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 20-22 N. 3rd STREET, UNIT 201, PHILADELPHIA, PA

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver ("Receiver") of the Receivership Entities,[1] by and through his undersigned counsel, files this Motion for Order Authorizing Receiver's Sale of Real Property Located at 20-22 N. 3rd Street, Unit 201, Philadelphia, PA 19106 (the "Unit 201 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

[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; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consulting, Inc.; 20 N. 3rd St. Ltd.; Liberty Eighth Avenue LLC; The LME 2017 Family Trust; and Contract Financing Solutions, Inc.

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 Unit 201 Property.

4. 20 N. 3rd St. Ltd., a Receivership Entity, is the owner of record of the Unit 201 Property and the Receiver is vested with full legal authority to act on behalf of 20 N. 3rd St. Ltd., 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 Unit 201 Property.

5. In accordance with the Order Authorizing Sale, the Receiver has entered into a Purchase and Sale Agreement for the sale of the Unit 201 Property (the "Contract"). The Contract, which is subject to approval by this Court, is scheduled for a closing on February 12, 2026, provided the Court approves the Contract and authorizes the sale of the Unit 201 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 Unit 201 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 Unit 201 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 Unit 201 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 Unit 201 Property is attached as **Exhibit 2**.

WHEREFORE, the Receiver respectfully requests that the Court enter the Proposed Order, approving the Contract and authorizing the Receiver to sell the Unit 201 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 Unit 201 Property.

Dated: January 29, 2026

Respectfully Submitted,

STUMPHAUZER KOLAYA NADLER & SLOMAN, PLLC
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By: */s/ Timothy A. Kolaya*
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Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 29, 2026, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA

Exhibit 1

Declaration of Ryan K. Stumphauzer. Esq.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-CV-81205-RAR

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

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

Defendants.
_____/

DECLARATION OF RYAN K. STUMPHAUZER, ESQ.

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

1. I am the Court-appointed Receiver for certain Receivership Entities,[1] including 20 N. 3rd St. Ltd. 20 N. 3rd St. Ltd. owns the real property located at 20-22 N. 3rd Street, Unit 201, Philadelphia, PA 19106 (the "Property" or the "Unit 201 Property").

2. The legal description of the Property is:

> ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records

[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; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consulting, Inc.; 20 N. 3rd St. Ltd.; Liberty Eighth Avenue LLC; The LME 2017 Family Trust; and Contract Financing Solutions, Inc.

of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 201 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

BEING No. 20-22 North 3rd Street, Unit No. 201, 20 North Third Street Condominium.

3. I have personal knowledge of the facts detailed in this Declaration and make this Declaration in support of the Proposed Sale of the Unit 201 Property.

4. Specifically, and as detailed below, I have completed my marketing efforts for the Unit 201 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.

5. 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 Unit 201 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 the Property on the Broker's website and on the Multiple Listing Service.

6. 20 N. 3rd St. Ltd. purchased the Unit 201 Property from Twenty N. Third Street Development, L.P. on July 10, 2017, for $835,000. The Unit 201 Property consists of 2,064 square feet of space on the first floor of the Daniels Building, 20-22 N. 3rd Street, Philadelphia, PA 19106. The Daniels Building was constructed 100 years ago as a garment factory. It has been converted into 14 condominium units, with 2 ground floor commercial spaces and 12 residential units on

floors 2 through 7. Unit 201 was one of 4 units (the others were Units 101, 102, and 202), that served as Par Funding's headquarters in the building.

7. Before listing the Property, I obtained a Pennsylvania Certified Residential Appraisal of the Property dated May 31, 2023 ("First Appraisal").[2] The First Appraisal valued all four Par Funding Units in the Daniels Building at $3,100,000, collectively. A true and correct copy of the First Appraisal is attached as **Exhibit A.** Based upon feedback from prospective buyers and the Broker, I obtained a second Pennsylvania Certified Residential Appraisal of the Property dated July 8, 2024 ("Second Appraisal"). The Second Appraisal valued the Unit 201 Property only at $615,000. A true and correct copy of the Second Appraisal is attached as **Exhibit B**.

8. I initially listed the Property as an individual unit for sale for $650,000. Based upon feedback from prospective buyers and the Broker, I periodically reduced the listing price to its final listing price of $499,000.

9. The Unit 201 Property has been on the market for over 2 ½ years and was shown to prospective buyers approximately 15 times. As a result of my marketing efforts and after negotiations, I have received an offer from EG,[3] a third party unaffiliated with the Receivership Entities ("Buyer"), to purchase the Property out of receivership for $450,000. The Buyer's offer is the only offer I received for the Unit 201 Property. I accepted this offer because, although it is less than the Appraised Value, it is the only offer I received for this Property. Given the current, unfavorable condominium real estate market in Philadelphia, and at this advanced stage of the Receivership, I do not believe it is in the best interests of the Receivership to continue to maintain

[2] The First Appraisal was for all 4 Daniels Building units combined and was predicated on a combined sale.

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

and market the Property in the hope of achieving a potentially greater price at some undetermined future date.

10. The offer is an "all cash" offer with no contingencies. In my reasonable business judgment, I believe Buyer's offer to purchase the Unit 201 Property for $450,000 is appropriate and consistent with the Property's current market value. As a result, on or about December 31, 2025, I entered into a contingent Purchase and Sale Agreement ("Contract") for the Unit 201 Property with Buyers, a true and correct copy of which is attached hereto as **Exhibit C** to this Declaration, and which has been redacted for security purposes. Closing is scheduled for February 12, 2026.

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 Buyers, 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 Unit 201 Property, as provided for in the Contract.

13. I am also pleased to report that the Unit 201 Property is the final parcel of real property remaining within the receivership estate and, upon the closing of this sale, I will have completed the marketing, sale, and disposition of all real property within the receivership estate.

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

Executed on January 29, 2026

/s/ Ryan K. Stumphauzer
Ryan K. Stumphauzer
Court-appointed Receiver

Exhibit A

First Pennsylvania Certified Residential Appraisal
Dated May 31, 2023

[redacted]

20 North 3rd Street, Units 101, 102, 201, 202

20 North 3rd Street, Units 101, 102, 201, 202
Philadelphia, PA 19106

[redacted]

Appraisal Report Prepared For:

Timothy M. Hazel, Esquire
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
One Oxford Centre, 38th Floor
Pittsburgh, PA 15219

Prepared By:

[redacted]



[redacted]

[redacted]

May 31, 2023

Timothy M. Hazel, Esquire
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
One Oxford Centre, 38th Floor
Pittsburgh, PA 15219

RE: Appraisal of four owner-occupied office condominiums located at 20 N. 3rd Street, Units 101, 102, 201, 202, Philadelphia, Philadelphia County, PA 19106, prepared by [redacted]

[redacted]

Dear Mr. Hazel:

The "Subject Property" is an assemblage of four office condominiums within the 7-story mixed-use building known as The Daniel Building. The property was constructed in 1927 and most recently renovated in 2008. The mid-block site contains 1.39 acres (60,605 square feet) and is located in the Old City neighborhood of Center City Philadelphia. The improvements were in excellent condition at time of inspection and contain a combined 13,075 square feet, net rentable area. The assemblage of office condominiums accounts for approximately 29% interest in the common elements.

Unit 101 has a separate entrance along N. 3rd Street and contains an internal stairwell to Unit 201, located on the second floor. The lower level of Unit 101 can only be accessed via the internal fire escape stairwell in the rear of the building. Unit 102 also has a separate entrance along N. 3rd Street and contains an internal stairwell to the lower level suite. Unit 202 can only be accessed via the common area elevator or internal fire escape stairwell. We valued the assemblage of four office condominiums as one single economic unit as they have been historically operating as such.

