILITY, HABITABILITY OR USE. PURCHASER ACKNOWLEDGES THAT ANY MATERIALS RELATED TO THE PROPERTY DELIVERED BY SELLER OR ANY OF SELLER'S AGENTS OR CONSULTANTS WERE AND ARE FURNISHED WITHOUT WARRANTY OF ANY KIND AND ON THE EXPRESS CONDITION THAT PURCHASER HAS MADE ITS OWN INDEPENDENT VERIFICATION OF THE ACCURACY, RELIABILITY AND COMPLETENESS OF SUCH INFORMATION AND THAT PURCHASER WILL NOT RELY THEREON.

11. **FIRE OR OTHER CASUALTY.** Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If on or prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall immediately give written notice thereof with specificity to Purchaser. If the cost to repair such damage would exceed \$100,000.00, Purchaser shall have the right, at its sole option, of terminating this Agreement and being released from all liabilities and obligations hereunder, in which event the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of such damage. If notice of such damage is received by Purchaser and Purchaser fails to deliver written notice to Seller of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this

Agreement. If Purchaser does not terminate this Agreement (or does not have the right to terminate this Agreement), the proceeds of any insurance under Seller's casualty insurance policy paid between the Agreement Date and the Closing Date shall be paid to Purchaser on the Closing Date (unless and to the extent Seller has performed the repairs to be paid therewith), together with the deductible amount, if any, and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price.

12. **CONDEMNATION.** If on or prior to the Closing Date, all or any portion of the Property is taken by eminent domain or a notice of any eminent domain proceeding with respect to the Property or any part thereof is received by Seller, Seller shall immediately give written notice thereof with specificity to Purchaser. If such taking adversely affects the Property in a material manner, Purchaser shall have the option to complete the purchase hereunder or terminate this Agreement, in which event this Agreement shall be null and void and the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within ten (10) days after the date upon which Purchaser receives the foregoing written notice. If notice of condemnation is received by Purchaser and Purchaser fails to timely deliver written notice of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser elects (or is deemed to have elected) to complete the purchase of the Property hereunder, the purchase shall be completed in accordance with this Agreement, except at the Closing Seller shall pay, assign and transfer to Purchaser all proceeds from such proceedings theretofore received by Seller with regard to the Property and all rights Seller has to any future proceeds of such eminent domain proceedings with regard to the Property, without in any manner affecting the Purchase Price.

13. **DEFAULT.**

A. **Purchaser's Default.** Should Purchaser default under any of the terms, covenants or conditions of this Agreement, Seller shall have the right to terminate this Agreement by providing written notice to Purchaser and to receive the entire Deposit as liquidated damages and not as a penalty, such being agreed between Purchaser and Seller to be a necessary condition to this Agreement in order to compensate Seller for expenses and expenditures incurred and made in connection therewith and the damages sustained as a result of withdrawing the Property from the market and otherwise for Purchaser's non-compliance with this Agreement. Thereupon, this Agreement shall become null and void and of no further force and effect and neither party shall have any further rights, liabilities or obligations hereunder (except for those provisions and obligations that explicitly survive the termination of this Agreement). Notwithstanding the foregoing, nothing in this Section shall in any way limit any damages for which Purchaser is liable under Section 4 hereinabove or any indemnity obligations of Purchaser as set forth in elsewhere in this Agreement.

B. **Seller's Default.** Should Seller default under any of the terms, covenants or conditions of this Agreement, Purchaser shall have as its sole and exclusive remedies, only the following: (i) the right to terminate this Agreement and receive a return of the Deposit and the reasonable costs and expenses incurred by Purchaser in connection with this Agreement and its Investigation of the Property, up to a maximum amount of \$15,000.00 in the aggregate; or (ii) the right to pursue a remedy of specific performance so long as such action is commenced within thirty (30) days of the Closing Date. In the event that the remedy of specific performance is not available, the Purchaser shall, in addition to the right to a refund of the Deposit, be entitled to recover from

Seller: (1) the reasonable costs and expenses incurred by Purchaser in connection with this Agreement and its Investigation of the Property, up to a maximum amount of \$15,000.00 in the aggregate, or (2) the positive difference between the Purchase Price and the amount the Seller has conveyed the Property for.

C. **Attorney's Fees.** Each party shall be responsible for paying its own attorney's fees and expenses incurred by the other party in connection with this Agreement, including, but not limited to, any litigation or dispute arising herefrom.

14. **CLOSING.** Closing on the purchase of the Property (the "**Closing**") shall occur on the date that is thirty (30) days after the latter of the expiration of the Investigation Period or the Zoning Period (herein referred to as the "**Closing Date**"). Purchaser may advance the Closing Date by giving Seller five (5) days prior written notice thereof. Closing shall be held via an escrow closing with the Title Company.

15. **APPORTIONMENTS AND TAXES.**

A. **Apportionments.** The following apportionments shall be prorated on a per diem basis as of midnight of the day preceding the Closing Date, all of which, to the extent applicable, shall be reflected on a closing statement (the "**Closing Statement**") executed by Seller and Purchaser on the Closing Date:

(1) **Real Estate Taxes.** Real estate taxes shall be apportioned on a per diem basis based on the fiscal or calendar year of each taxing authority.

(2) **Water, Sewer and Other Utility Charges.** Any water, sewer or other utility charges assessed against the Property shall be apportioned on a per diem basis based on the billing cycle of such utility. The tenant under the Existing Lease pays all such charges directly to the provider of such utilities.

(3) **Other Income.** Any other income from the Property from any contracts for services provided to the tenant of the Property shall be apportioned on a per diem basis.

(4) **Intentionally Omitted.**

B. **Transfer Taxes.** Any recording and/or transfer taxes imposed by any governmental authority upon this transaction shall be shared equally by Seller and Purchaser; provided, however, that any recording and/or transfer taxes imposed by any governmental authority upon any assignment or other transfer of this Agreement by Purchaser shall be paid entirely by Purchaser. This Section shall survive Closing.

16. **CLOSING PROCEDURE.**

A. **Seller's Closing Documents.** At or before the Closing, Seller shall deliver to Purchaser, or cause to be delivered to Purchaser the following:

(1) A special warranty deed as is customary in the state in which the Property is located duly executed by Seller as required to convey title to the Property in the

condition set forth in Section 5 hereinabove, which deed shall include the same legal description for the Land as set forth in the vesting deed to Seller;

(2) A duly executed Bill of Sale of all Personalty conveying Seller's right, title and interest in and to said Personalty in its as-is, where-is condition without any representations or warranties thereto;

(3) A duly executed Assignment in form reasonably acceptable to Seller and Purchaser of all of Seller's right, title and interest in and to any Plans, Incidental Rights and Contracts (if any);

(4) A duly executed certificate required by Section 1445 of the Internal Revenue Code certifying that Seller is not a foreign person within the meaning of said Section 1445;

(5) Documents of authority of Seller authorizing the transactions contemplated by this Agreement; and

(6) The Closing Statement executed by Seller.

B. **Purchaser's Closing Documents.** At or before the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following:

(1) An assumption of the Plans and Contracts (if any);

(2) An assumption of the Incidental Rights;

(3) The balance of the Purchase Price remaining due at time of Closing;

(4) Documents of authority of Purchaser authorizing the transactions contemplated by this Agreement;

(5) The Closing Statement executed by Purchaser; and

(6) Such other instruments as may be reasonably required by the Title Company or otherwise reasonably required to consummate the purchase of the Property in accordance with the terms hereof.

C. **Possession.** Possession of the Property shall be delivered by Seller to Purchaser at Closing, subject only to the rights of parties under encumbrances recorded against the title to the Property.

