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 1530 CHRISTIAN STREET, PHILADELPHIA, PA 19146

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 1530 Christian Street, Philadelphia, PA 19146 (the "Christian Street Property"). 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 the Order Authorizing Sale, the Court authorized the Receiver to begin the process of marketing for sale all real estate within the Receivership Estate, including the Christian Street Property.

- 4. 1530 Christian St. LLC, a Receivership Entity, is the owner of record of the Christian Street Property and the Receiver is vested with full legal authority to act on behalf of 1530 Christian St. LLC, pursuant to the Amended Order Appointing Receiver (ECF 141), including the authority to waive the requirements of 28 U.S.C. § 2001 and 28 U.S.C. § 2004 for the sale of the Christian Street Property.
- 5. In accordance with the Order Authorizing Sale, the Receiver has entered into a Purchase and Sale Agreement for the sale of the Christian Street Property (the "Contract"). The Contract, which is subject to approval by this Court, is scheduled for a closing on October 11, 2023, provided the Court approves the Contract and authorizes the sale of the Christian Street Property.
- 6. Attached hereto as **Exhibit 1** is a Declaration of Ryan K. Stumphauzer. Esq. (the "Declaration"), requesting the Court to enter an Order authorizing and approving the proposed sale, as provided for in the Contract.
- 7. The Receiver believes that the sale price for the Christian Steet Property under the Contract, which he has accepted subject to this Court's approval, is in the best interests of the Receivership Estate.
- 8. The Receiver represents that this Contract to Purchase the Christian Street Property is a *bona fide* offer from a proposed buyer with whom the Receiver has no relationship and is the product of arms-length negotiation.
- 9. The Receiver proposes to proceed with the sale of the Christian Street Property pursuant to the Contract, provided the Court approves the sale free and clear of liens, encumbrances, and other related obligations or claims.

10. A Proposed Order authorizing and approving the sale of the Christian Street

Property is attached as **Exhibit 2**.

11. To provide an opportunity for any potential objections to the sale of the Christian

Street Property 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 September 7,

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 September 7, 2023, approving the Contract and authorizing the Receiver to sell the

Christian Street Property.

Local Rule 7.1 Certification

Pursuant to Local Rule 7.1, the undersigned counsel for the Receiver certifies that he has

conferred with counsel for the United States Securities and Exchange Commission ("SEC"),

regarding the relief requested in this motion. Counsel for the SEC has confirmed that the SEC does

not oppose the relief requested herein and agrees to the waiver of the requirements of 28 U.S.C.

§2001 and 28 U.S.C. §2004 for the sale of the Christian Street Property.

Dated: August 31, 2023

Respectfully submitted,

STUMPHAUZER KOLAYA NADLER & SLOMAN, PLLC

Two South Biscayne Blvd., Suite 1600

Miami, FL 33131

Telephone: (305) 614-1400

/s/ Timothy A. Kolaya

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- 3 -

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1818 Market Street, Suite 3402 Philadelphia, PA 19103 (215) 320-6200 (Telephone) (215) 981-0082 (Facsimile)

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 August 31, 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.

<u>/s/ Timothy A. Kolaya</u> 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 EXCHANGI
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Plaintiff,

v.

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

Detendants.		

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, including 1530 Christian St. LLC. 1530 Christian St. LLC owns the real property located at 1530 Christian Street, Philadelphia, PA 19146 (the "Property" or the "Christian Street 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, SITUATE on the Southerly side of Christian Street at the distance of one hundred and twenty feet six inches Eastwardly from the Easterly side of Sixteenth Street in the Thirtieth Ward of the City of Philadelphia.

CONTAINING in front on the said Christian Street sixteen feet and extending of that width in length or depth Southwardly between parallel lines at right angles to the said Christian Street seventy-eight feet to a five feet wide alley, extending from the Easterly side of Sixteenth Street Eastwardly and connecting with a four feet six inches wide alley extending Southwardly to Montrose Street.

BEING known as 1530 Christian Street.

I have personal knowledge of the facts detailed in this Declaration and make this Declaration in support of the Proposed Sale of the Property.

- 2. Specifically, and as detailed below, I have completed my marketing efforts for the Christian Street Property in accordance with this Court's prior Order, and now respectfully request that the Court enter an Order authorizing and approving my proposed sale of the Property.
- 3. As authorized by the Amended Order Appointing Receiver [ECF No. 141] and the Order (1) Authorizing Receiver's Sale of All Real Property Within the Receivership Estate; (2) Compelling Lisa McElhone and Joseph LaForte to Vacate and Surrender Haverford Home or, in the Alternative, Pay Obligations for Single-Family homes [ECF 1486], 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 sales of similar properties in Philadelphia, Pennsylvania. These efforts included marketing on the Broker's website and on the Multiple Listing Service.

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.

- 4. 1530 Christian St. LLC purchased the Christian Street Property on October 3, 2018 for \$870,000.
- 5. In the second quarter of 2022, the office of the current property manager (which also includes a licensed Broker) provided an Opinion of the Value for the Property of \$975,000.
- 6. Before listing the Property, I obtained a Pennsylvania Certified Residential Appraisal of the Property dated April 22, 2023 (the "Appraisal"). The Appraisal valued the Property at \$755,000. A true and correct copy of this Appraisal is attached as **Exhibit A**.²
- 7. Before listing the Property, I also obtained a recent Opinion of Value from the Broker, estimating the value of the Property at \$900,000.
- 8. I initially listed the Property for sale for \$975,000, in excess of the highest Opinion of Value.
- 9. Based upon feedback from potential buyers and on the advice of the Broker, I eventually reduced the listing price to \$895,000.
- 10. As a result of my marketing efforts, I have received an offer from G.I.,³ a third party unaffiliated with the Receivership Entities ("Buyer"), to purchase the Property out of receivership for \$890,000. The Buyer's offer is the highest offer received for the Property and is substantially higher than the Appraisal of the Property. It is an "all cash" offer with no contingencies. In my reasonable business judgment, I believe Buyer's offer to purchase the Property for \$890,000 is appropriate, and consistent with the Property's current market value. As a result, on or about August 25, 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

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

³ For security purposes, the Buyer's identity has been redacted.

Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 5 of

Exhibit B to this Declaration, and which has been redacted for security purposes. Closing is

scheduled for October 11, 2023.

11. 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 sale price, consistent with ordinary custom and practice.

12. Accordingly, I respectfully request that this Court enter an Order approving the sale

of the Christian Street Property, as provided for in the Contract.

I declare under penalty of perjury that the foregoing is true and correct to the best of my

knowledge, information, and belief.

