

This Indenture Made this 9th

day of *November* in the year of our Lord Two Thousand Ten (2010),

**BETWEEN REDEVELOPMENT AUTHORITY OF THE CITY OF
PHILADELPHIA**, a body politic and corporate of the Commonwealth of
Pennsylvania, party of the first part, hereinafter called the Grantor, and

THE SUDANESE SOCIETY OF GREATER PHILADELPHIA,
party of the second part, hereinafter called the Grantee.

Witnesseth, that the said Grantor for and in consideration of the sum of
FIFTEEN THOUSAND (\$15,000.00) DOLLARS lawful money of the
United States of America, unto it, well and truly paid by the said Grantee at and
before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released and
confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release
and confirm unto the said **Grantee, Its Successors and Assigns**.

PREMISES

ALL THAT CERTAIN lot or piece of ground *with the building thereon erected* ^{at}

SITUATE in the 51st Ward of the City of Philadelphia, Commonwealth of Pa., described as follows, to wit:

BEGINNING at a point on the Northeasterly side of Cobbs Creek Parkway (100 feet wide) (formerly 58th Street) at the distance of 146 feet Northwestwardly from the Northwestery side of Hoffman Street (80 feet wide); thence extending Northwestwardly along the said Northeasterly side of Cobbs Creek Parkway 43 feet to a point; thence Northeastwardly 115 feet 1 ¼ inches more or less to a point on the center line of a 10 feet 4 ½ inches wide driveway which extends Southeastwardly and connects with a 24 feet and ½ inches wide driveway which extends Northeastwardly into Cecil Street (40 feet wide); thence Southeastwardly along the center line of aforesaid 10 feet 4 ½ inches wide driveway 46 feet to a point; thence Southwestwardly 5 feet 2 ¼ inches, more or less to a point; thence Northwestwardly 3 feet more or less to a point; thence Southwestwardly 110 feet more or less to a point on the said Northeasterly side of Cobbs Creek Parkway, being the first mentioned point and place of beginning.

TOGETHER with the free and common use, right, liberty and privilege of the aforesaid driveways as and for a passageway and driveway at all times hereafter forever in common with the owners, tenants and occupiers of the other lots of ground bounding thereon and entitled to the use thereof.

BEING NO. 1135-37 SOUTH 58TH STREET.

Being the same Premises which the City of Philadelphia by deed dated 10/05/2010 and intended to be recorded simultaneously herewith granted and conveyed unto the Redevelopment Authority of the City of Philadelphia.

BEING the same premises which the City of Philadelphia by Deed dated
even herewith and recorded in the Department of Records in and for the
City of Philadelphia, granted and conveyed unto the Redevelopment Authority
of the City of Philadelphia.

AND the Commissioner of Public Property is authorized, pursuant to provisions of
Chapter 16-400 of the Philadelphia Code, to accept title to real estate, under certain
terms and conditions.

AND the Commissioner of Public Property is authorized in accordance with provisions
of Chapter 16-400 Section 16-405 of the Philadelphia Code, to transfer title to certain
property or ground to the Redevelopment Authority of the City of Philadelphia, with
or without consideration, under certain terms and conditions.

Together with all and singular the buildings & improvements, Streets, Alleys, Pasages, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof: and all the estate, right, title interest, property, claim and demand whatsoever, of it, the said Grantor in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground with the buildings and improvements thereon, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, his Heirs and Assigns, to and for the only proper use and behoof of the said Grantee, his Heirs and Assigns forever.

PROVIDED, however, that the hereinabove described premises is herein conveyed subject to the following express conditions:

Grantee agrees for himself, his Heirs and Assigns to or of the property or ground or any part or portion thereof, that the said Grantee shall require his Heirs and Assigns to:

- A. Develop and use the premises in conformity with the Comprehensive Land Use Plan of the City of Philadelphia.
- B. Undertake and complete the rehabilitation and/or improvement of the premises within one (1) year of date hereof, in conformity with the Building, Electrical, Fire, Housing, Plumbing and Zoning Codes of the City of Philadelphia and regulations promulgated thereunder, unless said time is otherwise extended in the manner as provided for in Chapter 16-400 of the Philadelphia Code.

