

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-CV-81205-RAR

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS
GROUP, INC. d/b/a PAR FUNDING, et al.,

Defendants.

**RECEIVER'S MOTION FOR ORDER AUTHORIZING RECEIVER'S SALE OF
REAL PROPERTY LOCATED AT 803 S. 4TH STREET, PHILADELPHIA, PA 19147**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver ("Receiver") of the Receivership Entities, by and through his undersigned counsel, files this Motion for Order Authorizing Receiver's Sale of Real Property Located at 803 S. 4th Street, Philadelphia, PA 19147 ("803 S. 4th Street"). In support thereof, the Receiver states:

1. On January 10, 2023, the Receiver filed a Motion for Order: (1) Authorizing Receiver's Sale of All Real Property Within the Receivership Estate; and (2) Compelling Lisa McElhone and Joseph LaForte to Vacate and Surrender Haverford Home or, in The Alternative, Pay Obligations for Single-Family Homes [ECF No. 1484] ("Motion for Order Authorizing Sale").

2. On January 11, 2023, the Court entered an Order Approving the Motion for Order Authorizing Sale [ECF 1486] ("Order Authorizing Sale").

3. In accordance with the Order Authorizing Sale, the Receiver has entered into a contingent Standard Agreement for the Sale of Real Estate for the sale of 803 S. 4th Street (the

“Contract”). The Contract, which is subject to approval by this Court, is scheduled for a closing on August 25, 2023.

4. Attached hereto as Exhibit 1 is a Declaration of Ryan K. Stumphauzer, Esq. (“Declaration”), requesting the Court to enter an order authorizing and approving the proposed sale, as provided for in the Contract.

5. Attached hereto as Exhibit 2 is a Proposed Order Authorizing Receiver’s Sale of Real Property Located at 803 S. 4th Street, Philadelphia, PA 19147 (“Proposed Order”).

6. Counsel for the Receiver has conferred with counsel for Plaintiff, the United States Securities and Exchange Commission (“SEC”). The Receiver and the SEC agree to waive the requirements of 28 U.S.C. §2001 and 28 U.S.C. §2004 for the sale of the 803 S. 4th Street. Specifically, the parties waive the requirements, including but not limited to the appointment of three disinterested persons to appraise such property and the publication of any such proposed sale of the property in a newspaper of general circulation at least ten days before the hearing on the confirmation of the sale.

7. The SEC consents to the relief requested in this motion.

8. To provide an opportunity for any potential objections to the sale of 803 S. 4th Street pursuant to the Contract, the Receiver requests that the Court enter the Proposed Order no earlier than seven (7) days after the filing of this Motion (*i.e.*, on or after July 24, 2023), so that the Court may consider and resolve any potential objections to the Contract.

WHEREFORE, the Receiver respectfully requests that the Court enter the Proposed Order on or after July 24, 2023, approving the Contract and authorizing the Receiver to sell 803 S. 4th Street.

Dated: July 17, 2023

Respectfully Submitted,

**STUMPHAUZER KOLAYA
NADLER & SLOMAN, PLLC**
Two South Biscayne Blvd., Suite 1600
Miami, FL 33131
(305) 614-1400 (Telephone)
(305) 614-1425 (Facsimile)

By: /s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA
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Co-Counsel for Receiver

**PIETRAGALLO GORDON ALFANO
BOSICK & RASPANTI, LLP**
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By: /s/ Gaetan J. Alfano
GAETAN J. ALFANO
Pennsylvania Bar No. 32971
(Admitted Pro Hac Vice)
GJA@Pietragallo.com

Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 17, 2023, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA

Exhibit 1

Declaration of Ryan K. Stumphauzer. Esq.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-CV-81205-RAR

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS
GROUP, INC. d/b/a PAR FUNDING, et al.,

Defendants.

DECLARATION OF RYAN K. STUMPHAUZER, ESQ.

I, Ryan K. Stumphauzer, Esq., declare as follows:

1. I am the Court-appointed Receiver for certain Receivership Entities,¹ including 803 S. 4th St. LLC, the entity that owns the real property located at 803 S. 4th Street, Philadelphia, PA 19147 (the “Property”).

¹ The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a Par Funding (“Par Funding”); Full Spectrum Processing, Inc.; ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan; ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC; ABFP Income Fund, LLC; ABFP Income Fund 2, L.P.; United Fidelis Group Corp.; Fidelis Financial Planning LLC; Retirement Evolution Group, LLC; RE Income Fund LLC; RE Income Fund 2 LLC; ABFP Income Fund 3, LLC; ABFP Income Fund 4, LLC; ABFP Income Fund 6, LLC; ABFP Income Fund Parallel LLC; ABFP Income Fund 2 Parallel; ABFP Income Fund 3 Parallel; ABFP Income Fund 4 Parallel; and ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Fund 2 LP; MK Corporate Debt Investment Company LLC; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consulting, Inc.; 20 N. 3rd St. Ltd.; 118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; 500 Fairmount Avenue, LLC; Liberty Eighth Avenue LLC; Blue Valley Holdings, LLC; LWP North LLC; The LME 2017 Family Trust; Recruiting and Marketing Resources, Inc.; Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; LM Property Management

The legal description of the Property is:

ALL THAT CERTAIN lot or piece of ground with the building and improvements thereon erected.

SITUATE in the 2nd Ward of the City of Philadelphia, and described according to a Survey thereof made by William H. Ogden, Jr., Surveyor and Regulator of the 3rd Survey District of the said City on the 31st day of May A.D., 1927 as follows, to wit:

BEGINNING at a point on the East side of Fourth Street at the distance of 46 feet 4 inches Southward from the South side of Catharine Street.

CONTAINING in front or breadth on the said Fourth Street 15 feet 1 inch and extending in the length or depth Eastward 33 feet and containing in breadth on the rear thereof 14 feet 6 inches.

BEING No. 803 South 4th Street.

2. I have personal knowledge of the facts detailed in this Declaration and make this Declaration in support of a proposed sale of the Property.

3. Specifically, and as detailed further herein, I have completed my marketing efforts for the Property in accordance with this Court's prior Order established therein, and now respectfully request that the Court enter an Order authorizing and approving my proposed sale of the Property. The Property was acquired by 803 S. 4th St. LLC on February 17, 2017, for \$349,000.00.

4. As authorized by the Amended Order Appointing Receiver [ECF No. 141], I engaged a licensed real estate broker with decades of experience in the relevant Philadelphia neighborhood ("Broker") as the real property broker for the purposes of marketing the Property in anticipation of a sale of the Property out of receivership. In conformity with my instructions, the Broker has marketed the Property in a manner consistent with ordinary custom and practice for

LLC; and ALB Management, LLC; and the receivership also includes the properties located at 107 Quayside Dr., Jupiter FL 33477 and 2413 Roma Drive, Philadelphia, PA 19145.

sales of similar properties in Philadelphia, Pennsylvania. These efforts included marketing the Property for sale on the Broker's website and on the Multiple Listing Service. The original listing price of the Property was \$570,000.

5. Before listing the Property, I obtained a Pennsylvania Certified Residential Appraisal of the Property dated April 7, 2023 ("First Appraisal"). A true and correct copy of the First Appraisal is attached hereto as **Exhibit A**.² The First Appraisal valued the Property at \$570,000.00.

6. Before listing the Property, I also obtained Opinions of Value from the office of the current property manager (which also includes a licensed Broker) and the Broker. Separately, each opined, based on comparative sales, that the property should sell for between \$400,000 and \$425,000 (the "Opinions of Value").

7. Consistent with the First Appraisal, and in an effort to expedite the sale process, I listed the Property for sale for \$575,000.00, fully anticipating that I may reduce the list price and/or accept an offer more consistent with the Opinions of Value.

8. While the listing was pending, I analyzed the First Appraisal and concluded that it was too high for several reasons:

a. the Property has not had a consistent rental history; for example, Anthony Fazio, the former head of collections for Par Funding, had been squatting in one of the two units of the Property until the Receiver locked him out in March 2021.

b. Rents for both units have totaled approximately \$2,500 monthly. In assessing the value, the First Appraisal utilized properties generating monthly rentals of \$4,500

² For security purposes, the Appraiser's identity has been redacted.

and higher; when adjusting the Property for actual rents, the First Appraisal referenced a more realistic value of \$445,500.

c. the Property consists of a total of 1,236 square feet, comprising a first floor studio apartment and a second floor one bedroom apartment; the First Appraisal, for comparative sales purposes, utilized either two (2) one-bedroom units, a two bedroom unit; or combinations of one and two bedroom units.

9. Given the disparity between the First Appraisal and the Opinions of Value, I obtained a second Pennsylvania Certified Residential Appraisal of the Property dated July 6, 2023 (“Second Appraisal”). A true and correct copy of this Appraisal is attached hereto as **Exhibit B**.³

10. Utilizing the actual monthly rents and more appropriate comparative sales, the Second Appraisal valued the Property at \$420,000.00.

11. As a result of my marketing efforts, I have received an offer from E.B.,⁴ a third party unaffiliated with the Receivership Entities (“Buyer”), to purchase the Property out of receivership, for \$430,000.00. The Buyer’s offer slightly exceeds the Second Appraisal value and the Opinions of Value. It is an “all cash” offer with no contingencies. In my reasonable business judgment, I believe Buyer’s offer to purchase the Property for \$430,000 is appropriate, and consistent with the Property’s current market value. As a result, on or about July 7, 2023, I entered into a contingent Purchase and Sale Agreement (“Contract”) for the Property with Buyer, a true and correct copy of which is attached hereto as **Exhibit C** to this Declaration, and which has been redacted for security purposes.

³ For security purposes, the Appraiser’s identity has been redacted.

⁴ For security purposes, the Buyer’s identity has been redacted.

12. Pursuant to the Contract, performance of which is contingent upon an Order from this Court approving and authorizing the proposed sale of the Property to Buyer, the sale of the Property will be made on an “as-is / where-is basis,” with no representations or warranties on my part, individually or on behalf of the Receivership Entities, except as expressly set forth in the Contract. In the event that the Court authorizes and approves the proposed sale of the Property as provided for in the Contract, and the sale is consummated, the Broker will receive a commission of 5% of the sales price, consistent with ordinary custom and practice.

13. Accordingly, I respectfully request that this Court enter an Order authorizing and approving the proposed sale, as provided for in the Contract, within 10 days after the submission of this Declaration.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

/s/ Ryan K. Stumphauzer

Ryan K. Stumphauzer
Court-appointed Receiver

Executed on July 17, 2023.

Exhibit A

*Redacted Pennsylvania Certified Residential Appraisal
Dated April 7, 2023*

File No. 52303167

APPRAISAL OF



LOCATED AT:

803 S. 4th Street
Philadelphia, PA 19147

CLIENT:

Pietragallo Gordon Alfano Bosick & Raspanti, LLP
38th Floor One Oxford Centre
Pittsburgh, PA, 15219

AS OF:

April 7, 2023

BY:

State Certified Residential Real Estate Appraiser

File No. S2303167

Pietragallo Gordon Alfano Bosick & Raspanti, LLP
38th Floor One Oxford Centre
Pittsburgh, PA, 15219

File Number: S2303167

In accordance with your request, I have appraised the real property at:

803 S. 4th Street
Philadelphia, PA 19147

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of April 7, 2023 is:

\$570,000
Five Hundred Seventy Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

REDACTED

State Certified Residential Real Estate Appraiser

Small Residential Income Property Appraisal Report

File No. S2303167

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User: Pietragallo Gordon Alfano Bosick & Raspani, LLP E-mail: tmh@pietragallo.com

Client Address: 38th Floor One Oxford Centre City: Pittsburgh State: PA Zip: 15219

Additional Intended User(s): OCF Realty.

Intended Use: To provide the current market value of the subject property to be used in marketing to list the homes for possible sale.

Property Address: 803 S. 4th Street City: Philadelphia State: PA Zip: 19147

Owner of Public Record: 803 S. 4th Street, LLC County: Philadelphia

Legal Description: Doc#53178935

Assessor's Parcel #: 88-3-800100 Tax Year: 2023 R.E. Taxes: \$4,139.00

Neighborhood Name: Queen Village Map Reference: Tax Map-55170-275 Census Tract: 0017.00

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)

My research: ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Prior Sale/Transfer: Date: 02/18/2017 Price: \$349,000 Source: Realist

Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable): As noted above, the subject last sold on 2/18/2017 for \$349,000.

Offerings, options and contracts as of the effective date of the appraisal: No offerings, options or contracts have been noted.

Neighborhood Characteristics				2-4 Unit Housing Trends				2-4 Unit Housing		Present Land Use %		
Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One Unit	85 %	
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	5 %	
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	338	Low	Multi-Family	5 %	
Neighborhood Boundaries	See Attached Addendum							1,275	High	200+	Commercial	5 %
Neighborhood Description	See Attached Addendum							625	Prod	100	Other	%

Market Conditions (including support for the above conclusions): The subjects neighborhood exhibits adequate proximity to employment centers, shopping districts, schools, recreational facilities and police and fire protection services. Sales concessions and loan discounts are not unusual. Many financing programs are available to the home buyer which allow dwellings in the market to be more affordable and marketing times to be reasonable.

Dimensions: 15 x 33 Area: 491 Sq.Ft. Shape: Rectangular View: N;Res;

Specific Zoning Classification: CMX2 Zoning Description: Commercial Mixed Use

Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe: See Attached

Addendum

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	<input checked="" type="checkbox"/>		Water	<input checked="" type="checkbox"/>	Street	Macadam	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>		Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	Macadam	<input checked="" type="checkbox"/>

Site Comments: Typical area site with all public utilities available and connected. Normal utility and phone easements of record with no apparent adverse encroachments.

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION		INTERIOR	
Units	<input checked="" type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four	Concrete Slab	Crawl Space	Foundation Walls	Stone/Avg	Floors	Oak/Average
<input type="checkbox"/> Accessory Unit (describe below)		<input checked="" type="checkbox"/> Full Basement	Partial Basement	Exterior Walls	Brick/Average	Walls	Drywall/Average
# of Stories	Three	# of bldgs.	One	Basement Area	480 sq. ft.	Roof Surface	Built-up/NotObs.
Type	<input type="checkbox"/> Det <input checked="" type="checkbox"/> Apt <input type="checkbox"/> S-Det/End Unit	Basement Finish	0 %	Gutters & Downspouts	Aluminum/Avg	Trim/Finish	Wood/Avg
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Outside Entry/Exit	Sump Pump	Window Type	Double Hung/Avg	Bath Floor	Ceramic/Average
Design (Style)	Int-Row	Evidence of	Infestation	Storm Sash/Insulated	Storms & Insul.	Bath Wainscot	Ceramic/Average
Year Built	1915	Dampness	Settlement	Screens	Yes	Car Storage	
Effective Age (Yrs)	15	Heating/Cooling		Amenities		Driveway	# of Cars
Attic	<input checked="" type="checkbox"/> None	<input checked="" type="checkbox"/> FWA	<input type="checkbox"/> HW	<input type="checkbox"/> Radiant	Fireplace(s) #	Wood Stove(s) #	Driveway Surface
<input type="checkbox"/> Drop Stair	Stairs	Other	Fuel	Gas	<input checked="" type="checkbox"/> Patio/Deck	<input checked="" type="checkbox"/> Fence	Garage
<input type="checkbox"/> Floor	Scuttle	Central Air Conditioning			Porch		# of Cars
<input type="checkbox"/> Finished	Heated	Individual	Other		Other		Carport
# of Appliances	Refrigerator	Range/Oven	2	Dishwasher	Disposal	Microwave	Washer/Dryer
Unit # 1 contains:	2 Rooms	1 Bedroom(s)	1 Bath(s)	480 Square feet of Gross Living Area			
Unit # 2 contains:	3 Rooms	1 Bedroom(s)	1 Bath(s)	714 Square feet of Gross Living Area			
Unit # 3 contains:	Rooms	Bedroom(s)	Bath(s)	Square feet of Gross Living Area			
Unit # 4 contains:	Rooms	Bedroom(s)	Bath(s)	Square feet of Gross Living Area			

Additional features: The floor plan and traffic flow pattern appear to be adequate and functional.

Comments on the Improvements: Based on an inspection of the subject property, no functional or external inadequacies noted to affect the ability of the home to be marketable. Physical depreciation is viewed as normal for a home of this age.

Small Residential Income Property Appraisal Report

File No. S2303167

The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL NO. 1	COMPARABLE RENTAL NO. 2	COMPARABLE RENTAL NO. 3
803 S. 4th Street Address Philadelphia, PA 19147		267 S. 9th Street Philadelphia, PA 19107	300 S. 10th Street Philadelphia, PA 19107	320 S. Juniper Street Philadelphia, PA 19107
Proximity to Subject		0.64 miles SW	0.68 miles NW	0.93 miles NW
Current Monthly Rent	\$	\$ 6,900	\$ 5,825	\$ 4,500
Rent/Gross Bldg. Area	\$ 0.00 sq. ft.	\$ 1.59 sq. ft.	\$ 1.73 sq. ft.	\$ 3.05 sq. ft.
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Data Source(s)	Inspection	MLS	MLS	MLS
Date of Lease(s)	Not Provided	Month-Month	Month-Month	Month-Month
Location	Urban	Urban	Urban	Urban
Actual Age	108+/- Years	102	121	161
Condition	Average	Good	Good	Average
Gross Building Area	1194 sq.ft.	4340 sq.ft.	3364 sq.ft.	1474 sq.ft.
Unit Breakdown	Rm Count Size Tot Br Ba Sq Ft	Rm Count Size Tot Br Ba Sq Ft	Rm Count Size Tot Br Ba Sq Ft	Rm Count Size Tot Br Ba Sq Ft
Unit # 1	2 1 1 480	3 1 1 \$ 1,600	4 1 1 \$ 1,675	3 1 1 \$ 1,500
Unit # 2	3 1 1 714	4 2 1.1 \$ 2,100	4 1 1.1 \$ 1,550	3 1 1 \$ 1,500
Unit # 3		3 1 1 \$ 1,200	3 1 1 \$ 1,050	3 1 1 \$ 1,500
Unit # 4		3 1 1 \$ 2,100	4 1 2 \$ 1,550	
Utilities Included	Water & Sewer	Water & Sewer	Water & Sewer	Water & Sewer

Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.)

Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property

Leases			Actual Rents			Opinion Of Market Rent			
Unit #	Lease Date		Per Unit		Total Rents	Per Unit		Total Rents	
	Begin Date	End Date	Unfurnished	Furnished		Unfurnished	Furnished		
1	Not Provided		\$	\$	\$	\$ 1,200	\$	\$ 1,200	
2	Not Provided					1,500		1,500	
3									
4									
Comment on lease data			Total Actual Monthly Rent		\$	Total Gross Monthly Rent		\$ 2,700	
			Other Monthly Income (itemize)		\$	Other Monthly Income (itemize)		\$	
			Total Actual Monthly Income		\$	Total Estimated Monthly Income		\$ 2,700	

Utilities included in estimated rents ☐ Electric ☒ Water ☒ Sewer ☐ Gas ☐ Oil ☐ Cable ☐ Trash collection ☐ Other (describe)

Comments on actual or estimated rents and other monthly income (including personal property) **Estimated rents are derived directly from the subjects market.**
All utilities are separate with water, sewer and trash collection being the responsibility of the owner and typically collected as part of the owners real estate taxes.