Executed on August 31, 2023'

/s/ Ryan K. Stumphauzer

Ryan K. Stumphauzer

Court-appointed Receiver

- 4 -

Exhibit A

Pennsylvania Certified Residential Appraisal Dated April 22, 2023

APPRAISAL OF



LOCATED AT:

1530 Christian Street Philadelphia, PA 19146

CLIENT:

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

AS OF:

April 22, 2023

BY:

State Certified Residential Real Estate Appraiser

Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 9 of

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The purpose of this appraisal report is to pro	Mue the chefit with	n a credible opinior	n of the defined valu	e of the subject p	roperty, given the	intended use of th	ne appraisal	l.	
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Owner of Public Record 1530 Christia	n Street, LLC					Сс	ounty PNII	adelphia	
Legal Description DOC#53427767									
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	The following properties re	nrocont the most current sir	ilar and pravimate con	nnarable rental properti	as to the subject property	This analysis is inten	ded to compart the enim	on of the			
	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.										
١	FEATURE	SUBJECT					COMPARABLE RENTAL NO. 3				
١	1530 Christian Str	eet	518 S 15th Stree	et	2017 Fitzwater S	treet	2215 Fitzwater Street				
١	Address Philadelph	a, PA 19146	Philadelphia, PA	A 19146	Philadelphia, PA	19146	Philadelphia, PA 19146				
١	Proximity to Subject		0.30 miles NE		0.42 miles NW		0.60 miles NW				
	Current Monthly Rent	\$		\$ 3,000	\$	3,900	\$ 4,550				
		\$ 0.00 sq. ft.		\$ 1.25 sq. ft.	\$	1.69 sq. ft.		\$ 1.43 sq. ft.			
	Rent/Gross Bldg. Area			\$ 1.20 Sq. II.		1.09 Sq. II.		\$ 1.43 Sq. II.			
	Rent Control	Yes X No	Yes X No		Yes X No		Yes X No				
₫	Data Source(s)	Owner	Bright#PAPH21:	22616	Bright#PAPH204	7066	Bright#PAPH21	12164			
Ì	Date of Lease(s)	Not Provided	08/22 - 04/23		Unknown		Unknown				
۵	Location	Urban	Urban		Urban		Urban				
RENTAL DAT	Actual Age	108+/-	107+/- Years	07+/- Years 1			107+/- Years				
Z	Condition	Good	Average		107+/- Years Good		Avg/Good				
~		3304 sq.ft.	2400 sq.ft.		2314 sq.ft.		3192 sq.ft.				
Щ	Gross Building Area										
COMPARABL	Unit Breakdown	Rm Count Size	Rm Count Siz	I Monthly Dont	Rm Count Size	Monthly Dont	Rm Count Siz	Monthly Rent			
씸	Onit Broakdown	Tot Br Ba Sq. Ft.		. Ft.	Tot Br Ba Sq. F	t.	Tot Br Ba Sq	FT.			
ఠ	Unit # 1	4 2 2 1,652	4 2 1 1,2	200 \$ 1,400	3 1 1 77	'1 \$ 1,700	2 1 1 7	'52 \\$ 1,350 			
ᅙ	Unit # 2	4 2 1 826	4 2 1 1,2	200 \$ 1,600	4 2 2 1,54	13 \$ 2,200	2 1 1 7	'52 \$ 1,350			
_	Unit # 3	4 2 1 826		\$		\$		752 \$ 1,850			
	Unit # 4	. 2 . 020		\$		\$		\$			
ı	Utilities Included	Water & Sewer	Water & Sewer	Ι Ψ	Water & Sewer	Ψ	Water & Sewer	ļΨ			
J	Othlities included	vvalei & SeWei	vvalet & Sewer		vvater & sewer		vvater & Sewer				
١											
١											
۱	Analysis of rental data and	I support for estimated marke	t rents for the individual	subject units reported	below (including the adeq	uacy of the comparabl	les, rental concessions,	etc.)			
١											
	Pont Schodulo: The ann	raiser must reconcile the app	licable indicated menth	ly market rents to provi	do an oninion of the marke	t ront for each unit in	the subject property				
ľ			licable indicated month								
		Leases		Actual Rents			Opinion Of Market Rer				
		Lease Date		Per Unit	Total		r Unit	Total			
	Unit # Begin D		Unfurnished	Furnished	Rents	Unfurnished	Furnished	Rents			
•	1 Not Provi	ded	\$	\$	\$	\$ 1,800		\$ 1,800			
Ξ	2 Not Provi	ded				1,800		1,800			
П	3 Not Provi	ded				1,800		1,800			
Š	4	dod				1,000		1,000			
ĭ	· ·		T			T		÷			
RENT SCHEDULE	Comment on lease data		Total Actual Mon		\$	Total Gross Monthly		\$ 5,400			
			Other Monthly Inc		\$	Other Monthly Incom		\$			
\Box			Total Actual Mon		\$	Total Estimated Mor	nthly Income	\$ 5,400			
SUBJECT	Utilities included in estima	ted rents Electric	X Water X Sewe				ther (describe)				
ร	Comments on actual or es	timated rents and other mon	hly income (including p	ersonal property)	Estimated rents ai	e derived direc	ctly from the sub	jects market.			
	All utilities are seg	parate with water, se	ewer and trash o	collection being	the responsibility	of the owner a	nd typically colle	cted as part of			
								-			
	the owners real es	state taxes.			•						
	the owners real es	state taxes.									
	the owners real es	state taxes.									
	COST APPROACH TO V										
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	COST APPROACH TO V Site Value Comments	ALUE									
	COST APPROACH TO V Site Value Comments	ALUE	REPLACEMENT COST	NEW OP	INION OF SITE VALUE		= :				
ACH	COST APPROACH TO V Site Value Comments ESTIMATED RE Source of cost data	ALUE EPRODUCTION OR	REPLACEMENT COST	Dw	elling 2,47	8 Sq. Ft. @ \$	=:	0			
ROACH	COST APPROACH TO V Site Value Comments ESTIMATED RE	ALUE EPRODUCTION OR	REPLACEMENT COST	Dw				0			
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APPROACH	COST APPROACH TO V Site Value Comments ESTIMATED RE Source of cost data Quality rating from cost see	PRODUCTION OR I	tive date of cost data	Dw Bs	elling 2,47 mt: 826 Sq.Ft.	8 Sq. Ft. @ \$ Sq. Ft. @ \$	= :	5 O			
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S	ESTIMATED RESOURCE of cost data Quality rating from cost see Comments on Cost Appro Standards Rule 1- In developing a reinformation is avaithe subject prope within the three (ALUE PRODUCTION OR Invice Selfect Such (gross living area calcular ach (gross living area calcular ach (gross living area calcular ach (gross living area calcular be ach (gross living area calcular ach (gross living area calcular be ach (gross living area calcular calculated ach (gross living area calcular ach (gross living area calcular be ach (gross living area calcular be ach (gross living area calcular ach (gross living area calcular be ach (gross living area calcular continued ach (gross living area calcular be ach (gross living area calcular continued ach (gross living area calcular co	I, when the valuer in the normal effective date o	Dw Bs Cal Bs Cal Bs De Be	elling 2,47 mt: 826 Sq.Ft. rage/Carport 0 al Estimate of Cost-New is Physical preciation preciated Cost of Improver is Value of Site Improver olicated VALUE BY COState is Value of Site Improver developed is marily less: (a) analyze all and (b) analyze all on Bosick & Raspan	8 Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Externments	mal = : ppraiser must, if f sale, options, cobject property t	S O O O O O O O O O O O O O O O O O O O			