TITLE to each of the respective premises is conditioned upon the Grantee's, or its successors' and/or assigns' or then current owner of the respective premises, compliance with the aforementioned conditions applicable to the respective premises. Title to the respective premises shall revert, at the City of Philadelphia's sole option to the City of Philadelphia or its nominee without any conveyance thereof being required upon the Grantee's or its successors or assigns, or current owner of the respective premises, for failure to comply with the aforementioned conditions within thirty (30) days after the date of notice to the Grantee or its successors or assigns, or then current owner of the respective premises that (i) the Grantee or its successors or assigns or then current owner of the respective premises, has failed to comply with the aforementioned conditions and (ii) such failure of compliance with the aforementioned conditions shall cause the title to the respective premises to revert to the ownership of the City of Philadelphia, its successors and assigns. In the event that title to any of the respective premises so reverts to the City of Philadelphia, its successors or assigns, for failure of Grantee to comply with the aforementioned conditions, Grantee forfeits any and all equitable and/or legal claims or interest in such respective premises including any renovations or improvements thereto or by reason of any other matter or thing done or not done by Grantee.

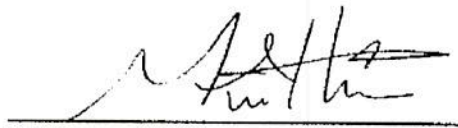
IT is understood and agreed between Grantor and Grantee herein and this Indenture is made upon the express condition that title to the hereinabove described premises is conditional upon compliance with the aforementioned conditions and that failure of compliance with those conditions will cause title to the premises, or portion of the premises, hereinabove described to revert to the ownership of the City of Philadelphia, its successors or assigns, automatically, upon written notice that such failure exists and Grantee fails to remedy same within thirty (30) days, without any conveyance thereof being required.

IT is further expressly understood and agreed between Grantor and Grantee herein, in the event that title to the hereinabove described premises reverts to the City of Philadelphia, its successors or assigns, for failure of Grantee to comply with the aforementioned conditions, that Grantee forfeits any and all equitable and/or legal claims or interests in the hereinabove described premises as a result of renovations or improvements thereto or by reason of any other matter or thing done or not done by Grantee.

AND the Commissioner of Public Property of the City of Philadelphia, upon the favorable recommendation and certification of its Vacant Property Review Committee, is authorized to execute and deliver to the Grantee herein, or his Heirs or Assigns, as the case may be, a certificate in recordable form, without consideration, acknowledging compliance with those conditions of title not otherwise expiring by the running of time.

The undersigned party accepts and approves the above covenant.

THE SUDANESE SOCIETY OF GREATER PHILADELPHIA

BY:  (PoA)

Attorney in fact of the Sudanese
Society of Greater PHILADELPHIA

The Grantee herein, for good and valuable consideration received including but not limited to conveyance by the Grantor herein to said Grantee of certain rights and interests with respect to or in the parcel of land with improvements thereon (the "Property") known as, 1135-37 S. 58th Street Philadelphia county, Pennsylvania, hereby:

1. Agrees that said Grantee is purchasing the Property in its present "as is" condition;
2. Acknowledges the Grantor's representation that said Grantor has not inspected the Property, has made no representations or warranties with respect to the Property, nor as to any surface, subsurface, structural, environmental, physical or other condition thereon, including but not limited to the presence of hazardous substances and any contamination of the Property or any portion thereon, or upon any adjoining land or improvements, and that the Grantor is not and shall not at any time or under any circumstances be responsible in whole or in part for any of such conditions or for the cure, remedy or removal thereof;
3. Agrees that in the event that any person, persons or legal entity(s) of any kind who have acquired or at any time hereafter may acquire any interest in the Property shall make any demand(s) or claim(s) or institute legal or other proceedings against the Grantor, or join the Grantor in any legal or other proceedings, the Grantee will indemnify and hold the Grantor harmless from any and all such demands, claims, liabilities, judgments, awards, fines and penalties, whether arising by judicial or administrative decision, determination or action, or by order, fine or otherwise; which indemnification shall include all legal, professional and consulting fees, costs and expenses incurred by the Grantor in defending such proceedings; and which indemnification shall be paid to the Grantor as incurred thereby, upon presentation of invoices therefor released and discharged from any and all liabilities, duties and obligations of every kind and nature whatsoever, excepting only such liabilities, duties and obligations, if any, expressly agreed to and assumed in writing by the Grantor;