Key Value Considerations

Strengths

1. Each unit was in excellent condition at time of inspection, with the inclusion of sprinklers and elevator access.
2. The subject is located along N. 3rd Street in Old City, which has above average accessibility and good visibility.

[redacted]

National Trends and Uncertainties

1. Federal Reserve interest rate increases and associated effects on cost of capital and investment rates along with credit tightening have impaired transaction volumes.
2. Despite positives such as a healthy job market, at least a mild recession is expected later this year.
3. Easing of inflation, consumer spending, and continued job growth have so far kept the economy growing in spite of interest rate increases and bank system stress.

Based on the analysis contained in the following report, the opinion of value for the subject is:

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value "As Is"	Fee Simple	4/12/2023	$3,100,000

Compiled by [redacted]

Extraordinary Assumptions

An extraordinary assumption is defined in USPAP as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results.

1. None

The use of this extraordinary assumption might have affected assignment results.

Hypothetical Conditions

A hypothetical condition is defined in USPAP as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. The value conclusions are based on the following hypothetical conditions that may affect the assignment results.

1. None

The appraisal was developed based on, and this report has been prepared in conformance with the Client's appraisal requirements, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, Title XI of the Financial Institution Reform, Recovery and Enforcement Act (FIRREA) of 1989, and the Interagency Appraisal and Evaluation Guidelines (December 2, 2010).

Certification

We certify that, to the best of our 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 our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our 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. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Pennsylvania.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, [redacted] has completed the continuing education program for Designated Members of the Appraisal Institute.
12. As of the date of this report, [redacted] has completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.
13. [redacted] made a personal inspection of the property that is the subject of this report. [redacted] has not personally inspected the subject.
14. No one provided significant real property appraisal assistance to the person(s) signing this certification.
15. The Firm operates as an independent economic entity. Although employees of other service lines or affiliates of the Firm may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
16. Within this report, '[redacted]', and similar forms of reference refer only to the appraiser(s) who have signed this certification and any persons noted above as having provided significant real property appraisal assistance to the persons signing this report.
17. [redacted] has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment. [redacted] has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.





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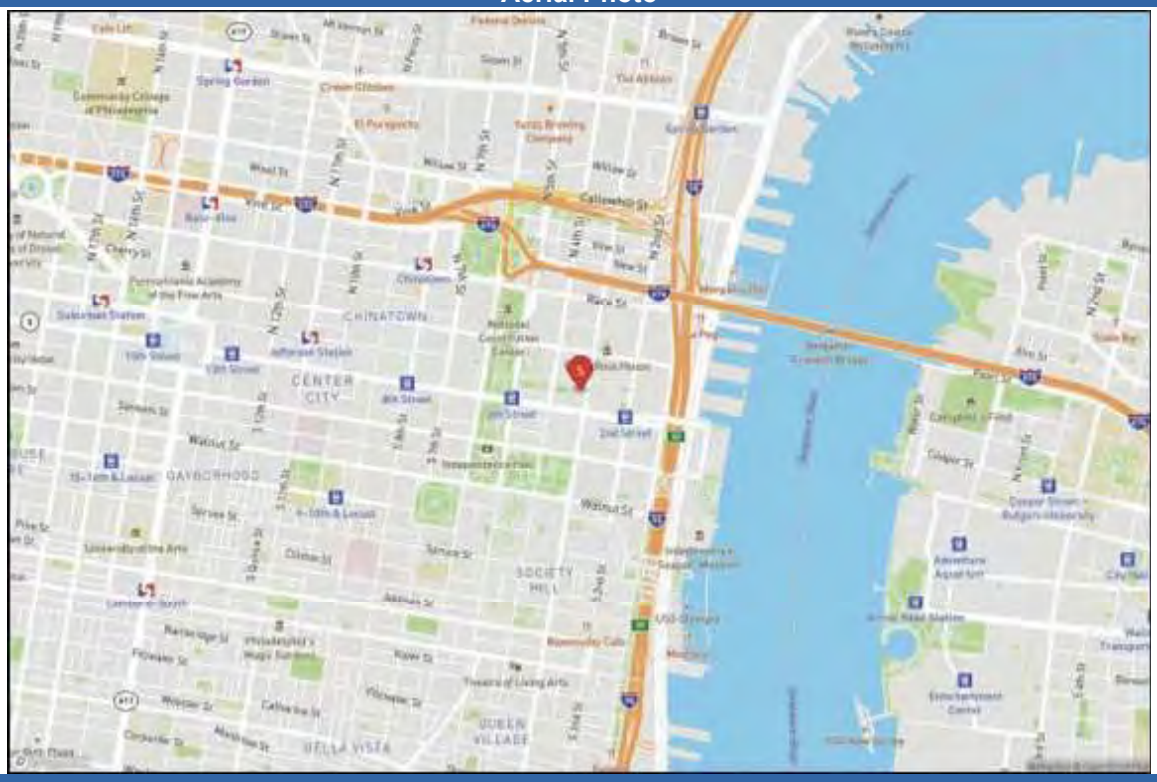
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D. Financials and Property Information
E. Comparable Data
Improved Sales
Lease Comparables
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[redacted]



Aerial Photo



Location Map



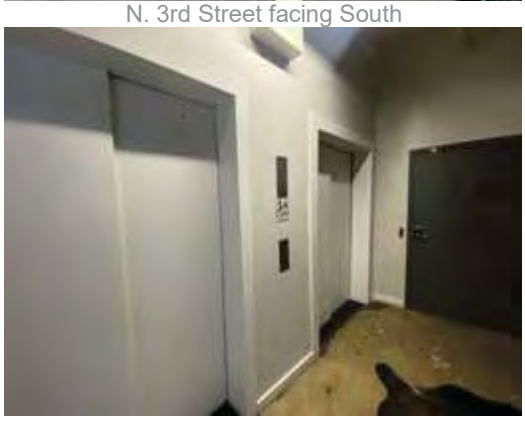
N. 3rd Street facing North



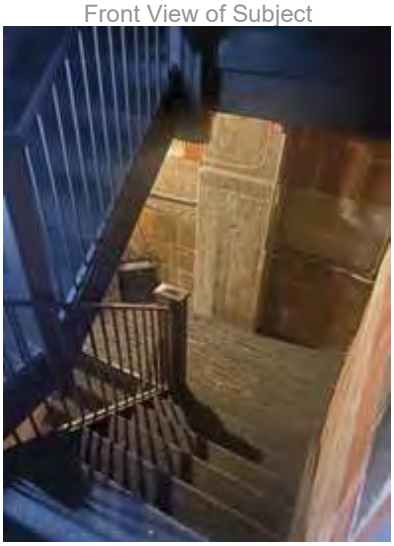
N. 3rd Street facing South



Front View of Subject



Common Area Elevators



Common Area Stairwell



Separate Gas Meters

[redacted]



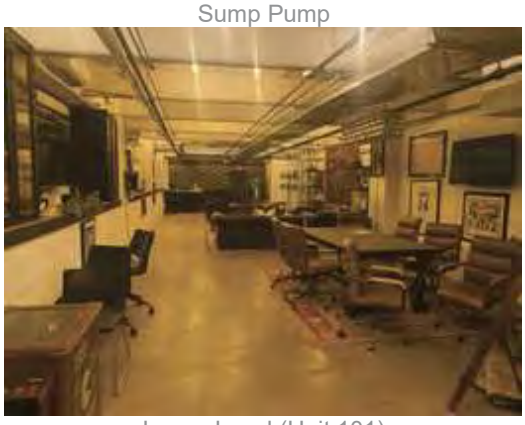
Separate Electric Meters



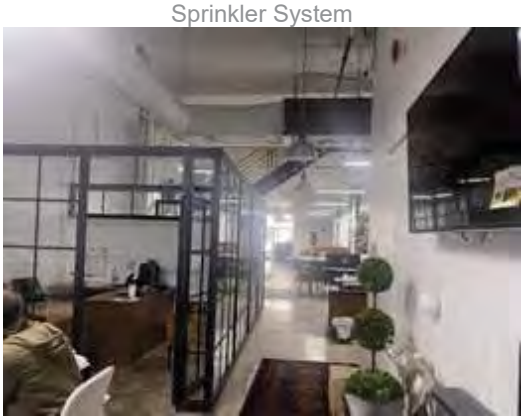
Sump Pump



Sprinkler System



Lower Level (Unit 101)