COST APPROACH TO VALUE

Site Value Comments

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE
Source of cost data	Dwelling 1,194 Sq. Ft. @ \$ = \$ 0
Quality rating from cost service	Bsmt: 480 Sq.Ft. Sq. Ft. @ \$ = \$ 0
Effective date of cost data	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Garage/Carport 0 Sq. Ft. @ \$ = \$ 0
	Total Estimate of Cost-New = \$ 0
	Less Physical Functional External
	Depreciation = \$ (0)
	Depreciated Cost of Improvements = \$ 0
	"As-is" Value of Site Improvements = \$
	INDICATED VALUE BY COST APPROACH = \$ 0

Standards Rule 1-5

In developing a real property appraisal, when the value opinion to be developed is market value, an appraiser must, if such information is available to the appraiser in the normal course of business: (a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal; and (b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

The Intended User of this appraisal report is Pietragallo Gordon Alfano Bosick & Raspanti, LLP, as well as OCF Realty. The Intended Use is to evaluate the property that is the subject of this appraisal for marketing to list the home for possible sale, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

Small Residential Income Property Appraisal Report

File No. S2303167

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
803 S. 4th Street Address Philadelphia, PA 19147	301 Kater Street Philadelphia, PA 19147	634 Catharine Street Philadelphia, PA 19147	507 S 4th Street Philadelphia, PA 19147	
Proximity to Subject	0.23 miles NE	0.24 miles NW	0.30 miles NE	
Sale Price	\$ 603,000	\$ 645,000	\$ 670,000	
Sale Price/Gross Bldg. Area	\$ 402.00 sq. ft.	\$ 277.06 sq. ft.	\$ 364.92 sq. ft.	
Gross Monthly Rent	\$ 0	\$ 0	\$ 7,600	
Gross Rent Multiplier	0.00	0.00	88.16	
Price Per Unit	\$ 301,500	\$ 322,500	\$ 335,000	
Price Per Room	\$ 54,818	\$ 64,500	\$ 134,000	
Price Per Bedroom	\$ 201,000	\$ 161,250	\$ 335,000	
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Data Source(s)	Bright#PAPH2131106;DOM 26	Bright#PAPH2132760;DOM 217	Bright#PAPH2145258;DOM 303	
Verification Source(s)	Realist	Realist	Realist	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sale or Financing	ArmLnth	ArmLnth	ArmLnth	ArmLnth
Concessions	Conv;0	Conv;0	Cash;0	Cash;0
Date of Sale/Time	08/30/2022	08/16/2022	12/29/2022	
Location	Urban	Urban	Urban	Urban
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	491 Sq.Ft.	500 Sq.Ft.	1344 Sq.Ft.	795 Sq.Ft.
View	N;Res;	N;Res;	N;Res;	N;Res;
Design (Style)	Int-Row	End-Row-Duplex	Int-Row-Duplex	Int-Row-MixedUse
Quality of Construction	Average	Average	Average	Average
Actual Age	108+/-	98+/-	108+/-	103+/-
Condition	Average	Good	Average	Renovated
Gross Building Area	1194 sq.ft.	1500 sq.ft.	2328 sq.ft.	1836 sq.ft.
Unit Breakdown	Total: 2, Bdrms: 1, Baths: 1	Total: 5, Bdrms: 2, Baths: 1.1	Total: 5, Bdrms: 2, Baths: 1	Total: 4, Bdrms: 2, Baths: 1.1
Unit # 1	2, 1, 1	6, 2, 1.1	5, 2, 1	1, 0, 1
Unit # 2	3, 1, 1	5, 1, 1	5, 2, 1	4, 2, 1.1
Unit # 3				
Unit # 4				
Basement Description	Full	Full	Full	Full
Basement Finished Rooms	Unfinished	Finished	Finished	Finished
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Gas/FWA C/Air	Gas/FWA C/Air	Gas/HW C/Air	Gas/FWA C/Air
Energy Efficient Items	Insul/Storm Wind	Insul Wind.	Insul Wind.	Insul Wind.
Parking On/Off Site	None	None	None	None
Porch/Patio/Deck	Patio	RoofDeck	Patio	RoofDeck
Add'l Features	As noted	SupCon-AdjAbv	Similar Features	Reno-AdjAbv
Net Adjustment (Total)	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 55,300	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 66,700	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 97,100	
Adjusted Sale Price of Comparables	Net Adj. -9.2 % Gross Adj. 9.2 % \$ 547,700	Net Adj. -10.3 % Gross Adj. 10.3 % \$ 578,300	Net Adj. -14.5 % Gross Adj. 14.5 % \$ 572,900	
Adj. Price Per Unit (Adj. SP Comp / # of Comp Units)	\$ 273,850	\$ 289,150	\$ 286,450	
Adj. Price Per Room (Adj. SP Comp / # of Comp Rooms)	\$ 49,791	\$ 57,830	\$ 114,580	
Adj. Price Per Bdrmm (Adj. SP Comp / # of Comp Bedrooms)	\$ 182,567	\$ 144,575	\$ 286,450	
Summary of Sales Comparison Approach The subject property is located within the City of Philadelphia and school district. My initial search parameters revealed 18 homes within this municipality and school district that have closed (and been listed) in the last 12 month period. After the initial results have been analyzed for relevance, I then manually reviewed every single sale and listing to determine which properties are most similar to the subject with regards to location, style, gross living area and lot size, condition and bedroom & bathroom count, as well as other desirable amenities, placing additional emphasis on the most proximate and recent of these sales and listings. The best possible data is presented in this appraisal report, with market adjustments applied as warranted, and values reconciled to determine my final opinion of market value.				
INCOME APPROACH TO VALUE				
Estimated Monthly Market Rent \$ 2,700.00 X Gross Rent Multiplier 165.00 = \$ 445,500 Indicated Value by Income Approach				
Summary of Income Approach (including support for market rent and GRM) Gross rent multiplier (GRM) is the ratio of the price of a real estate investment to its annual rental income before accounting for expenses such as property taxes, insurance, and utilities; GRM is the number of years the property would take to pay for itself in gross received rent. For a prospective real estate investor, a lower GRM represents a better opportunity.				
Gross Rent Multiplier = Property Price / Gross Rental Income				
Indicated Value by: Sales Comparison Approach \$570,000 Cost Approach (if developed) \$ 0 Income Approach (if developed) \$ 445,500				
See Attached Addendum				
This appraisal is made <input checked="" type="checkbox"/> as is, <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed <input type="checkbox"/> subject to the following.				
The appraisal is made "as is" at time of inspection with no repairs, alterations or special conditions required.				
Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 570,000 as of 04/07/2023, which is the effective date of this appraisal				



Small Residential Income Property Appraisal Report

File No S2303167

FEATURE	SUBJECT	COMPARABLE SALE NO. 4			COMPARABLE SALE NO. 5			COMPARABLE SALE NO. 6					
803 S. 4th Street Address Philadelphia, PA 19147		757 S 9th Street Philadelphia, PA 19147			722 Lombard Street Philadelphia, PA 19147								
Proximity to Subject		0.42 miles NW			0.43 miles NW								
Sale Price	\$	\$ 575,000			\$ 750,000			\$					
Sale Price/Gross Bldg. Area	\$ 0.00 sq. ft.	\$ 196.38 sq. ft.			\$ 496.03 sq. ft.			\$ sq. ft.					
Gross Monthly Rent	\$	\$ 0			\$ 4,300			\$					
Gross Rent Multiplier		0.00			174.42								
Price Per Unit	\$	\$ 287,500			\$ 375,000			\$					
Price Per Room	\$	\$ 71,875			\$ 107,143			\$					
Price Per Bedroom	\$	\$ 191,667			\$ 250,000			\$					
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No					
Data Source(s)		Bright#PAPH2108042;DOM 106			Bright#PAPH2071240;DOM 39								
Verification Source(s)		Realist			Realist								
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+	-	ADJUSTMENT	DESCRIPTION	+	-	ADJUSTMENT	DESCRIPTION	+	-	ADJUSTMENT
Sale or Financing		ArmLnth				ArmLnth							
Concessions		Conv;0				Conv;0							
Date of Sale/Time		09/09/2022				04/14/2022							
Location	Urban	Urban				Urban							
Leasehold/Fee Simple	Fee Simple	Fee Simple				Fee Simple							
Site	491 Sq.Ft.	1280 Sq.Ft.			0	911 Sq.Ft.			0				
View	N;Res;	N;Res;				N;Res;							
Design (Style)	Int-Row	Twin - Duplex				Int-Row-Duplex							
Quality of Construction	Average	Average				Average							
Actual Age	108+/-	103+/-				53+/-							
Condition	Average	Average				Renovated			-50,000				
Gross Building Area	50 1194 sq.ft.	2928 sq.ft.		-86,700		1512 sq.ft.			-15,900				
Unit Breakdown	Total Beds Baths	Total Beds Baths				Total Beds Baths				Total Beds Baths			
Unit # 1	2 1 1	5 2 1				3 1 1.1							
Unit # 2	3 1 1	3 1 1				4 2 1.1							
Unit # 3													
Unit # 4													
Basement Description	Full	Full				Full							
Basement Finished Rooms	Unfinished	Unfinished				Finished			-10,000				
Functional Utility	Average	Average				Average							
Heating/Cooling	Gas/FWA C/Air	Gas/HW C/Air				Elec/FWA C/Air							
Energy Efficient Items	Insul/Storm Wind	Insul/Storm Wind				Insul Wind							
Parking On/Off Site	None	None				None							
Porch/Patio/Deck	Patio	Deck				Patio							
Add'l Features	As noted	Similar Features		0		Reno-AdjAbv			0				
Net Adjustment (Total)													
Adjusted Sale Price of Comparables		Net Adj. -15.1 % Gross Adj. 15.1 %		\$ 86,700		Net Adj. -10.1 % Gross Adj. 10.1 %		\$ 75,900		Net Adj. % Gross Adj. %		\$	
Adj. Price Per Unit (Adj. SP Comp / # of Comp Units)	\$	244,150				337,050							
Adj. Price Per Room (Adj. SP Comp / # of Comp Rooms)	\$	61,038				96,300							
Adj. Price Per Bdrm. (Adj. SP Comp / # of Comp Bedrooms)	\$	162,767				224,700							
Summary of Sales Comparison Approach													

Small Residential Income Property Appraisal Report

File No S2303167

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
11. The ACI General Purpose Appraisal Report (GPARTM) is not intended for use in transactions that require a Fannie Mae 1025/Freddie Mac 72 form, also known as the Small Residential Income Property Appraisal Report (2-4 Family).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

Small Residential Income Property Appraisal Report

File No. S2303167

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

Definition of Value: ☒ Market Value ☐ Other Value: _____Source of Definition: The Dictionary of Real Estate Appraisal, 4th ed.

The definition of "Market Value", as defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C Appraisals,

34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation is as follows;

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

ADDRESS OF THE PROPERTY APPRAISED:

803 S. 4th Street

Philadelphia, PA 19147

EFFECTIVE DATE OF THE APPRAISAL 04/07/2023

APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 570,000

APPRAISER

Signature: _____

Name: REDACTED

State Certification # _____

or License # _____

or Other (describe): _____ State #: _____

State: PA

Expiration Date of Certification or License 06/30/2025

Date of Signature and Report: 06/06/2023

Date of Property Viewing: 04/07/2023

Degree of property viewing:

☒ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____

Name: _____

State Certification # _____

or License # _____

State: _____

Expiration Date of Certification or License: _____

Date of Signature: _____

Date of Property Viewing: _____

Degree of property viewing:

☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

ADDENDUM

Client: Piatragallo Gordon Alfano Bosick & Raspani, LLP	File No.: 82303167
Property Address: 803 S. 4th Street	Case No.:
City: Philadelphia	State: PA Zip: 19147

Neighborhood Boundaries
The neighborhood boundaries are defined by South Street to the North, Washington Avenue to the South, Broad Street to the West and Front Street to the East.

Neighborhood Description
The subject is situated in a section of Philadelphia known as Queen Village. Dwellings in the area consist mostly of 1-4 family attached styles of various designs. Area is well situated to major access routes including South Street and Broad Street, which provide convenient proximity to local schools, shopping and public transportation. Major employment areas can be reached within walking distance or by public transportation. Neighborhood appears stable with no apparent adverse factors noted to affect the ability of the subject to be marketable.

HIGHEST AND BEST USE
Highest & Best Use-The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Based on the above definition and an analysis of the subjects market and it's overall appeal and marketability within that market, the current use represents the highest and best use.

SUMMARY OF SALES COMPARISON APPROACH
Gross living area adjustments have been calculated at \$50.00 per sq.ft.

Adjustments for differences in lot size cannot be accurately quantified in the market. Adjustments are not made simply because of differences, rather, adjustments must be quantifiable. Market research does not provide a clear indication for a monetary adjustment.

Due to a lack of recent relevant sales data in the subjects market area, it was necessary to extend our marketing time in our search for comparable sales data. The sales exhibited were sold under economic conditions which are similar to those which exist at the time of this appraisal on the subject property. Thus, no time adjustment is warranted. The sales data represented in this report was the best available market data, and after necessary adjustments provide good indicators of the subjects market value.

FINAL RECONCILIATION
Sale Comparison Approach most accurately reflects motivations and reactions of typical buyers. The Cost Approach is not considered relevant for residential properties of this type. The Income Approach has been developed, is considered relevant for residential properties of this type, and provides further support of the sales comparison approach. The subject is an income producing property and is typically purchased for that purpose in this neighborhood. The home was built in 1915+/- . The cost approach is relevant for new construction and for older homes that have been completely (or significantly) renovated. That does not apply in this case.

CONDITIONS OF APPRAISAL
Appraisal Report; Prepared in Accordance with USPAP Standards Rule 2-2(a)

The proximity of commercial propertie(s) within the subject neighborhood is an acceptable influence with no adverse impact on the ability of the subject to be marketable.

The determination of an estimated market value involved a number of processes. After the problem was defined and the work planned, the subject was physically inspected on both the interior and exterior. Sales data was collected from several sources including town hall records, real estate brokers and multiple listing service. When applicable, the Marshall and Swift Residential Cost Handbook has been consulted to estimate reproduction costs. A report of these findings will be included as an attachment to this appraisal.

Items of personal property had no impact on the determination of the appraised value of the subject property.

This appraisal report contains an electronic signature.

Area Measurements						Area Type						
Measurements		Factor		Total		Level 1	Level 2	Level 3	Other	Bsmt.	Garage	
32.00	x	15.00	x	1.00	=	480.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.00	x	15.00	x	1.00	=	330.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.00	x	3.00	x	1.00	=	27.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.00	x	15.00	x	1.00	=	330.00	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.00	x	3.00	x	1.00	=	27.00	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	x		x		=		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	x		x		=		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	x		x		=		<input type="checkbox"/>	<input type="checkbox"/> </				

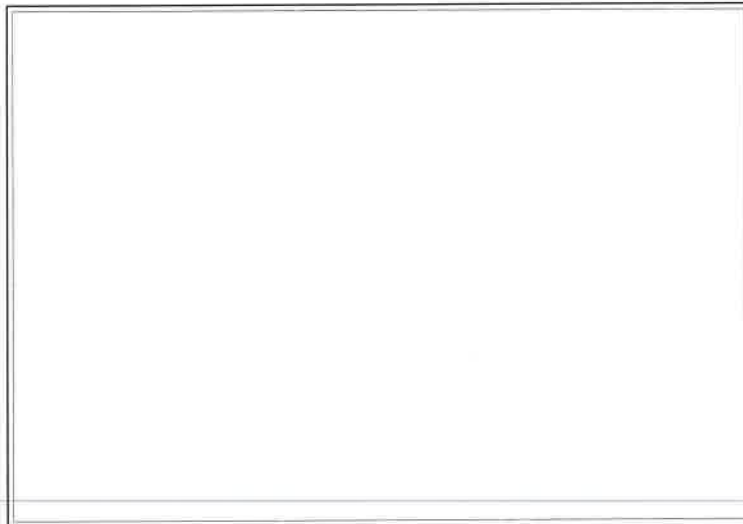
SUBJECT PROPERTY PHOTO ADDENDUM

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303167
Property Address: 803 S. 4th Street	Case No.:
City: Philadelphia	State: PA Zip: 19147



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: April 7, 2023
Appraised Value: \$ 570,000



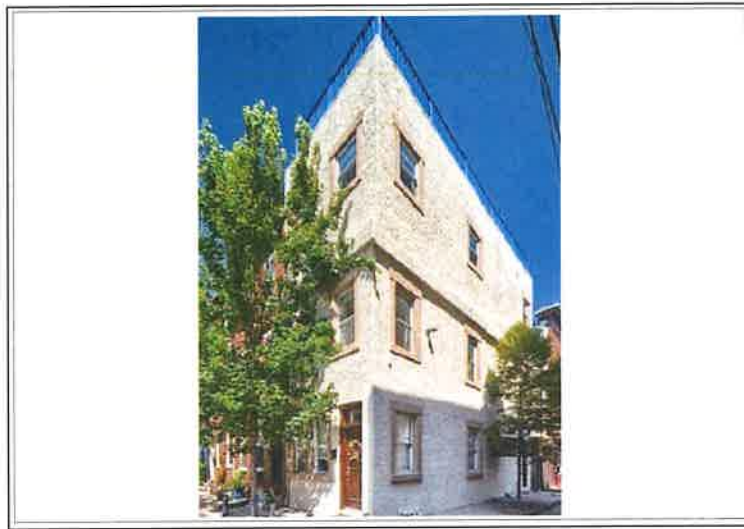
**REAR VIEW OF
SUBJECT PROPERTY**



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303167
Property Address: 803 S. 4th Street	Case No.:
City: Philadelphia	State: PA Zip: 19147



COMPARABLE SALE #1

301 Kater Street
Philadelphia, PA 19147
Sale Date: 08/30/2022
Sale Price: \$ 603,000



COMPARABLE SALE #2

634 Catharine Street
Philadelphia, PA 19147
Sale Date: 08/16/2022
Sale Price: \$ 645,000



COMPARABLE SALE #3

507 S 4th Street
Philadelphia, PA 19147
Sale Date: 12/29/2022
Sale Price: \$ 670,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303167
Property Address: 803 S. 4th Street	Case No.:
City: Philadelphia	State: PA Zip: 19147



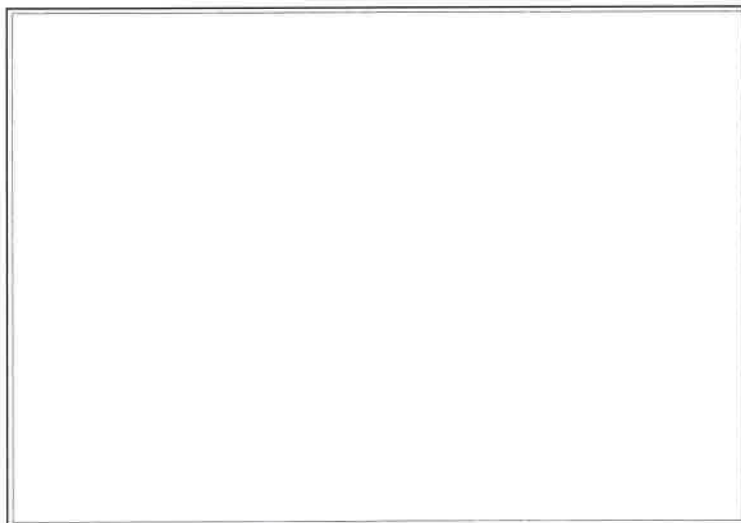
COMPARABLE SALE #4

757 S 9th Street
Philadelphia, PA 19147
Sale Date: 09/09/2022
Sale Price: \$ 575,000



COMPARABLE SALE #5

722 Lombard Street
Philadelphia, PA 19147
Sale Date: 04/14/2022
Sale Price: \$ 750,000

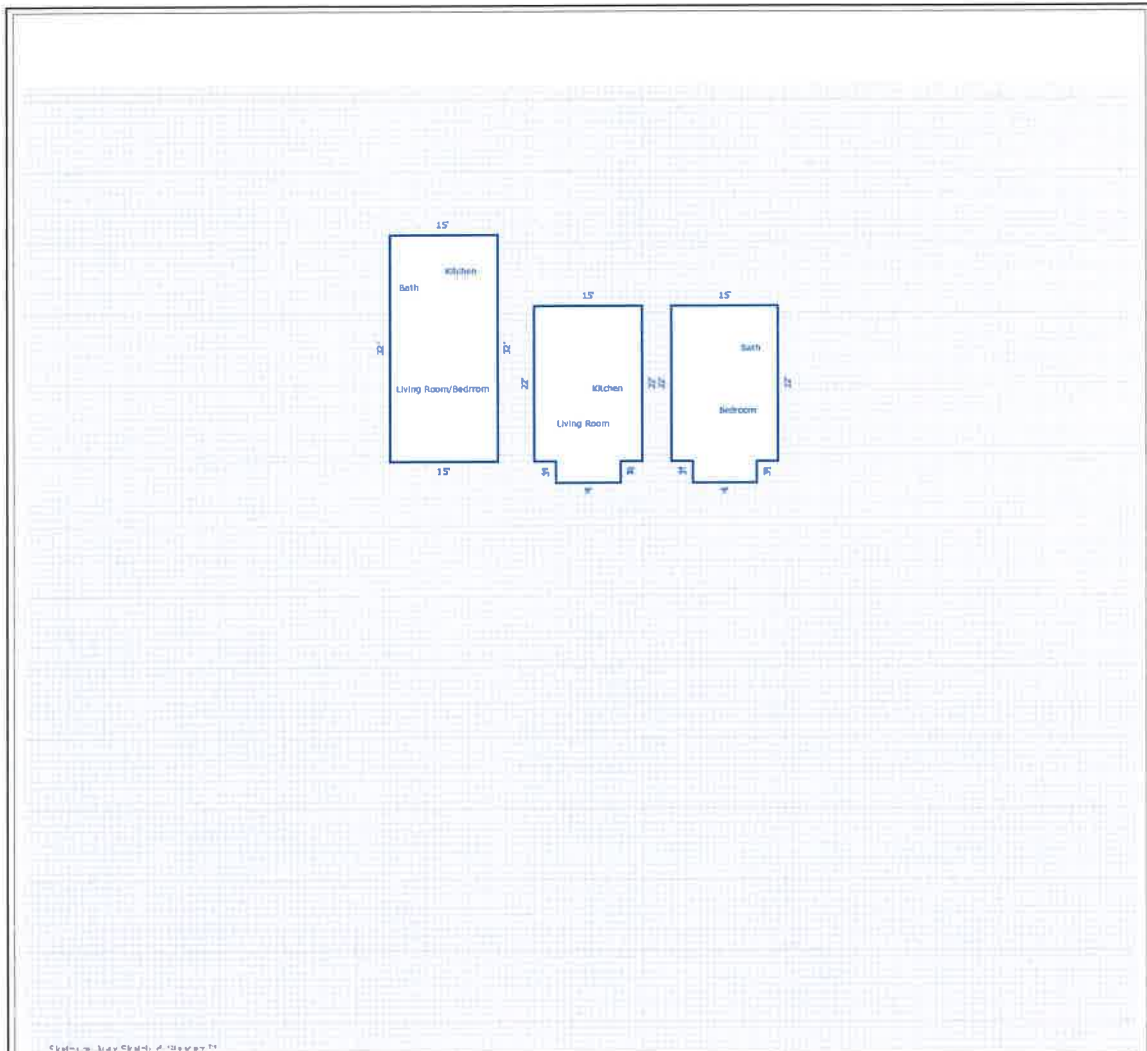


COMPARABLE SALE #6

Sale Date:
Sale Price: \$

FLOORPLAN SKETCH

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303167
Property Address: 803 S. 4th Street	Case No.:
City: Philadelphia	State: PA Zip: 19147