D. **Tender.** Formal tender of an executed deed and purchase money is hereby waived.

17. **REAL ESTATE BROKERS.** Purchaser and Seller each hereby warrant and represent to the other that it has not employed any broker or finder in connection with the transactions contemplated by this Agreement other than Scheer Partners and Jones Lang LaSalle (collectively, the "**Broker**"), and that it has not had any dealings with any other person or entity

(other than the Broker) which might entitle that person or entity to a fee or commission. The Broker shall be paid a commission by Seller pursuant to a separate agreement if and when Closing occurs. Purchaser and Seller shall each indemnify and hold the other harmless from and against any losses, costs or expenses (including, without limitation, reasonable attorneys' fees) arising out of claims of any other broker or finder in connection with this transaction, the obligation for which was incurred, or alleged to have been incurred, by the indemnifying party. The provisions of this Section shall survive Closing or the earlier termination of this Agreement.

18. **ESCROW AGENT.** Purchaser and Seller have requested that the Deposit be held in escrow by Escrow Agent to be applied in accordance with this Agreement. Escrow Agent is merely responsible for the safe keeping of the Deposit and shall not be required to determine any questions of fact or law. Escrow Agent shall dispose of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall be protected in acting in good faith upon instruments and documents believed to have been signed by a proper person or persons, not only as to their due execution and the validity and effectiveness of their provisions, but also as to the truth and acceptability of any information therein contained. Escrow Agent shall not have any duties except as those which are expressly set forth herein. Escrow Agent shall not be bound by any notice of, or demand with respect to, any waiver, modification, or amendment of this Agreement, unless in writing, signed by all of the parties to this Agreement and, if the duties or responsibilities of Escrow Agent hereunder are effected, unless Escrow Agent shall have given its prior written consent thereto. Escrow Agent shall not be entitled to a fee for its services as Escrow Agent, nor shall it have any liability to either Seller or Purchaser for anything done or omitted to be done by it in good faith, its liability being limited solely to gross negligence or willful misconduct. In the event Escrow Agent is acting as counsel to either Seller or Purchaser, the parties expressly consent to the foregoing and waive any right to hereafter claim that the same in any way constitutes a conflict of interest. Furthermore, in the event that any dispute arises after the Agreement Date, said Escrow Agent shall not be precluded in any way from continuing to represent Seller or Purchaser, as applicable, in any matter regarding this Agreement. If Escrow Agent is made a party to any judicial, nonjudicial or administrative action, hearing or process based on the acts of Seller and Purchaser and not on the willful misconduct and/or gross negligence of Escrow Agent in performing its duties hereunder, then the losing party shall indemnify, save and hold harmless Escrow Agent from the expenses, costs and reasonable attorney's fees incurred by Escrow Agent in responding to such actions, hearing or process.

19. **GENERAL PROVISIONS.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no other terms, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, which are not herein referred to or incorporated. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

B. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their permitted respective successors and assigns. Purchaser shall not have the right to assign its interest hereunder to any party without the prior written consent of Seller (such consent may be withheld in Seller's sole and absolute

discretion). Any assignee as may be consented to by Seller shall expressly assume in writing all obligations of Purchaser under this Agreement and shall further acknowledge and agree in writing to be bound by all of the provisions of this Agreement as if the assignee had originally executed this Agreement as Purchaser. Notwithstanding any assignment hereunder, the original-named Purchaser shall not be released from any liability hereunder.

C. **Notices.** All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following addresses:

(1) If to Purchaser:

Montgomery County ASPCA
19 E Ridge Pike
Conshohocken, Pennsylvania 19428
Atten: Samantha Holbrook, Kevin Hamel, Arthur Howe
Email: samantha.e.holbrook@gmail.com
krhamel98@gmail.com
arthowe@gmail.com

With a copy to:

Kaplin Stewart
910 Harvest Drive
Blue Bell, Pennsylvania 19422-0765
Attention: Simi Kaplin Baer, Esquire
Email: skbaer@kaplaw.com

(2) If to Seller:

Legacy Blue Bell, LLC
c/o Legacy Real Estate Ventures, LLC
70 Wells Avenue, Suite 202
Email: JPrice@legacyrev.com and MPrice@legacyrev.com

With a copy to:

Kaplin Stewart
910 Harvest Drive
Blue Bell, Pennsylvania 19422-0765
Attention: Joshua Steinberg, Esquire
Email: jsteinberg@kaplaw.com

Notices may also be given by email and shall be effective on the date transmitted if confirmed within twenty-four (24) hours thereafter by a signed original sent in the manner

provided in the preceding sentence. Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party in accordance with this Section, except that any such change of address notice shall not be effective unless and until received.

D. **Time of the Essence.** All times provided for herein are and shall be of the essence of this Agreement and any extension of any such time or times shall continue to be of the essence of this Agreement.

E. **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Agreement is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

F. **Captions.** The section captions contained herein are not a part of this Agreement. They are included solely for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

G. **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located without giving effect to the principles of conflict of laws.

H. **Recording.** Purchaser shall not record this Agreement or any memorandum hereof in the public land or other public records office of any jurisdiction.

I. **Business Day.** If any deadline or date on which any Closing or notice is to be provided is a Saturday, Sunday or legal holiday (including, but not limited to, the expiration of the Investigation Period), the subject date shall be extended to the next following business day.

J. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this Agreement by electronic format (including, without limitation, delivery by .pdf, .jpeg or .tif file or execution utilizing DocuSign, AdobeSign or a similar signature program) shall have the same force and effect as the delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes.

K. **Waiver of Jury Trial.** SELLER AND PURCHASER, TO THE EXTENT THEY MAY LEGALLY DO SO, HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT,

TORT, OR OTHERWISE. TO THE EXTENT THEY MAY LEGALLY DO SO, SELLER AND PURCHASER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed the day and year first above written.

SELLER:

LEGACY BLUE BELL, LLC

By: Michael L. Price
Name: Michael L. Price
Title: Manager

PURCHASER:

**MONTGOMERY COUNTY SOCIETY FOR
THE PREVENTION OF CRUELTY TO
ANIMALS**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed the day and year first above written.

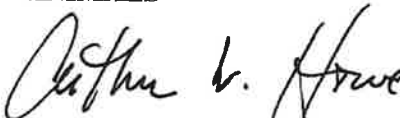
SELLER:

LEGACY BLUE BELL, LLC

By: _____
Name: _____
Title: _____

PURCHASER:

**MONTGOMERY COUNTY SOCIETY FOR
THE PREVENTION OF CRUELTY TO
ANIMALS**

By: 

Name: Arthur W. Howe
Title: President, Montgomery County SPCA Board of Directors

JOINDER OF ESCROW AGENT

THE UNDERSIGNED, the escrow agent named in the foregoing Agreement, hereby joins in such Agreement to evidence its agreement to hold the Deposit (as defined in the Agreement), and to otherwise perform its obligations as the escrow agent as provided for in such Agreement.

ESCROW AGENT:

LAND SERVICES USA, LLC

By: 

Name: Arthur I Keegan

Title: Senior Vice President

EXHIBIT "A"

DESCRIPTION OF LAND

PREMISES A

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in the Township Whitpain, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a Subdivision Plan prepared for 1400 Union Meeting Road by Chambers Associates, Inc., Consulting Engineers and Surveyors, dated February 4, 1997 last revised August 8, 1997, as follows to wit:

BEGINNING at a point on the southeasterly side of Union meeting Road (60 feet wide), said point being measured along the side of said road North 38 degrees 44 minute 00 seconds East, 494.70 feet from the intersection with the northeasterly side of Jolly Road (60 feet wide); thence extending from the point of beginning along the side of said Union Meeting Road North 38 degrees 44 minute 00 seconds East, 1,134.33 feet to a point; thence extending along lands of N/L William and Carolyn Taylor South 51 degrees 16 minutes 00 seconds East, 653.57 feet to a point; thence extending along lands of N/L Robert and Edna Harris South 37 degrees 40 minutes 00 seconds West, 419.40 feet; thence continuing along said lands South 51 degrees 57 minutes 00 seconds East, 72.13 feet; thence along land of N/L of Estelle Brand South 43 degrees 40 minutes 00 seconds West, 872.18 feet; thence extending along lands of N/L Blue Bell Investment Co., L.P., North 50 degrees 44 minutes 00 seconds West, 73.16 feet; thence continuing along said lands South 37 degrees 14 minutes 00 seconds West, 65.52 feet; thence extending along lands shown as Lot 2 on said Plan the following five (5) courses and distances: 1) North 50 degrees 56 minutes 53 seconds West, 207.12 feet; 2) North 38 degrees 43 minutes 17 seconds East, 172.01 feet; 3) North 51 degrees 01 minutes 46 seconds West, 204.00 feet; 4) North 38 degrees 58 minutes 14 seconds East, 42.88 feet, and 5) North 50 degrees 52 minutes 13 seconds West, 146.09 feet to the first mentioned point and place of beginning.