First Floor (Unit 101)



Restroom

[redacted]



In-Unit Furnace



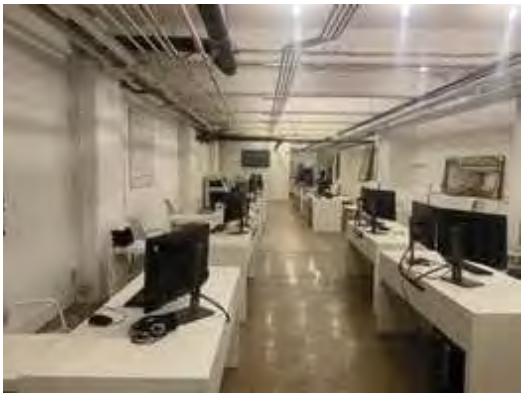
Second Floor (Unit 201)



Full Bathroom



Full Bathroom

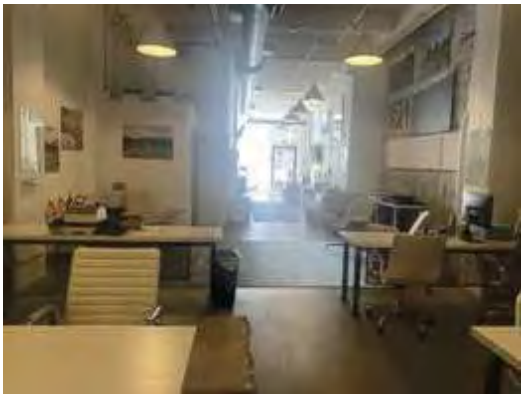


Lower Level (Unit 102)

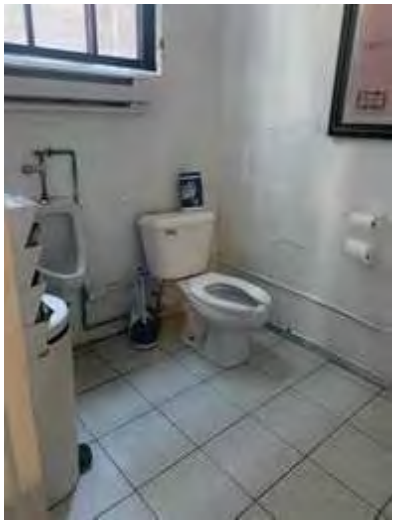


In-Unit Furnace

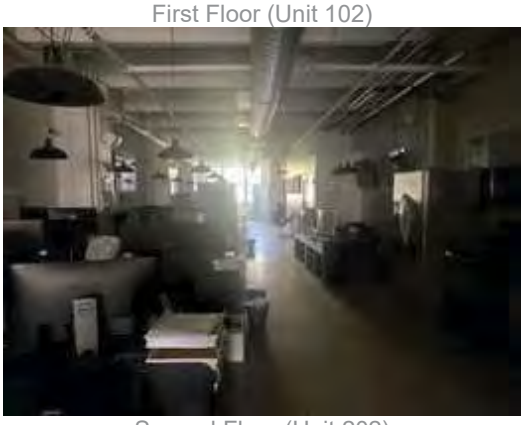
[redacted]



First Floor (Unit 102)



Restroom



Second Floor (Unit 202)



Kitchen



Full Bathroom

[redacted]

Executive Summary

20 North 3rd Street	
Property Type:	Office-Mid Rise
Street Address:	20 North 3rd Street
City, State & Zip:	Philadelphia, PA 19106
Gross Building Area (SF):	13,075
Net Rentable Area (SF):	13,075
Year Built (Renovated):	1927
Current Occupancy:	100.0%
Overall Land Area:	1.39 Acres (60,605 SF)
Zoning:	CMX3
Highest and Best Use - As Vacant:	Mixed-Use Retail/Multifamily
Highest and Best Use - As Improved:	Office Use
Analysis Details	
Valuation Date:	
Market Value "As Is"	April 12, 2023
Inspection Date and Date of Photos:	April 12, 2023
Report Date:	May 31, 2023
Report Type:	Appraisal Report
Client:	Pietragallo Gordon Alfano Bosick & Raspanti, LLP
Intended Use:	Establishing market value for pricing in connection with a potential disposition involving each of the subject properties and no other use.
Intended User:	Client and OCF Realty and no other party is permitted to use or rely on the appraisal.
Appraisal Premise:	Market Value "As Is"
Intended Use and User:	The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and [redacted] will not be responsible for unauthorized use of the report, its conclusions or contents used partially or in its entirety.
Interest Appraised:	Fee Simple
Exposure Time (Marketing Period) Estimate:	9 to 12 Months (9 to 12 Months)

Valuation Summary				
Sales Comparison Approach			$/SF	$ Total
Number of Sales				4
Range of Sale Dates				May-20 to May-23
Adjusted Range of Comparables ($/SF)				$215.97 to $270.48
Indicated Sales Comparison Approach Value	As Is		$237.09	$3,100,000
Income Capitalization Approach - Direct Capitalization Method			$/SF	$ Total
Capitalization Rate Indicators and Conclusion				**Indication**
Comparable Sales				5.00% - 7.00%
Investor Surveys				6.44% - 8.50%
Band of Investment				8.25%
Concluded Going-In Capitalization Rate				7.00%
Stabilized Income Estimate				
Potential Gross Income			$25.50	$333,369
Stabilized % Vacancy & Collection Loss			-13.00%	($43,338)
Effective Gross Income			$22.18	$290,031
Operating Expenses			$5.74	$75,055
Operating Expense Ratio				25.9%
Net Operating Income			$16.44	$214,976
Capitalization Rate				7.00%
Indicated Income Capitalization Approach Value	As Is		$237.09	$3,100,000
Market Value Conclusions	**As Is**		**$237.09**	**$3,100,000**
Exposure / Marketing Time				
Concluded Exposure Time		9 to 12 Months or Less		
Concluded Marketing Time		9 to 12 Months or Less		

Compiled by [redacted]

Extraordinary Assumptions and Hypothetical Conditions

An extraordinary assumption is defined in USPAP as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results.

1. None

The use of this extraordinary assumption might have affected assignment results.

A hypothetical condition is defined in USPAP as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. The value conclusions are based on the following hypothetical conditions that may affect the assignment results.

1. None

Compiled by [redacted]

Introduction

OWNERSHIP HISTORY

The current owner is 20 N. 3rd Street Limited. The following summarizes the history of ownership for each unit. The combined sale price for the four units is $2,965,000, though each property was purchased separately over the course of one year.

Ownership History

To the best of our knowledge, no sale or transfer of ownership has taken place within the three-year period prior to the effective date of the appraisal.