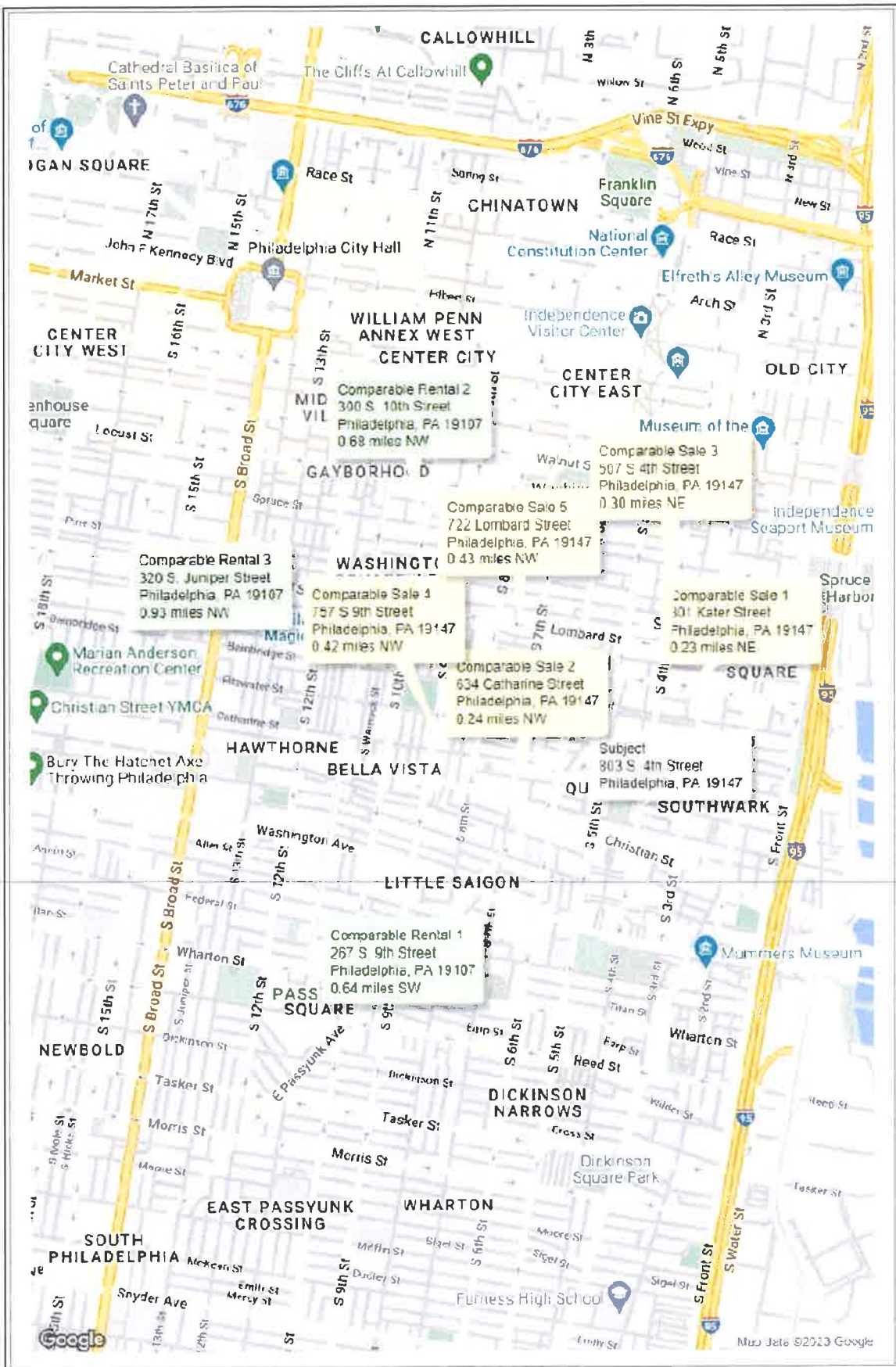


Comments:

AREA CALCULATIONS SUMMARY				LIVING AREA BREAKDOWN		
Code	Description	Net Size	Net Totals	Breakdown		Subtotals
GLA1	First Floor	480.00	480.00	First Floor		
GLA2	Second Floor	357.00	357.00	15.0 x 32.0		480.00
GLA3	Third Floor	357.00	357.00	Second Floor		
				15.0 x 22.0		330.00
				3.0 x 9.0		27.00
				Third Floor		
				15.0 x 22.0		330.00
				3.0 x 9.0		27.00
Net LIVABLE Area		(rounded)	1194	5 Items	(rounded)	1194

LOCATION MAP

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303167
Property Address: 803 S. 4th Street	Case No.:
City: Philadelphia	State: PA Zip: 19147



Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303167
Property Address: 803 S. 4th Street	Case No.:
City: Philadelphia	State: PA Zip: 19147

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

License Type
Certified Residential Appraiser
REDACTED

License Status
Active

Initial License Date
08/25/1993

License Number
REDACTED

Expiration Date
06/30/2025

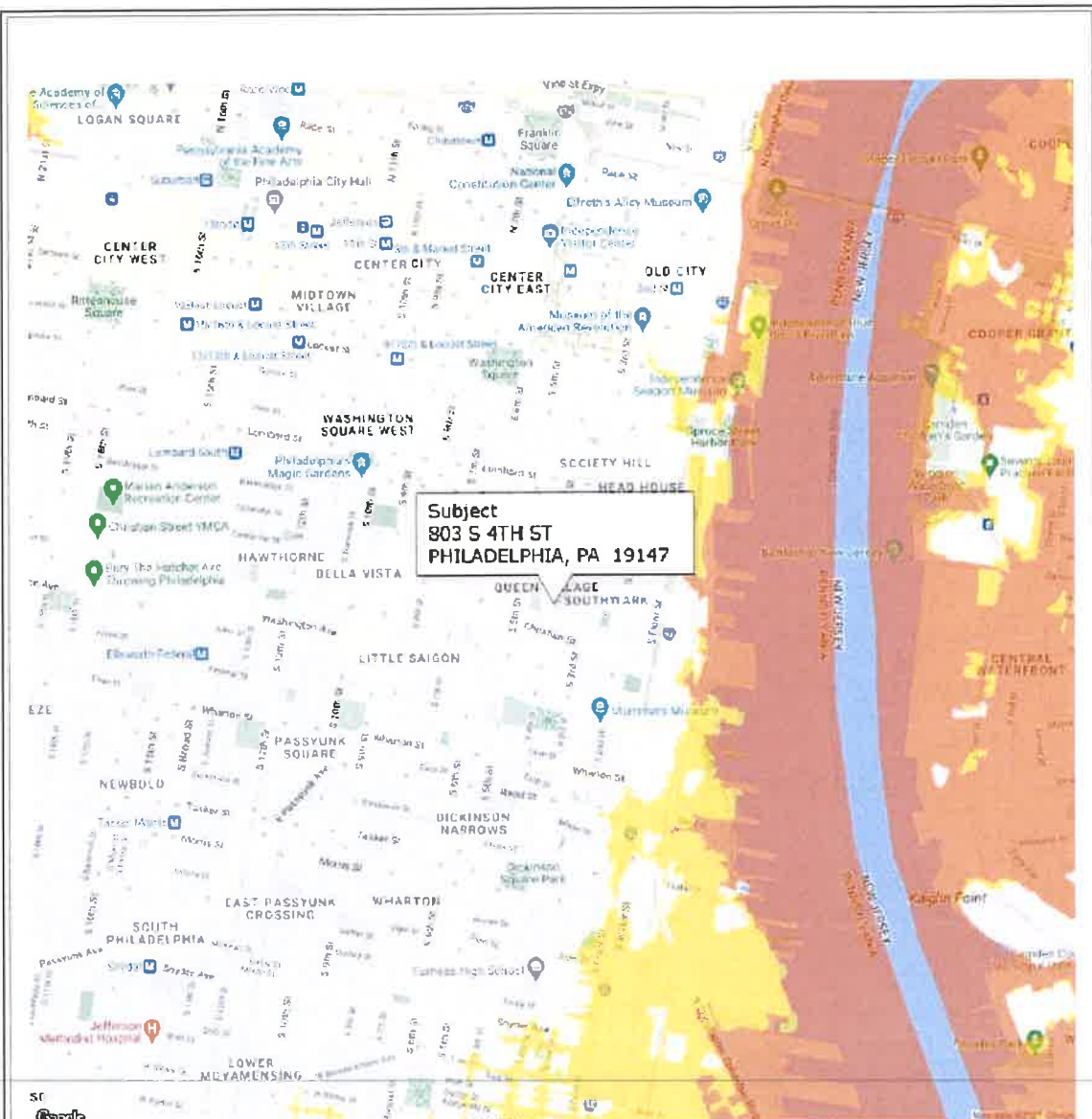
Signature
REDACTED

REDACTED

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER DE PA C.S. § 3911

FLOOD MAP

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303167
Property Address: 803 S. 4th Street	Case No.:
City: Philadelphia	State: PA Zip: 19147



FLOOD INFORMATION

Community: City of Philadelphia
 Property is NOT in a FEMA Special Flood Hazard Area
 Map Number: 4207570184H
 Panel: 4207570184
 Zone: X
 Map Date: 11-18-2015
 FIPS: 42101
 Source: FEMA DFIRM

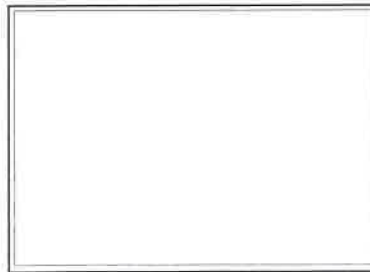
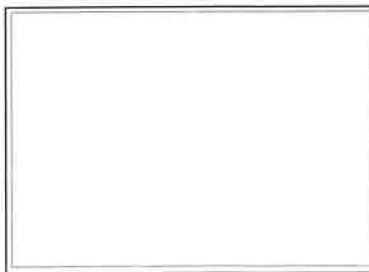
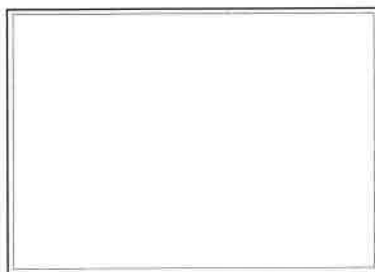
LEGEND

- = FEMA Special Flood Hazard Area - High Risk
- = Moderate and Minimal Risk Areas
- Road View:
- = Forest
- = Water

Sky Flood™

No representation or warranty is made by any party as to the content, accuracy or completeness of this Flood report, including any warranty of merchantability or fitness for a particular purpose implied or provided. Visual scaling factors differ between map pages and are separate from flood zone information and marker location. No liability is accepted for any third party use or misuse of this flood map or its data.

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303167
Property Address: 803 S. 4th Street	Case No.:
City: Philadelphia	State: PA Zip: 19147



AERIAL MAP

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP
Property Address: 803 S. 4th Street
City: Philadelphia

File No.: S2303167
Case No.:
State: PA Zip: 19147

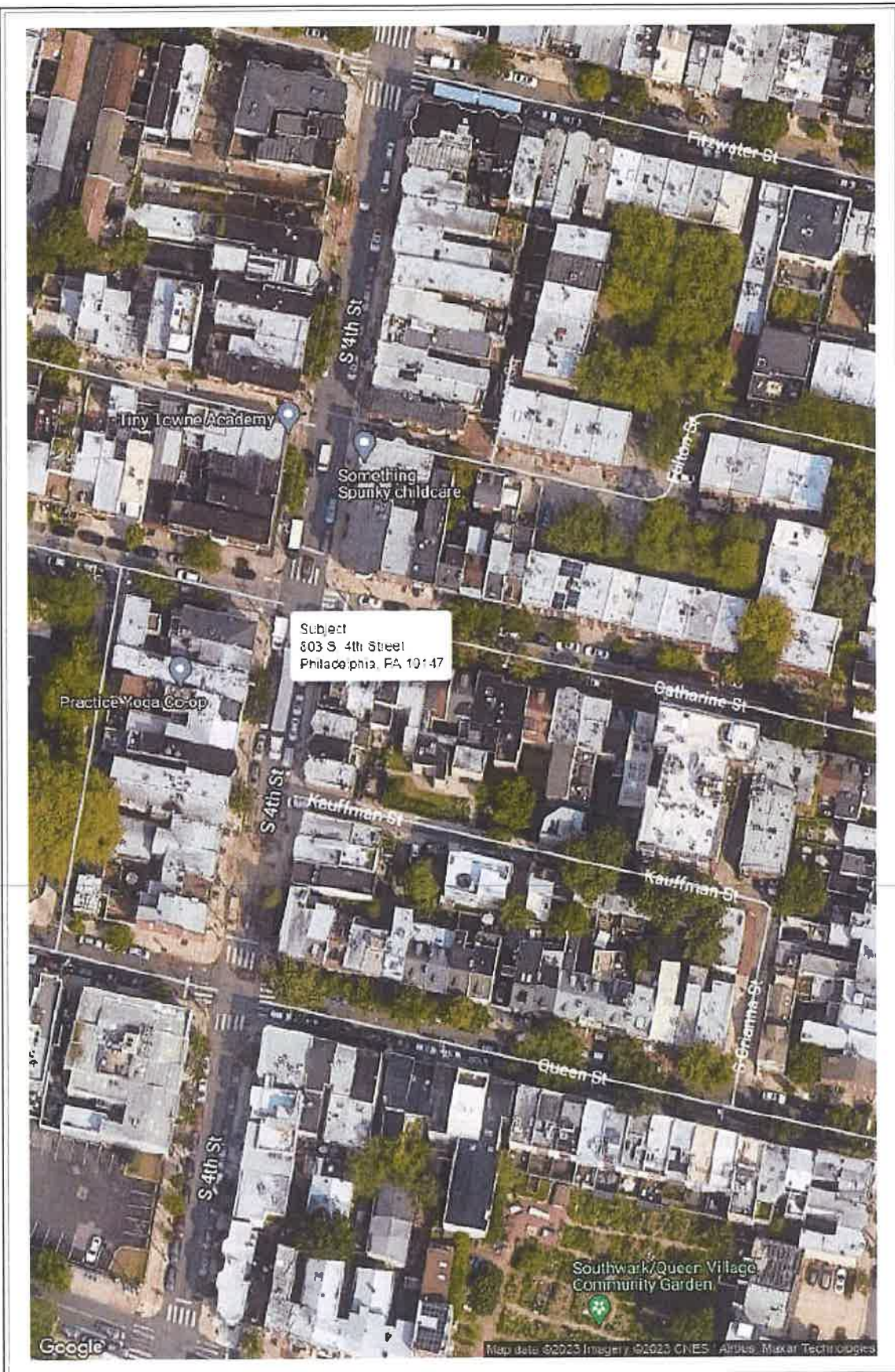


Exhibit B

*Redacted Pennsylvania Certified Residential Appraisal
Dated July 6, 2023*

File No. 803 S 4TH ST

APPRAISAL OF



LOCATED AT:

803 S 4TH ST
PHILADELPHIA, PA 19147

FOR:

RYAN K STUMPHAUZER , COURT APPOINTED RECEIVER

BORROWER:

N/A

AS OF:

JULY 8, 2023

BY:

[REDACTED]

Small Residential Income Property Appraisal Report

File No. 803 S 4TH ST

IMPROVEMENTS	Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe _____															
	Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe _____															
	Is the property subject to rent control? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe _____															
	The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.															
COMPARABLE RENTAL DATA	FEATURE		SUBJECT		COMPARABLE RENTAL NO. 1			COMPARABLE RENTAL NO. 2			COMPARABLE RENTAL NO. 3					
	803 S 4TH ST		614-16 RODMAN ST		752 S 9TH ST #2R & #2F			618 S 8TH ST #2 & #3								
	Address PHILADELPHIA, PA 19147		PHILADELPHIA, PA 19147		PHILADELPHIA, PA 19147			PHILADELPHIA, PA 19147								
	Proximity to Subject		0.34 miles NW		0.45 miles NW			0.41 miles NW								
	Current Monthly Rent		\$ 0		\$ 2,040			\$ 2,525			\$ 2,100					
	Rent/Gross Bldg. Area		\$ 0.00 sq. ft.		\$ 1.13 sq. ft.			\$ 1.06 sq. ft.			\$ 1.00 sq. ft.					
	Rent Control		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
	Data Source(s)		INSPECTION		MLS#PAPH986130			MLS#PAPH2221598 & PAPH2230534			MLS#PAPH2215076 & PAPH2235654					
	Date of Lease(s)		N/A		N/A			N/A			N/A					
	Location		URBAN		URBAN			URBAN			URBAN					
	Actual Age		108		123			103			108					
	Condition		AVERAGE		AVERAGE			AVERAGE			AVERAGE					
	Gross Building Area		1,236		1,800			2,376			2,092					
	Unit Breakdown		Rm Count Size Tot Br Ba Sq. Ft.		Rm Count Size Tot Br Ba Sq. Ft.		Monthly Rent		Rm Count Size Tot Br Ba Sq. Ft.		Monthly Rent		Rm Count Size Tot Br Ba Sq. Ft.		Monthly Rent	
	Unit #1		2 0 1 514		2 0 1 900		\$ 790		2 0 1 594		\$ 1,075		3 1 1 500		\$ 1,050	
Unit #2		4 1 1 722		5 2 1.1 900		\$ 1,250		3 1 1 594		\$ 1,450		2 0 1 500		\$ 1,050		
Unit #3						\$				\$				\$		
Unit #4						\$				\$				\$		
Utilities Included		NONE		NONE			NONE			NONE						
Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.)																
COMPARABLE RENTALS ARE SIMILAR IN LOCATION AND APPEAL.																
Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.																
SUBJECT RENT SCHEDULE	Leases			Actual Rents				Opinion Of Market Rent								
	Lease Date			Per Unit				Per Unit								
	Unit #	Begin Date	End Date	Unfurnished	Furnished	Total Rents	Unfurnished	Furnished	Total Rents							
	1	N/A		\$ N/A		\$ N/A	\$ 1,050		\$ 1,050							
	2	N/A		\$ N/A		\$ N/A	\$ 1,300		\$ 1,300							
	3															
	4															
	Comment on lease data NONE PROVIDED			Total Actual Monthly Rent		\$ 0	Total Gross Monthly Rent		\$ 2,350							
				Other Monthly Income (itemize)		\$	Other Monthly Income (itemize)		\$							
				Total Actual Monthly Income		\$ 0	Total Estimated Monthly Income		\$ 2,350							
Utilities included in estimated rents <input type="checkbox"/> Electric <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Cable <input type="checkbox"/> Trash collection <input checked="" type="checkbox"/> Other (describe) NONE																
Comments on actual or estimated rents and other monthly income (including personal property) ACTUAL RENTS WERE NOT AVAILABLE																
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain _____																
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																
Data source(s) BRIGHT MLS/PUBLIC RECORDS																
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sale for the year prior to the date of sale of the comparable sale.																
Data source(s) BRIGHT MLS/PUBLIC RECORDS																
Report the results of the research and analysis of the prior sale history of the subject property and comparable sales (report additional prior sales on page 4).																
ITEM		SUBJECT		COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3								
Date of Prior Sale/Transfer																
Price of Prior Sale/Transfer																
Data Source(s)		BRIGHT TAX RECORDS		BRIGHT TAX RECORDS		BRIGHT TAX RECORDS		BRIGHT TAX RECORDS								
Effective Date of Data Source(s)		07/03/2023		07/06/2023		07/06/2023		07/06/2023								
Analysis of prior sale history for the subject property and comparable sales NO SALES HISTORY FOR SUBJECT WITHIN 36 MONTHS. NO OTHER SALES HISTORY FOR COMPARABLES WITHIN 12 MONTHS. ALL COMPARABLE SALES APPEAR TO HAVE BEEN "ARMS LENGTH" TRANSACTIONS. NO FORECLOSURE SALES WERE USED.																

Small Residential Income Property Appraisal Report

File No. 803 S 4TH ST

There are comparable properties currently offered for sale in the subject neighborhood ranging in price from \$		to \$	
There are comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$		to \$	
FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2
803 S 4TH ST		1129 E Passyunk Ave	1314 Ellsworth St
Address PHILADELPHIA, PA 19147		Philadelphia, PA 19147	Philadelphia, PA 19147
Proximity to Subject		0.42 miles SW	0.83 miles SW
Sale Price	\$	\$ 441,000	\$ 450,000
Sale Price/Gross Bldg. Area	\$ 0.00 sq. ft.	\$ 262.50 sq. ft.	\$ 231.72 sq. ft.
Gross Monthly Rent	\$ 0	\$ 3,000	\$ 2,300
Gross Rent Multiplier	0.00	147.00	195.65
Price Per Unit	\$ 0	\$ 220,500	\$ 150,000
Price Per Room	\$ 0	\$ 55,125	\$ 50,000
Price Per Bedroom	\$ 57.475	\$ 110,250	\$ 150,000
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Data Source(s)	VISUAL	Bright#PAPH2048598;DOM 78	Bright#PAPH2213344;DOM 58
Verification Source(s)	INSPECTION	BRIGHT TAX RECORDS	BRIGHT TAX RECORDS
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sale or Financing		Armlth	Armlth
Concessions	0	Conv:0	Conv:0
Date of Sale/Time	s04/22;c03/22	s06/23;c05/23	s04/23;c03/23
Location	URBAN	URBAN	URBAN
Leasehold/Fee Simple	FEE SIMPLE	Fee Simple	Fee Simple
Site	491 SF	1200 sf	1275 sf
View	RESIDENTIAL/City	RESIDENTIAL/City	RESIDENTIAL/City
Design (Style)	COLONIAL	COLONIAL	COLONIAL
Quality of Construction	AVERAGE	AVERAGE	AVERAGE
Actual Age	108	102	108
Condition	GOOD	GOOD	AVERAGE
Gross Building Area 30,000	1236 SQ.FT.	1,680	1,942
Unit Breakdown			
Unit #1	2 0 1	4 2 1	3 1 1
Unit #2	4 1 1	4 2 1	4 2 1
Unit #3			3 1 1
Unit #4			
Basement Description	FULL	FULL	FULL
Basement Finished Rooms	UNFINISHED	UNFINISHED	UNFINISHED
Functional Utility	2 UNIT	2 UNIT	3 UNIT
Heating/Cooling	FHA/CAC	ELECBB/NONE	HWRAD/NONE
Energy Efficient Items	NONE	NONE	NONE
Parking On/Off Site	NONE	NONE	1GA
Porch/Patio/Deck	NONE	PATIO/DECK	PATIO
Net Adjustment (Total)		\$ 8,300	\$ 23,700
Adjusted Sale Price of Comparables		\$ 432,700	\$ 426,300
Adj. Price Per Unit (Adj. SP Comp / # of Comp Units)	\$ 216,350	\$ 142,100	\$ 206,900
Adj. Price Per Room (Adj. SP Comp / # of Comp Rooms)	\$ 54,088	\$ 47,367	\$ 59,114
Adj. Price Per Bdrm. (Adj. SP Comp / # of Comp Bedrooms)	\$ 108,175	\$ 142,100	\$ 137,933
Value Per Unit	\$ 210,000 X 2 Units =	\$ 420,000	\$ 324.00 X 1.236 GBA =
Value Per Rm.	\$ 84,000 X 6 Rooms =	\$ 504,000	\$ 420,000 X 1 Bdrms. =
Summary of Sales Comparison Approach including reconciliation of the above indicators of value.		SEE ATTACHED ADDENDUM	
Indicated Value by Sales Comparison Approach \$ 420,000			
Total gross monthly rent \$ 2,350 X gross rent multiplier (GRM) 179.00 =		\$ 420,650 Indicated value by the Income Approach	
Comments on income approach including reconciliation of the GRM		GRM WAS ESTIMATED FROM GRM OF COMPARABLE SALES	
Indicated Value by: Sales Comparison Analysis \$ 420,000		Income Approach \$ 420,650	
SEE ATTACHED ADDENDUM		Overall Approach (if developed) \$ 425,300	
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:			
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 420,000 as of 07/06/2023, which is the date of inspection and the effective date of this appraisal.			