4. Agrees that this Agreement shall be legally binding upon the Grantee and said Grantee's heirs, successors, administrators, executors and assigns; shall run with the land, may be recorded by the Grantor, and shall be legally binding upon all successors in interest to the Grantee; shall survive any settlement and closing with respect to any transfer at any time present and hereafter, of any interest in the Property by the Grantee or by the Grantor; and, contains the entire understanding and agreement between the Grantee and the Grantor.

IN WITNESS WHEREOF, the Grantee expressly intending to be legally bound hereby, has entered into and executed this Agreement of Acknowledgment, Indemnification and Release, the day and year first above written.

THE SUDANESE SOCIETY OF GREATER PHILADELPHIA

BY: _____



Attorney in fact of the Sudanese
Society of Greater Philadelphia

*AND the said Grantor, for itself, its successors and Assigns, **DOETH** by these presents, covenant, grant and agree, to and with the said Grantee, his heirs and Assigns, that it the said Grantor, its successors all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, his heirs and Assigns, against it the said Grantor, its successors and against all and every other Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under him, them, or any of them, shall and will, SUBJECT as aforesaid,*

WARRANT and forever DEFEND.

In Witness Whereof, REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA has caused these presents to be executed and its common or corporate seal duly attested to be hereunto affixed the day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF US: REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA

BY: W.E. Covington
Executive Director

ATTEST: [Signature]
Deputy Executive Director

The Address of the Grantee is:

The Sudanese Society of
Greater Philadelphia
2705 S. 76th Street
Philadelphia, PA 19153

Approved as to form and in accordance with
Redevelopment Authority Resolution

#19,038 adopted 06/08/2010

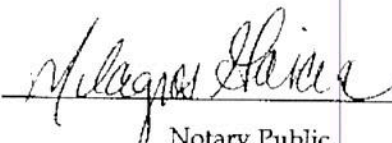
[Signature] AGENT for the
Redevelopment Authority of the City of Philadelphia

Received, the day of the date of the above Indenture, of the above-named

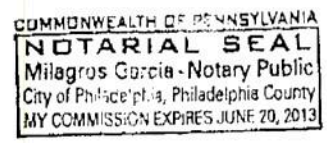
Commonwealth of Pennsylvania)
) SS:
County of Philadelphia)

On this, the 9th day of November, 2010, before me, A Notary Public for the Commonwealth of Pennsylvania residing in the City and County of Philadelphia the undersigned Officer, personally appeared, W. E. Covington, who acknowledged himself to be the Executive Director of the Redevelopment Authority of the City of Philadelphia, a corporation, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Director.

In Witness Whereof, I have hereunto set my hand and official seal.



Notary Public



Recorded in the Office for Recording of Deeds in and for in

Document No.