Listing Status:	Not Listed For Sale		
Current or Pending Contract:	None Reported		
Sales in Previous Three Years	None		
Previous Sales			
Date of Sale:	July 2, 2018		
Buyer:	20 N. 3rd Street Limited		
Seller:	Twenty N. Third Street Development LP		
Purchase Price:	$645,000	$268.75	Per SF (Net Rentable Area)
Deed Information:	53389780		
Comments:	Sale of Unit 201		
Date of Sale:	November 19, 2017		
Buyer:	20 N. 3rd Street Limited		
Seller:	Twenty N. Third Street Development LP		
Purchase Price:	$835,000	$215.48	Per SF (Net Rentable Area)
Deed Information:	53295420		
Comments:	Sale of Unit 101		
Date of Sale:	July 9, 2017		
Buyer:	20 N. 3rd Street Limited		
Seller:	Twenty N. Third Street Development LP		
Purchase Price:	$650,000	$270.83	Per SF (Net Rentable Area)
Deed Information:	53239301		
Comments:	Sale of Unit 202		
Date of Sale:	July 9, 2017		
Buyer:	20 N. 3rd Street Limited		
Seller:	Twenty N. Third Street Development LP		
Purchase Price:	$835,000	$189.77	Per SF (Net Rentable Area)
Deed Information:	53239300		
Comments:	Sale of Unit 102		

Compiled by [redacted]

To the best of our knowledge, no other sale or transfer of ownership has taken place within a three-year period prior to the effective date of the appraisal.

INTENDED USE AND USER

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and [redacted] will not be responsible for unauthorized use of the report, its conclusions or contents used partially or in its entirety.

- The intended use of the appraisal is for establishing market value for pricing in connection with a potential disposition involving each of the subject properties and no other use.
- The client is Pietragallo Gordon Alfano Bosick & Raspanti, LLP.
- The intended user is the Client and OCF Realty and no other party is permitted to use or rely on the appraisal.

DEFINITION OF VALUE

Market value is defined as:

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

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 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 financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

(Source: Code of Federal Regulations, Title 12, Chapter I, § 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

APPRAISAL REPORT

This appraisal is presented in the form of an appraisal report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP. This report incorporates sufficient information regarding the data, reasoning and analysis that were used to develop the opinion of value in accordance with the intended use and user.

PURPOSE OF THE APPRAISAL & INTEREST APPRAISED

The primary purpose of the appraisal is to develop an opinion of the Market Value "As Is" of the fee simple interest in the property. (Please see Glossary of Terms for definition(s) of interest(s) appraised)

Purpose of the Appraisal

Appraisal Premise	Interest Appraised	Date of Value
Market Value "As Is"	Fee Simple	4/12/2023

Compiled by [redacted]

SCOPE OF WORK

Extent to Which the Property is Identified

- Physical characteristics
- Legal characteristics
- Economic characteristics

Extent to Which the Property is Inspected

[redacted] inspected the subject property on January 1, 2022 as per the defined scope of work. [redacted] made a personal inspection of the property that is the subject of this report. [redacted] has not personally inspected the subject.

Type and Extent of the Data Researched

- Exposure and marketing time;
- Neighborhood and land use trends;
- Demographic trends;
- Market trends relative to the subject property type;
- Flood zone status;
- Zoning requirements and compliance;
- Real estate tax data;
- Relevant applicable comparable data; and

- Physical characteristics of the site and applicable improvements;
- Investment rates

Type and Extent of Analysis Applied

We analyzed the property and market data gathered through the use of appropriate, relevant, and accepted market-derived methods and procedures. Further, we employed the appropriate and relevant approaches to value, and correlated and reconciled the results into an estimate of market value, as demonstrated within the appraisal report. The applied scope of work is appropriate and sufficient to produce credible assignment results for the intended use of this report.

Economic Analysis

NATIONAL TRENDS AND UNCERTAINTIES

National and Global economies have experienced record setting inflation and interest rates are rising. Influences of the COVID pandemic on the economy have reduced but some fallout effects continue. The recession is still generally expected across surveys of business managers, economists and the populace at large as well as yield curve indicators. A recent Wall Street Journal poll of business and academic economics put the odds of recession at 61% - virtually unchanged since October, 2022's poll result of 63%.

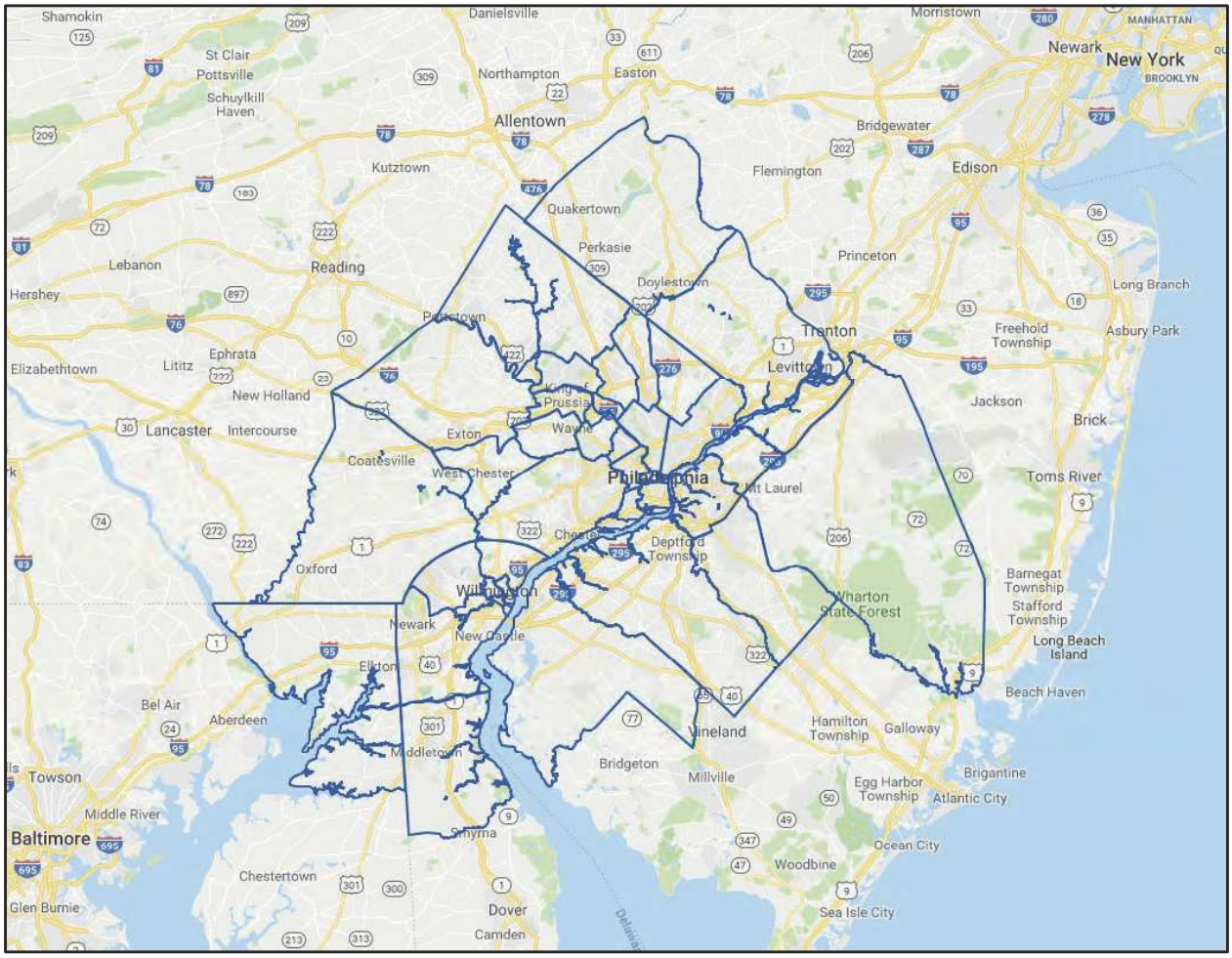
In an effort to curtail inflation, The Fed has embarked on an aggressive strategy. As of February, 2023, the Federal Reserve has raised rates eight times for a total of 450 basis points over the course of 2022 into 2023. The Federal Reserve is targeting a range of 4.50% to 4.75% for the Federal Funds Rate – the highest since October 2007. The February increase was smaller at 25 basis points than the previous increases but the Fed signaled further increases will come. The effects of such a substantial increase in the cost of funds include increased mortgage rates but also investment rates.