Small Residential Income Property Appraisal Report

File No. 803 S 4TH ST

THE PURPOSE OF THIS APPRAISAL IS TO DETERMINE CURRENT MARKET VALUE FOR SALE PURPOSES AND IS NOT FOR MORTGAGE LENDING PURPOSES.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) THE APPRAISER HAS UTILIZED THE ABSTRACTION METHOD FROM THE IMPROVED SALES TO ARRIVE AT AN ESTIMATE OF LAND VALUE, SINCE THIS AREA IS FULLY DEVELOPED AND THERE IS AN ABSENCE OF VACANT LAND SALES.

COST APPROACH

ESTIMATED	<input type="checkbox"/> REPRODUCTION OR	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	120,000
Source of cost data	MARSHALL AND SWIFT		Dwelling	1,236 Sq. Ft. @ \$ 350.00	= \$ 432,600
Quality rating from cost service	AVG	Effective date of cost data 01/01/2023	BSMT: 345	Sq. Ft. @ \$ 30.00	= \$ 10,350
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			Garage/Carport	Sq. Ft. @ \$	= \$
SEE ATTACHED ADDENDUM			Total Estimate of Cost-New	= \$	442,950
			Less 90 Physical Functional External		
			Depreciation \$147,650	= \$	147,650
			Depreciated Cost of Improvements	= \$	295,300
			"As-is" Value of Site Improvements	= \$	10,000
Estimated Remaining Economic Life (HUD and VA only)			60 Years	INDICATED VALUE BY COST APPROACH	= \$ 425,300

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases

Total number of units

Total number of units sold

Total number of units rented

Total number of units for sale

Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Small Residential Income Property Appraisal Report

File No. 803 S 4TH ST

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property, including all units. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate market data to develop reliable sales comparison and income approaches to value for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

Small Residential Income Property Appraisal Report

File No. 803 S 4TH ST

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER**REDACTED**

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature and Report 07/06/2023
 Effective Date of Appraisal 07/06/2023
 State Certification # _____
 or State License # _____
 or Other (describe) _____ State # _____
 State PA
 Expiration Date of Certification or License 06/30/2025

ADDRESS OF PROPERTY APPRAISED

803 S 4TH ST
 PHILADELPHIA, PA 19147

APPRAISED VALUE OF SUBJECT PROPERTY \$ 420,000

LENDER/CLIENT

Name NO AMC
 Company Name RYAN K STUMPHAUZER COURT APPOINTED RECEIVER
 Company Address _____
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

ADDENDUM

Borrower: N/A		File No. 803 S 4TH ST	
Property Address: 803 S 4TH ST		Case No.:	
City: PHILADELPHIA	State: PA	Zip: 19147	
Lender: RYAN K STUMPHAUZER, COURT APPOINTED RECEIVER			

THE PURPOSE OF THIS APPRAISAL IS TO DETERMINE CURRENT MARKET VALUE FOR SALE PURPOSES AND IS NOT FOR MORTGAGE LENDING PURPOSES.

Neighborhood Description
 THE SUBJECT PROPERTY IS LOCATED IN A RESIDENTIAL AREA CONSISTING OF VARIOUS STYLES OF RESIDENTIAL PROPERTIES AND COMMERCIAL PROPERTIES. THIS PROPERTY MIX IS TYPICAL IN THE AREA. THE SUBJECT IS CONSIDERED CONVENIENT TO MOST COMMUNITY FACILITIES AND MAJOR HIGHWAYS. MAINTENANCE OF PROPERTIES IS AVERAGE AND FUTURE MARKETABILITY SHOULD CONTINUE TO BE SATISFACTORY.

Neighborhood Market Conditions
 THE SUBJECT PROPERTY IS LOCATED IN A GENERALLY STABLE MARKET AREA. TYPICAL FINANCING IS CONVENTIONAL WITH BUYERS PAYING MINIMAL IF ANY POINTS. SELLER CONTRIBUTION TO CLOSING DOES NOT TYPICALLY OCCUR. FHA AND VA MORTGAGES ARE ALSO AVAILABLE. TYPICAL MARKETING TIME IS ZERO TO THREE WITH HOMES SELLING @ 95-100% OF LIST PRICE WHEN LISTED AT A REALISTIC ASKING PRICE.

Zoning Compliance
 A PRE-EXISTING, LEGAL, NON-CONFORMING USE IS ESTABLISHED IF THE USE WAS AT ONE TIME LAWFUL AND BECAME UNLAWFUL THEREAFTER BECAUSE OF A CHANGE OF ZONING. IN THIS INSTANCE, THE SUBJECT'S LOT SIZE DOES NOT MEET CURRENT LOT SIZE REQUIREMENTS. THEREFORE, THE SUBJECT IS A PRE-EXISTING, LEGAL NON-CONFORMING USE. THE SUBJECT CAN BE REBUILT IF DESTROYED. THE SUBJECT'S ZONING HAS NO AFFECT ON MARKETABILITY.

Highest and Best Use
 The subject's current use is considered to be the highest and best use based on it's current residential use and according to the current zoning regulations.

Comments on Sales Comparison
 ADJUSTMENTS MADE TO COMPARABLE SALES WERE BASED ON PAIRED SALES ANALYSIS.

NO AGE ADJUSTMENTS WERE MADE AS AGE IS CONSIDERED AS PART OF THE DETERMINATION OF CONDITION OF THE COMPARABLES. CONDITION IS ALSO DETERMINED THROUGH THE EXTERIOR INSPECTION OF THE SALES AND INFORMATION PER MLS DATA PERTAINING TO UPDATING AND RENOVATIONS.

IT WAS NECESSARY TO ESTIMATE THE GROSS MONTHLY RENT OF SOME COMPARABLE SALES BECAUSE THEY WERE DELIVERED VACANT AT THE TIME OF SALE.

NO ADJUSTMENT FOR LOT SIZE MADE FOR MINIMAL DIFFERENCES AS IT DOES NOT APPEAR TO HAVE AN AFFECT ON OVERALL VALUE.

ALL OTHER ADJUSTMENTS ARE SELF EXPLANATORY.

THE SALES SELECTED WOULD COMPETE DIRECTLY WITH THE SUBJECT IN THE MARKETPLACE AND ARE THEREFORE CONSIDERED GOOD INDICATORS OF VALUE AND WERE GIVEN EQUAL WEIGHT.

Final Reconciliation
 BOTH THE COST APPROACH AND THE DIRECT SALES COMPARISON APPROACH CONCUR. THE DIRECT SALES COMPARISON APPROACH WAS GIVEN THE GREATEST WEIGHT SINCE IT MOST ACCURATELY REFLECTS THE CURRENT MARKET CONDITIONS. THE INCOME APPROACH TO VALUE WAS UTILIZED AND IS SUPPORTIVE OF VALUE.

Cost Approach
 THE LAND VALUE IS TYPICAL FOR THE SUBJECT AREA. AGE / LIFE METHOD USED. COST ESTIMATES DERIVED FROM LOCAL BUILDER ESTIMATES AND APPRAISER'S FILE. THE LAND TO IMPROVEMENT RATIO IS COMMON TO THIS AREA.

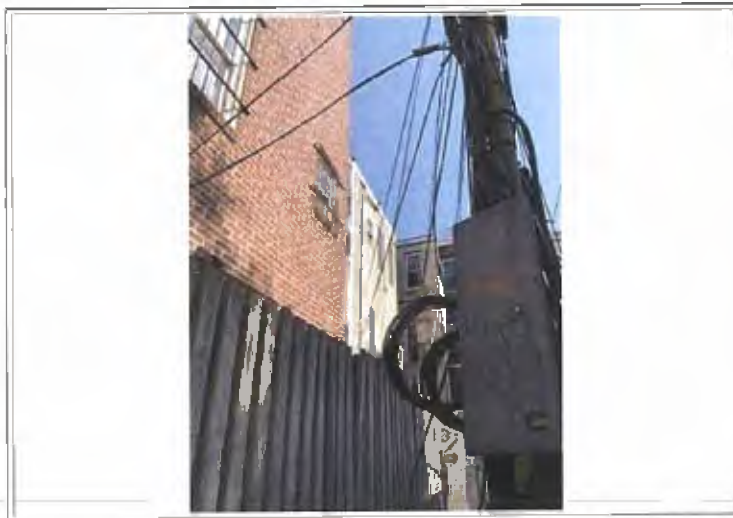
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: 803 S 4TH ST
Property Address: 803 S 4TH ST	Case No.:
City: PHILADELPHIA	State: PA Zip: 19147
Lender: RYAN K STUMPHAUZER, COURT APPOINTED RECEIVER	



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: JULY 6, 2023
Appraised Value: \$ 420,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

Borrower: N/A	File No.: 803 S 4TH ST
Property Address: 803 S 4TH ST	Case No.:
City: PHILADELPHIA	State: PA
Lender: RYAN K STUMPHAUZER, COURT APPOINTED RECEIVER	Zip: 19147



UNIT 1 LIVING ROOM



UNIT 1 KITCHEN



UNIT 1 BATHROOM



UNIT-1 BATHROOM



BASEMENT



UNIT 2 DEN

Borrower: N/A	File No.: 803 S 4TH ST
Property Address: 803 S 4TH ST	Case No.:
City: PHILADELPHIA	State: PA Zip: 19147
Lender: RYAN K STUMPHAUZER, COURT APPOINTED RECEIVER	



UNIT 2 KITCHEN



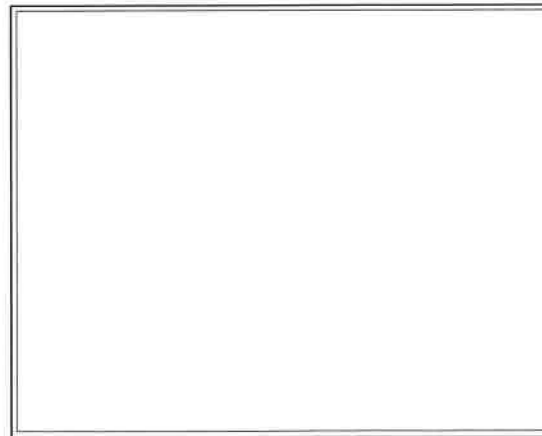
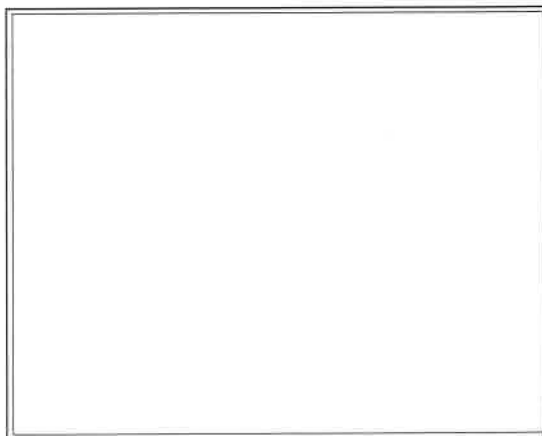
UNIT 2 DINING ROOM



UNIT 2 BEDROOM



UNIT 2 BATHROOM



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: 803 S 4TH ST
Property Address: 803 S 4TH ST	Case No.:
City: PHILADELPHIA	State: PA Zip: 19147
Lender: RYAN K STUMPHAUZER, COURT APPOINTED RECEIVER	



COMPARABLE SALE #1

1129 E PASSYUNK AVE
PHILADELPHIA, PA 19147
Sale Date: S04/22;C03/22
Sale Price: \$ 441,000



COMPARABLE SALE #2

1314 ELLSWORTH ST
PHILADELPHIA, PA 19147
Sale Date: S06/23;C05/23
Sale Price: \$ 450,000



COMPARABLE SALE #3

323 DICKINSON ST
PHILADELPHIA, PA 19147
Sale Date: S04/23;C03/23
Sale Price: \$ 420,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: 803 S 4TH ST
Property Address: 803 S 4TH ST	Case No.:
City: PHILADELPHIA	State: PA Zip: 19147
Lender: RYAN K STUMPHAUZER , COURT APPOINTED RECEIVER	



COMPARABLE SALE #4

804 REED ST
PHILADELPHIA, PA 19147
Sale Date: S08/22;C07/22
Sale Price: \$ 413,000



COMPARABLE SALE #5

1155 S 10TH ST
PHILADELPHIA, PA 19147
Sale Date: S11/22;C10/22
Sale Price: \$ 440,000



COMPARABLE SALE #6

1330 S 9Th St
Philadelphia, PA 19147
Sale Date: Active
Sale Price: \$ 469,900

COMPARABLE RENTALS PHOTO ADDENDUM

Borrower: N/A	File No.: 803 S 4TH ST
Property Address: 803 S 4TH ST	Case No.:
City: PHILADELPHIA	State: PA Zip: 19147
Lender: RYAN K STUMPHAUZER, COURT APPOINTED RECEIVER	



COMPARABLE RENTAL #1

614-16 RODMAN ST
PHILADELPHIA, PA 19147



COMPARABLE RENTAL #2

752 S 9TH ST #2R & #2F
PHILADELPHIA, PA 19147



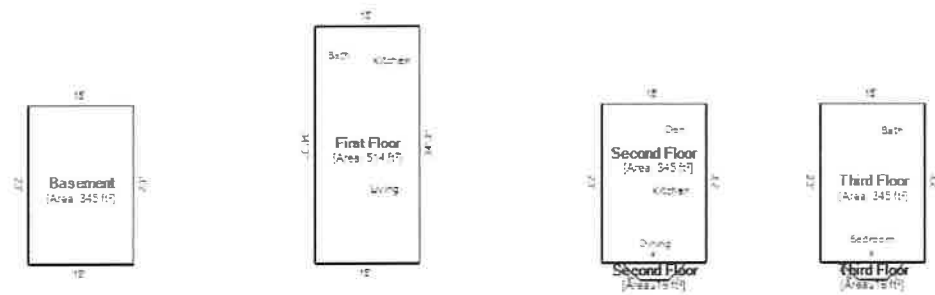
COMPARABLE RENTAL #3

618 S 8TH ST #2 & #3
PHILADELPHIA, PA 19147

FLOORPLAN SKETCH

Borrower: N/A	File No.: 803 S 4TH ST
Property Address: 803 S 4TH ST	Case No.:
City: PHILADELPHIA	State: PA Zip: 19147
Lender: RYAN K STUMPHAUZER, COURT APPOINTED RECEIVER	

Sketch



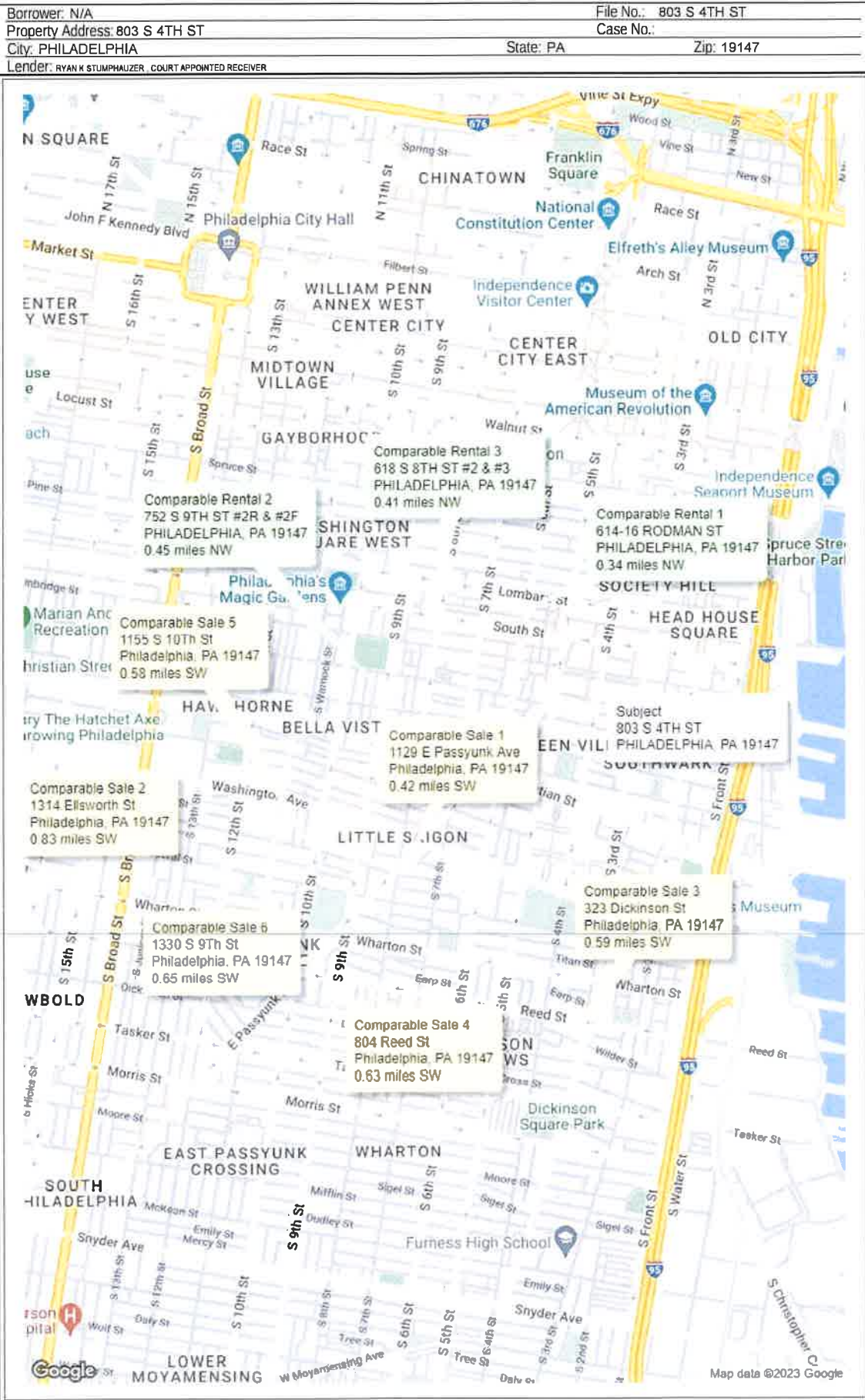
18 ft

Living Area		Area Calculation			
First Floor	513.75 ft²	First Floor			x 1.00 = 513.75 ft²
Second Floor	345 ft²	34' 3" x	15' x	1.00 =	513.75 ft²
Third Floor	345 ft²	Second Floor			x 1.00 = 345 ft²
Third Floor	16.09 ft²	23' x	15' x	1.00 =	345 ft²
Second Floor	16.09 ft²	Third Floor			x 1.00 = 345 ft²
Nonliving Area		23' x	15' x	1.00 =	345 ft²
Basement	345 ft²	Third Floor			x 1.00 = 16.09 ft²
	Δ	3' 6" x	2' 5 1/2" x	0.35 =	3.06 ft²
	Δ	4' x	2' 5 1/2" x	1.00 =	9.90 ft²
	Δ	2' 6 1/2" x	3' 6 1/2" x	0.35 =	3.12 ft²
	Δ	Second Floor			x 1.00 = 16.09 ft²
	Δ	3' 6" x	2' 5 1/2" x	0.35 =	3.06 ft²
	Δ	4' x	2' 5 1/2" x	1.00 =	9.90 ft²
	Δ	2' 6 1/2" x	3' 6 1/2" x	0.35 =	3.12 ft²
Total Living Area (rounded):		1238 ft²			

Area(s)		Area	% of GLA	% of GBA
Living		1,236		100.00
Level 1		514	41.59	41.59
Level 2		361	29.21	29.21
Level 3		361	29.21	29.21
Other				
Basement	<input type="checkbox"/>	345		
Garage	<input type="checkbox"/>			
	<input type="checkbox"/>			