S	ESTIMATED RESOURCE of cost data Quality rating from cost see Comments on Cost Appro Standards Rule 1- In developing a reinformation is avaithe subject prope within the three (The Intended Use Use is to evaluate	ALUE PRODUCTION OR Invice Seffect Such (gross living area calcular To all property appraises illable to the appraise try current as of the such appraisance of the such appraisance of this appraisance of the such appraisance of the such appraisance of this appraisance of the property that is	I, when the valuer in the normal effective date of effective date of effective date of the subject of the subje	Dw Bs) Gai Tot Les De De "As INC Incourse of busing the appraisal; for the appraisal for the suppraisal for	elling 2,47 mt: 826 Sq.Ft. rage/Carport 0 al Estimate of Cost-New is Physical preciated Cost of Improver is Value of Site Improver is Value of Site Improver its Value of Site Improve	8 Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Externments	opraiser must, if f sale, options, cubject property t	s 0 s 0 s 0 s 0 s 0 s 0 s 0 s 0			
S	ESTIMATED RESOURCE of cost data Quality rating from cost see Comments on Cost Appro Standards Rule 1- In developing a reinformation is avaithe subject prope within the three (The Intended Use Use is to evaluate	ALUE PRODUCTION OR Invice Selfect Such (gross living area calcular ach (gross living area calcular ach (gross living area calcular ach (gross living area calcular be ach (gross living area calcular ach (gross living area calcular be ach (gross living area calcular calculated ach (gross living area calcular ach (gross living area calcular be ach (gross living area calcular be ach (gross living area calcular ach (gross living area calcular be ach (gross living area calcular continued ach (gross living area calcular be ach (gross living area calcular continued ach (gross living area calcular co	I, when the valuer in the normal effective date of effective date of effective date of the subject of the subje	Dw Bs) Gai Tot Les De De "As INC Incourse of busing the appraisal; for the appraisal for the suppraisal for	elling 2,47 mt: 826 Sq.Ft. rage/Carport 0 al Estimate of Cost-New is Physical preciated Cost of Improver is Value of Site Improver is Value of Site Improver its Value of Site Improve	8 Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Externments	opraiser must, if f sale, options, cubject property t	s 0 s 0 s 0 s 0 s 0 s 0 s 0 s 0			
S	ESTIMATED RESOURCE of cost data Quality rating from cost see Comments on Cost Approx Standards Rule 1- In developing a reinformation is avaithe subject prope within the three (The Intended Use Use is to evaluate stated Scope of W	ALUE PRODUCTION OR Invice Seffect Such (gross living area calcular To all property appraises illable to the appraise try current as of the such appraisance of the such appraisance of this appraisance of the such appraisance of the such appraisance of this appraisance of the property that is	I, when the valuer in the normal effective date of effective date of effective date of the subject of the appraisal, report	Dw Bs Cal Bs Cal Bs De Be	elling 2,47 mt: 826 Sq.Ft. rage/Carport 0 al Estimate of Cost-New is Physical preciated Cost of Improver is Value of Site Improver is Value of Site Improver its Value of Site Improve	8 Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Externments	opraiser must, if f sale, options, cubject property t	s 0 s 0 s 0 s 0 s 0 s 0 s 0 s 0			
	ESTIMATED RESOURCE of cost data Quality rating from cost see Comments on Cost Approx Standards Rule 1- In developing a reinformation is avaithe subject prope within the three (The Intended Use Use is to evaluate stated Scope of W	PRODUCTION OR Trice Effect ach (gross living area calcular and groperty appraisa ilable to the appraisarty current as of the 3) years prior to the the property that is fork, purpose of the	I, when the valuer in the normal effective date of effective date of effective date of the subject of the appraisal, report	Dw Bs Cal Bs Cal Bs De Be	elling 2,47 mt: 826 Sq.Ft. rage/Carport 0 al Estimate of Cost-New is Physical preciated Cost of Improver is Value of Site Improver is Value of Site Improver its Value of Site Improve	8 Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Externments	opraiser must, if f sale, options, cubject property t	s 0 s 0 s 0 s 0 s 0 s 0 s 0 s 0			
S	ESTIMATED RESOURCE of cost data Quality rating from cost see Comments on Cost Approx Standards Rule 1- In developing a reinformation is avaithe subject prope within the three (The Intended Use Use is to evaluate stated Scope of W	PRODUCTION OR Trice Effect ach (gross living area calcular and groperty appraisa ilable to the appraisarty current as of the 3) years prior to the the property that is fork, purpose of the	I, when the valuer in the normal effective date of effective date of effective date of the subject of the appraisal, report	Dw Bs Cal Bs Cal Bs De Be	elling 2,47 mt: 826 Sq.Ft. rage/Carport 0 al Estimate of Cost-New is Physical preciated Cost of Improver is Value of Site Improver is Value of Site Improver its Value of Site Improve	8 Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Externments	opraiser must, if f sale, options, cubject property t	s 0 s 0 s 0 s 0 s 0 s 0 s 0 s 0			
2	ESTIMATED RESOURCE of cost data Quality rating from cost see Comments on Cost Approx Standards Rule 1- In developing a reinformation is avaithe subject prope within the three (The Intended Use Use is to evaluate stated Scope of W	PRODUCTION OR Trice Effect ach (gross living area calcular and groperty appraisa ilable to the appraisarty current as of the 3) years prior to the the property that is fork, purpose of the	I, when the valuer in the normal effective date of effective date of effective date of the subject of the appraisal, report	Dw Bs Cal Bs Cal Bs De Be	elling 2,47 mt: 826 Sq.Ft. rage/Carport 0 al Estimate of Cost-New is Physical preciated Cost of Improver is Value of Site Improver is Value of Site Improver its Value of Site Improve	8 Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Externments	opraiser must, if f sale, options, cubject property t	s 0 s 0 s 0 s 0 s 0 s 0 s 0 s 0			



Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 11 of

FEATURE		SUBJE	CT	C(OMPARABLE	SALE NO. 1			CON	1PARABLE S	SALE NO.	2		CON	MPARABLE	SALE	NO. 3
1530 Christian Stree	et			909 S 2	1st Street			2010	Fitz	water St	reet		1619	9 Chr	istian St	reet	
Address Philadelphia	PA 19	9146		Philade ^l	Iphia, PA	19146				hia, PA 1	19146		Phila	adelp	hia, PA 1	<u> 191</u>	16
Proximity to Subject				0.46 mi	les NW			0.42 r	nile	s NW			0.07	mile	es NW		
Sale Price	\$					\$ 675,0	000				\$ 74	13,500				\$	905,000
Sale Price/Gross Bldg. Area	\$	0.	.00 sq. ft	\$ 36	68.85 sq. ft			\$	336	.73 sq. ft			\$	340	0.87 sq. ft		
Gross Monthly Rent	\$			\$	4,285			\$		3,975			\$		6,180		
Gross Rent Multiplier					157.53					187.04					146.44		
Price Per Unit	\$			\$	225,000			\$	2	247,833			\$		452,500		
Price Per Room	\$			\$	84,375			\$		92,938			\$		75,417		
Price Per Bedroom	\$			\$	337,500			\$		247,833			\$		150,833		
Rent Control	Ye	s X	No	Yes	X No			Yes		X No			Ye		X No		
Data Source(s)						1468;DOM	8	Briah		APH2151	632:DC	M 10				116	5;DOM 22
Verification Source(s)				Realist		,		Realis			, , ,		Real				-
VALUE ADJUSTMENTS	DE:	SCRIP	TION		RIPTION	+(-) Adjustm	ent			PTION	+(-) Adju	ıstment			PTION	+(-) Adjustment
Sale or Financing				ArmLntl		()		ArmLi			. ()			Lnth			, · · • j • • · · · · · · · · · · · · · ·
Concessions				Conv;61				Cash;		00			Cash				
Date of Sale/Time				10/21/2				10/17						7/20)23		
Location	Urbai	n		Urban	-022			Urbar					Urba		,20	\vdash	
Leasehold/Fee Simple	Fee S		P	Fee Sim	nle			Fee S		le				Simp	le		
Site	1248			1026 So			0	1632				0	1128				0
View	N;Res			N;Res;	1.1 (.			N;Res		ι.				es;Scl		 	U
Design (Style)			riplex		/-Triplex					Triplex			Int-F		1001		
Quality of Construction	Avera		ιμισλ	Average				Avera		ιτιρισχ	 		Aver			\vdash	
4	108+			108+/-	_			108+/					108-			\vdash	
Actual Age	Good			Good				Good	-		 		Supe			\vdash	-100,000
Condition					ı ft	00	1/10		ca f	+	 	<u> </u>			°+	\vdash	
Gross Building Area 60	3304			1830 sq	'	88,2	+4U	2208			+ 6	55,760			1	\vdash	38,940
Unit Breakdown		3drms.	Baths	Total Bdrm					drms.	Baths	-		Total	Bdrms.	Baths	₩	
Unit # 1	4	2	2	4 1	2			3	1	1			6	2	2.1	 	
Unit # 2	4	2	1	3 1	1			2	1	1			6	4	3.5	—	
Unit # 3	4	2	1	1 0	1			3	1	1						<u> </u>	
Unit # 4				F "				F				_	F			₩	_
Basement Description	Full-F			Full			0	Full				0	Full			ــــــ	0
Basement Finished Rooms	(incl.		a)		u. Unit#1			Unfin		<u>:d</u>					. Unit#1	<u> </u>	
Functional Utility	Avera			Average				Avera					Aver			\perp	
Heating/Cooling	Gas/F			Gas/FW						C/Air					C/Air	Ь.	
Energy Efficient Items	Insul.		SS		orm Wind					rm Winc					ndows	<u> </u>	
Parking On/Off Site	None			None				1 Car				20,000					
Porch/Patio/Deck	Patio			Patio/R	oofDeck	-5,0	000	Patio	/Dec	ck/Balco		-5,000	Patio	OC			
Add'l Features	As no	ted		Similar	Features		0	Simila	ır Fe	eatures		0	Supe	erior	Fin.		0
Net Adjustment (Total)				X +		\$ 83,4	140	X	+		\$ 4	10,760] +	X -	\$	61,060
Adjusted Sale Price				Net Adj.	12.4 %			Net Adj.		5.5 %			Net Ad	dj.	-6.7 %		
of Comparables				Gross Adj.	13.8 %	\$ 758,4	440	Gross A	dj.	12.2 %	\$ 78	34,260	Gross	Adj.	15.4 %	\$	843,940
Adj. Price Per Unit (Adj. SF	Comp / # (of Comp	Units)	\$	252,813			\$	- 2	261,420			\$		421,970		
Adj. Price Per Room ((Adj. S	P Comp / #	of Comp	Rooms)	\$	94,805			\$		98,033			\$		70,328		
Adj. Price Per Bdrm. (Adj. SF				\$	379,220			\$	2	261,420			\$		140,657		
Summary of Sales Comparis	on Appro	oach	The sub	ject pro		cated with	in th	ne Citv			ohia and	schoo	ol dist			al se	earch
parameters reveale																	
period. After the in																	
which properties ar																	
& bathroom count,																	
sales and listings. Th																	
values reconciled to													1-1				
INCOME APPROACH TO V	ALUE																
Estimated Monthly Market R		5	.400.00	X Gross F	Rent Multinlier	160.00 = 9	\$	864	1,00	0 Indicate	ed Value by	Income 4	\pproac	h			
Summary of Income Approach															al estate	inv	estment
to its annual rental																	
years the property																	
a better opportunit		tunc	to pay		11 yi 033 l	SSSIVE OF TE	riti l	υiup	. 03	COCITY C I	Jui 0310	4 CO 11 I V	ا الا	u 10	TO UININ	110	0.0001113
a pottor opporturint	<i>j</i> ·																
Gross Rent Multipli	er = Pr	Oner	ty Price	/ Gross	Rental In	come											
Indicated Value by: Sales						ost Approach	(if da	volopos!\	¢ N		1	como A=	nrossi	(if da.	veloped) \$	864	000
See Attached Adder		i isufi <i>F</i>	-pproach	<i>\$ 1 33,</i> 000	, (oscapproach	(ii de	veroped)	ψU		ın	сотпе Ар	hingcu	ı (ıı ue\	veloped) \$	JU4	,000
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	as is,"					specifications o											
subject to the following r									ations	s nave been	completed	l	sul	Ject to	the followin	A:	
Appraisal Report; Pi	epare	u in .	ACCOLOS	ance With	II USPAP S	itanuards F	<u>kule</u>	∠-∠(a)									
December 11					-1141	·						-1 - E' '	!		1		
Based on the scope of v							ertifi	cation, ı	ny (c							-	
that is the subject of this	s report	IS\$	105,00	iU .	as of <u>04/2</u>	Z/ZUZ3				, w	vnich is th	ne effect	ive da	te of t	his apprai	sal.	



Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 12 of

FEATURE		SUBJI	ECT		OMPARABLE		COMPARABLE SALE NO. 5			COMPARABLE SALE NO. 6		
1530 Christian Stree	et			723 S 1	5th Street							
Address Philadelphia	, PA 1	9146)	Philade	lphia, PA	19146						
Proximity to Subject				0.17 mi								
Sale Price	\$					\$ 615,000			\$			\$
Sale Price/Gross Bldg. Area	<u> </u>	C	0.00 sq. ft	\$ 28	39.55 sq. ft	* 0.0/000	\$	sq. ft	T	\$	sq. ft	<u> </u>
Gross Monthly Rent	\$		7.00 sq. it	\$	4,000		\$	3 q . n		\$	39.11	
Gross Rent Multiplier	Φ			D D	153.75		J.			D D		
· · · · · · · · · · · · · · · · · · ·	φ.				307,500		•					
Price Per Unit	\$			\$			\$			\$		
Price Per Room	\$			\$	87,857		\$			\$		
Price Per Bedroom	\$	_		\$	205,000		\$			\$	$\overline{}$	
Rent Control	U Y€	es L	X No	Yes	X No		Yes	U No		Yes	No	
Data Source(s)					PAPH2213	3492;DOM 134						
Verification Source(s)				Realist								
VALUE ADJUSTMENTS	DE	ESCRIF	PTION	DESC	RIPTION	+(-) Adjustment	DESCR	IPTION	+(-) Adjustment	DESCRI	TION	+(-) Adjustment
Sale or Financing				ArmLnt		,			, ,			,,,,
Concessions				Cash;0	• •							
Date of Sale/Time				04/21/2)U33							
	Urba	n		Urban	1023							
Location			اما									
Leasehold/Fee Simple	Fee S			Fee Sim								
Site	1248		·t.	1011 Sc	ı.Ft.	0						
View	N;Re			N;Res;								
Design (Style)	Int-R	low-	Friplex	Int-Row	-Duplex							
Quality of Construction	Aver			Average								
Actual Age	108+			108+/-								
Condition	Good			Good					1			
			+		ft	70,800						
Gross Building Area 60	3304			2124 sq		/0,800			 			
Unit Breakdown		Bdrms.	Baths	Total Bdrm			Total Bdrms.	Baths	-	Total Bdrms.	Baths	
Unit # 1	4	2	2	3 1	1							
Unit # 2	4	2	1	4 2	2							
Unit # 3	4	2	1									
Unit # 4												
Basement Description	Full-l	 Finish	ned	Partial	-	0		-				
Basement Finished Rooms	(incl.			Unfinish	ned							
			iu <i>j</i>						1			
Functional Utility	Aver		0/4:	Average		7.500			-			
Heating/Cooling			C/Air	Gas/FW		7,500						
Energy Efficient Items	Insul		SS		orm Wind							
Parking On/Off Site	None	е		None								
Porch/Patio/Deck	Patio)		Patio/R	oofDeck	-5,000						
Add'l Features	As no	oted			Features	0						
						-						
				X +		\$ 73,300			Φ.		$\overline{}$	Φ.
Net Adjustment (Total)					11.0 %		+	<u> </u>	\$	+	<u> </u>	\$
Adjusted Sale Price				Net Adj.	11.9 %		Net Adj.	%	l.	Net Adj.	%	
of Comparables				Gross Adj.	13.5 %	\$ 688,300		%	\$	Gross Adj.	%	\$
Adj. Price Per Unit (Adj. SF	Comp / #	of Com	Units)	\$	344,150		\$			\$		
Adj. Price Per Room ((Adj. S				\$	98,329		\$			\$		
Adj. Price Per Bdrm. (Adj. SF				\$	229,433		\$			\$		
Summary of Sales Comparis												
,												



Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 13 of

Small Residential Income Property Appraisal Report

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.
- 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
- 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.
- 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

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 (GPAR™) 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



Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 14 of

Small Residential Income Property Appraisal Report

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.

Other Value:

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:

X Market Value

Appraisal Foundation is as follows;

buyer under conditions whereby.

Source of Definition: The Dictionary of Real Estate Appraisal, 4th ed.

 Buyer and seller are typically motivated; Both parties are will informed or well advised, and acting in well and acting in well and acting in well actions. A reasonable time is allowed for exposure in the open market; Payment is made in terms of cash in U.S. dollars or in terms of the price represents the normal consideration for the propert concessions granted by anyone associated with the sale. 	financial arrangements comparable thereto; and
ADDRESS OF THE PROPERTY APPRAISED: 1530 Christian Street Philadelphia, PA 19146 EFFECTIVE DATE OF THE APPRAISAL: 04/22/2023 APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 755,000	
APPRAISER Signature: Name: State Certification #	SUPERVISORY APPRAISER Signature: Name: State Certification #
or License # or Other (describe): State: PA Expiration Date of Certification or License: 06/30/2025 Date of Signature and Report: 06/04/2023 Date of Property Viewing: 04/07/2023 Degree of property viewing: X Interior and Exterior Exterior Only Did not personally view	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

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

Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the

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

34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance



Case 9:20-cv-81205-RAR Document 1688 to Deciment 1688 to of Decime

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303164				
Property Address: 1530 Christian Street	Case No.:				
City: Philadelphia	State: PA	Zip: 19146			

Neighborhood Description

The subject is situated in a section of Philadelphia known as Graduate Hospital. Dwellings in the area consist mostly of 1-4 family attached styles of various designs. Area is well situated to major access routes including Broad Street and 16th 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 \$60.00 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.

The subject neighborhood exhibits a wide range in values. The estimated value of the subject property is somewhat above the predominant value, but well within the range exhibited for the neighborhood. The comparable sales are all situated within the subjects immediate area, and demonstrate the marketability of homes in the subjects value range.

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

The appraisal is made "as is" at time of inspection with no repairs, alterations or special conditions required.

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.

Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 16 of DIMENSION LIST ADDENDUM

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	File No.: S2303164	
Property Address: 1530 Christian Street	Case No.:	
City: Philadelphia	State: PA 7in: 19146	

GROSS BUILDING AREA (GBA) 2,478 GROSS LIVING AREA (GLA) 2,478											
Area(s)	Area	% of GLA	% of GBA								
Living Level 1 Level 2 Level 3 Other	2,478 826 826 826 0	33.33 33.33 33.33 0.00	100.00 33.33 33.33 33.33 0.00								
Basement GBA Garage	<u>826</u> 0										

L		J						
Area Mea	asurements				Area	Туре		
Measurements	Factor	Total	Level 1	Level 2	Level 3	Other	Bsmt.	Garage
24.00 x 16.00 13.00 x 34.00 X X X	X 1.00 = - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - X = - - <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>							

Case 9:20-cv-81205-RAR ISUBJETETNPROPERITYENHOTEOLADDENSONDocket 08/31/2023 Page 17 of

Client:Pietragallo Gordon Alfano Bosick & Raspanti, LLP43File No.:S2303164Property Address:1530 Christian StreetCase No.:City:PhiladelphiaState: PAZip: 19146



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: April 22, 2023 Appraised Value: \$ 755,000



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

Case 9:20-cv-81205-RARCOMPARABILELERS PLEREN PHOTO IN IPOLENID DIMICKET 08/31/2023 Page 18 of

Client:Pietragallo Gordon Alfano Bosick & Raspanti, LLP43File No.:\$2303164Property Address:1530 Christian StreetCase No.:

City: Philadelphia State: PA Zip: 19146



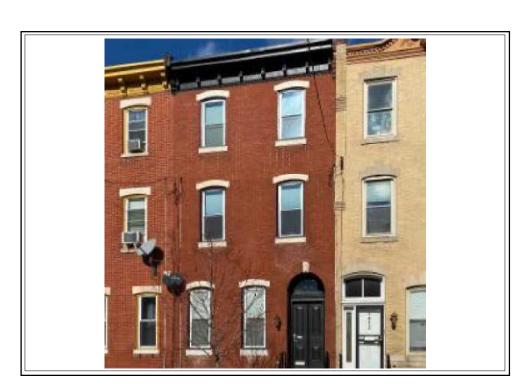
COMPARABLE SALE #1

909 S 21st Street Philadelphia, PA 19146 Sale Date: 10/21/2022 Sale Price: \$ 675,000



COMPARABLE SALE #2

2010 Fitzwater Street Philadelphia, PA 19146 Sale Date: 10/17/2022 Sale Price: \$ 743,500

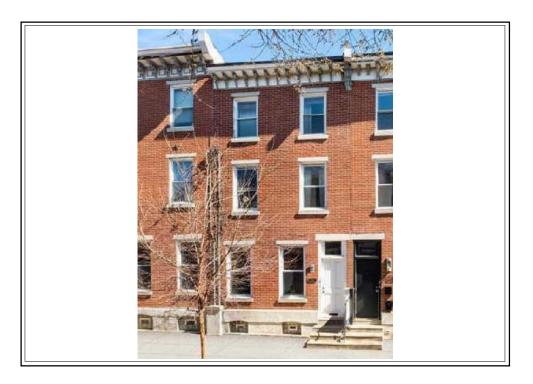


COMPARABLE SALE #3

1619 Christian Street Philadelphia, PA 19146 Sale Date: 03/07/2023 Sale Price: \$ 905,000

Case 9:20-cv-81205-RARCOMIRARABILELERS PLEREN REHIER ON A POEND DIMICKET 08/31/2023 Page 19 of

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP	43	File No.: S2303164
Property Address: 1530 Christian Street	(Case No.:
City: Philadolphia	State: DA	7in: 101//6