We are cognizant that such significant changes have had an effect on Commercial Capital Markets activity and have driven changes in rent and expense growth. Commercial transaction volume was down 62% for the fourth quarter of 2022 compared to the same period in 2021. For the year, transaction volume was down 15% over 2021 implying that much of the volume reduction occurred late in the year as the debt market became illiquid as well as less favorable.

We have considered, and will address, these issues throughout this appraisal and report including in our determinations of overall capitalization rates, discount rates and growth of rents and expenses where applicable.

GREATER PHILADELPHIA

The subject is located within the Philadelphia-Camden-Wilmington Statistical Area, also known as Greater Philadelphia. This is the nation's seventh largest metropolitan area and benefits from central geography in the heart of the Northeast Corridor and is the keystone of major north-south, east-west highway and rail networks. More than 100 million people are within a one-day drive of Philadelphia. The Greater Philadelphia market area spans thirteen counties in Southeastern Pennsylvania, Southern New Jersey and Northern Delaware (boundary lines are shown in the following map that comprises the Philadelphia MSA).



Source: Costar

The Greater Philadelphia Region is located at the heart of one of the nation's wealthiest and most populous areas. It ranks:

- 2nd largest urban density in the United States (Downtown Philadelphia)
- 4th largest media market
- 6th largest personal income & 6th largest in employment
- 7th in academic R&D expenditures
- 7th in gross metropolitan product (and ranked in the top 3 in the Northeast)



The chart on the left (produced by Select Philadelphia) demonstrates the excellent transportation access the Philadelphia region offers to other East Coast markets.

The strength and desirability of Greater Philadelphia is characterized by its economic diversity and population density. Its location, high concentration of educational, medical and government facilities, and a strong transportation network underscore these strengths. Residents of the Philadelphia area historically have enjoyed a quality of life ranked among the highest in the country. In addition to the numerous and growing number of high-quality urban housing opportunities, there are an abundance of desirable suburban communities that are easily accessible by some of the best highway and mass transit systems in the country.

Transportation Infrastructure

- New York City and Washington D.C. are within a 2.5-hour drive; high-speed Amtrak Acela and Metroliner provide fast service to both
- Philadelphia is home to the 3rd busiest Amtrak station in the U.S. with 11,000 daily riders.
- Greater Philadelphia is at the intersection of the county's major highway infrastructures with over 100 interstate highways connecting the various submarkets throughout the Philadelphia region
- 100 million people are located within a one-day drive
- Served by 30 airlines offering more than 550 daily departures to 128 cities, including 40 international destinations
- The Delaware River Port Complex, comprised of active, full-service marine terminals in Delaware, New Jersey and Pennsylvania, is an active conduit for international trade and comprises three major ports with full-service docking facilities and over 30 active port terminals.

[redacted]

- The Port of Philadelphia is the only major port on the East Coast served by two Class 1 railroads (CSX Transportation and Norfolk Southern) and provides easy access to the Midwest, Mid-Atlantic, and Northeast markets.

Other Factors Fueling the Growth of Greater Philadelphia

- Top 3 major Bio-Science clusters in the Northeast
- Lower cost of living than other major Northeast Metros (including New York, Boston, Washington D.C.)
- Lowest rental rates for Class A industrial space compared to other major East Coast cities
- Lowest rental rates for Class A office space in the Northeast Corridor
- 25 Fortune 500 companies call the Philadelphia Region their home
- One of the few regions in the Northeast with active Class 1 railroads
- Average of 125 cultural events take place every day

Major Employers

The Greater Philadelphia Region is well known for its stable and broadly diversified economic base. This is best characterized by the following list of its major employers with “eds and meds,” the burgeoning bio-science employment base, and Comcast (Philadelphia is their world HQ) leading the charge, along with several major pharmaceutical companies in the Top 25.

Over the past six years, the Greater Philadelphia Region has experienced a surge in digital health innovation. The sector’s growth has both contributed to, and benefited from, the region’s strengths, with more than 2,000 medical technology companies based within the Greater Philadelphia market. Of those, over 100 companies are specifically focused in the digital health vertical, with more than half focusing on enhancing the efficiency of health care delivery and making medicine more personalized and precise by health care providers, including hospitals, physicians and other caregivers.

Selected Major Employers: Greater Philadelphia		
Rank	Employer	Employees
1	University of Pennsylvania Health System	46,554
2	Thomas Jefferson University and TJU Health System Inc.	32,000
3	Children's Hospital of Philadelphia	22,051
4	Comcast	17,607
5	Drexel University	9,347
6	Independence Blue Cross	8,210
7	Wells Fargo	6,023
8	Einstein Healthcare Network	4,768
9	SAP America	3,292
10	Elwyn	3,243
11	Deloitte	1,825
12	Rivers Casino	1,680
13	Ernst & Young LLP	1,482
14	Widener University	1,374
15	Saint Joseph's University	1,341
16	KPMG LLP	1,274
17	Burns' Family Neighborhood Markets	1,095
18	The Protocall Group	975
19	La Salle University	930
20	Jacobs	892

Source: Philadelphia Business Journal, 2020; compiled by NKF

Expansion of Life Sciences

Since the 1990s, early gene therapy research was underway at the University of Pennsylvania. Today, three FDA-approved therapies are on the market as a result of innovations in the region. They include the first FDA-approved cell therapy, first FDA-approved gene therapy, and the first FDA-approved aesthetic cell therapy.

More than thirty R&D companies in this space originated within Greater Philadelphia. Leading this expanding sector includes: University of Pennsylvania Perelman School of Medicine, Children's Hospital of Philadelphia, The Coriell Institute for Medical Research, Christiana Care Gene Editing Institute, Jefferson Health, Temple University, and the Wistar Institute – all of which have the infrastructure and expertise to support the new medicines.

Labor Pool

With a labor force of approximately 3 million people, there is an abundant supply of skilled workers available in virtually all occupations.

- 16% of the population (25 years and older) have advanced degrees, compared with the U.S. average of 13%
- Greater Philadelphia is the 7th largest labor force among the nation's largest metro areas
- Over 1.15 million workers worked in Knowledge Occupations as defined by the Economic Development Administration (EDA), comprising 40.6% of total employment.