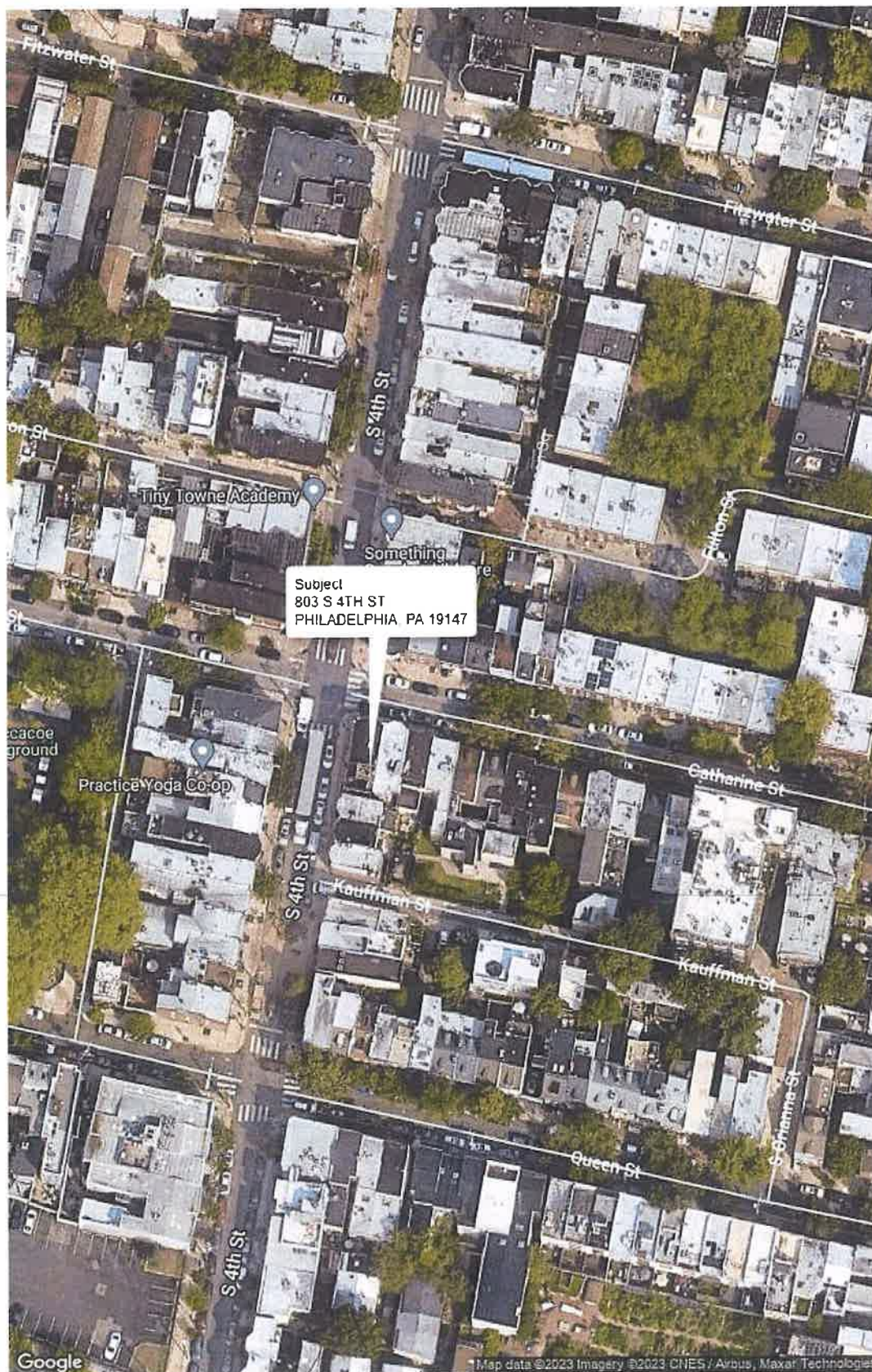
Produced using ACI software 800.234.8727 www.aciweb.com

LOCATION MAP



AERIAL MAP

Borrower: N/A	File No.: 803 S 4TH ST
Property Address: 803 S 4TH ST	Case No.:
City: PHILADELPHIA	State: PA
Lender: RYAN K STUMPHAUZER, COURT APPOINTED RECEIVER	Zip: 19147



Borrower: N/A		File No.: 803 S 4TH ST
Property Address: 803 S 4TH ST		Case No.:
City: PHILADELPHIA	State: PA	Zip: 19147
Lender: RYAN K STUMPHAUZER, COURT APPOINTED RECEIVER		

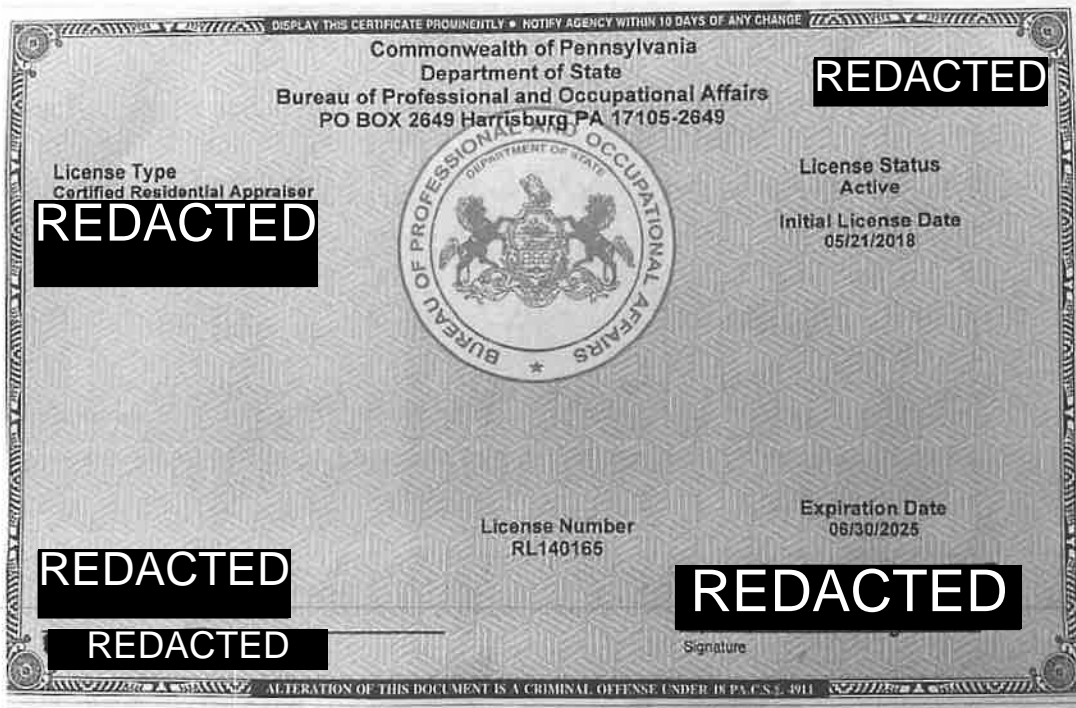


Exhibit C

*Redacted Purchase and Sale Agreement
Dated July 7, 2023*

Exhibit C

*Redacted Agreement of Sale
Dated July 7, 2023*

PURCHASE AND SALE AGREEMENT

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, in accordance with the terms of this Purchase and Sale Agreement ("Agreement"). This Agreement is effective as of the date the Seller signs this Agreement ("Effective Date").

1. KEY TERMS.

- A. Seller: Ryan Stumphauzer, Court Appointed Receiver
phone No.: (call counsel to Receiver) email address: c/o umh/g pierinaglio.com
& gja@pierinaglio.com
mailing address: c/o Stumphauzer Kolava Nadler & Sioman, PLLC, One
Biscayne Tower, 2 South Biscayne Boulevard, Suite 1600, Miami, FL 33133
- B. Buyer: **REDACTED**
phone No.: **REDACTED** email address: **REDACTED**
mailing address: **REDACTED**
- C. Purchase Price: \$430,395 (which equals Buyer's offer price of \$425,000 plus
a Transaction Fee of \$395) \$430,000
- D. Earnest Money Deposit: \$43,000 (if blank, then 10% of the Purchase Price, but
no less than \$50,000). \$43,000
- E. Property: Address: 803 S 4th St., Philadelphia, PA 19147 as legally described
on Exhibit A, including all permanent improvements thereon (but excluding any
personal property unless specifically identified by addendum or amendment to
this Agreement).
- F. Closing Date: August 25, 2023, (if blank, then (i) 30 calendar days after the
Effective Date). If the Closing Date falls on a weekend or a state or federally
recognized holiday, the Closing Date shall be the next business day.
- G. Closing Agent: Land Services USA contact address:
phone number: email address:
- H. Title Insurance Company: Land Services USA, title insurance agent for
, and the Title Company designated by Receiver.
- I. Closing Cost Allocations: As described in the Section below entitled "Closing
Cost Allocations".

2. **EARNEST MONEY DEPOSIT.** Buyer must deposit the Earnest Money Deposit with Closing Agent on or before 5:00 p.m. in the time zone where the Property is located on the first business day after Seller countersigns this Agreement. The Earnest Money Deposit is non-refundable except as set forth in this Agreement, and may be applied towards the amounts payable

by Buyer under this Agreement. The escrow ("Escrow") for the purchase of the Property shall be opened upon Closing Agent's receipt of the Earnest Money Deposit and a fully-signed copy of this Agreement.

3. CLOSING. The transactions contemplated by this Agreement shall be consummated ("**Close**" or "**Closing**") on or before the Closing Date.

4. CLOSING DELIVERIES.

(a) **Seller's Deliveries.** On or before the Closing Date, Seller shall deliver the following to Closing Agent ("**Seller's Deliveries**"):

(i) The transfer deed providing a receiver's limited warranty against title defects arising by, through or under Seller (in the form customarily used for similar transactions involving a court-appointed receiver) ("**Deed**") signed by Seller and acknowledged in accordance with the laws of the state in which the Property is located. NOTE: The Title Insurance Company reserves the right to insure over encumbrances that may appear of record but which in the commercially reasonable opinion of the Title Insurance Company remain of record due to a failure on the part of previous title companies and/or closing agents, to effect the recording of appropriate terminations and/or satisfactions.

(ii) A counterpart of the "Settlement Statement" (defined below) signed by Seller.

(iii) A counterpart of the assignment and assumption of leases and contracts substantially in the form attached as Exhibit B ("**Assignment of Leases and Contracts**") signed by Seller.

(iv) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

(b) **Buyer's Deliveries.** On or before the Closing Date, Buyer shall deliver the following to Closing Agent ("**Buyer's Deliveries**"):

(i) An amount in immediately available "good funds" equal to the Purchase Price (less the Earnest Money Deposit already deposited with Closing Agent), plus Buyer's share of closing costs, prorations and expenses as set forth in this Agreement.

(ii) A counterpart of the Settlement Statement signed by Buyer.

(iii) A counterpart of the Assignment of Leases and Contracts signed by Buyer.

(iv) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

5. CONDITIONS PRECEDENT TO CLOSING.

(a) **Seller's Conditions.** Seller's obligation to Close is conditioned upon the following:

(i) All representations and warranties of Buyer in this Agreement shall have been true in all material respects as of the Effective Date.

(ii) Buyer shall have performed in all material respects all covenants and obligations required to be performed by Buyer on or before the Closing Date.

(iii) Seller shall have received approval of the United States District Court for the Southern District of Florida, Case No. 20-CV-81205-RAR for the Closing pursuant to the terms of this Agreement ("**Court Approval**"). In the event that Court Approval is not received by Seller within thirty (30) days of the Effective Date, despite Seller's commercially reasonable efforts, Seller may elect in Seller's sole and absolute discretion, to terminate this Agreement by providing written notice to Buyer of Seller's election, whereupon this Agreement and all of the parties' rights and obligations hereunder shall forever terminate and this Agreement shall be of no further force or effect.

(b) **Buyer's Conditions.** Buyer's obligation to Close is conditioned upon the following:

(i) All representations and warranties of Seller in this Agreement have been true in all material respects as of the Effective Date.

(ii) Seller shall have performed in all material respects all covenants and obligations required to be performed by Seller on or before the Closing Date.

(iii) Title Insurance Company is irrevocably committed to issue to Buyer an owner's title insurance policy covering the Property with standard coverage customary in the state where the Property is located, showing liability in the amount of the Purchase Price and showing insurable title to the Property vested in Buyer, subject only to the following: (a) Title Insurance Company's standard exceptions; (b) liens for all current general and special real property taxes and assessments not yet due and payable; (c) liens of supplemental taxes, if any assessed; (d) any facts not shown by public records that an accurate survey and/or a personal inspection of the Property would have disclosed; (e) the mortgage/deed of trust/deed to secure debt lien in connection with any Buyer financing; (f) any laws, regulations, or ordinances regarding the use, occupancy, subdivision, or improvement of the Property, or the effect of any non-compliance with or any violation thereof; (g) rights of existing tenants and/or occupants of the Property, if any; (h) covenants, restrictions, easements, and other matters that do not materially impair the value or use of the Property; (i) non-monetary encumbrances disclosed to Buyer in writing prior to entering into this Agreement; and (j) any other matter for which Title Insurance Company agrees to provide insurance at no additional cost to Buyer.

(c) **Duty to Cooperate in Good Faith to Resolve.** Despite anything to the contrary in this Section, if either party learns that a closing condition is unlikely to be satisfied, such party

shall promptly notify the other party, and both parties shall cooperate in good faith to fairly and promptly resolve the matter, and the party whose closing condition was not satisfied shall not be relieved of its obligation to Close unless (i) the other party fails to cooperate in good faith, (ii) fair and prompt resolution is not reached after the parties have cooperated in good faith, or (iii) fair and prompt resolution of the matter on or before the Closing Date would be impracticable.

(d) **Waiver of Conditions.** Either party may waive its respective closing conditions in its sole discretion. By proceeding to Closing, each party waives its respective closing conditions and irrevocably releases the other party from any liability arising from any facts known by such waiving party that would otherwise have resulted in a failure of a closing condition.

6. CLOSING INSTRUCTIONS TO CLOSING AGENT. At Closing, Closing Agent is irrevocably instructed to do the following:

(a) Record the Deed.

(b) Pay all fees, costs, deed and transfer taxes for the sale of the Property which are required to be paid by Seller and Buyer under this Agreement, the portion of any fees charged by Closing Agent which are payable by Seller and Buyer (if any) and other expenses relating to the sale of the Property which are required to be paid by Seller and Buyer.

(c) Pay to Seller the balance of the Purchase Price and any other funds remaining after Closing.

7. COSTS AND PRORATIONS.

(a) **Pre-Closing Costs.** Buyer and Seller acknowledge that Closing Agent may incur certain costs while processing this transaction which must be paid prior to Closing. Closing Agent is authorized and instructed to release funds for payment of such costs prior to Closing from funds deposited into Escrow by Buyer. Such funds are not refundable and Closing Agent is released from any liability for payment of any such funds pre-released through the Escrow. Closing Agent is authorized to charge the appropriate party for costs incurred, or credit the appropriate party for credits, as applicable at Closing or upon termination of this Agreement.

(b) **Prorations.** The following shall be prorated as of the date of Closing, in each case based on the number of calendar days in the applicable period and in accordance with local customs: (i) all real property taxes, assessments, utilities and other operating expenses customarily apportioned in similar situations ("**Property Expenses**"), and (ii) all rents and other income actually received and customarily apportioned in similar situations ("**Property Income**"). Despite anything to the contrary in this Agreement, insurance premiums will not be prorated, and Seller may cancel any existing insurance on the Property after Closing. If either party receives Property Income or a refund of Property Expenses attributable, in whole or in part, to the other party's period of ownership, the party that received such Property Income or refund shall immediately submit to the other party the portion attributable to such other party's period of ownership. Except as set forth in this Agreement, Seller shall not be responsible for any Property Expenses accruing after Closing. This paragraph shall survive Closing indefinitely.

(c) Closing Costs. Seller and Buyer shall pay closing costs as described in the Closing Cost Allocations (and Closing Agent is authorized to (i) pay Seller's costs from Seller's proceeds, and (ii) pay Buyer's costs from funds deposited into Escrow by Buyer).

(d) Settlement Statement. On or before the third business day prior to Closing, Closing Agent shall prepare and deliver to Seller and Buyer a settlement statement setting forth the prorations and cost allocations set forth in this Agreement ("**Settlement Statement**").

8. TERMINATION AND CANCELLATION OF ESCROW.

(a) Termination Resulting from Breach. If Closing does not or cannot occur on or before the Closing Date due to a breach of this Agreement by Buyer or Seller, then the non-breaching party may terminate this Agreement and cancel the Escrow by written notice to the breaching party and Closing Agent. If Buyer fails to timely deposit the Earnest Money Deposit, then Seller may immediately terminate this Agreement by written notice to Buyer. Upon any such termination and/or cancellation, the breaching party shall pay any cancellation fees of Closing Agent and Title Insurance Company. If Seller is the breaching party, Closing Agent shall return the Earnest Money Deposit to Buyer, and Buyer shall be entitled to pursue remedies at law or in equity. If Buyer is the breaching party, then the following shall apply:

BUYER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT TO DETERMINE SELLER'S ACTUAL DAMAGES RESULTING FROM A BREACH BY BUYER. IN THE EVENT OF A BREACH BY BUYER, SELLER SHALL BE ENTITLED TO AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT AS LIQUATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY. BUYER AGREES THAT SUCH AMOUNT IS A REASONABLE PRE-ESTIMATE OF SELLER'S ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT AND IS NOT A PENALTY. IF CLOSING AGENT IS IN POSSESSION OF THE EARNEST MONEY DEPOSIT, THEN CLOSING AGENT SHALL DELIVER THE EARNEST MONEY DEPOSIT TO SELLER. DESPITE THE FOREGOING, IF APPLICABLE LAW LIMITS THE AMOUNT OF THE LIQUIDATED DAMAGES PAYABLE TO SELLER UPON A BREACH BY BUYER, SELLER SHALL ONLY BE ENTITLED TO THE AMOUNT PERMITTED BY LAW, AND ANY EXCESS SHALL BE PROMPTLY RETURNED TO BUYER.

SELLERS INITIALS RLS

BUYER'S INITIALS

DS
REDACTED

(b) Costs Upon Termination and Cancellation of Escrow. Except as otherwise set forth in this Section, upon termination of this Agreement and cancellation of Escrow pursuant to this Section, Seller and Buyer shall be jointly responsible for any cancellation fees of Closing Agent and Title Insurance Company, and all other costs incurred in connection with the transactions contemplated by this Agreement (including, without limitation, payments for loan applications, inspections, appraisals, and other reports) shall be the sole responsibility of the party incurring such costs.

(c) Closing Agent Authorization. If Closing Agent receives a written notice from a party to cancel the Escrow in accordance with this Section 8, and Closing Agent can confirm that the other party also received the notice, Closing Agent is authorized to comply with the notice of Closing Agent does not receive a written objection with ten (10) calendar days after such other party has received the notice.

9. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as follows:

(a) Authority. Buyer has the necessary authority to enter into and perform its obligations under this Agreement. If Buyer is an entity, the natural person signing this Agreement on behalf of Buyer represents and warrants that (i) Buyer is duly formed and in good standing and (ii) the natural person signing on behalf of Buyer has the necessary authority to bind Buyer to this Agreement.

(b) Property Condition and Attributes. Prior to entering into this Agreement, Buyer had the opportunity to conduct Buyer's own due diligence and investigations. Except as expressly set forth in this Agreement, Buyer's obligations under this Agreement are not contingent on any further due diligence and/or investigation. Buyer acknowledges that the square footage of the Property (including the square footage of the lot and any improvements thereon) is deemed approximate and not guaranteed. Buyer acknowledges that except as otherwise expressly set forth in this Agreement or in written disclosures to Buyer signed by Seller, (i) Seller does not make, and expressly disclaims, any representation or warranty, express or implied, regarding the Property, and (ii) Buyer acknowledges and agrees that Seller is selling the Property "**As Is, Where Is, With All Faults and Limitations**" and Seller shall have no liability for or any obligation to make any repairs or improvements of any kind to the Property.

(c) Disclosures. Prior to entering into this Agreement, Buyer has received (or, to the extent not received, Buyer irrevocably waives) all disclosure documents required to be provided by or on behalf of Seller or Seller's representatives. Reports furnished by or on behalf of Seller shall be for informational purposes only and are not made part of this Agreement unless required under applicable law.

(d) Sophisticated Buyer. Buyer (i) is a sophisticated purchaser, (ii) is capable of evaluating the merits and risks of purchasing the Property, (iii) understands and is able to bear the economic risks of purchasing the Property, including, without limitation, a total loss of investment and/or the risk that Buyer may be required to hold the Property indefinitely.

(e) No Related Parties. That none of the "Receivership Entities" defined in the action that was filed in the United States District Court for the Southern District of Florida, Case No. 20-CV-81205-RAR, nor any of the equity owners of any of the Receivership Entities, have a direct or indirect ownership interest in the Buyer (collectively, the "Disqualified Parties"). That Buyer is not acting directly or indirectly for or on behalf of any of the Disqualified Parties in connection with the purchase and sale of the Property. This paragraph shall survive the Closing for a period of four (4) years.

10. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as follows:

(a) Authority. Subject to the approval of the United States District Court for the Southern District of Florida, Case No. 20-CV-81205-RAR (which approval shall be a Seller's condition of the Closing as set forth above in Section 5(a)(iii)), Seller has the necessary authority to enter into and perform its obligations under this Agreement.

(b) Leases. Except for the leases (including any amendments) listed in Exhibit C ("Leases"), Seller knows of no other agreement with respect to the occupancy of the Property that will be binding on Buyer after Closing, and to Seller's knowledge, the information on Exhibit C and copies of any Leases delivered by Seller to Buyer are true, correct and complete in all material respects.

(c) No Mechanics' Liens. Except as disclosed in writing to Buyer there are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

11. SELLER'S COVENANTS.

(a) Possession. At Closing, Seller shall relinquish possession of the Property to Buyer (subject to the Leases) and promptly provide Buyer with all keys, codes and other means of Property access in Seller's possession.