BEING County Tax Parcel Number: 66-00-07768-00-5

BEING 1400 Union Meeting Road

PREMISES B

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of Whitpain, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a Subdivision Plan prepared for 1400 Union Meeting Road by Chambers Associates, Inc., Consulting Engineers and Surveyors, dated February 4, 1997 last revised August 8, 1997, as follows to wit:

BEGINNING at a point at the intersection of the southeasterly side of Union Meeting Road (60 feet wide), with the northeasterly side of Jolly Road (60 feet wide); THENCE extending from the point of beginning along the side of said Union Meeting Road North 38 degrees 44 minutes 00 seconds East, 494.70 feet to a point; THENCE extending along lands shown as Lot 1 on said Plan the following five (5) courses and distances: (1) South 50 degrees 52 minutes 13 seconds East, 146.09 feet (2) South 38 degrees 58 minutes 14 seconds West, 42.88 feet (3) South 51 degrees 01 minute 46 seconds East, 204.00 feet; (4) South 38 degrees 43 minutes 17 seconds West, 172.01 feet, and (5) South 50 degrees 56 minutes 53 seconds East, 207.12 feet; THENCE extending along lands of N/L Blue Bell Investment Co., L.P., South 37 degrees 14 minutes 00 seconds West, 260.40 feet to a point on the aforementioned northeasterly side of Jolly Road; THENCE extending along the same North 52 degrees 56 minutes 30 seconds West, 564.11 feet to the first mentioned point and place of beginning.

BEING County Tax Parcel Number: 66-00-07768-10-4

BEING 1450 Union Meeting Road

BEING, AS TO PREMISES A AND B, the same premises which UM Associates, L.P., a Pennsylvania limited partnership, by Indenture dated 2/9/2005 and recorded 3/18/2005 in the Office for the Recording of Deeds in and for Montgomery County in Record Book 5547 page 815, granted and conveyed unto BPG Office VI Union Meeting, LP, a Pennsylvania limited partnership, in fee.

EXHIBIT “B”

CONTRACTS

None.

EXHIBIT "C"

LEASE

*Lease by and between Seller, as lessor, and Siemens Corporation, as lessee, dated June 12, 1996, as amended by that First Lease Amendment dated April 8, 2010, that Second Lease Amendment dated February 23, 2015, and that Third Lease Amendment dated April 14, 2020.

EXHIBIT "C-1"

FOURTH LEASE AMENDMENT

FOURTH AMENDMENT TO LEASE

**Legacy Blue Bell, LLC, LESSOR
and
Siemens Real Estate, LESSEE**

Reference is hereby made to a Lease dated June 12, 1996, the First Lease Amendment commencing April 8th, 2010, the Second Lease Amendment commencing February 23, 2015, and the Third Lease Amendment commencing April 14th, 2020, hereinafter referred to as the "Lease", between Legacy Blue Bell, LLC, LESSOR and Siemens Real Estate, LESSEE.

On this the _____ day of May, 2025 both parties agree to amend the Lease as follows:

1. Lessee is hereby granted a two (2) month extension to lease, commencing June 1, 2025 and expiring on July 31, 2025.
2. Lessee will pay rent as follows:

6/1/2025-6/31/2025	\$69,868.76/month
7/1/2025-7/31/2025	\$58,223.96/month
3. Lessee recognizes that there will be consequential damages for which they will be fully liable in the event they do not fully vacate the premises on or before 7/31/2025.
4. Tenant and Landlord warrant and represent to each other that neither has dealt with any broker or brokers regarding the negotiation of this Fourth Amendment.
5. In all other respects the lease shall remain in full force and effect and is hereby ratified by both parties.

Agreed to and Accepted by:

LESSOR:

Legacy Blue Bell, LLC

LESSEE:

Siemens Corporation

By: Michael L. Price, Manager

By: _____

EXHIBIT “B”

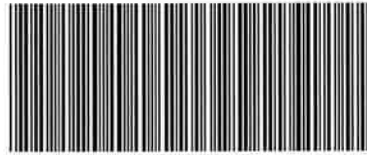
Deed



**RECORDER OF DEEDS
MONTGOMERY COUNTY**
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5972 PG 01447 to 01451
INSTRUMENT # : 2015074444
RECORDED DATE: 10/01/2015 09:28:15 AM



3256608-0016U

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed
Document Date: 09/22/2015
Reference Info:

Transaction #: 3273053 - 5 Doc(s)
Document Page Count: 4
Operator Id: sford

RETURN TO: (Simplifile)
First American Title Ins Co PHILADELPHIA
Two Liberty Place, Suite 3010 50 S. 16th Street
Philadelphia, PA 19102
(215) 606-3627

PAID BY:
FIRST AMERICAN TITLE INS CO PHILADELPHIA

*** PROPERTY DATA:**

Parcel ID #: 66-00-07768-10-4
Address: 1450 UNION MEETING RD

PA
Municipality: Whitpain Township (100%)
School District: Wissahickon

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:

\$5,500,000.00

TAXABLE AMOUNT:

\$5,500,000.00

FEES / TAXES:

Recording Fee:Deed	\$95.00
State RTT	\$55,000.00
Whitpain Township RTT	\$27,500.00
Wissahickon School District RTT	\$27,500.00
Total:	\$110,095.00

DEED BK 5972 PG 01447 to 01451
Recorded Date: 10/01/2015 09:28:15 AM

I hereby CERTIFY that
this document is
recorded in the
Recorder of Deeds
Office in Montgomery
County, Pennsylvania.



Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.



MONTGOMERY COUNTY COMMISSIONERS REGISTRY
66-00-07768-10-4 WHITPAIN TOWNSHIP
1450 UNION MEETING RD
BPG OFFICE VI UNION MEETING LP \$15.00
B 014 L 2 U 143 4325 10/01/2015 ND

Prepared By

First American Title Insurance Company National Commercial Services
Two Liberty Place, 50 South 16th St., Suite 3010
Philadelphia, PA 19102
(215)568-0212

Return To

First American Title Insurance Company National Commercial Services
Two Liberty Place, 50 South 16th St., Suite 3010
Philadelphia, PA 19102
(215)568-0212

Tax Parcel ID: 66-00-07768-10-4

NCS-743758-PHIL

This Indenture is made the 22ND day of September, 2015, and is effective as of the 24th day of September, 2015.

Between

BPG Office VI Union Meeting LP, a Pennsylvania limited partnership

(hereinafter called the Grantor), of the one part,

and

Legacy Blue Bell, LLC

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee:

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in the Township Whitpain, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a Subdivision Plan prepared for 1400 Union Meeting Road by Chambers Associates, Inc., Consulting Engineers and Surveyors, dated 2/4/1997, last revised 8/6/1997, and according to ALTA/ACSM Land Title Survey prepared by Chambers Associates, Inc., Job #730-005.05, dated 8/12/2015, last revised 9/10/2015, as follows to wit:

BEGINNING at a point at the intersection of the southeasterly side of Union meeting Road (60 feet wide), with the northeasterly side of Jolly Road (60 feet wide); thence extending from the point of beginning along the side of said Union Meeting Road North 38 degrees 44 minute 00 seconds East, 494.70 feet to a point; thence extending along lands shown as Lot 1 on said Plan the following five (5) courses and distances 1) South 50 degrees 52 minutes 13 seconds East, 146.09 feet, 2) South 38 degrees 58 minutes 14 seconds West, 42.88 feet; 3) South 51 degrees 01 minutes 46 seconds East, 204.00 feet; 4) South 38



degrees 43 minutes 17 seconds East, 172.01 feet, and 5) South 50 degrees 56 minutes 53 seconds East, 207.12 feet; thence extending along lands of N/L Blue Bell Investment Co., L.P., South 37 degrees 14 minutes 00 seconds West, 260.40 feet to a point on the aforementioned northeasterly side of Jolly Road; thence extending along the same North 52 degrees 56 minutes 30 seconds West, 564.11 feet to the first mentioned point and place of beginning.