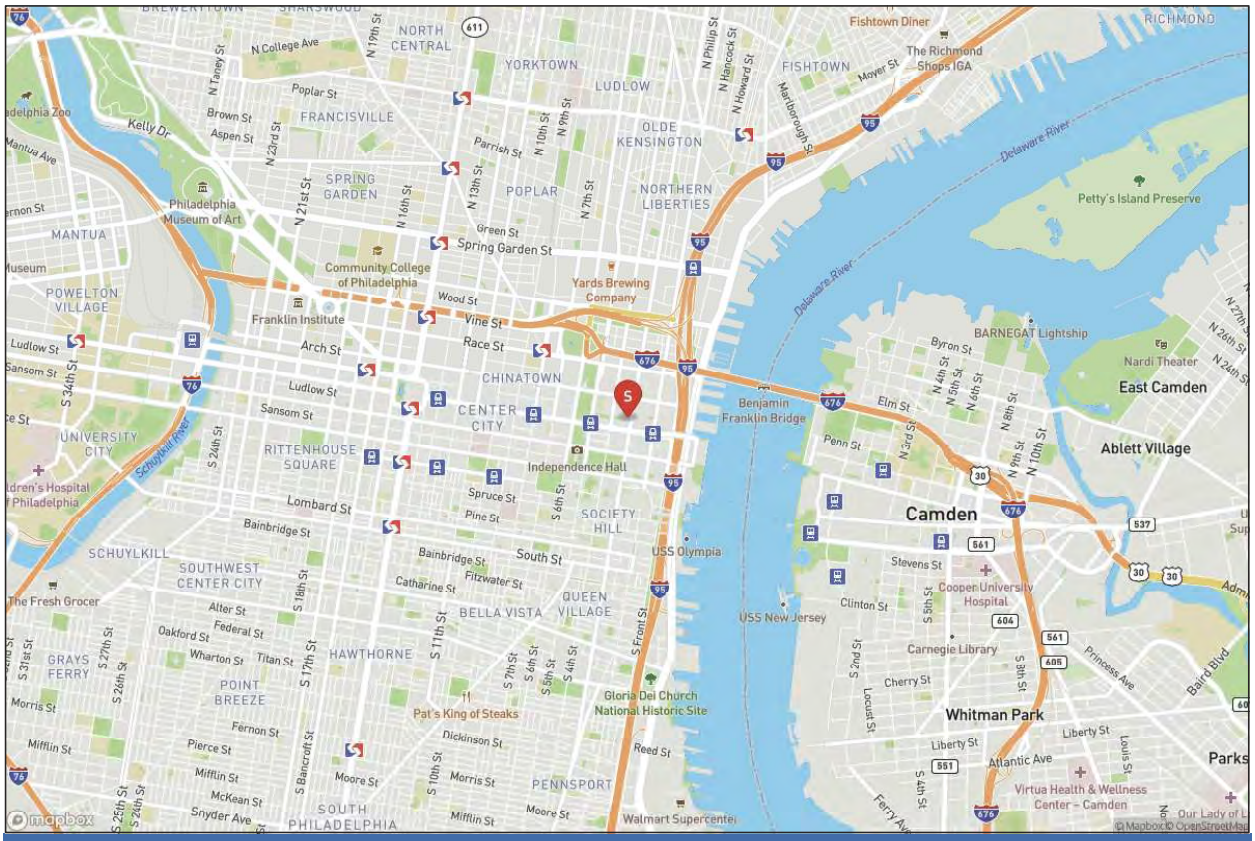
Greater Philadelphia is a National Leader in Higher Education

- Over 100 degree-granting institutions including Princeton University and University of Pennsylvania, two Ivy League universities plus three of the very top liberal arts colleges: Swarthmore, Haverford, and Bryn Mawr Colleges.
- Approximately 500,000 full- and part-time students
- 6 medical schools, 3 pharmacy schools, and two dental schools
- 39% of residents (25 years and older) hold a bachelor's degree or higher, well above the national average of 33%.

Summary

Competitive accessibility and professional talent are hallmark attributes that drive the regional economy of the Greater Philadelphia Region. As the seventh largest metropolitan center in the United States, the region offers an extensive array of cultural, historical and recreational facilities. And from its strategic position in the center of the eastern megalopolis to its economic diversity, the Greater Philadelphia Region is poised for continued growth and prosperity into the 21st century. Key industries are thriving in the region because of the region's global access, deep talent pool, attractive cost of doing business, diversified customer markets, and high quality of residential life.

NEIGHBORHOOD ANALYSIS



Boundaries

The subject is located in the Old City neighborhood of Center City Philadelphia. This area is part of the Independence Hall submarket as defined by Costar and is generally delineated as follows:

North	Vine Street Expressway (I-676)
South	South Street
East	Delaware River
West	6th and 8th Streets

Access & Transportation

The subject's location has good access to public transportation and nearby regional employment centers, shopping centers, parks, and cultural activities through major interstate highways. Interstates 676, 76, 476, and 95 are all within a reasonable distance of the subject and connect the area with the entire Philadelphia Metro. The subject also benefits from its close proximity to New Jersey which can be accessed via the Ben Franklin Bridge, a half mile north of the subject.

SEPTA operates numerous bus lines, two intra-city subways, and two major regional commuter rail stations in Center City. The regional rail lines provide public transportation to numerous Pennsylvania suburban communities. Also located nearby is Amtrak's 30th Street Station, which provides access to several cities along the east coast, such as New York City, Boston, and Washington D.C. 30th Street Station is pivotal for the inbound and outbound workforce.

The following map illustrates a 15-minute drive time from the subject property:



Drive Time Map

Land Uses



The property is situated in the eastern part of Center City Philadelphia in a neighborhood colloquially termed Old City. The neighborhood is influenced by historic attractions like Independence Hall, the Liberty Bell, the Betsy Ross House, and Penn's Landing, all of which serve as major tourist attractions for the Philadelphia Metropolitan Area.

Primary employment centers in Old City include various office buildings, museums and historical attractions, retail, and dining establishments. Land uses within the immediate area include retail, office, and residential uses. Numerous retail stores line both 2nd Street and Arch Street, including local, regional, and national tenants. Residential and office uses are common for the upper levels of properties fronting these streets.





Prominent land uses located nearby include the US Federal Building (600 block of Market Street), US Mint (400 block of Arch Street), The Gallery at Market East, Independence Hall, and the Liberty Bell. Residential uses in the neighborhood consist primarily of historic and older townhouses, along with more recent high-rise condominiums and apartment building. Many of the residential structures in and around Old City are former loft-style manufacturing buildings that have been converted into apartments.

.

[redacted]

Demographics

A demographic summary for the defined area is illustrated as follows:

Demographic Analysis	1-Mile Radius	3-Miles Radius	5-Miles Radius	19106	Philadelphia City	Philadelphia County	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD MSA	Pennsylvania
Population								
2010 Total Population	35,384	424,735	854,083	11,022	1,526,006	1,526,006	5,965,343	12,702,379
2022 Total Population	46,940	487,837	913,314	15,143	1,619,078	1,619,078	6,290,595	13,027,451
2027 Total Population	51,082	495,179	915,385	16,673	1,604,021	1,604,159	6,309,366	13,011,297
Projected Annual Growth %	1.7%	0.3%	0.0%	1.9%	-0.2%	-0.2%	0.1%	0.0%
Households								
2010 Total Households	18,591	176,547	335,422	6,354	599,635	599,736	2,260,312	5,018,904
2022 Total Households	25,888	219,294	387,420	8,813	667,219	667,219	2,438,223	5,232,785
2027 Total Households	28,378	224,383	391,285	9,787	664,975	665,034	2,454,567	5,244,451
Projected Annual Growth %	1.9%	0.5%	0.2%	2.1%	-0.1%	-0.1%	0.1%	0.0%
Income								
2022 Median Household Income	$103,291	$63,121	$51,044	$118,087	$52,721	$52,721	$81,273	$69,170
2022 Average Household Income	$156,143	$106,300	$86,353	$171,523	$83,843	$83,843	$119,011	$99,758
2022 Per Capita Income	$86,700	$48,037	$36,775	$103,317	$34,678	$34,678	$46,256	$40,217
Housing								
2022 Owner Occupied Housing Units	33.2%	39.2%	40.9%	40.3%	46.9%	46.9%	62.0%	62.1%
2022 Renter Occupied Housing Units	56.8%	49.0%	47.4%	49.8%	43.5%	43.5%	31.1%	28.4%
2022 Median Home Value	$474,942	$303,815	$231,863	$488,389	$224,010	$224,010	$299,485	$232,971
Median Year Structure Built	1960	1940	1940	1962	1948	1948	1965	1964
Miscellaneous Data Items								
2022 Bachelor's Degree	37.3%	25.9%	20.1%	38.6%	19.3%	19.3%	24.5%	20.8%
2022 Grad/Professional Degree	36.9%	22.2%	15.9%	41.1%	13.6%	13.6%	16.6%	13.4%
2022 College Graduate %	74.3%	48.1%	36.0%	79.7%	32.8%	32.8%	41.1%	34.2%
2022 Average Household Size	1.70	2.11	2.27	1.61	2.36	2.36	2.52	2.41
2022 Median Age	36.8	34.0	33.9	39.3	35.7	35.7	39.7	41.9

Source: ESRI; Compiled by [redacted]

- As shown above, the current population within the subject's zip code was estimated to be 15,143 in 2022. The population in the area is expected to grow over the next five years at a significantly faster pace than the City of Philadelphia as a whole.
- Median household income is significantly higher in Old City than in the surrounding area at an estimated $118,087. The median owner-occupied home values are also considerably higher in Old City.