(b) Utilities. Seller shall reasonably cooperate with Buyer prior to Closing to allow Buyer to obtain responsibility for and maintain access to applicable utilities following Closing.

(c) Operation and Maintenance of Property. Prior to Closing, Seller shall maintain, and to the extent within Seller's reasonably control, operate, the Property consistent with past practice.

(d) Leases and Contracts. Prior to Closing, Seller shall not enter into, terminate or amend any Lease or other material agreement with respect to the Property which would encumber or be binding upon the Property from and after Closing, without Buyer's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.

(e) No Violations. Prior to Closing, Seller shall comply in all material respects with the terms of the Leases and any other material document or agreement affecting the Property consistent with past practice.

12. MISCELLANEOUS.

(a) Survival of Representations and Warranties. Except as otherwise set forth in this Agreement, (i) all representations and warranties of Seller and Buyer in this Agreement shall survive Closing for a period of six months, and (ii) no claim for breach of any representation or warranty in this Agreement may be made more than six (6) months after Closing.

(b) No Assignment or Recording. Buyer may not assign or record all or any part of this Agreement without the express prior written consent of Seller. Despite the foregoing, Buyer

may assign this Agreement to any entity wholly owned, directly or indirectly, by Buyer; provided, however, that, in such event, the undersigned Buyer shall remain liable for the obligation of Buyer under this Agreement, and shall pay all transfer taxes that may be imposed as the result of any such assignment(s).

(c) **Casualty and Condemnation.** If any material portion of the Property is damaged or taken by eminent domain (or is the subject of a pending taking) prior to Closing, Seller shall notify Buyer promptly after Seller obtains knowledge thereof. Within ten (10) business days after Buyer receives such written notice (if necessary, the Closing Date shall be extended until one (1) business day after the expiration of such period), Buyer may, at its options, either (i) terminate this Agreement, or (ii) proceed to Closing in accordance with this Agreement. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within such period. Buyer shall not be entitled to any insurance proceeds or obtain any rights with respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property. In the event of a taking by eminent domain, Seller shall assign to Buyer at Closing all of Seller's right, title and interest in and to all awards, if any, for such taking.

(d) **Common Interest Development** If the Property is in a common interest development, unless otherwise required by law, Buyer acknowledges that Buyer was provided for review (or, to the extent not provided, Buyer waives any right to review) the declaration of covenants, conditions, restrictions and/or bylaws and other documentation regarding such common interest development and Buyer acknowledges that Buyer has reviewed such documentation to the fullest extent Buyer deems necessary and, by signing this Agreement, Buyer accepts the declaration of covenants, conditions, restrictions and/or bylaws of the common interest community.

(e) **Local Requirements.** Some counties, cities, municipalities and other state subdivision may require a certificate of occupancy, certificate of use or code compliance certificate and/or inspection ("**Local Requirement**") may be required in order to transfer and/or occupy the Property. If a Local Requirement is required for the Property to be transferred to or occupied by Buyer, Buyer waives such Local Requirements to the extent waivable. To the extent any such Local Requirement is not waivable by Buyer, Buyer shall comply with the Local Requirement at Buyer's sole cost, including, without limitation, the correction of any violations or performance of other work which may be required in connection therewith. Seller makes no representation as to whether a Local Requirement applies. Buyer shall indemnify, defend and hold harmless from and against all fines, penalties, costs, expenses, claims and liabilities arising out of or relating to any Local Requirements. This paragraph shall survive Closing indefinitely.

(f) **Counterparts, Electronic Signatures and Complete Agreement.** This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Facsimile and electronic signatures shall have the same legal effects as original signatures. This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be accepted, signed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act) title 15, United States

Closing Costs (as applicable)	Seller Pays	Buyer Pays	50% Seller/ 50% Buyer
Offered Cooperating Real Estate Broker/Agent Commissions Due Buyer's Broker (2.5%)	X		
Additional Real Estate Broker/Agent Commissions Due Buyer's Broker (if any)		X	
Any Reports and Inspections Requested by Buyer		X	
Seller's Attorney Fees	X		
Buyer's Attorney Fees		X	
All Other Closing Costs		X	

SELLER'S INITIALS _____ / _____

BUYER'S INITIALS _____ US
REDACTED

14. STATE-SPECIFIC PROVISIONS. See state-specific rider attached hereto and incorporated herein by reference (if applicable).

(REMAINDER OF PAGE INTENTIONALLY BLANK)

Code, Sections 7001 *et seq.*, the Uniform Electronic Transaction Act (UETA) and any applicable state law. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the subject matter of this Agreement and supersedes any other instruments purporting to be an agreement of Buyer and Seller relating to that subject matter. No modification of this Agreement will be effective unless it is in writing and signed by both parties.

(g) Severability. If any portion of this Agreement is judicially determined to be invalid or unenforceable, that portion shall be deemed severable from this Agreement and the remainder of this Agreement shall remain in full force and effect and be construed to fulfill the intention of the parties.

(h) Time is of the Essence. Time is of the essence for the performance of each and every covenant under this Agreement and the satisfaction of each and every condition under this Agreement.

(i) Governing Law and Consent to Jurisdiction. THIS PURCHASE AND SALE AGREEMENT IS INTENDED TO TAKE EFFECT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. The parties further each agree that any action, enforcement, suit, motion, determination or interpretation of the intent of or the language of this Agreement herein or any dispute related to the enforcement of its terms, regardless of the nature of such dispute, may be raised and exclusively brought only in the Court of the Receivership that appointed the Court Appointed Receiver as a party herein. The parties do all each agree and consent to make this agreement's exclusive jurisdiction and venue for any dispute resolution of interpretation of its language to be only in the United States District Court for the Southern District of Florida with all parties' consent to the exclusive jurisdiction being with that Court. It is further agreed that service of process in any such suit or any other filig shall be sufficient if made upon any of the parties by mail at the address for that party as specified in this Agreement. The parties further hereby waive any objection that they may now or hereafter have to the venue of any such suit or action of any nature under this Agreement being exclusive in the Court or that such suit if brought in the United States Court for the Southern District of Florida is in an inconvenient or improper court.

(j) Further Assurances. The parties agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.

(k) Notices. All notices and other communications contemplated under this Agreement shall be in writing and shall be deemed given and received upon receipt if: (i) delivered personally; or (ii) mailed by registered or certified mail return receipt requested, postage prepaid; (iii) sent by a nationally recognized overnight courier; and/or (iv) sent by email. Notice to Buyer and Seller shall be given as set forth on the first page of this Agreement or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

(l) Prohibited Persons and Transactions. Each party represents and warrants to the other that neither it, or any of its affiliates, nor any of their members, directors or other equity owners (excluding holders of publicly traded shares), and none of their principal officers and employees: (i) is listed as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign in Asset Control

(“OFAC”); (ii) is a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations or any other statute or executive order (including the September 24, 2002 “Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”); and (iii) is engaged in prohibited dealings or transactions with any such persons or entities.

(m) **Brokers.** In connection with the transactions contemplated by this Agreement, Seller is represented by Listing Broker identified on the signature page hereto, Buyer is represented by Buyer’s Broker identified on the signature page hereto and Seller and Buyer each represents and warrants that it has not dealt with any other broker, finder or other agent who would be entitled to any fee from Seller or Buyer. Seller and Buyer shall each indemnify and hold harmless the other from and against any claims, losses, costs, damages, liabilities or expense, including reasonable attorneys’ fees, arising in connection with any breach by the indemnifying party of the representations and warranties of this paragraph. This paragraph shall survive Closing indefinitely.

(n) **Form of Agreement.** Buyer and Seller acknowledge that no representation, recommendation or warranty is made by any broker relating to the legal sufficiency or tax consequences of this Agreement or any attachments hereto, and Buyer and Seller each represent and warrant that it has consulted with, had the opportunity to consult with or waived the right to consult with counsel in connection with this Agreement.

13. CLOSING COST ALLOCATIONS.

Closing Costs (as applicable)	Seller Pays	Buyer Pays	50% Seller/ 50% Buyer
Title Search Fee		X	
Owner’s Title Insurance Policy (Standard Coverage)		X	
Additional Title Coverage or Endorsements Requested by Buyer		X	
Lender’s Title Insurance Policy		X	
Closing Agent Fees			X
State and/or Local Transfer Taxes			X
Credit Reports, Loan Fees, Loan Points, Reports and Inspections Required by Buyer’s Lender, Appraisal Fees, Mortgage Notarization and Recording Fees, and All Other Costs in Connection with Buyer’s Loan		X	
Deed Notarization and Recording Fees		X	
Real Estate Broker/Agent Commissions Due Listing Broker (5%)	X		

SELLER:**COURT APPOINTED RECEIVER**

By: *Ryan Stumpflauer*
Name: Ryan Stumpflauer
Title: Court Appointed Receiver
Date: 7/7/23, 2023

LISTING BROKER (if any):

Name: BHHS Fox & Roach- At The Harper
License No.: RB061717C
State: Pennsylvania

BUYER:

REDACTED
DocuSigned by:
By: **REDACTED**
Name: **REDACTED**
Title: _____
Date: 06/29/23 | 3:32 PM EDT, 2023

BUYER'S BROKER (if any):

Name: BHHS Fox & Roach- At The Harper
License No.: RB061717C
State: Pennsylvania

(Brokers must be licensed in the state where the Property is located)

CLOSING AGENT ACKNOWLEDGEMENT

Closing Agent acknowledges receipt of a copy of this Agreement and the Earnest Money Deposit set forth in Section 1(D) and agrees to act as Closing Agent in accordance with this Agreement.

[NAME]

By: _____
Name: _____

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN lot or piece of ground with the building and improvements thereon erected.

SITUATE in the 2nd Ward of the City of Philadelphia, and described according to a Survey thereof made by William H. Ogden, Jr., Surveyor and Regulator of the 3rd Survey District of the said City on the 31st day of May A.D., 1927 as follows, to wit:

BEGINNING at a point on the East side of Fourth Street at the distance of 46 feet 4 inches Southward from the South side of Catharine Street.

CONTAINING in front or breadth on the said Fourth Street 15 feet 1 inch and extending in the length or depth Eastward 33 feet and containing in breadth on the rear thereof 14 feet 6 inches.

BEING No. 803 South 4th Street.

EXHIBIT B

Assignment and Assumption of Leases and Contracts

EXHIBIT C

Leases

Leases
attached





RESIDENTIAL LEASE

RL

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

PARTIES

TENANT(S): REDACTED	LANDLORD(S): OCF Realty, LLC, Agent for Landlord
TENANT'S MAILING ADDRESS: REDACTED	LANDLORD'S MAILING ADDRESS: 1936 Washington Avenue, Philadelphia, PA 19146-2831

PROPERTY

Property Address	803 S 4th St	Unit	1	ZIP	19147-3103
in the municipality of	Philadelphia	County of	Philadelphia		
in the School District of	Philadelphia	in the Commonwealth of Pennsylvania.			

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER

<input checked="" type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company)	Licensee(s) (Name)
Company License #	State License #
Company Address	Direct Phone(s)
Company Phone	Cell Phone(s)
Company Fax	Fax
Broker is:	Email
<input type="checkbox"/> Tenant Agent (Broker represents Tenant only)	Licensee(s) is:
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Tenant Agent (all company licensees represent Tenant)
	<input type="checkbox"/> Tenant Agent with Designated Agency (only licensee(s) named above represent Tenant)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER

<input type="checkbox"/> No Business Relationship (Landlord is not represented by a broker)	
Broker (Company)	Licensee(s) (Name)
Company License #	State License #
Company Address	Direct Phone(s)
Company Phone	Cell Phone(s)
Company Fax	Fax
Broker is:	Email
<input checked="" type="checkbox"/> Landlord Agent (Broker represents Landlord only)	Licensee(s) is:
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Landlord Agent (all company licensees represent Landlord)
	<input type="checkbox"/> Landlord Agent with Designated Agency (only licensee(s) named above represent Landlord)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.

By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant initials: MF /

RL Page 1 of 7

Landlord Initials: JS /

THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME

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1. LEASE DATE AND RESPONSIBILITIES

This Lease for the Property, dated June 13, 2023, is between the Landlord and Tenant. Each Tenant is individually responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

2. CO-SIGNERS

Co-signers: _____

Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Co-signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.

3. PROPERTY CONTACT INFORMATION

Rental Payments (see Paragraph 7(H) for additional information)

Payable to: OCF Realty, LLC Phone: (215)735-7368

Address: 1936 Washington Ave, Philadelphia, PA 19146

Maintenance Requests

Contact: Submit online through Tenant Portal Phone: (215)735-7368

Address: 1936 Washington Ave, Philadelphia, PA 19146

Email: repairs@ocfrealty.com

Website: _____

Emergency Maintenance Contact

Contact: OCF Realty, LLC

Phone: (215)735-7368 Ex 9

Email: _____

Website: _____

4. STARTING AND ENDING DATES OF LEASE (also called "Term")

(A) **Starting Date:** July 15, 2023, at 12 ☐ a.m. ☒ p.m.

(B) **Ending Date:** July 26, 2024, at 12 ☐ a.m. ☒ p.m.

(C) Tenant is required to vacate the Property on the Ending Date unless the parties have entered into a Renewal Term as described in Paragraph 5.

5. RENEWAL TERM

Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of 12 months + 3% rent increase (month-to-month if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires Tenant or Landlord to give at least 60 days (30 if not specified) written notice before Ending Date or before the end of any Renewal Term. Any renewal will be according to the terms of this Lease or any written changes to it.

☐ This Lease will TERMINATE on the Ending Date unless extended in writing.

6. SECURITY DEPOSIT

(A) The Security Deposit will be held in escrow by Landlord, unless otherwise stated here OCF Realty, LLC

at (financial institution): TD Bank

Financial institution Address: _____

(B) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit. If Tenant fails to do this, Landlord will not have to provide the list of damages and the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant Act.

(C) Within 30 Days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for which the Landlord claims Tenant is responsible. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property. **TENANT IS ADVISED THAT FAILURE TO PROVIDE LANDLORD WITH A FORWARDING ADDRESS MAY CAUSE TENANT TO LOSE SOME RIGHTS.**

(D) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Tenant may be responsible for any unpaid expenses remaining after Landlord deducts costs from the security deposit.

7. RENT

(A) Rent is due in advance, without demand, on or before the 1 day of each month (Due Date).

(B) The amount of Total Rent due during the Term is: \$ 13,563.00

(C) The Rent due each month is: \$ 1,095.00

(D) If Rent is more than 3 days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$ 1% of monthly late balance

(E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.

(F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that would be due next.

(G) Tenant will pay a fee of \$.50 for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

57 Tenant initials: 

RL Page 2 of 7

Landlord Initials:  / _____

(H) Landlord will accept the following methods of payment: (☐ Cash) (☒ Money Order) (☒ Personal Check)
 (☐ Credit Cards) _____ (☒ Cashier's Check) (☒ Other: **Online: ACH Payment** _____)
 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

(I) The first \$ **1,095.00** of Rent due will be made payable to **OCF Realty, LLC** (Broker for Landlord, if not specified). The Security Deposit will be made payable to Landlord, or Landlord's representative.

(J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

8. PAYMENT SCHEDULE

	Due Date	Paid	Due
(A) Security Deposit: (2 Months)	07/15/2023	\$	\$ 2,190.00
(B) First month's Rent: August 2023		\$ 1,095.00	\$
(C) Other: Prorated July '23 Rent (7/15-7/31)	08/01/2023	\$	\$ 600.00
(D) Other: Prorated July '24 Rent *DUE* 7/2024	07/01/2024	\$	\$ 918.00
(E) Other:		\$	\$
Total Rent and security deposit received to date:		\$ 1,095.00	
Total amount due			\$ 3,708.00

9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS

(A) Tenant will use the Property as a residence ONLY.

(B) Not more than _____ people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:

Name _____	<input type="checkbox"/> 18 or older	Name _____	<input type="checkbox"/> 18 or older
Name _____	<input type="checkbox"/> 18 or older	Name _____	<input type="checkbox"/> 18 or older

Guide or support animals: Type _____ Breed _____ Name _____

☐ Additional information is attached

10. POSSESSION

(A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.

(B) If Tenant cannot move in within 10 days (0 if not specified) after Starting Date because the previous tenant is still there or because of property damage which makes the Property unsafe, unsanitary, or unfit for human habitation, Tenant's exclusive rights are to:

1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until the Property is available; OR
2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

11. LANDLORD'S RIGHT TO ENTER

(A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with Landlord or Landlord's representative, or they have written permission from the Landlord.

(B) When possible, Landlord will give Tenant 24 hours (24 if not specified) notice of the date, time, and reason for the visit.

(C) In emergencies, Landlord may enter the Property without notice. If Tenant is not present, Landlord will notify Tenant who was there and why within 24 hours (24 if not specified) of the visit. Showing the property is not considered an emergency.

(D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on, in, or near the Property.

12. RULES AND REGULATIONS

(A) ☒ Rules and Regulations for use of the Property and common areas are attached.
☐ Homeowners Association or Condominium rules and regulations for the Property are attached.

(B) Any violation of the Rules and Regulations is a breach of this Lease.

(C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant, is intended to protect the condition or value of the Property, or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.

(D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.

(E) If any fine is imposed on Landlord by the municipality or any other governing body because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

13. PETS

☐ Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and Regulations.

14. CONDITION OF PROPERTY AT MOVE IN

Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: _____

114 Tenant initials: [REDACTED]

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Landlord Initials:

15. APPLIANCES INCLUDED

(☒) Range/Oven (☐) Cooktop (☒) Refrigerator (☐) Dishwasher (☐) Washer (☐) Dryer (☐) Garbage Disposal
 (☒) Microwave (☐) Air Conditioning Units -Number: _____ (☐) Other _____
 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: _____

16. UTILITIES AND SERVICES

Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including connection and payment of fees and charges. **If a service is not marked as being the responsibility of Landlord, it is the responsibility of Tenant to pay for that service.** Landlord is not responsible for loss of service if interrupted by circumstances beyond Landlord's control. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service.

Landlord	Tenant		Landlord	Tenant	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooking Gas/Fuel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air Conditioning
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air Conditioning Maintenance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable/Satellite Television	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heat Electric (type)
<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Homeowners Association Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hot Water Electric (type)
<input type="checkbox"/>	<input type="checkbox"/>	Parking Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cold Water
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maintenance of Common Areas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pest/Rodent Control
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trash Removal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bed Bugs Remediation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Recycling Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Snow/Ice Removal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sewage Fees (included in water fee)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone Service
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Lawn and Shrubbery Care
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PECO/PGW transferred to tenants	<input type="checkbox"/>	<input type="checkbox"/>	

Comments: **Tenant pays budgeted fee of additional \$50/month for water, due as rent.**

17. TENANT'S CARE OF PROPERTY

- (A) Tenant will:
- Keep the Property clean and safe.
 - Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
 - Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
 - Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
 - Obey all federal, state, and local laws that relate to the Property.
 - Clean up after pets and guide and support animals on the Property, including common areas.
- (B) Tenant will not:
- Keep any flammable, hazardous or explosive materials on the Property, with the exception of common household goods intended for lawful use.
 - Destroy, damage or deface any part of the Property or common areas.
 - Disturb the peace and quiet of other tenants or neighbors.
 - Cancel or close utility accounts paid by Tenant during the term of the Lease, without the written permission of Landlord.
 - Make changes to the Property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that any changes or improvements made will belong to Landlord.
 - Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- (C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with any requirements listed in (A) or (B), above.
- (D) **Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or guide and support animals.**

18. DETECTORS AND FIRE PROTECTION SYSTEMS

- (A) Landlord has installed (☒) Smoke Detectors) (☒) Carbon Monoxide Detectors) (☐) fire extinguishers) in the Property. Tenant will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.
- (B) Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning detectors.
- (C) Failure to properly maintain detectors, replace detector batteries or notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broke normal functioning detectors is a breach of this Lease.
- (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is stated in the Rules and Regulations, if any.
- (E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.

Tenant initials: REDACTED

RL Page 4 of 7

Landlord Initials: REDACTED

19. **DESTRUCTION OF PROPERTY**

- (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any condition in the Property that could severely damage or destroy the Property.
- (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.
- (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damage is repaired, OR
 2. If the law does not allow Tenant to live on the Property, this Lease is ended.

20. **INSURANCE AND RELEASE**

- (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Tenant is advised to obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured while on the Property.
- ☒ **IF CHECKED**, Tenant must have insurance policies providing at least \$ 10,000.00 personal property insurance and \$ 100,000.00 liability insurance to protect Tenant. Tenant's personal property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.
- (B) Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Property.
- (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's fees associated with that loss, if awarded by a court.

21. **HOLDOVER TENANTS**

If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests.

22. **TENANT ENDING LEASE EARLY**

Tenant may **not** end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in writing.

23. **ABANDONMENT OF PERSONAL PROPERTY**


- (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of Tenant's remaining personal property may be considered abandoned if any of the following apply:
1. Tenant has vacated the Property after termination of the Lease;
 2. An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and removed almost all of Tenant's personal property;
 3. An eviction order or order for possession has been entered in favor of Landlord;
 4. Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of a forwarding address; OR
 5. Tenant has vacated the Property without showing an intent to return, Rent is more than 15 days past due and Landlord has posted notice regarding Tenant's rights to Tenant's personal property.
- (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant. Tenant will have ten days from the date the notice was post marked to:
1. Retrieve Tenant's personal property, OR
 2. Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored by Landlord, Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will be responsible for storage costs.
- (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

24. **LANDLORD REMEDIES IF TENANT BREACHES LEASE**

- (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
1. Taking possession of the Property by going to court to evict Tenant.
 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
 4. Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court.

233 Tenant initials:  / _____

RL Page 5 of 7

Landlord Initials:  / _____

- (B) IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE: _____

25. TRANSFER AND SUBLEASING

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease and any written changes to it remains the same with the new Landlord.
- (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without Landlord's written permission.