COMPARABLE SALE #4

723 S 15th Street Philadelphia, PA 19146 Sale Date: 04/21/2023 Sale Price: \$ 615,000

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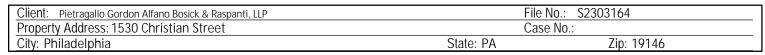
COMPARABLE SALE #5

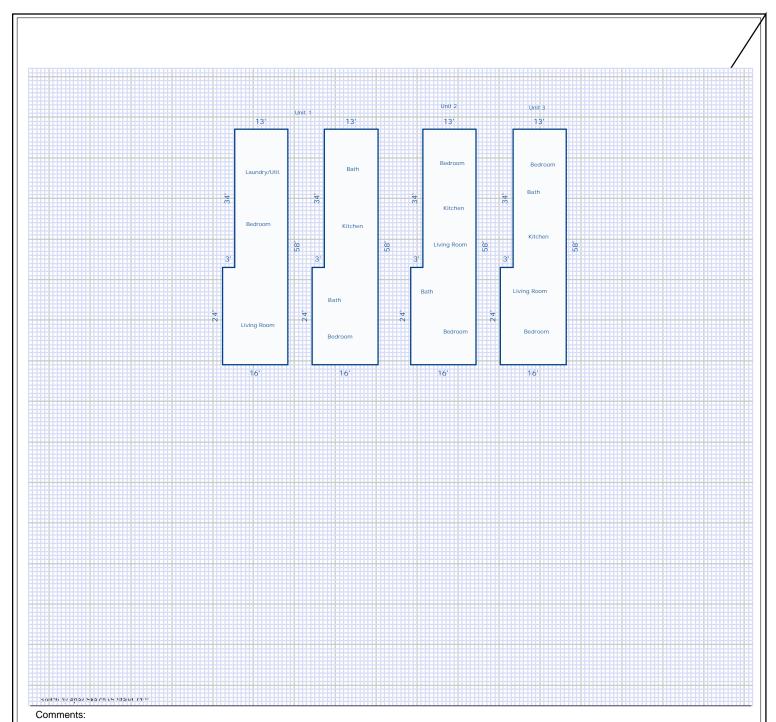
Sale Date: Sale Price: \$

COMPARABLE SALE #6

Sale Date: Sale Price: \$

Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 20 of 43 FLOORPLAN SKETCH



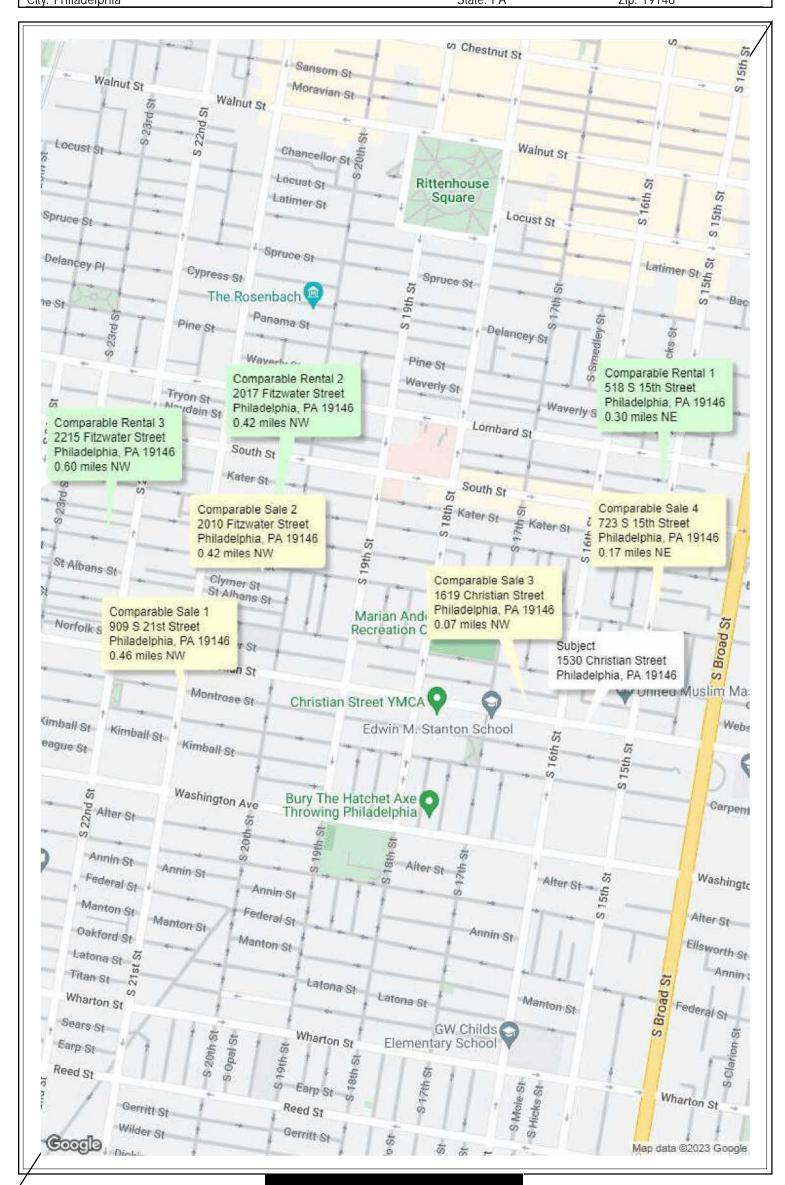


Code	AREA Description	CALCULATIONS	SUMMARY Net Size	Net Totals
GLA1 GLA2 GLA3 BSMT	First Flo Second Fl Third Flo Basement	loor	826.00 826.00 826.00 826.00	826.00 826.00 826.00 826.00
Net	LIVABLE	Area ((rounded)	2478

LIVINO	3 AF	REA BREAK	DOWN
Breakdown		Subtotals	
First Floor			
16.0		24.0	384.00
34.0	x	13.0	442.00
Second Floor			
16.0 34.0		24.0 13.0	384.00 442.00
Third Floor	x	13.0	442.00
16.0	×	24.0	384.00
34.0		13.0	442.00
6 Items		(rounded	2478

Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 21 of 43 LOCATION MAP

Client:Pietragallo Gordon Alfano Bosick & Raspanti, LLPFile No.:\$2303164Property Address:1530 Christian StreetCase No.:City:PhiladelphiaState:PAZip:19146