Witness, my hand and seal of this Office this _____ day of

Anno Domini 2010

≈ DEED ≈

**REDEVELOPMENT AUTHORITY OF THE
CITY OF PHILADELPHIA**


**a body politic and corporate of the
Commonwealth of Pennsylvania**

TO: THE SUDANESE SOCIETY OF GREATER PHILADELPHIA

PREMISES: 1135-37 S. 58th Street

Philadelphia, Pennsylvania

51ST WARD

Rev-183 EX (6-96)  Commonwealth Of Pennsylvania Department Of Revenue Bureau of Individual Taxes Dept. 280603 Harrisburg, PA 17128-0603	REALTY TRANSFER TAX STATEMENT OF VALUE See Reverse for Instructions	RECORDER'S USE ONLY State Tax Paid _____ Book Number _____ Page number _____ Doc ID _____ Date Recorded _____
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Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All Inquiries may be directed to the following person:

Name The Sudanese Society of Greater Philadelphia		Telephone Number _____	
		AREA CODE _____	
Street Address 2705 S. 76th Street	City PHILADELPHIA,	State PA	Zip Code 19153

B. TRANSFER DATA

Grantor(s)/Lessor(s) THE REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA			Grantee(s) The Sudanese Society of Greater Philadelphia		
Street Address 1234 MARKET STREET - 16TH FLOOR			Street Address 2705 S. 76th Street		
City PHILADELPHIA	State PA	Zip Code 19107	City PHILADELPHIA,	State PA	Zip Code 19153

C. PROPERTY LOCATION

Street Address 1135-37 S. 58TH STREET		City, Township, Borough PHILADELPHIA	
County PHILADELPHIA		School District PHILADELPHIA	Tax Parcel Number _____

D. VALUATION DATA

1. Actual Cash Consideration \$15,000.00	2. Other Consideration + - 0 -	3. Total Consideration \$15,000.00
4. County Assessed Value \$32,000.00	5. Common Level Ratio Factor 3.13	6. Fair Market Value \$100,160.00

E. EXEMPTION DATA

1.a. Amount of Exemption - 0 -	1.b. Percentage of Interest Conveyed 100%
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2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
 - Transfer to Industrial Development Agency.
 - Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
 - Transfer between principal and agent. (Attach complete copy of agency/straw party agreement).
 - Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution)
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
 - Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (attach copy of articles)

Other (Please explain exemption claimed, if other than listed above.) This is a bona-fide sale at arms length for **\$15,000.00** which represents the direct consideration free and clear of all liens and encumbrances.

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>Attorney in fact of the Sudanese Society of Greater Philadelphia</i>	Date 11/09/2010
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PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION	BOOK NO.	PAGE NO.
	DATE RECORDED	
	CITY TAX PAID	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT -- All Inquiries may be directed to the following person:

Name REDEVELOPMENT AUTHORITY OF THE CITY OF PHILA.		Telephone Number AREA CODE (215) 854-6500	
Street Address 1234 MARKET STREET		City PHILADELPHIA	State PA
		Zip Code 19107	

B. TRANSFER DATA

Grantor(s)/Les,or(s) THE REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA		DATE OF ACCEPTANCE OF DOCUMENT Grantor(s)/Lessor The Sudanese Society of Greater Philadelphia	
Street Address 1234 MARKET STREET - 16TH FLOOR		Street Address 2705 S. 76th Street	
City PHILADELPHIA,	State PA	Zip Code 19107	City PHILADELPHIA,
			State PA
			Zip Code 19153

C. PROPERTY LOCATION

Street Address 1135-37 S. 58TH STREET		City, Township, Borough PHILADELPHIA,	
County PHILADELPHIA		School District PHILADELPHIA	Tax Parcel Number

D. VALUATION DATA

1. Actual Cash Consideration \$15,000.00	2. Other Consideration + - 0 -	3. Total Consideration \$15,000.00
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- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
 - Transfer to Industrial Development Agency
 - Transfer to agent or straw party. (attach. copy of agency/straw party agreement).
 - Transfer between principal and agent. (attach. copy of agency/straw trust agreement). Tax paid prior deed \$ _____.
 - Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
 - Corrective deed (Attach copy of the prior deed).
 - Other (Please explain exemption claimed, if other than listed above.) *This is a bona-fide sale at arms length for \$15,000.00 which represents the direct consideration free and clear of all liens and encumbrances.*

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>Attorney in fact of the Sudanese Society of Greater Philadelphia</i>	Date 11 109 2010
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