26. SALE OF PROPERTY

- (A) If Property is sold, Landlord will give Tenant in writing:
1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
 2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
- (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
- (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

27. IF GOVERNMENT TAKES PROPERTY

- (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- (B) If any part of the Property is taken by the government. Landlord will reduce Tenant's Rent proportionately. If all the Property is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security Deposit or prepaid Rent.
- (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

28. DEATH OF TENANT DURING LEASE TERM

- (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property, the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statutes relating to decedents, estates and fiduciaries.
- (B) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
- (C) Tenant's estate will be required to pay Rent, Additional Rent and any other sums due to Landlord, including expenses that Landlord may incur as a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages, to Landlord for breach of contract or early termination of the Lease.

29. TENANTS' RIGHTS

- (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.
- (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will notify Tenant immediately if the property owner or Landlord receive a notice of foreclosure.

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.

30. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- ☐ Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
- ☒ Property was built before 1978. **Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure** disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally approved pamphlet on lead poisoning prevention.

31. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

32. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

33. ENTIRE AGREEMENT

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this

290 Tenant initials: 

RL Page 6 of 7

Landlord Initials: 

Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under Paragraph 12.

34. SPECIAL CLAUSES

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

- ☐ Change of Lease Terms Addendum (PAR Form CLT)
☐ Pet Addendum (PAR Form PET)
☒ Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR)
☒ **Addendum A; MAINTENANCE Addendum; Bed Bug Rider**
☒ **Smoking is prohibited in the property, including outdoor patios and/or decks**

(B) Additional Terms:

HOLDOVER TENANTS:

Any tenant that occupies the property after the Ending Date and Time of any Lease or Renewal Term will be responsible for a one time fee of \$500.00. This fee is in addition to the daily assessed damages in lines 198-203 of this Lease.

OCF Realty is not responsible for any of the tenant's personal property including furniture left within the leased premises after the property keys have been returned or the lease's expiration. OCF Realty is not responsible for any furniture exchange agreements that are made between tenants. Tenant's that make furniture exchange agreements need to firmly affix documentation to the items exchanged at their own risk. Removal of items not accepted by the new tenant will be charged to the outgoing tenant.

NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney. If a real estate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and Tenant acknowledge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.

By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information set forth in this Lease.

A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

320	TENANT REDACTED	<small>DocuSigned by:</small> REDACTED	DATE June 15, 202
321	TENANT	<small>F3750/93F08E48D</small>	DATE
322	TENANT		DATE
323	CO-SIGNER		DATE
324	CO-SIGNER		DATE
325	CO-SIGNER		DATE
326	LANDLORD OCF Realty, LLC	<small>DocuSigned by:</small> OCF Realty, LLC	DATE June 19, 202
327	LANDLORD Agent for Landlord	<small>ADD02E55521A4B2</small>	DATE
328	EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER		DATE
329	Elise LeMay		DATE

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Landlord, **OCF Realty, LLC** (current Landlord) now transfers to (new landlord) his heirs and estate, this Lease and the right to receive the Rents and other benefits.

334	CURRENT LANDLORD	DATE
335	CURRENT LANDLORD	DATE
336	NEW LANDLORD	DATE
337	NEW LANDLORD	DATE

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FOR RENTALS**LPDR**

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

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 19781 **PROPERTY 803 S 4th St, Philadelphia, PA 19147-3103**2 **LANDLORD OCF Realty, LLC, Agent for Landlord**3 **LEAD WARNING STATEMENT**

4 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not
 5 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre- 1978 housing,
 6 landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also
 7 receive a federally approved pamphlet on lead poisoning prevention.

8 **LANDLORD'S DISCLOSURE - PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**9 ☒ / ☐ **Landlord has no knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the housing.10 ☐ / ☐ **Landlord has knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the housing.

11 Explain: _____

12 _____

13 _____

14 **RECORDS AND REPORTS AVAILABLE TO TENANT**15 ☒ / ☐ **Landlord has no records or reports** pertaining to lead-based paint and/or lead-based paint hazards in the housing.16 ☐ / ☐ **Landlord has provided** Tenant with all available records and reports regarding lead-based paint and/or lead-based paint
 17 hazards in the housing. (List documents): _____

18 _____

19 **Landlord certifies that to the best of Landlord's knowledge the above statements are true and accurate.**20 **LANDLORD OCF Realty, LLC**21 **LANDLORD Agent for Landlord**22 **LANDLORD**

DocuSigned by:
 Agent
 A0DA2658501A4B2

DATE June 19, 2023**DATE** _____**DATE** _____23 **TENANT**24 **DATE OF LEASE** _____25 **TENANT'S ACKNOWLEDGMENT**26 ☒ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.27 ☒ Tenant has reviewed Landlord's disclosure of known lead-based paint and/or lead-based paint hazards and has received
 28 the records and reports regarding lead-based paint and/or lead-based paint hazards identified above, if any.29 **Tenant certifies that to the best of Tenant's knowledge the statements contained in Tenant's Acknowledgement are true and**
 30 **accurate.**31 **TENANT REDACTED**

DocuSigned by:

REDACTED**DATE** June 15, 202332 **TENANT****DATE** _____33 **TENANT****DATE** _____34 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**35 ☒ Agent/Licensee represents that Agent has informed Landlord of Landlord's obligations under the Residential Lead-
 36 Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.37 The agents have reviewed the information in the Agent Acknowledgement and certify, to the best of their knowledge, that the
 38 information provided is true and accurate. **Landlord Agent and Tenant agent must both sign this form.**39 **BROKER FOR LANDLORD (Company Name) OCF Realty, LLC**40 **LICENSEE James Decker**

DocuSigned by:
 James Decker
 A0DA2658501A4B2

DATE June 19, 202341 **BROKER FOR TENANT (Company Name)**42 **LICENSEE****DATE** _____

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 rev. 9/17; rel. 1/18



Philadelphia Department of Public Health
Certification of Lead SAFE Status

By signing this certificate I confirm that I have done a visual inspection and taken dust wipe samples of the dwelling listed below, and state that it does not have deteriorated paint and that interior dust wipe samples were collected in compliance with EPA regulations, were tested, and did not contain lead contaminated dust in excess of EPA dust lead standards. This certificate is valid for 4 years from date of validation.

803 S 4th St

Street Name

Apt. 1 Phila., PA 191 47

or Floor

Zip

Lead Safe Solutions LLC

Certifying Company (print)

NAT-F219515-1

Risk Assessor, Lead Inspector PA Lic. # or EPA Firm Certification #

Colin Woods

Inspector/Risk Assessor or Dust Wipe Sampling Technician Name (Signature)

4/26/2022

Date of Verification

info@ocfrealty.com

Proprietor e-mail address

Pursuant to Philadelphia Code Title 6, Chapter 6-800, SS 6-803 (3)(c) the Landlord/Agent of the above property must give a copy of this certificate to the Tenant/Lessee and send a copy of the certificate, along with a copy of the dust wipe samples test results for this dwelling to the Department of Public Health, Lead, LEAD SAFE CERTIFICATION, C/O Department of Public Health, 2100 W Girard Ave., PNH Bldg #3, Philadelphia PA 19130; or scan and submit it to <https://leadcertification.phila.gov/login>. If you have questions call 215-685-2788 or e-mail leadcert@phila.gov.

ADDENDUM A

Addendum to contract dated June 19, 2023 between:
OCF Realty LLC, Agent for Landlord (Sellers) and
REDACTED (Buyers) on property located
 at 803 S 4th St, Unit 1 Philadelphia, PA 19147

Trash/Recycling Fees- Tenants are responsible for any trash/recycling fines assessed by the City.

Excess Water Fees - Tenant must immediately notify landlord of running toilets or of any other leaks. If tenant fails to notify landlord they will be responsible for additional water fees in excess of the budgeted monthly fee.

Sewer Fees- These fees are a part of the monthly water bill and therefore included in the budgeted water fee.

SALE OF THE PROPERTY

26. D) If the Property goes under an agreement of sale during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if Landlord gives at least 60 days written notice to Tenant.

EARLY TERMINATION OPTIONS:

Sublet Policy - Tenants shall not assign or sublet any room or allow any other person to occupy the leased premises without Landlord's prior written consent. Tenants are prohibited to use programs such as Airbnb to rent any part of the property.

If at any point during the lease term a tenant wishes to sublet, a written request must be provided with a minimum of 30 days notice. The sub-letter must complete a rental application. Subject to written approval, the sub-letter may move in only after executing a lease and paying a \$250 sub-let fee. Additionally, the tenant who is moving out acknowledges that they will remain on the lease and are financially responsible for the remainder of the term.

Breaking the Lease - (Tenant must do ALL of the following)

a) Tenant continues to pay all rent until the Ending Date of the lease or any Renewal Term, or until a new tenant is approved by Landlord and a new lease takes effect, whichever happens first,

AND

b) Tenant gives Landlord at least 60 days notice in writing

AND

c) Tenant pays Landlord a Termination Fee of one month's rent

Renter's Insurance - All tenants are required to establish and maintain renter's insurance as of their lease start date. Proof of policy due on lease start date.

Initials:  _____
 Initials:  _____

ADDENDUM MAINTENANCE

Addendum to contract dated June 19, 2023 between: OCF Realty LLC, Agent for Landlord (Sellers) and REDACTED (Buyers) on property located at 803 S 4th St, Unit 1 Philadelphia, PA 19147

Sewer Maintenance- Tenants are responsible for the day-to-day care and maintenance of the systems. If a problem occurs due to tenant neglect (i.e clogged sink, toilet, garbage disposal, etc) then the tenant is responsible. Structural issues (i.e broken pipes) unrelated to tenants are the owner's responsibility.

Toilet paper is the only non-waste item to be flushed down toilets.

There should be nothing other than soft food waste down garbage disposals. Any damages resulting from anything other than soft food waste will result in tenant charges.

Heater & A/C Maintenance - Tenants are responsible for the day-to-day care and maintenance of the systems (i.e changing HVAC filters to ensure proper air flow/efficiency). Replacement or repairs unrelated to tenants are the owner's responsibility.

Tenants are responsible for keeping storm drains, egress drains and egress wells clear of debris

Deck/Patio Maintenance (if applicable)- Tenants are responsible for the day-to-day care and maintenance of the patio space(i.e keeping it clean, keeping any deck, balcony or yard drains debris-free, maintaining any plants/shrubbery, etc).

Multi-Unit Occupancy (if applicable)- Apartment floors shall be covered with rugs or carpeting to the extent of at least 70 percent of the floor area of each room exempting only kitchens and bathrooms.

Smoking - Smoking of any kind, including vaporized products, is prohibited in the property, including outdoor patios and/or decks. No open flames permitted in the property or on patios and/or decks.

Utility Closets - Utility closets are not meant for storage nor can anything be stored within 3 feet of any HVAC system.

Fire escapes and/or fire escape balconies are exclusively for emergency use. They are forbidden for recreational use or storage of any kind (including garbage).

Tenant's may be charged up to \$100 for any lockout services (including key replacement, access assistance). The cost of replacement keys or any other equipment required to access the property will result in an additional charge.

Initials:  /
Initials:  /



OCF REALTY

MAINTENANCE & REPAIR INFORMATION

This addendum is pursuant to the lease for 803 S 4th St, Unit 1 ("Property Address") between REDACTED ("Lessee"), jointly and severally if more than one person, and OCF Realty, LLC, ("Landlord").

The Lessee is responsible for keeping the unit clean and using all appliances, equipment, hardware and fixtures properly. Common issues that fall under the responsibility of the Lessee include: jammed garbage disposal, new light bulbs, air conditioner filters, loose screws, cosmetic issues, and standard toilet plunging. If Landlord responds to a maintenance request and there is no malfunction or problem (i.e. the appliance was simply not turned on, etc.), the cost of the visit **will be the responsibility and the Lessee and will be added as a charge on the Tenant Ledger.**

MAINTENANCE EMERGENCY LINE

Our office hours are Monday – Friday 9 a.m. to 6 p.m. and Saturday – Sunday 9 a.m. to 5 p.m. Calls that are made to our office outside of these hours have the optional prompt to be connected to our Emergency Line which rings directly to the cell phones of our Property Managers who work in the office daily. Please only use the Emergency Line in the case of a true maintenance emergency. **Examples of true maintenance emergencies include pipe bursts/breaks which cause major flooding or sewage water to enter the home, broken entry doors not caused by tenants, major roof leaks, and the smell of gas (please call your gas company first if you smell gas).**

Examples of issues that are not considered true maintenance emergencies include pest control, small leaks, cooling and heating issues (except for below freezing outside temperatures) and non-functional appliances.

The emergency line is for emergencies only. Regular Maintenance Requests can be submitted online via the tenant portal or by emailing repairs@ocfrealty.com.

By signing below, Lessee acknowledges and agrees to the above terms.

DocuSigned by:

REDACTED

June 15, 2023

Lessee Signature and Date

Lessee Signature and Date

Lessee Signature and Date

Lessee Signature and Date

Lessee Signature and Date

DocuSigned by:

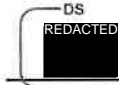
DocuSign

June 19, 2023

Landlord Signature and Date

**OCF REALTY**

Lease Key Points

**MONTHLY CHARGES:**

- Rent and all other applicable fees are due on the 1st of the month
- At move-in, any other payment owed (i.e. water charge, pet fees, parking) must be a separate payment from security and is due on or before the lease start date. You can find these amounts at the following locations:
 - Water Fees (if applicable) - Section 16, Comments (line 140)
 - Pet Fees (if applicable) - Pet Addendum, Section 6, a, B, and/or C (lines 32,34 and/or 36)
 - Parking Fee & Deposit (if applicable) - Parking Agreement, the bottom of Page 2
 - Other Additional Rent Items: Section 16 of your lease

**SECURITY DEPOSIT:**

- The entire security deposit amount listed on 8(A), Line 66 on your lease is due on or before the lease start date, regardless of whether that is the day you will pick up the keys. The security deposit payment must be in the form of a bank-certified check or money order made out to OCF Realty, LLC, or a specifically assigned Landlord. You may also pay the security deposit with cash. PERSONAL CHECKS WILL NOT BE ACCEPTED.

**REPAIRS & MAINTENANCE:**

- Repairs are submitted through the tenant portal with complete descriptions & pictures
- Tenants are not allowed to perform any repairs to the property without the owner's permission
- Tenant is responsible for all cosmetic repairs and any other repairs that were tenant caused

**ALTERATIONS:**

- Tenant must provide pictures/scope of work via email to the management company for any alterations such as painting/thermostat upgrade/additions to property
 - The majority of alterations are not approved
 - If Landlord approves alterations, OCF will provide a vendor to give an estimate and perform the work

**OCF REALTY**

Lease Key Points

DS
REDACTED**AIRBNB & SUBLETTING:**

- Tenants shall not assign or sublet any room or allow any other person to occupy the leased premises without Landlord's prior written consent.
- Tenants are PROHIBITED to use programs such as Airbnb to rent any part of the property.
- If at any point during the lease term a tenant wishes to sublet, a written request must be provided with a minimum of 30 days notice.
- The sub-letter must complete a rental application.
- Subject to written approval, the sub-letter may move in only after executing a lease and paying a \$250 sublet fee
- Additionally, the tenant who is moving out acknowledges that they will remain on the lease and are financially responsible for the remainder of the term.

DS
REDACTED**PROPERTY UP-KEEP:**

- The tenant is responsible for the following:
 - Change the HVAC air filter every 90 days
 - Keep yard drain clear of debris after rain & snowstorms
 - Smoke detectors in working condition or report issues when found
 - Shovel front yard and sidewalk after snowstorms if in a single-family home
 - Maintain rear yard landscape if their unit has exclusive access to the space and it is not shared with any other tenant. Maintain front yard landscape if in a single-family home

DS
REDACTED**RENTERS INSURANCE: REQUIRED**

- The minimum required limits are \$10,000 for personal property and \$100,000 for liability.
- OCF Realty named additional insured
- Not purchasing renter's insurance waives your ability for loss of use if repairs are needed, the owner will not credit rent during the repair process

DS
REDACTED**UTILITIES:**

- You will need to transfer electric (PECO) and gas [if applicable] (PGW) into your name prior to move-in. KEYS WILL NOT be released to you before we have an account number.
- Section 16 of your lease will tell you if your unit has gas (PGW). If it does not, you will not need to set this up.
- Tenants must keep their utilities active during the lease term
- Excess Water Fees - Tenants must immediately notify the landlord of running toilets or of any other leaks. If a tenant fails to notify the landlord they will be responsible for additional water fees in excess of the budgeted monthly fee.
- Trash/Recycling Fees- Tenants are responsible for any trash/recycling fines assessed by the City.



OCF REALTY

Lease Key Points

DISCLOSURE:

- By signing this document, you are fully aware of the lease terms and take ownership on behalf of everyone listed on the lease and other occupants in the property to abide by these conditions.

DocuSigned by:

June 19, 2023

MANAGEMENT

DATE

DocuSigned by:

June 15, 2023

REDACTED

TENANT

DATE

TENANT

DATE

TENANT

DATE

TENANT

DATE

OCF Realty LLC

1936 Washington Avenue • Philadelphia, PA 19146
(215) 735-7368



2. OCF Realty Addenda

2.1 ADDENDUM A

Trash/Recycling Fees- Tenants are responsible for any trash/recycling fines assessed by the City.

Excess Water Fees - Tenant must immediately notify landlord of running toilets or of any other leaks. If tenant fails to notify landlord they will be responsible for additional water fees in excess of the budgeted monthly fee.

Sewer Fees- These fees are a part of the monthly water bill and therefore included in the budgeted water fee.

SALE OF THE PROPERTY

26. D) If the Property goes under an agreement of sale during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if Landlord gives at least 60 days written notice to Tenant.

EARLY TERMINATION OPTIONS:

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If at any point during the lease term a tenant wishes to sublet, a written request must be provided with a minimum of 30 days notice. The sub-letter must complete a rental application. Subject to written approval, the sub-letter may move in only after executing a lease and paying a \$250 sub-let fee. Additionally, the tenant who is moving out acknowledges that they will remain on the lease and are financially responsible for the remainder of the term.

Breaking the Lease - (Tenant must do ALL of the following)

- a) Tenant continues to pay all rent until the Ending Date of the lease or any Renewal Term, or until a new tenant is approved by Landlord and a new lease takes effect, whichever happens first,
AND
- b) Tenant gives Landlord at least 60 days notice in writing
AND
- c) Tenant pays Landlord a Termination Fee of one month's rent

Renter's Insurance - All tenants are required to establish and maintain renter's insurance as of their lease start date. Proof of policy due on lease start date.

Late Fee - 1% of total past due balance assessed and charged monthly on the 4th.

X **REDACTED**
REDACTED X **REDACTED**
REDACTED **REDACTED**

2.2 MAINTENANCE ADDENDUM

Sewer Maintenance- Tenants are responsible for the day-to-day care and maintenance of the systems. If a problem occurs due to tenant neglect (i.e clogged sink, toilet, garbage disposal, etc) then the tenant is responsible. Structural issues (i.e broken pipes) unrelated to tenants are the owner's responsibility.

Toilet paper is the only non-waste item to be flushed down toilets.

There should be nothing other than soft food waste down garbage disposals. Any damages resulting from anything other than soft food waste will result in tenant charges.

Heater & A/C Maintenance - Tenants are responsible for the day-to-day care and maintenance of the systems (i.e changing HVAC filters to ensure proper air flow/efficiency). Replacement or repairs unrelated to tenants are the owner's responsibility.

Deck/Patio Maintenance (if applicable)- Tenants are responsible for the day-to-day care and maintenance of the patio space(i.e keeping it clean, keeping any deck, balcony or yard drains debris-free, maintaining any plants/shrubbery, etc).

Multi-Unit Occupancy (if applicable)- Apartment floors shall be covered with rugs or carpeting to the extent of at least 70 percent of the floor area of each room exempting only kitchens and bathrooms.

Smoking - Smoking of any kind, including vaporized products, is prohibited in the property, including outdoor patios and/or decks. No open flames permitted in the property or on patios and/or decks.

Utility Closets - Utility closets are not meant for storage nor can anything be stored within 3 feet of any HVAC system.

Fire escapes and/or fire escape balconies are exclusively for emergency use. They are forbidden for recreational use or storage of any kind (including garbage).

By signing below, you acknowledge and agree to the terms in Section 2.

X **REDACTED**

Lessee

IP Address: 174.198.9.126
03/26/2023 05:23pm EDT

X **REDACTED**

Co-signer

IP Address: 107.77.215.91
03/27/2023 02:56pm EDT

OCF Realty LLC

1936 Washington Avenue • Philadelphia, PA 19146
(215) 735-7368



3. Sign and Accept

3.1 ALL OTHER TERMS AND CONDITIONS OF THE LEASE, INCLUDING ALL OTHER TIME PERIODS, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Please sign below

X REDACTED

Lessee IP Address: 174.198.9.126
03/26/2023 05:23pm EDT

X REDACTED

Co-signer IP Address: 107.77.215.91
03/27/2023 02:56pm EDT

X REDACTED

Lessor IP Address: 108.2.158.123
03/27/2023 02:58pm EDT

RESIDENTIAL LEASE

RL

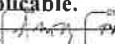
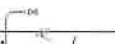
This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
TENANT(S): REDACTED	LANDLORD(S): OCF Realty LLC, Agent for Landlord
TENANT'S MAILING ADDRESS: 803 S 4th St, Unit 2, Philadelphia, PA 19147-3103	LANDLORD'S MAILING ADDRESS: 1936 Washington Ave, Philadelphia, PA 19146

PROPERTY	
Property Address 803 S 4th St	Unit 2 ZIP 19147-3103
in the municipality of Philadelphia	County of Philadelphia
in the School District of Philadelphia	in the Commonwealth of Pennsylvania.