BEING Tax Parcel No. 66-00-07768-10-4.

BEING part of the premises which UM Associates, L.P., a Pennsylvania limited partnership, by Deed dated 2/9/2005 and recorded 3/18/2005 in Montgomery County at Deed Book 5547 Page 815, granted and conveyed unto BPG Office VI Union Meeting, LP, a Pennsylvania limited partnership, in fee.

UNDER AND SUBJECT to all covenants, conditions, restrictions, easements, rights of way and reservations of record, to the extent valid, subsisting and enforceable.

Together with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, to and for the only proper use and behoof of the said Grantee, forever. **UNDER AND SUBJECT, as aforesaid.**

AND the said Grantor, does, by these presents, covenant, grant and agree, to and with the said Grantee, that the said Grantor, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with appurtenances, unto the said Grantee, against the said Grantor, and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, them or any of them, shall and will **Warrant and Forever Defend.**

BPG Office VI Union Meeting LP, a
Pennsylvania limited partnership

By: BPG Office VI Union Meeting LLC, its
sole general partner

By: _____

Joseph G. Lisicky,
Authorized Signatory

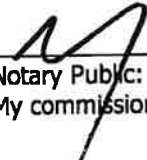


State of Delaware :

County of New Castle : ss

AND NOW, this 22 day of September, 2015, before me, the undersigned Notary Public, appeared Joseph G. Lisicky, who acknowledged himself/herself to be an Authorized Signatory of BPG Office VI Union Meeting LLC, a Pennsylvania limited liability company and the sole general partner of BPG Office VI Union Meeting LP, a Pennsylvania limited partnership, and he/she, as such authorized signatory, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company, as such general partner, by himself/herself as authorized signatory.


IN WITNESS WHEREOF, I hereunder set my hand and official seal.


Notary Public: **MEAGAN SANTANGELO**
My commission expires: **02/18/2017**



The address of the above-named Grantee is:

**LEGACY BLUE BELL LLC, c/o EASTPORT
REAL ESTATE SERVICES**


318 BEAR HILL RD, WALTHAM, MA 02451
On behalf of the Grantee

File No.: NCS-743758-PHIL 1450 Union Meeting Road

Record and return to:

First American Title Insurance Company National Commercial Services
Two Liberty Place
Philadelphia, Pennsylvania 19102



DEED

**BPG Office VI Union Meeting
LP, a Pennsylvania limited
partnership**

TO:

Legacy Blue Bell, LLC

PREMISES:

**1450 Union Meeting Road,
Township of Whitpain,
County of Montgomery, PA**

NCS-743758-PHIL

First American Title Insurance
Company National Commercial
Services
Two Liberty Place, 50 South 16th
St., Suite 3010
Philadelphia, Pennsylvania 19102

*The address of the above-named
Grantee is:*

*c/o Eastport Real Estate Services
318 Bear Hill Road
Waltham, MA 02451*



On behalf of the Grantee



EXHIBIT “C”
ALTA Plan

RECORD DESCRIPTION:

BEGINNING at a point at the intersection of the southeasterly side of Union Meeting Road (60 feet wide), with the northeasterly side of Jolly Road (60 feet wide); thence extending from the point of beginning along the side of said Union Meeting Road North 38 degrees 44 minutes 00 seconds East, 494.70 feet to a point; thence extending along lands shown as Lot 1 on said Plan the following five (5) courses and distances: 1) South 50 degrees 52 minutes 15 seconds East, 146.09 feet; 2) South 38 degrees 56 minutes 14 seconds West, 42.88 feet; 3) South 51 degrees 01 minutes 46 seconds East, 204.00 feet; 4) South 38 degrees 43 minutes 17 seconds East, 172.01 feet; and 5) South 50 degrees 56 minutes 53 seconds East, 207.12 feet; thence extending along lands of N/L Blue Bell Investment Co., L.P., South 37 degrees 14 minutes 00 seconds West, 260.40 feet to a point on the aforementioned northeasterly side of Jolly Road; thence extending along the same North 52 degrees 55 minutes 30 seconds West, 564.11 feet to the first mentioned point and place of beginning.

PROPERTY IS SUBJECT TO THE FOLLOWING:

As per First American Title Insurance Company commitment number: NCS-743758-PHIL bearing an Effective Date of July 15, 2015

- Title to that portion of the premises lying in the bed of Union Meeting Road and Center Square Road (a/k/a Jolly Road) is subject to public and private rights therein. (Dedicated Public Roads), As Shown
- Rights granted to The Township of Whitpain as set forth in Deed Book 3718 page 21. (As Shown)
- Rights granted to Bell Atlantic-Pennsylvania, Inc. as set forth in Deed Book 5110 page 2405 and Deed Book 5172 page 639. (DB 5110 p 2405 affects 1400 Union Meeting Road (Not Shown) (DB 5172 p 639 Affects Demarcation Point, As Shown)
- Improvement Construction Agreement as set forth in Deed Book 5160 page 2250. (Agreement, Not Platiable)
- Rights granted to PECO Energy Company as set forth in Deed Book 5172 page 94 and Deed Book 5174 page 1776. (Blanket Grants), Not Platiable
- Subject to all matters shown on the Plan as recorded in the Recorder's Office of Montgomery County, Pennsylvania in Plan Book L-3 page 343 and Plan Book A-57 page 228. (Right-of-Way lines, building setback lines, underground and overhead utility lines - As Applicably Shown, Notes - not Platiable)

ZONING DATA:

AR - ADMIN. & RESEARCH DISTRICT

	REQUIRED
TRACT AREA MIN.	5.0 AC
FRONT YARD MIN.	150' FT. FROM ULTIMATE ROW OPPOSITE RESIDENTIAL ZONING. 50' FT. FROM ULTIMATE ROW OPP OTHER DISTRICTS
SIDE YARD MIN.	MINIMUM 50' FT. AGGREGATE 150' FT 100' FT MIN. TO PUBLIC STREET
REAR YARD MIN.	MINIMUM 50' FT. 100' FT MIN. TO PUBLIC STREET
LOT WIDTH MIN.	300 FT
BLDG. COVERAGE MAX.	20 %
IMP. COVERAGE MAX.	50 %
BLDG. HEIGHT MAX.	50 FT

PA ONE CALL LIST OF CONTACTS:

ACT 287, AS AMENDED

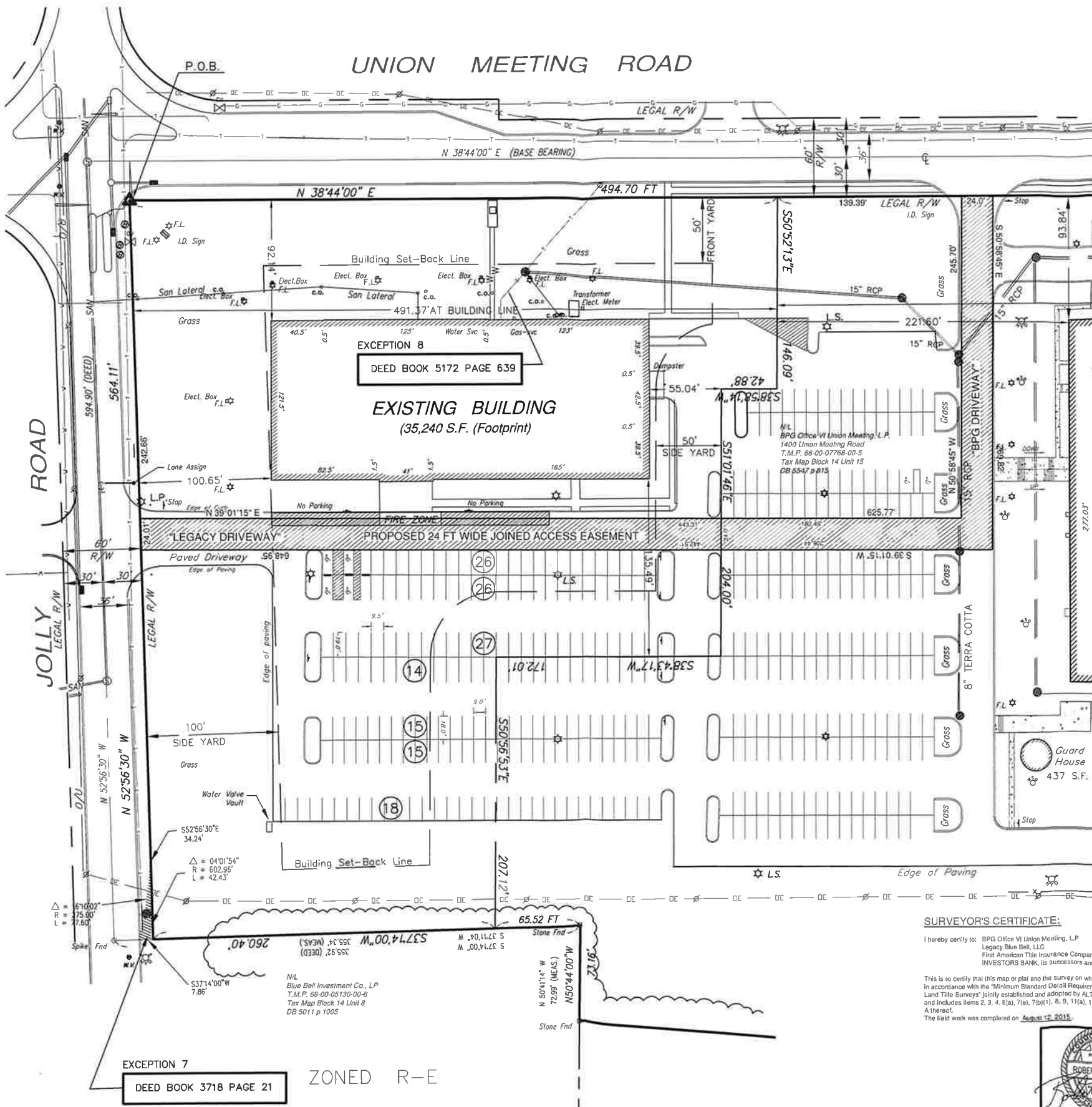
COMPANY NAME
AT&T Local Services
Comcast Cable
Level 3 Communications
North Wales Water Authority
PECO Energy
PA American Water
RCN Telecom Services
Verizon Pennsylvania
Whitpain Township
XO Communications

All locations of existing utilities shown on the plan have been developed from existing utility records and/or above-ground examination of the site. Completeness or accuracy of location and depth of underground utilities or structures cannot be guaranteed. Contractor must verify location and depth of all underground utilities and facilities before start of work, as per Pennsylvania act 287, contacted Serial #

LEGEND

- MONUMENT FOUND
- IRON PIN OR PIPE FOUND
- CONTOUR ELEVATION
- CURB LINE
- EDGE OF PAVING
- WATER LINE
- ELECTRIC LINE
- GAS LINE
- TELEPHONE LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- SETBACK LINE
- FENCE LINE
- UTILITY POLE
- STORM INLET
- MANHOLE
- VALVE
- HYDRANT
- SIGN
- MONITORING WELL
- TREE LINE
- TREE
- SOIL BOUNDARY

UNION MEETING ROAD



GENERAL NOTES:

Boundary information shown hereon was taken from an ALTA/ACSM Land Title Survey prepared for Preferred Real Estate Investments, Inc. by Barry Isatt & Associates, P.C. last dated 1/5/1996.

- Utility Survey shown hereon was prepared by Chambers Associates, Inc. and represent an actual on-the-ground survey conducted in 1997. As-Built Survey was conducted by Chambers Associates, Inc. in May 1998. As-Built Survey was conducted by Chambers Associates, Inc. in December 2004. As-Built Survey was conducted by Chambers Associates, Inc. in February 2009. As-Built Survey was conducted by Chambers Associates, Inc. in April 2010. As-Built Survey was conducted by Chambers Associates, Inc. in August 2015.

- References:
ALTA/ACSM Land Title Survey prepared for Preferred Real Estate Investments, Inc. by Barry Isatt & Associates, P.C. last dated 1/5/1996.

- ALTA/ACSM Land Title Survey prepared for UM Associates, LP by Chambers Associates, Inc. dated 4/20/1998 last revised 5/20/98.

- ALTA/ACSM Land Title Survey prepared for BPG Office VI Union Meeting, LP by Chambers Associates, Inc. dated 4/20/1998 last revised 12/21/04.

- ALTA/ACSM Land Title Survey prepared for BPG Office VI Union Meeting, LP by Chambers Associates, Inc. dated 4/20/1998 last revised 3/31/09.

- ALTA/ACSM Land Title Survey prepared for BPG Office VI Union Meeting, LP by Chambers Associates, Inc. dated 4/20/1998 last revised 4/29/10.

- The said property is located within an area having a Flood Zone designation "X" by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map number 42051C0266-E with the date of identification of December 19, 1996, for Community No. 420713, Whitpain Township, Montgomery County, Pennsylvania, which is the current Flood Insurance Rate Map for the community in which the said premises is situated.

ZONE X denotes area determined to be outside the 500-year Floodplain.

- Record Owner: BPG Office VI Union Meeting, LP
322 A Street, Suite 300
Wilmington DE 19801-5354

- Taxlot: 1450 Union Meeting Road
T.M.P. 66-00-07768-10-4
Tax Map Block 14 Unit 143
Deed Book 5547 page 815

- Area: 217,800 S.F. or 5.0 acres of land more or less.

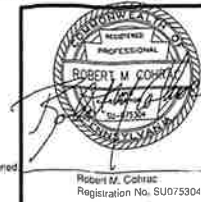
- Sewer: Municipal
Water: Municipal

- Parking: 4 handicap spaces
137 regular spaces
141 TOTAL PARKING SPACES

SURVEYOR'S CERTIFICATE:

I hereby certify to: BPG Office VI Union Meeting, LP
Legacy Blue Bell, LLC
First American Title Insurance Company
INVESTORS BANK, its successors and/or assigns

This is to certify that this map or plan and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA and NSPS in 2011, and includes items 2, 3, 4, 6(a), 7(b), 7(b)(1), 8, 9, 11(a), 11(b), 13, and 14 of Table A thereof. The field work was completed on August 12, 2015.