Demand Generators

Center City is a dynamic and growing “24-hour” market, one of only a few in the United States. Comprising retail, office, residential and many other forms of institutional and commercial development, Center City has a diverse and balanced economic base containing multiple levels of demand generators ranging from office-related employment to retail, cultural, education, medical, entertainment, and residential. The center core of the CBD is considered to be City Hall, which is located at Penn Square at the intersection of Market and Broad Streets. Center City Philadelphia, the focal point of the Greater Philadelphia Metropolitan Area, offers a blend of some of the most acclaimed historic properties and architecture in the United States. Some key facts regarding Greater Center City are summarized below:

- In the middle of the nation's Northeast Corridor and at the center of a nine–county region of about 5.9 million residents.
- Philadelphia is the second largest city along the East Coast. Greater Center City now ranks second only to Midtown Manhattan in size of population among U.S. downtown districts.
- Center City has a transit network that sees more than 4 million passerbys in a year, namely Amtrak's 30th Street Station. 30th Street Station is the third busiest train station in the Northeast Corridor.
- Close proximity to major colleges and universities also gives employers access to the latest research of colleges and steady stream of recent graduates and affords employees numerous opportunities for continuing education. University of Pennsylvania leads medical research with the assistance of federal grants in the region.
- Philadelphia has potential to become a major energy hub. With its proximity to Marcellus Shale natural gas production and its unique industrial infrastructure (oil refineries, ports, pipeline systems, freight rail network), Philadelphia has potential to become a major energy hub.
- Philadelphia includes a wide array of arts, significant history and cultural institutions, four public squares, historic public markets, shops, restaurants, and outdoor cafes, all of which add to the vitality of the city. In fact, Center City was ranked 4th most walkable city in the United States behind New York, San Francisco, and Boston.
- The combined spending on research at Drexel, Temple, Thomas Jefferson and Penn totals more than $1.23 billion. Penn's expenditures accounted for nearly 75% of this total.

Employment

- Center City is the largest center of employment in the state and is considered a major economic driver for the region. The primary sectors in the Center City office sector employment are education, health care, finance, insurance, real estate, engineering and legal services. Office sector employment accounts for over 40% of downtown private-sector jobs.



- Major employers include the City of Philadelphia, University of Pennsylvania, Temple University, two major medical schools and three major hospitals. It is the headquarters for Comcast, Cigna, ACE, Blue Cross of Pennsylvania, Delaware Valley Investments, and several others. Moreover, there are numerous City and Federal agencies located in Center City (EPA, HUD, Justice Department, U.S. Mint, and The Federal Reserve) and many others.
- While office jobs are the largest employment sector in Center City, the education and healthcare institutions are the largest segment of the balance of the city's economy, accounting for 20% of citywide employment or nearly 60,000 jobs. Thomas Jefferson University and Hospital is the largest private employer. Even Penn, with most of its employees in University City, employs about 4,000 people in Center City.

Residential Market

- Center City has continued to benefit from demographic, energy, and cultural trends, including a growing desire for workers to live closer to their jobs and a preference for mixed-use environments. Two of the nation's largest demographic groups, empty-nesters and millennials, have been attracted in large numbers to the dense and walkable urban setting of Center City. Millennials make up 40% of the downtown population (more than twice the national average), while those over 60 constituted 21% of Greater Center City residents.

Conclusion

- The positive trends reflected across Greater Center City and extending into the Independence Hall neighborhood will have an impact on the foreseeable future of the subject's immediate market area. We anticipate that property values will increase over the long run at this location.

OFFICE MARKET ANALYSIS

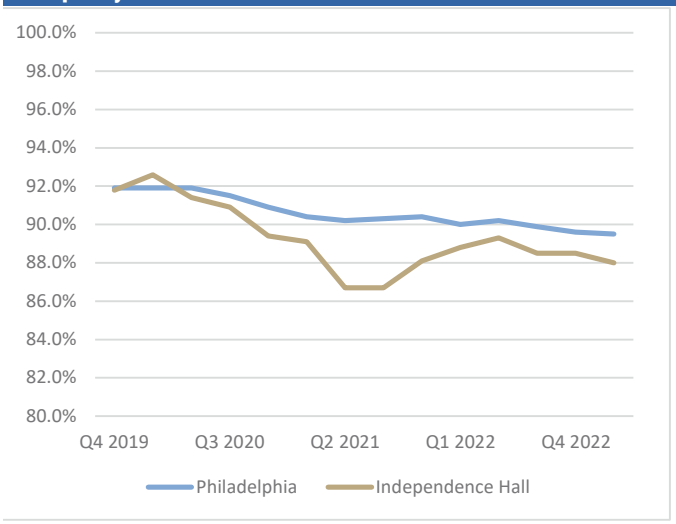
Classification

The subject is in the Independence Hall submarket of the Philadelphia market. The property is considered a Class B Office Building in this market.

Office Market Overview

The following discussion outlines overall market performance in the surrounding office market. Presented first are market statistics of the Philadelphia area and the subject's Independence Hall submarket overall along with more closely focused statistics related specifically to the subject property and its market segment.

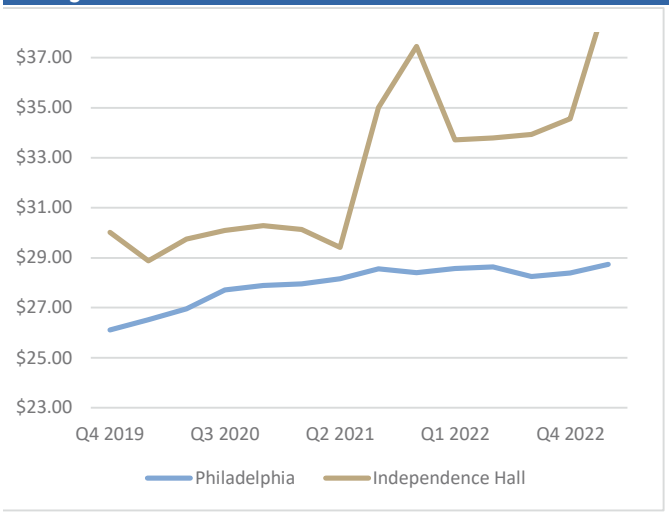
Occupancy Rate



Period	Philadelphia	Independence Hall
Q4 2019	91.9%	91.8%
Q1 2020	91.9%	92.6%
Q2 2020	91.9%	91.4%
Q3 2020	91.5%	90.9%
Q4 2020	90.9%	89.4%
Q1 2021	90.4%	89.1%
Q2 2021	90.2%	86.7%
Q3 2021	90.3%	86.7%
Q4 2021	90.4%	88.1%
Q1 2022	90.0%	88.8%
Q2 2022	90.2%	89.3%
Q3 2022	89.9%	88.5%
Q4 2022	89.6%	88.5%
Q1 2023	89.5%	88.0%

Source: Costar; Compiled by [redacted]