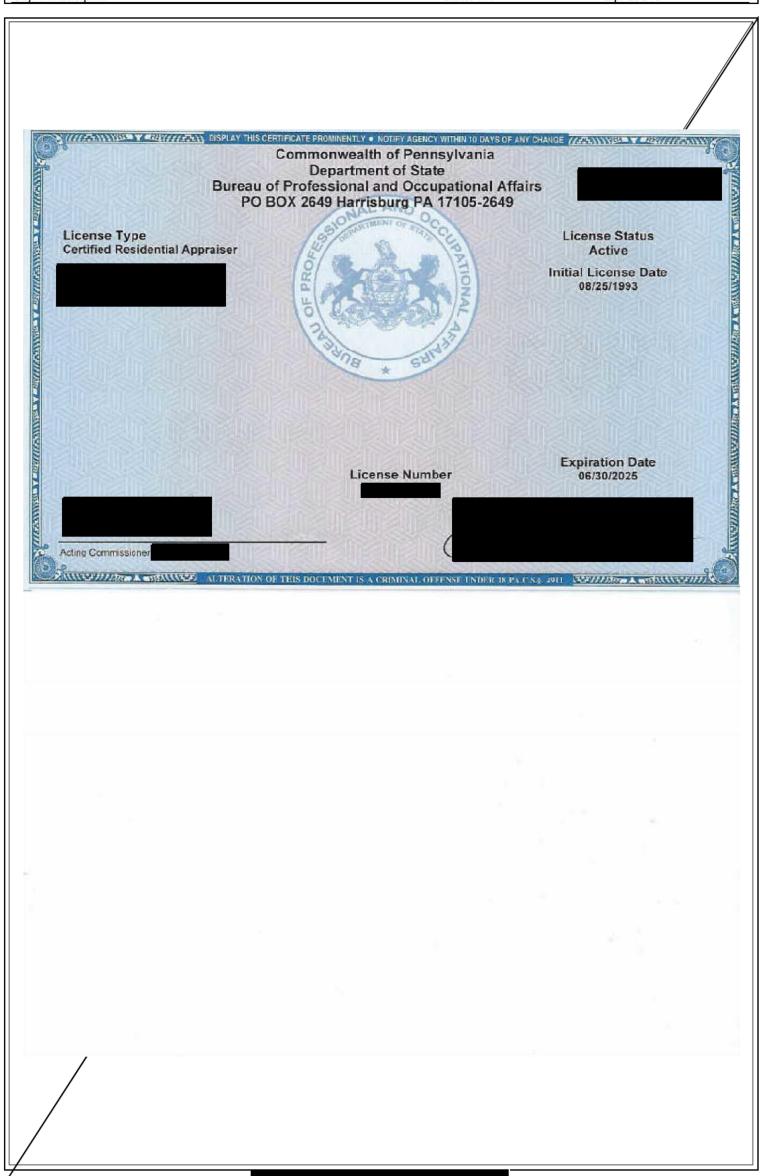


Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 22 of 43

 Client:
 Pietragallo Gordon Alfano Bosick & Raspanti, LLP
 File No.:
 S2303164

 Property Address:
 1530 Christian Street
 Case No.:

 City:
 Philadelphia
 State:
 PA
 Zip:
 19146



Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 23 of Pietragallo Gordon Alfano Bosick & Raspanti, LLP 43 File No.: S2303164

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP
Property Address: 1530 Christian Street
City: Philadelphia File No.: S2303164

Case No.:

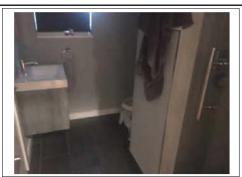
State: PA Zip: 19146































Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 24 of 43 AERIAL MAP

Client: Pietragallo Gordon Alfano Bosick & Raspanti, LLP
Property Address: 1530 Christian Street
City: Philadelphia File No.: S2303164 Case No.: State: PA Zip: 19146

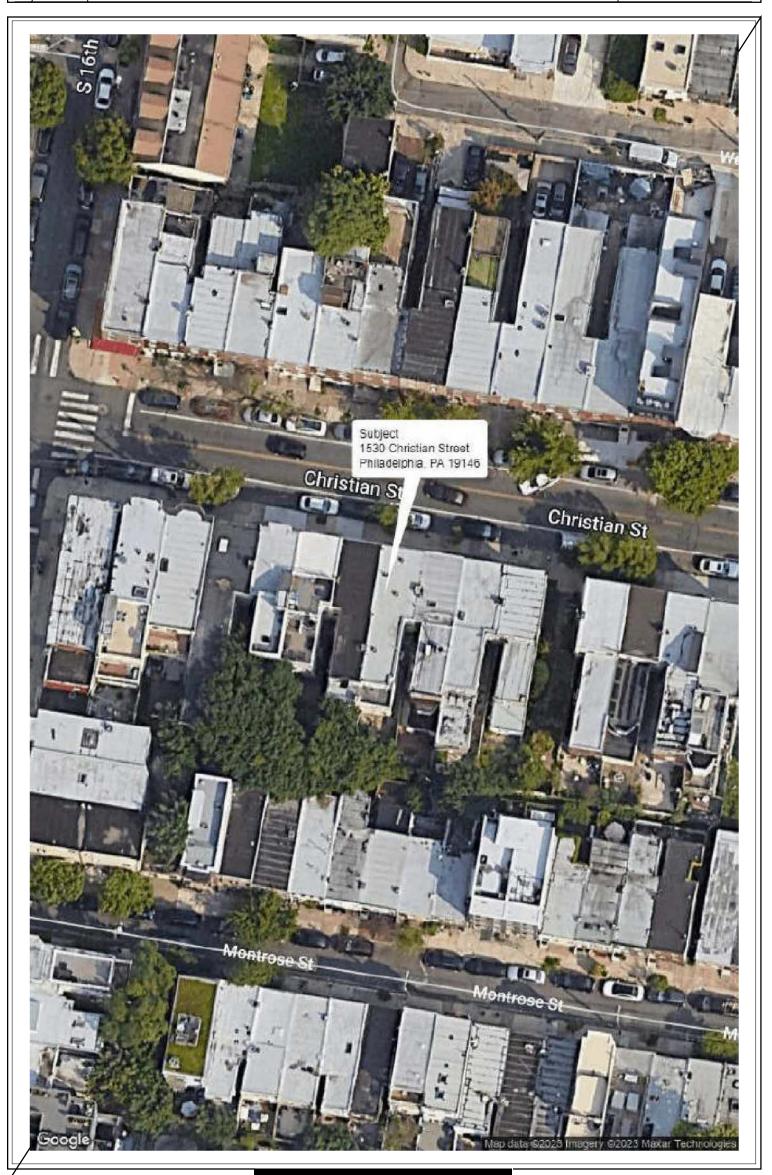


Exhibit B

Purchase and Sale Agreement Dated August 25, 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").