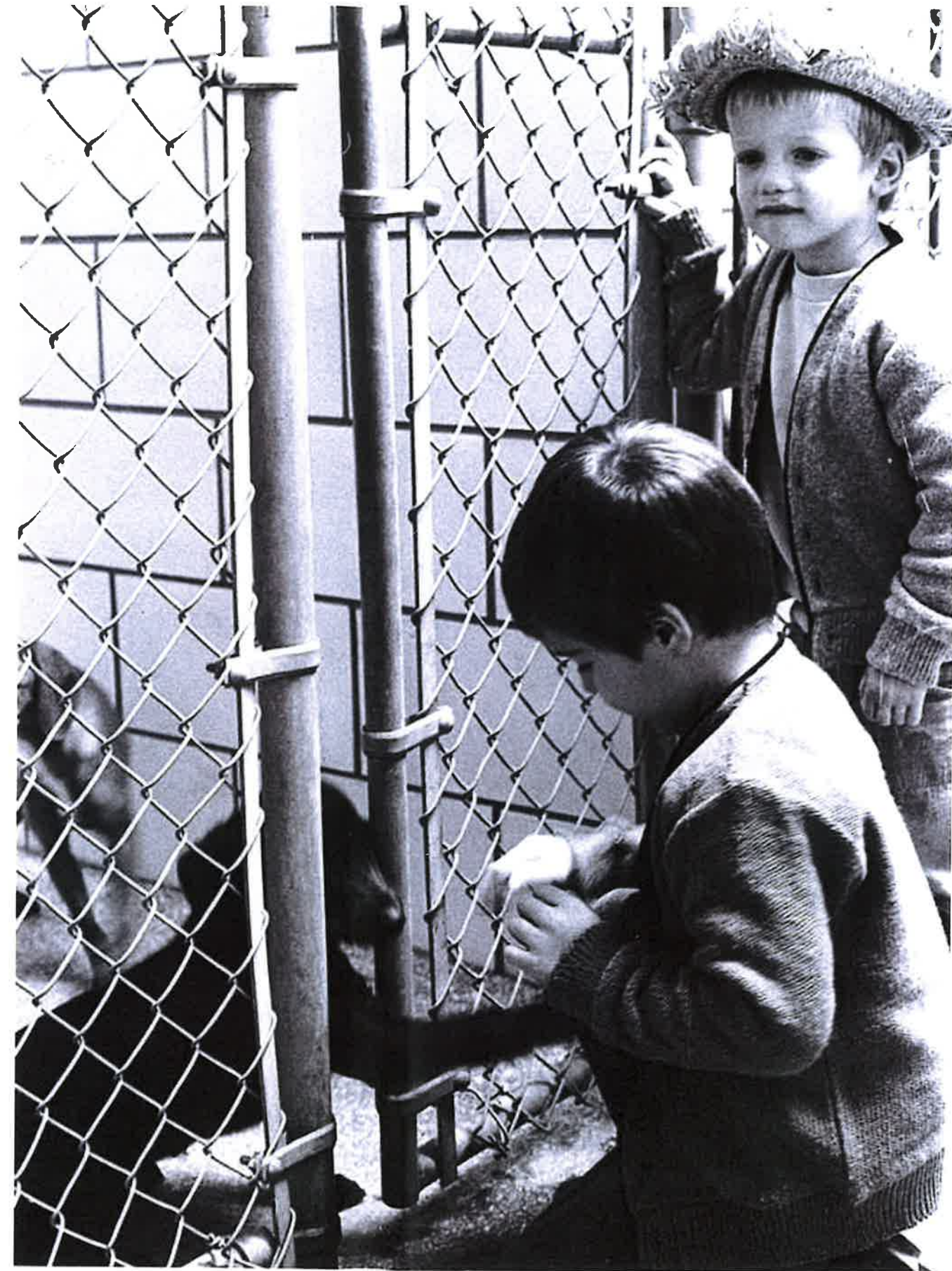
NO.	DATE	DESCRIPTION	BY
2	8-18-15	PER CLIENT COMMENTS	RMC
1	8-18-15	PER CLIENT COMMENTS	RMC
ALTA/ACSM LAND TITLE SURVEY			
PLAN OF PROPERTY			
PREPARED FOR			
1450 UNION MEETING ROAD			
TOWNSHIP OF WHITPAIN			
COUNTY OF MONTGOMERY			
COMMONWEALTH OF PENNSYLVANIA			
Chambers Associates, Inc.			
Civil Engineers and Surveyors			
2962 Skippack Pike, P.O. Box 678			
Worcester, PA 19400 484-991-8187			
SCALE	DATE	JOB	DRAWING NO.
1"=40'	8-12-15	730-005.05	SHEET 1 of 1
MANAGER: JPH	DRAWN BY: RMC		

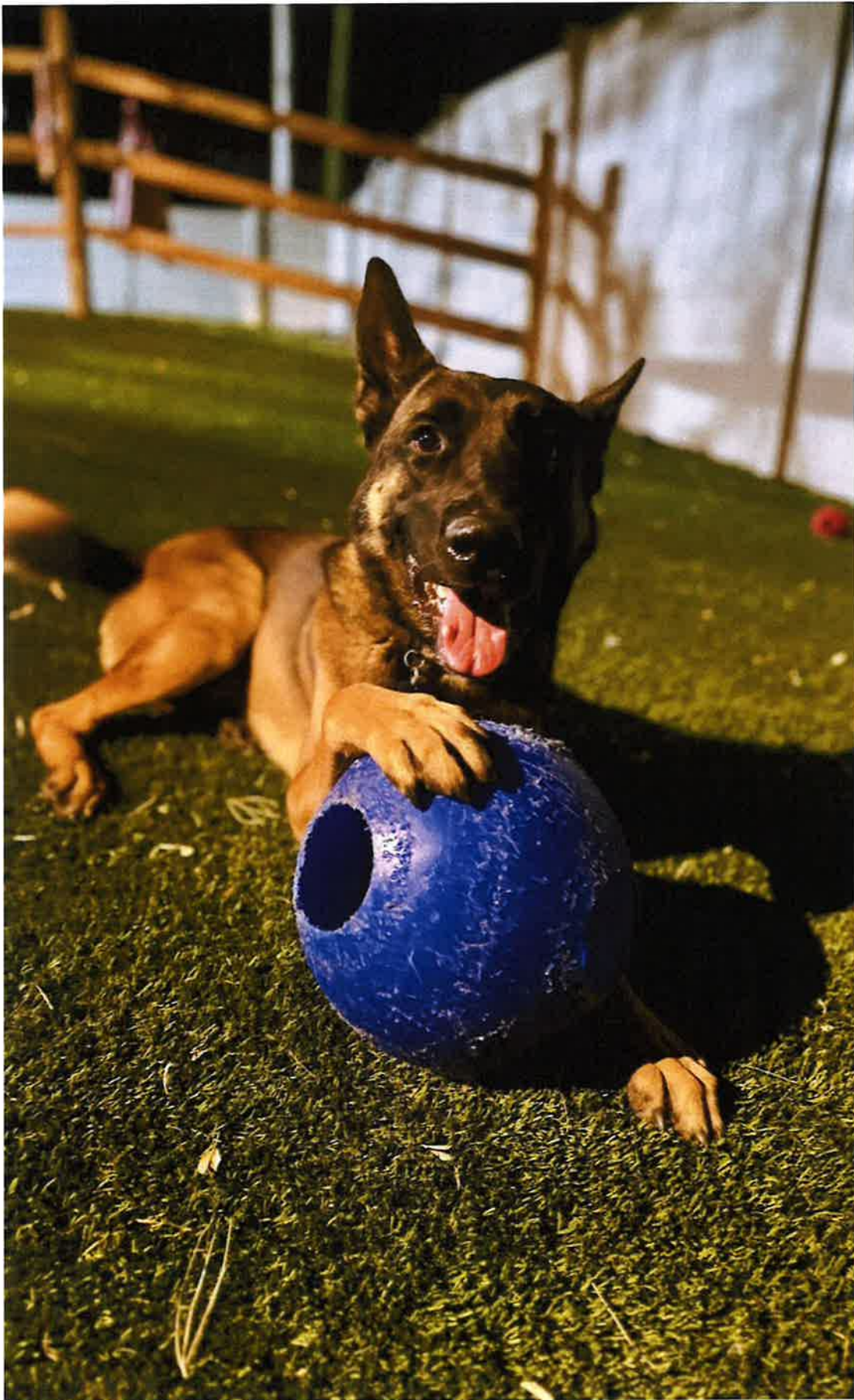
EXHIBIT “D”

MCSPCA Historical Description

MCSPCA History

- Founded in 1909
- Three sites across Montgomery County:
 - **Conshohocken:** Built 1956 and located at a high-traffic commercial intersection. Updates are underway in parallel with long-term facilities planning.
 - **Perkiomenville:** 65-acre rescue for dogs, cats and horses. Includes kennels, barn and pastures.
 - **Abington:** Converted home renovated in 1997. Now undergoing maintenance as the Board evaluates its future use.