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) BHHS	Licensee(s) (Name) Alex Begg
Company License # _____	State License # _____
Company Address _____	Direct Phone(s) _____
Company Phone 610-889-7616	Cell Phone(s) (610)389-4794
Company Fax _____	Fax _____
Broker is:	Email alex.begg@foxroach.com
<input checked="" type="checkbox"/> Tenant Agent (Broker represents Tenant only)	Licensee(s) is:
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Tenant Agent (all company licensees represent Tenant)
	<input type="checkbox"/> Tenant Agent with Designated Agency (only licensee(s) named above represent Tenant)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Landlord is not represented by a broker)	
Broker (Company) OCF Realty, LLC	Licensee(s) (Name) Elise LeMay
Company License # _____	State License # _____
Company Address 1936 Washington Ave	Direct Phone(s) (215)735-7368
Philadelphia, PA 19146	Cell Phone(s) _____
Company Phone (215)735-7368	Fax _____
Company Fax _____	Email info@ocfrealty.com
Broker is:	Licensee(s) is:
<input checked="" type="checkbox"/> Landlord Agent (Broker represents Landlord only)	<input checked="" type="checkbox"/> Landlord Agent (all company licensees represent Landlord)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Landlord Agent with Designated Agency (only licensee(s) named above represent Landlord)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

DUAL AND/OR DESIGNATED AGENCY	
A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.	
By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.	
Tenant initials: 	Landlord Initials: 

RL Page 1 of 7

THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME

Pennsylvania Association of Realtors®

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1. LEASE DATE AND RESPONSIBILITIES

This Lease for the Property, dated May 8, 2020, is between the Landlord and Tenant. Each Tenant is individually responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

2. CO-SIGNERS

Co-signers: **REDACTED**

Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Co-signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.

3. PROPERTY CONTACT INFORMATION

Rental Payments (see Paragraph 7(H) for additional information)

Payable to: OCF Realty, LLC Phone: (215)735-7368

Address: 1936 Washington Ave, Philadelphia, PA 19146

Maintenance Requests

Contact: Submit online through Tenant Portal Phone: (215)735-7368

Address: 1936 Washington Ave, Philadelphia, PA 19146

Email: repairs@ocfrealty.com

Website: _____

Emergency Maintenance Contact

Contact: OCF Realty, LLC

Phone: (215)735-7368 Ex 9

Email: _____

Website: _____

4. STARTING AND ENDING DATES OF LEASE (also called "Term")

(A) **Starting Date:** May 10, 2020, at 12 ☐ a.m. ☒ p.m.

(B) **Ending Date:** May 28, 2021, at 12 ☐ a.m. ☒ p.m.

(C) Tenant is required to vacate the Property on the Ending Date unless the parties have entered into a Renewal Term as described in Paragraph 5.

5. RENEWAL TERM

Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of 12 Months + 3% incrs (month-to-month if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires Tenant or Landlord to give at least 60 days (30 if not specified) written notice before Ending Date or before the end of any Renewal Term. Any renewal will be according to the terms of this Lease or any written changes to it.

☐ This Lease will TERMINATE on the Ending Date unless extended in writing.

6. SECURITY DEPOSIT

(A) The Security Deposit will be held in escrow by Landlord, unless otherwise stated here OCF Realty, LLC at (financial institution): TD Bank

Financial institution Address: _____

(B) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit. If Tenant fails to do this, Landlord will not have to provide the list of damages and the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant Act.

(C) Within 30 Days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for which the Landlord claims Tenant is responsible. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property. **TENANT IS ADVISED THAT FAILURE TO PROVIDE LANDLORD WITH A FORWARDING ADDRESS MAY CAUSE TENANT TO LOSE SOME RIGHTS.**

(D) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Tenant may be responsible for any unpaid expenses remaining after Landlord deducts costs from the security deposit.

7. RENT

(A) Rent is due in advance, without demand, on or before the 1 day of each month (Due Date).

(B) The amount of Total Rent due during the Term is: \$ 15,955.00

(C) The Rent due each month is: \$ 1,265.00

(D) If Rent is more than 3 days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$ 10% of monthly rent

(E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.

(F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that would be due next.

(G) Tenant will pay a fee of \$ 50.00 for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

Tenant initials: **REDACTED**

RL Page 2 of 7

Landlord Initials: RL

- 58 (H) Landlord will accept the following methods of payment: (☐ Cash) (☒ Money Order) (☒ Personal Check)
 59 (☐ Credit Cards) (☒ Cashier's Check) (☒ Other: **Online: ACH Payment**)
 60 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).
 61 (I) The first \$ **1,265.00** of Rent due will be made payable to **OCF Realty, LLC** (Broker
 62 for Landlord, if not specified). The Security Deposit will be made payable to Landlord, or Landlord's representative.
 63 (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

64 **8. PAYMENT SCHEDULE**

	Due Date	Paid	Due
65 (A) Security Deposit: (2 Months)	05/10/2020	\$	\$ 2,530.00
66 (B) First month's Rent:		\$	\$ 1,265.00
67 (C) Other: Prorated May Rent (5/10-5/31)	06/01/2020	\$	\$ 898.00
68 (D) Other: Prorated May'21 Rent*DUE 5/2021*	05/01/2021	\$	\$ 1,143.00
69 (E) Other:		\$	\$
70 Total Rent and security deposit received to date:		\$	\$ 1,265.00
71 Total amount due			\$ 4,571.00

72 **9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS**

- 73 (A) Tenant will use the Property as a residence ONLY.
 74 (B) Not more than **2** people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:
 75 Name ☐ 18 or older Name ☐ 18 or older
 76 Name ☐ 18 or older Name ☐ 18 or older
 77 Guide or support animals: Type _____ Breed _____ Name _____
 78 ☐ Additional information is attached

79 **10. POSSESSION**

- 80 (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
 81 (B) If Tenant cannot move in within **10** days (0 if not specified) after Starting Date because the previous tenant is still there or be-
 82 cause of property damage which makes the Property unsafe, unsanitary, or unfit for human habitation, Tenant's exclusive rights are
 83 to:
 84 1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until
 85 the Property is available; OR
 86 2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability
 87 on the part of Landlord or Tenant.

88 **11. LANDLORD'S RIGHT TO ENTER**

- 89 (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the
 90 Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with Landlord or Landlord's rep-
 91 resentative, or they have written permission from the Landlord.
 92 (B) When possible, Landlord will give Tenant **24** hours (24 if not specified) notice of the date, time, and reason for the visit.
 93 (C) In emergencies, Landlord may enter the Property without notice. If Tenant is not present, Landlord will notify Tenant who was there
 94 and why within **24** hours (24 if not specified) of the visit. Showing the property is not considered an emergency.
 95 (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on, in, or near the Property.

96 **12. RULES AND REGULATIONS**

- 97 (A) ☒ Rules and Regulations for use of the Property and common areas are attached.
 98 ☐ Homeowners Association or Condominium rules and regulations for the Property are attached.
 99 (B) Any violation of the Rules and Regulations is a breach of this Lease.
 100 (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant, is intended to protect the condition or
 101 value of the Property, or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.
 102 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
 103 (E) If any fine is imposed on Landlord by the municipality or any other governing body because of the actions of Tenant, or Tenant's
 104 family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

105 **13. PETS**

- 106 Tenant will not keep or allow any pets on any part of the Property, unless checked below. Guide and support animals are not pets.
 107 ☐ Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and
 108 Regulations.

109 **14. CONDITION OF PROPERTY AT MOVE IN**

- 110 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following:
 111 _____
 112 _____
 113 _____

114 Tenant initial

REDACTED

RL Page 3 of 7

Landlord Initials: _____

15. APPLIANCES INCLUDED

(☒) Range/Oven (☐) Cooktop (☒) Refrigerator (☐) Dishwasher (☒) Washer (☒) Dryer (☐) Garbage Disposal
 (☒) Microwave (☐) Air Conditioning Units -Number: _____ (☐) Other _____
 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: _____

16. UTILITIES AND SERVICES

Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including connection and payment of fees and charges. **If a service is not marked as being the responsibility of Landlord, it is the responsibility of Tenant to pay for that service.** Landlord is not responsible for loss of service if interrupted by circumstances beyond Landlord's control. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service.

Landlord	Tenant		Landlord	Tenant	
<input type="checkbox"/>	<input type="checkbox"/>	Cooking Gas/Fuel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air Conditioning
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air Conditioning Maintenance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable/Satellite Television	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heat <u>electric</u> (type)
<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Homeowners Association Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hot Water <u>electric</u> (type)
<input type="checkbox"/>	<input type="checkbox"/>	Parking Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cold Water
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maintenance of Common Areas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pest/Rodent Control
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bed Bugs Remediation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Recycling Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Snow/Ice Removal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sewage Fees (included)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Lawn and Shrubbery Care
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PECO transferred to tenants	<input type="checkbox"/>	<input type="checkbox"/>	

Comments: **Tenant pays budgeted fee of additional \$50/month for water due as rent.**

17. TENANT'S CARE OF PROPERTY

- (A) Tenant will:
- Keep the Property clean and safe.
 - Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
 - Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
 - Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
 - Obey all federal, state, and local laws that relate to the Property.
 - Clean up after pets and guide and support animals on the Property, including common areas.
- (B) Tenant will not:
- Keep any flammable, hazardous or explosive materials on the Property, with the exception of common household goods intended for lawful use.
 - Destroy, damage or deface any part of the Property or common areas.
 - Disturb the peace and quiet of other tenants or neighbors.
 - Cancel or close utility accounts paid by Tenant during the term of the Lease, without the written permission of Landlord.
 - Make changes to the Property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that any changes or improvements made will belong to Landlord.
 - Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- (C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with any requirements listed in (A) or (B), above.
- (D) **Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or guide and support animals.**

18. DETECTORS AND FIRE PROTECTION SYSTEMS

- (A) Landlord has installed (☒) Smoke Detectors) (☒) Carbon Monoxide Detectors) (☐) fire extinguishers) in the Property. Tenant will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.
- (B) Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning detectors.
- (C) Failure to properly maintain detectors, replace detector batteries or notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broke normal functioning detectors is a breach of this Lease.
- (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is stated in the Rules and Regulations, if any.
- (E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.

Tenant initials: **REDACTED**

RL Page 4 of 7

Landlord Initials:

175 **19. DESTRUCTION OF PROPERTY**

- 176 (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged
177 or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Para-
178 graph3) of any condition in the Property that could severely damage or destroy the Property.
179 (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue
180 to pay rent, even if Tenant cannot occupy the Property.
181 (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
182 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until
183 the damage is repaired, OR
184 2. If the law does not allow Tenant to live on the Property, this Lease is ended.

185 **20. INSURANCE AND RELEASE**

- 186 (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Tenant is advised to
187 obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured
188 while on the Property.
189 ☒ **IF CHECKED**, Tenant must have insurance policies providing at least \$ **10,000.00** personal property insurance
190 and \$ **300,000.00** liability insurance to protect Tenant, Tenant's personal property and Tenant's guests who may
191 be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant
192 will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these
193 policies.
194 (B) Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Property.
195 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's
196 fees associated with that loss, if awarded by a court.

197 **21. HOLDOVER TENANTS**

198 If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will
199 be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily
200 basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded
201 by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek
202 reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests.

203 **22. TENANT ENDING LEASE EARLY**

204 Tenant may **not** end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in
205 writing.

206 **23. ABANDONMENT OF PERSONAL PROPERTY**

- 207 (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of Tenant's
208 remaining personal property may be considered abandoned if any of the following apply:
209 1. Tenant has vacated the Property after termination of the Lease;
210 2. An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and removed
211 almost all of Tenant's personal property;
212 3. An eviction order or order for possession has been entered in favor of Landlord;
213 4. Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of
214 a forwarding address; OR
215 5. Tenant has vacated the Property without showing an intent to return, Rent is more than 15 days past due and Landlord has posted
216 notice regarding Tenant's rights to Tenant's personal property.
217 (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant. Tenant will
218 have ten days from the date the notice was post marked to:
219 1. Retrieve Tenant's personal property, OR
220 2. Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored
221 by Landlord, Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will
222 be responsible for storage costs.
223 (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

224 **24. LANDLORD REMEDIES IF TENANT BREACHES LEASE**

- 225 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
226 1. Taking possession of the Property by going to court to evict Tenant.
227 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term
228 or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish
229 Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
230 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
231 4. Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court.
232 (B) **IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT**

233 Tenant initials: **REDACTED**

RL Page 5 of 7

Landlord Initials:

HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE: _____

25. TRANSFER AND SUBLEASING

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease and any written changes to it remains the same with the new Landlord.
- (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without Landlord's written permission.

26. SALE OF PROPERTY

- (A) If Property is sold, Landlord will give Tenant in writing:
1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
 2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
- (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
- (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

27. IF GOVERNMENT TAKES PROPERTY

- (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security Deposit or prepaid Rent.
- (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

28. DEATH OF TENANT DURING LEASE TERM

- (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property, the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statutes relating to decedents, estates and fiduciaries.
- (B) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
- (C) Tenant's estate will be required to pay Rent, Additional Rent and any other sums due to Landlord, including expenses that Landlord may incur as a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages, to landlord for breach of contractor early termination of the Lease.

29. TENANTS' RIGHTS

- (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.
- (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will notify Tenant immediately if the property owner or Landlord receive a notice of foreclosure.

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.

30. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- ☐ Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
- ☐ Property was built before 1978. **Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure** disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally approved pamphlet on lead poisoning prevention.

31. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

32. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

33. ENTIRE AGREEMENT

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under Paragraph 12.

Tenant initials

REDACTED

RL Page 6 of 7

Landlord Initials: _____

34. SPECIAL CLAUSES

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

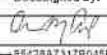
- ☐ Change of Lease Terms Addendum (PAR Form CLT)
☐ Pet Addendum (PAR Form PET)
☒ Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR)
☒ Addendum A; MAINTENANCE Addendum
☒ Smoking is prohibited in the property, including outdoor patios and/or decks

(B) Additional Terms:

NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney. If a real estate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and Tenant acknowledge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.

By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information set forth in this Lease.

A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

TENANT	REDACTED	DocuSigned by: REDACTED	DATE	May 8, 2020
TENANT		244FB23A3119444	DATE	
TENANT		DocuSigned by:	DATE	
CO-SIGNER	REDACTED	REDACTED	DATE	May 8, 2020
CO-SIGNER		97B8F81B171348E	DATE	
CO-SIGNER		DocuSigned by:	DATE	
LANDLORD	OCF Realty LLC		DATE	May 8, 2020
LANDLORD	Agent for Landlord	55428A7317B045B	DATE	
EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER			DATE	
Elise LeMay			DATE	

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Landlord, OCF Realty LLC (current Landlord) now transfers to (new landlord) his heirs and estate, this Lease and the right to receive the Rents and other benefits.

CURRENT LANDLORD		DATE	
CURRENT LANDLORD		DATE	
NEW LANDLORD		DATE	
NEW LANDLORD		DATE	

OCF Realty LLC

1936 Washington Avenue • Philadelphia, PA 19146
(215) 735-7368



1. OCF Realty Lease Renewal

1.1 ADDRESS

803 S 4th St - Unit 2
Philadelphia, PA 19147

1.2 TERM

Ending Date of Residential Lease is changed from 5/26/2023 to 05/26/2025 .

1.3 RENT

As of 6/1/2023, the Base Rent due each month is changed from \$1,345.00 to \$1,385.00 .

-Proposed Monthly Charges as Follows:

Water	\$30.00
Rent Income	\$1,385.00
Total:	\$1,415.00

1.4 OTHER

-All other terms of the original lease remain the same.

By initialing below, you acknowledge and agree to the terms in Section 1.

X **REDACTED** X **REDACTED**
REDACTED **REDACTED**

**PENNSYLVANIA RIDER TO
PURCHASE AND SALE AGREEMENT**

STATE-SPECIFIC PROVISIONS.

- A. Zoning Classification: CMX2
- B. Sewage Facilities. In accordance with the Pennsylvania Sewage Facilities Act of January 24, 1996, No. 537 P.L. 1536, as amended, the following statement regarding the availability of a community sewage system is included: the Property **IS** connected to or serviced by a Community Sewage System.
- C. Coal Notice. NOTICE – THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHTS TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)
- Buyer acknowledges that it may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the Property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of 1966, and Buyer agrees to sign the notice in the deed which will contain the aforesaid provision.
- D. Assignment. In the event this Agreement is assigned by Buyer pursuant to Section 13(b), Buyer shall be responsible for any and all transfer taxes and fees associated with such assignment.

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DS
EBlll

Exhibit 2

*Proposed Order Authorizing Receiver's Sale of Real Property Located at
803 S. 4th Street, Philadelphia, PA 19147*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 20-CV-81205-RAR

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS
GROUP, INC. d/b/a PAR FUNDING, et al.,

Defendants.

**[PROPOSED] ORDER AUTHORIZING RECEIVER'S SALE OF
REAL PROPERTY LOCATED AT 803 S. 4TH STREET, PHILADELPHIA, PA 19147**

THIS CAUSE comes before the Court upon the Receiver's Motion for Order Authorizing Receiver's Sale of Real Property Located at 803 S. 4th Street, Philadelphia, PA 19147 [ECF No. ____] ("Motion"), filed on July 17, 2023. The Court having reviewed the Motion and the record in this matter, and being otherwise fully advised, it is hereby

ORDERED AND ADJUDGED that the Motion is **GRANTED** as set forth herein.

In accordance with its Order granting Receiver's Motion for Order Authorizing Receiver's Sale of All Real Property Within the Receivership Estate [ECF No. 1486], this Court has reviewed the Declaration [ECF No. ____-1] of Ryan K. Stumphauzer, Esq., the Court-Appointed Receiver ("Receiver"), regarding his proposed sale of the real property located at and commonly known as 803 S. 4th Street, Philadelphia, PA 19147 ("Property"), and orders as follows:

A. The terms of the Purchase and Sale Agreement, a copy of which is attached to the Declaration as Exhibit A (collectively, the "Contract"), by and between the Receiver and E.B.¹

¹ For security purposes, the Buyer's identity has been redacted.

(“Buyer”) in connection with the Receiver’s proposed sale of the Property to Buyer are approved;

B. The Court ratifies the Receiver’s execution of the Contract and authorizes the Receiver to perform all of his obligations under the Contract;

C. The Receiver is authorized to sell the Property to Buyer or Buyer’s designee, as contemplated in the Contract, in exchange for the aggregate sum of \$430,000.00, subject to the applicable terms of this Order;

D. The Receiver is further authorized to pay any commissions provided for in the Contract and in connection with the consummation of his sale of the Property;

E. In accordance with the terms of the Contract, and without limiting those terms, Buyer or Buyer’s designee shall purchase the Property on an “as-is / where-is” basis, without any representations or warranties whatsoever by the Receiver and his agents and/or attorneys including, without limitation, any representations or warranties as to the condition of the Property, except as expressly set forth in the Contract. Buyer or its designee is responsible for all due diligence, including but not limited to, inspection of the condition of and title to the Property, and is not relying on any representation or warranty of the Receiver, except as expressly set forth in the Contract;

F. In the performance of his obligations pursuant to this Order, the Receiver’s liability in connection with the Contract and the sale of the Property to the Buyer shall be limited to the assets of the Receivership Estate (“Estate”). Neither the Receiver nor his professionals shall have any personal liability for claims arising out of or relating to the performance of any actions necessary to complete the sale of the Property as provided for herein;

G. Provided Buyer or Buyer’s designee consents, in writing, the Receiver is hereby authorized to amend or otherwise modify the Contract, in writing, as necessary to complete the

sale of the Property in the event that the Receiver determines, in his reasonable business judgment, that such amendment or modification is reasonable and necessary, will benefit the Estate, avoid the imposition of any liability upon the Estate, or is required pursuant to the terms of the Contract or any other amendment or modification thereto, provided that any such amendment or modification does not change the material terms of the Contract, including the parties to the Contract and the purchase price for the Property;

H. The Receiver is hereby authorized to take all actions and execute all documents necessary to consummate and otherwise effectuate the sale of the Property to Buyer or Buyer's designee, including, but not limited to, the Contract itself, any other documents required to be executed pursuant to the Contract, and any related documentation, escrow instructions, or conveyance documents consistent with selling and conveying title to the Property to Buyer or Buyer's designee. The Receiver shall execute all documents necessary to consummate and otherwise effectuate the sale of the Property as "Ryan K. Stumphauzer, Court-Appointed Receiver" or any reasonable variation thereof which clearly identifies the Receiver as a Court-appointed Receiver;

I. The Receiver is hereby authorized to execute and acknowledge a Receiver's Deed, or similar instrument, conveying title to the Property to Buyer or Buyer's designee (the "Receiver's Deed") to effectuate the conveyance, and cause the Receiver's Deed to be recorded on the date on which close of escrow occurs pursuant to the terms of the Contract, or as determined by and between the Receiver and Buyer or Buyer's designee;

J. Any licensed title insurer may rely on this Order as authorizing the Receiver to transfer title to the Property as provided in the Contract and as authorized herein;

K. This Court shall retain jurisdiction over any dispute involving the Receiver in connection with the sale of the Property; and

L. If requested by the Buyer, the Receiver shall provide Buyer or Buyer's designee with a certified copy of this Order, as entered by the Court, directly or through escrow, prior to the Close of Escrow, or as provided for in the Contract, and Buyer or Buyer's designee shall acknowledge receipt of a copy of this Order, in writing. A certified copy of this Order may be recorded concurrently with the Receiver's Deed, or at any time before the close of escrow, provided, however, that failure to record this Order shall not affect the enforceability of this Order, the enforceability and viability of the Contract, or the validity of the Receiver's Deed.

DONE AND ORDERED in Miami, Florida, this ____ day of _____, 2023.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record