100	W.ZWTW.Z	CENTRAL TO MAKE	
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Seller: Ryan Stumphauzer, Court Appointed Receiver phone No.: (call counsel to Receiver) email address:c/o tmh@pietragallo.com & gja@pietragallo.com
mailing address: c/o Stumphauzer Kolaya Nadler & Sloman, PLLC, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 1600, Miami, FL 33131
Buyer: phone No.: email address:
mailing address:
Purchase Price: \$890,000.00 (which equals Buyer's offer price of plus a Transaction Fee of \$ 300.00
Earnest Money Deposit: \$89,000.00_ (if blank, then 10% of the Purchase Price, but no less than \$50,000).
Property: Address: 1530 Christian St., Philadelphia, PA 19146 as legally described on Exhibit A, including all permanent improvements thereon (bu excluding any personal property unless specifically identified by addendum or amendment to this Agreement).
Closing Date: October 11, 2023, (if blank, then (i) 30 calendary 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.
Closing Agent: contact address:
phone number: email address:
<u>Title Insurance Company:</u> , and the Title Company designated by Receiver.
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) <u>Seller's Deliveries</u>. 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 Insurace 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 <u>Exhibit B</u> ("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) <u>Buyer's Deliveries</u>. 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) <u>Seller's Conditions</u>. 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) <u>Buyer's Conditions</u>. 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.
 - Title Insurance Company is irrevocably committed to issue to Buyer an (iii) 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) <u>Duty to Cooperate in Good Faith to Resolve</u>. 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 relived 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) <u>Waiver of Conditions</u>. 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.

COSTS AND PRORATIONS.

- (a) <u>Pre-Closing Costs</u>. 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.
- 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) <u>Closing Costs</u>. 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) <u>Settlement Statement</u>. 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 BUYER'S INITIALS /

(b) <u>Costs Upon Termination and Cancellation of Escrow</u>. 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) <u>Closing Agent Authorization</u>. 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) <u>Authority</u>. 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) <u>Disclosures</u>. 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) <u>Sophisticated Buyer</u>. 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) <u>Authority</u>. 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) <u>Leases</u>. Except for the leases (including any amendments) listed in <u>Exhibit C</u> ("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 <u>Exhibit C</u> and copies of any Leases delivered by Seller to Buyer are true, correct and complete in all material respects.
- (c) <u>No Mechanics' Liens</u>. 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) <u>Possession</u>. 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) <u>Utilities</u>. 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) <u>Operation and Maintenance of Property</u>. Prior to Closing, Seller shall maintain, and to the extent within Seller's reasonably control, operate, the Property consistent with past practice.
- (d) <u>Leases and Contracts</u>. 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) <u>No Violations</u>. 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) <u>Survival of Representations and Warranties</u>. 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) <u>No Assignment or Recording</u>. 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) <u>Casualty and Condemnation</u>. 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) <u>Common Interest Development</u> 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) <u>Local Requirements</u>. 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

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) <u>Severability</u>. 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) <u>Time is of the Essence</u>. 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 Jursidiction. 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 filing 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) <u>Further Assurances</u>. 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) <u>Prohibited Persons and Transactions</u>. 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) <u>Brokers</u>. 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) <u>Form of Agreement</u>. 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		

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	



BUYER'S INITIALS

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

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SELLER:	BUYER:
COURT APPOINTED RECEIVER	DocuSigned by:
Λ Q_{α} Λ	/D6E43BEC4B2493
By: My Stown	Dv.
Name: Ryan Stumphauzer	By: Name:
Title: Court Appointed Receiver	Title:
Date: 8/25/23 , 2023	Date: August 25,
LISTING BROKER (if any):	BUYER'S BROKER (if any):
DISTING DROKER (II ally).	betek 5 brokek (ii aliy).
Name: BHHS Fox & Roach- At The Harper	Name:
License No.: RB061717C	License No.:
State: Pennsylvania	State:PA
(Brokers must be licensed in the	state where the Property is located)
CLOSING AGENT ACKNOWLEDGEMEN	T
	of this Agreement and the Earnest Money Deposit osing Agent in accordance with this Agreement.
[NAME]	
Ву:	
Name:	

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN lot or piece of ground, SITUATE on the Southerly side of Christian Street at the distance of one hundred and twenty feet six inches Eastwardly from the Easterly side of Sixteenth Street in the Thirtieth Ward of the City of Philadelphia.

CONTAINING in front on the said Christian Street sixteen feet and extending of that width in length or depth Southwardly between parallel lines at right angles to the said Christian Street seventy-eight feet to a five feet wide alley, extending from the Easterly side of Sixteenth Street Eastwardly and connecting with a four feet six inches wide alley extending Southwardly to Montrose Street.

BEING known as 1530 Christian Street.

EXHIBIT B

Assignment and Assumption of Leases and Contracts

EXHIBIT C

Leases

PENNSYLVANIA RIDER TO PURCHASE AND SALE AGREEMENT

STATE-SPECIFIC PROVISIONS.

A.	Zoning Classification: RM1

- B. <u>Sewage Facilities</u>. 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 NOT X 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,K 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 RIGHTSD 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. <u>Assignment</u>. 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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Case 9:20-cv-81205-RAR Document 1688-1 Entered on FLSD Docket 08/31/2023 Page 43 of

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ADDENDI	IM/ENDORSEMENT	TO ACREEMENT	OFSALE	į

ASA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REA T R

PROPERTY 1530 Christian St, Philadelphia, PA 19146 SELLER 1530 CHRISTIAN STREET LLC BUYER DATE OF AGREEMENT August 23, 2023

Deadline for earnest money deposit is extended to 8/31/23. Buyer will make initial deposit of \$50,000 by close of business on 8/28/23 and 2nd deposit of \$39,000 by close of business on 8/31/23.

All other terms and conditions of the A reement of ale remain unchan ed and in full force and effect

BUYER		DATE 8/28/2023
BUYER	150c (100c - 144) x 55	DATE
BUYER _ SELLER	MM Man has 1530 CHRISTIAN STREET L	DATE S/39/23
ELLER	(Samuly)	DATE
ELLER_		DATE



Exhibit 2

Proposed Order Authorizing Receiver's Sale of Real Property Located at 1530 Christian Street, Philadelphia, Pa 19146

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 1530 CHRISTIAN STREET, PHILADELPHIA, PA 19146

THIS CAUSE comes before the Court upon the Receiver's Motion for Order Approving Receiver's Sale of Real Property Located at 1530 Christian Street, Philadelphia, PA 19123 [ECF No. ___] (the "Motion"), filed on August 31, 2023. The Court has reviewed the Motion and the record in this matter, and is otherwise fully advised.

In the Motion, the Court-Appointed Receiver, Ryan K. Stumphauzer ("Receiver") asks the Court to approve and authorize the sale of the real property located at 1530 Christian Street, Philadelphia, PA 19146.

The Receiver has made a sufficient and proper showing in support of the relief requested in the Motion. Accordingly, for the reasons stated in the Motion, 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

(the "Receiver"), regarding his proposed sale of the real property located at and commonly known as 1530 Christian Street, Philadelphia, PA 19146 (the "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 B (collectively, the "Contract"), by and between the Receiver and G.I.¹ (the "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 \$890,000, 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

- 2 -

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

assets of the Receivership Estate (the "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

Case 9:20-cv-81205-RAR Document 1688-2 Entered on FLSD Docket 08/31/2023 Page 5 of 5

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

- 4 -