By the Numbers

- **Our service area:**
 - 868,000 residents
 - 487 square miles
 - Wide diversity of incomes and community types
- **Our work at a glance:**
 - Over 4,000 animal intakes annually
 - 90% or better lifesaving rate for 6 months and running
 - 47 employees, and working to hire more

Where We Started

- Serious allegations against MCSPCA and its senior leadership
- Highly publicized investigative reporting on organizational shortcomings
- PA Attorney General investigation
- Limited internal infrastructure (e.g., budgets, strategic plans, communications channels, HR functions, SOPs, etc.)
- Deferred maintenance and upkeep
- Challenging “top-down” culture

The Philadelphia Inquirer

NEWS > PENNSYLVANIA

Euthanasia, understaffing, and broken kennels are rampant at Montco’s ultra-wealthy SPCA

Carmen Ronio, 79, its decades-long executive director, and board members spend comparatively little on animal welfare operations, given the nonprofit's \$67 million in assets.



by Max Marin
Published Sept. 19, 2024, 5:00 a.m. ET

Swift Actions to Right the Ship

- Supermajority of prior Board stepped down
- New Board quickly reconstituted and expanded
- Three senior-most leaders agreed to resign or retire
- Tracie Graham stepped in to serve as Interim Executive Director, and Pennsylvania SPCA provided on-site support through the transition
- Board committed \$250,000 for near-term facilities improvements (ongoing)
- Hiring and building in-house capacity (ongoing)

Board Members



Art Howe
Co-Founder & CEO,
Imtol



Samantha Holbrook, Esq.
Partner, Shub Johns &
Holbrook LLP



Bill Anderson
Business Leader,
CEO Mentor



Stan Broadbent
Retired (Glenmede)



**Becca Glenn-Dinwoodie,
Esq.**
Principal,
Glenn-Dinwoodie Law



Kevin Hamel, Esq.
Retired (SAP)



**Caroline Henrich,
Esq.**
General Counsel,
High Companies



Doug Horner
Managing Partner,
EarthBio Technologies

Board Members



Meghan Lane
Founder, TSI
Communications



Erin Lewin
President & Co-Founder,
City of Elderly Love



Kim Murphy
Retired (GSK and
Merck)



Katie Nagy
Author and Counselor,
Esperanza Academy



Colleen O'Hara
Director,
Wissahickon Physical Therapy



Sally Silverman
Dog Trainer and
Freelance Writer and
PR Professional



Craig White
Retired (PGW)



Philip Anspach
Marketing Finance
Manager, SB Global
Foods, Inc.

MCSPCA Today

- Strong focus on lifesaving programs — promoting successful adoption placements and live exits
- Euthanasia rate now on par with shelters that identify as “no-kill”
- Operating primarily from Conshohocken and Perkiomenville facilities
- Several new roles and recent hires including Volunteer Manager, Vet Techs, Shelter and Kennel Managers, Dog Trainers, Maintenance Manager, HR Professional, etc.



Strategic Planning

- First time in recent history that MCSPCA has undertaken strategic planning
- Engaged Schultz & Williams to support a rigorous, evidence-informed process
- Focused on aligning with community needs — current and future — and incorporating community and stakeholder input (including staff and volunteers) as part of the strategic planning process
- Expect to revisit MCSPCA mission, vision, and values

Facilities Assessments

- Partnering with Animal Arts, a leading national architecture and design firm specializing in shelters, animal welfare, and veterinary services
- Assessing current facilities in terms of accessibility and purpose suitability
- Identified a need for the Conshohocken facility to modernize to adhere to current animal welfare best practices and modern shelter standards

EXHIBIT “E”

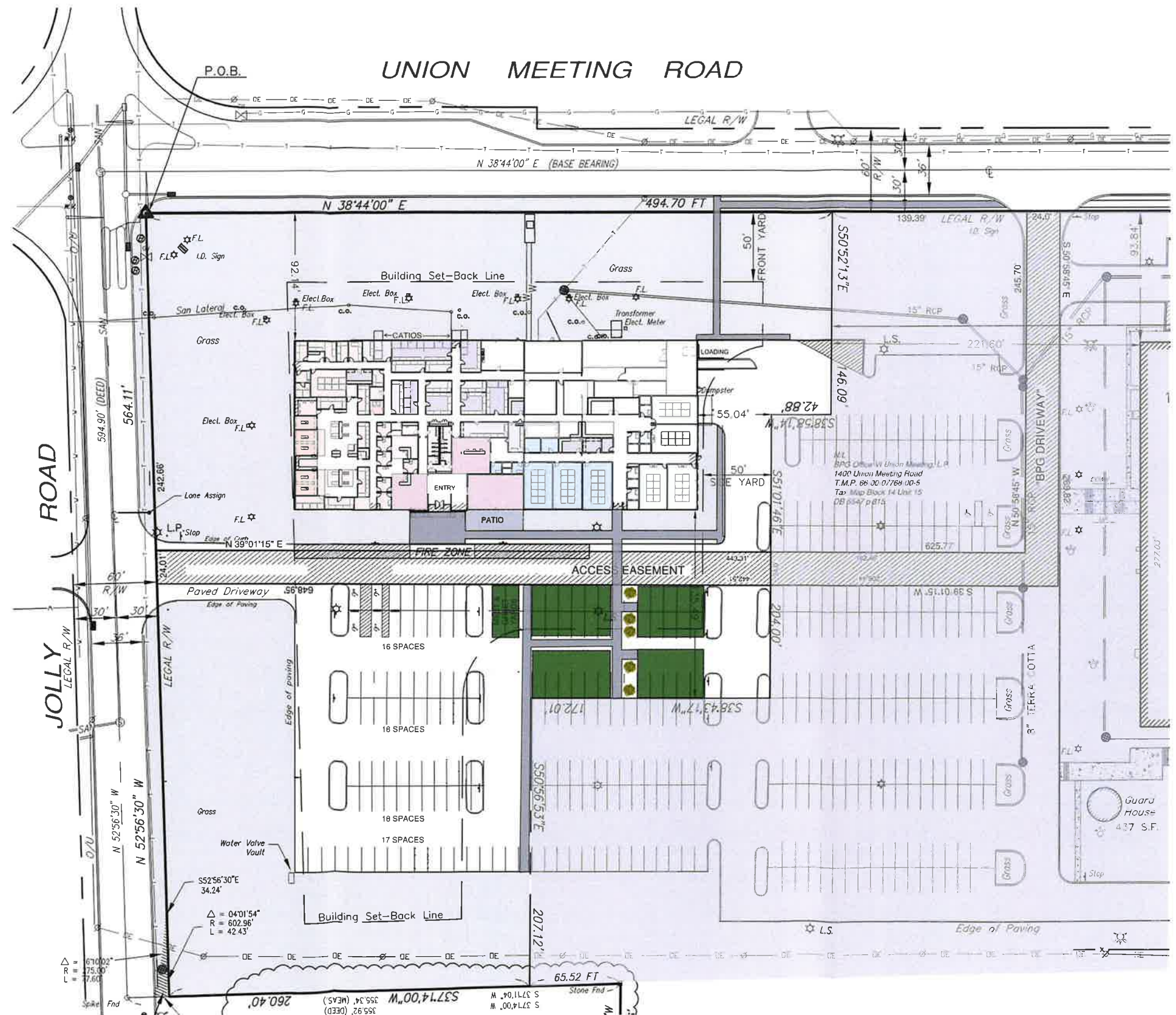
Site Plan and Architectural Plans

How Shelters Are Evolving

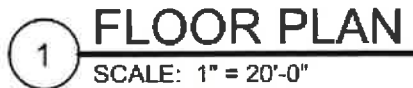


From “dog pounds” to community hubs for animal welfare

Site Plan



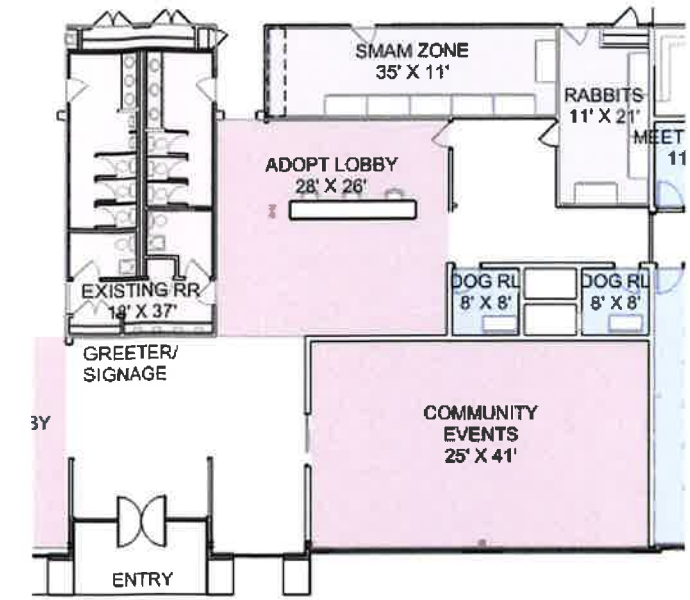
ANIMAL ARTS
architecture • animals • people



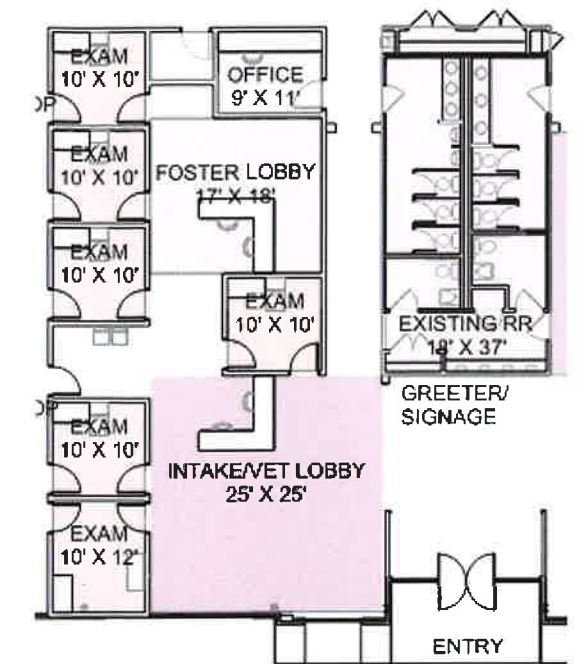
Exterior



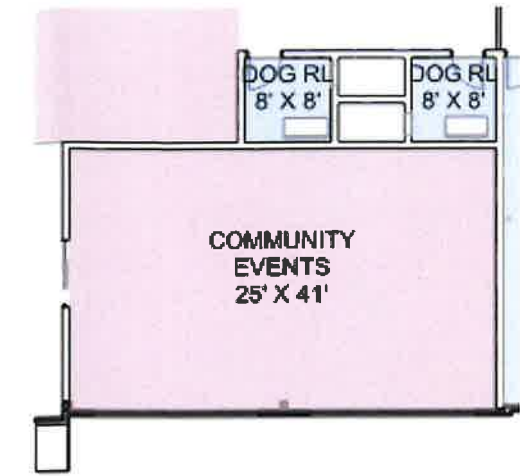
Public Spaces: Adoption



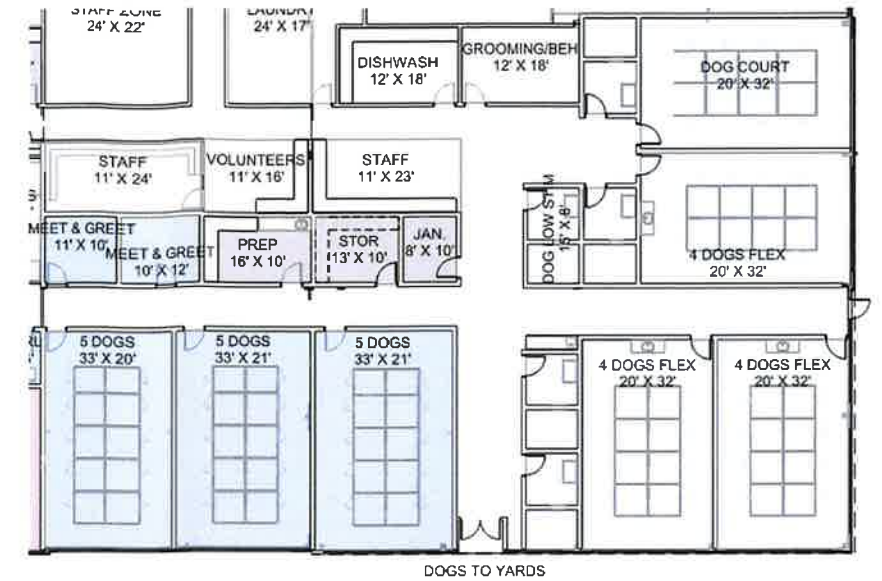
Public Spaces: Intake & Veterinary



Multipurpose: Training & Classroom



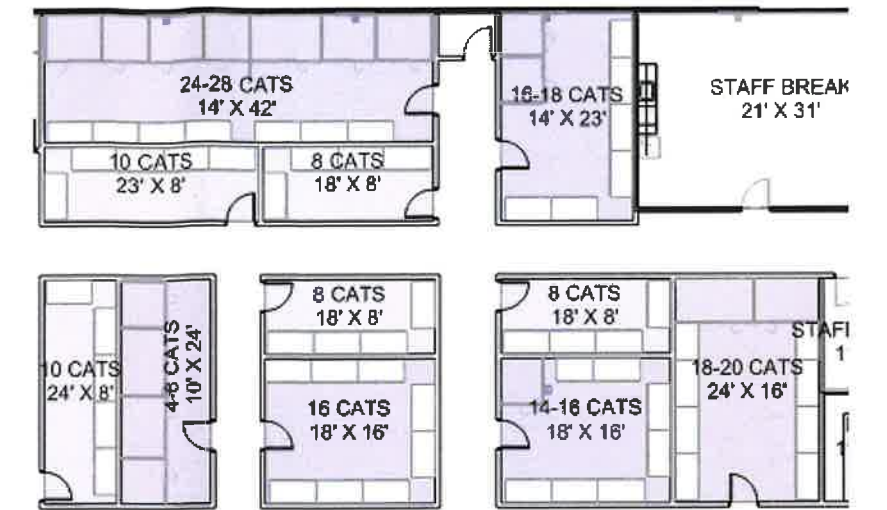
Dog Spaces



Dog Yards



Cat Spaces



The floor plan for the second floor includes the following rooms and areas:

- Top Section:** 8 ISO (14' X 8'), 6 ISO (14' X 8'), 6 ISO (14' X 9'), 4 COURT (14' X 8'), COMM CAT (12' X 14').
- Left Side:** RINGWORM (8' X 14'), PARVO VEST (10' X 8').
- Center:** DOG - ISO (25' X 20'), DOG PRE/ POST OP (21' X 8').
- Right Side:** PREP (18' X 10'), 4 NURSERY (12' X 8'), JAN (8' X 9'), CLINIC STOR (10' X 9'), XRAY (10' X 10').
- Bottom Section:** VET - OFFICE (13' X 15'), SURGERY SPEC (18' X 10'), SURGERY BEACH (15' X 18'), PACK PREP/ LAUNDRY (10' X 15'), SURGERY BEACH (15' X 18'), DOG SX HOLD - RUN (9' X 20').
- Central Corridor:** INDUCTION (12' X 8').
- Right Side (Bottom):** CAT PRE/ POST OP (21' X 8'), EXAM (10' X 10'), EXAM (10' X 10'), EXAM (10' X 10'), EXAM (10' X 10'), EXAM (10' X 12').
- Bottom Right:** DOG PRE/ POST OP (21' X 8'), TNR (11' X 8').