Asking Rent Per SF



Period	Philadelphia	Independence Hall
Q4 2019	$26.11	$30.02
Q1 2020	$26.53	$28.87
Q2 2020	$26.96	$29.75
Q3 2020	$27.72	$30.09
Q4 2020	$27.89	$30.28
Q1 2021	$27.95	$30.13
Q2 2021	$28.15	$29.42
Q3 2021	$28.56	$35.00
Q4 2021	$28.40	$37.46
Q1 2022	$28.57	$33.71
Q2 2022	$28.64	$33.79
Q3 2022	$28.25	$33.93
Q4 2022	$28.39	$34.55
Q1 2023	$28.73	$39.53

Source: Costar; Compiled by [redacted]

Office Market Statistics

Trailing Four Quarters Ended Q1 2023

Market / Submarket	Inventory (SF)	Completions (SF)	Vacancy (%)	Net Absorption (SF)	Office Gross Rent Overall / SF	Office Base Rent Overall / SF
Philadelphia	325,342,395	1,006,150	10.50%	-955,186	$28.73	$24.21
Independence Hall	9,451,316	0	12.00%	-75,849	$39.53	$35.48

Source: Costar; Compiled by [redacted]

- The average vacancy rate for the subject submarket is modestly lower than that of the overall market area.
- The average rental rate for Independence Hall is higher than the overall Philadelphia market. The Independence Hall submarket is considered an upper tier as compared to the other submarkets in the overall Philadelphia area due to its position within the CBD.
- New construction in the submarket has halted as a result of the COVID-19 pandemic and continued prominence of work from home/flexible office hours.

Market and Submarket Trends

Office Market Trends

	Philadelphia				Independence Hall			
	Inventory (SF)	Completions (SF)	Vacancy %	Office Gross Rent Overall / SF	Inventory (SF)	Completions (SF)	Vacancy %	Office Gross Rent Overall / SF
Q1 2021	322,787,674	32,000	9.6%	$27.95	9,451,316	0	10.9%	$30.13
Q2 2021	322,965,308	177,634	9.8%	$28.15	9,451,316	0	13.3%	$29.42
Q3 2021	323,901,135	935,827	9.7%	$28.56	9,451,316	0	13.3%	$35.00
Q4 2021	324,033,562	132,427	9.6%	$28.40	9,451,316	0	11.9%	$37.46
Q1 2022	324,336,245	302,683	10.0%	$28.57	9,451,316	0	11.2%	$33.71
Q2 2022	324,389,909	53,664	9.8%	$28.64	9,451,316	0	10.7%	$33.79
Q3 2022	324,923,195	533,286	10.1%	$28.25	9,451,316	0	11.5%	$33.93
Q4 2022	325,342,395	419,200	10.4%	$28.39	9,451,316	0	11.5%	$34.55
Q1 2023	325,342,395	0	10.5%	$28.73	9,451,316	0	12.0%	$39.53

** Forecast*

Source: Costar; Compiled by [redacted]

- Market rental rates for the overall Philadelphia area have remained virtually unchanged over the past two years, while the subject's submarket has increased significantly in Q1 2023, up $10.00 per square foot from Q2 2021.
- On the other hand, vacancy rates have remained steady, fluctuating between 10.7% to 13.3% over the last three years.

Supply & Demand

Construction Versus Absorption

Construction/Absorption Change									
Market / Submarket	Prior Calendar Years History								
	Prior Calendar Year History			Prior Three Year History			Prior Five Year History		
	SF Built	SF Absorbed	Const. / Abs. Ratio	SF Built	SF Absorbed	Const. / Abs. Ratio	SF Built	SF Absorbed	Const. / Abs. Ratio
Philadelphia	1,308,833	-1,393,968	-0.9	3,687,346	-3,893,072	-0.9	8,395,137	-266,573	-31.5
Independence Hall	0	43,193	0.0	3,261	-307,141	0.0	3,261	-33,109	-0.1

Source: Costar; Compiled by [redacted]

– Absorption in the Center City submarket has been negative over the past 5 years, however, this is primarily due to the effects of the COVID-19 pandemic on the office market.

Trends and Projections

Subject and Market Historical and Forecast Trends

Market Vacancy Rate Indicators					
	Current	Most Recent Full Year	Trailing 3-Year	Trailing 5-Year	Trailing 10-Year
Costar					
Philadelphia	10.50%	10.40%	9.10%	7.80%	9.70%
Independence Hall	12.00%	11.50%	10.60%	9.90%	9.50%
Concluded Subject Vacancy Rate	12.00%				

Source: Costar, [redacted]

– [redacted] expects the mix of property fundamentals and economic conditions in the area to dip in the interim period and slowly improve thereafter. At time of inspection, numerous 'for lease' signs were observed in the immediate area for office space.

– We have concluded a stabilized vacancy rate of 12% given the uncertain economic picture and extended stabilization period as projected. To this we also add 1.00% for collection loss.

Land and Site Analysis



Tax Map

[redacted]


National Flood Hazard Layer FIRMette
FEMA
75°9'4"W 39°57'17"N
City of Philadelphia
AREA OF MINIMAL FLOOD HAZARD
Zone X
420757
4207570184H
eff. 11/18/2015
Zone AE
(EL 11 Feet)
75°8'26"W 39°56'49"N
0 250 500 1,000 1,500 2,000 Feet
1:6,000
Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Flood Map

Land Description	
Total Land Area - The Daniel Building	1.39 Acres (60,605 SF)
Usable Land Area - The Daniel Building	1.39 Acres (60,605 SF)
Excess Land Area	None
Surplus Land Area	None
Source of Land Area	Public Records
Percent of Interest in the Common Elements	28.57%
Site Characteristics	
Primary Street Frontage	N. 3rd Street
Traffic Control at Entry	None
Traffic Flow	Moderate
Accessibility Rating	Above Average
Visibility Rating	Good
Shape	Rectangular
Corner	No
Topography	Level
Easement/Encroachments	None Noted
Environmental Issue	None Noted
Flood Zone Analysis	
Flood Area Panel Number	4207570184H
Date	11/18/2015
Zone	Zone X
Description	Area of minimal flood hazard, usually depicted on Flood Insurance Rate Maps as above the 500-year flood level.
Insurance Required?	No
Utilities	
Utility Services	Electricity, gas, sewer, water

Compiled by [redacted]

EXCESS OR SURPLUS LAND

Analysis of the site and current use indicates that there is not an area of the site that is not in use and would be viewed as excess / surplus land.

EASEMENTS, ENCROACHMENTS AND RESTRICTIONS

We were not provided a current title report to review. Further, there do not appear to be any easements, encroachments, or restrictions other than those that are typical for the property type. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

ENVIRONMENTAL ISSUES

No environmental issues were observed or reported. [redacted] is not qualified to detect the existence of potentially hazardous issues such as soil contaminants, the presence of abandoned underground tanks, or other below-ground sources of potential site contamination. The existence of such substances may affect the value of the property. For this assignment, we have specifically assumed that any hazardous materials that would cause a loss in value do not affect the subject.

CONCLUSION

Overall, the site is considered to have good functionality by means of accessibility.

Zoning and Legal Restrictions



Zoning Map

Zoning Summary

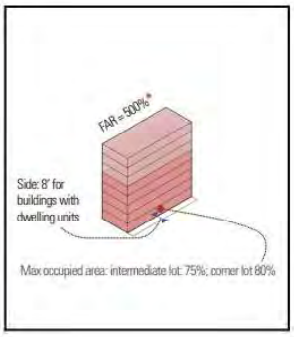
Category	Description
Zoning Jurisdiction	City of Philadelphia
Zoning Designation	CMX3
Description	Community Commercial Mixed-Use
Legally Conforming?	Yes
Zoning Change Likely?	Unlikely
Permitted Uses	Multifamily, Office, Retail
Maximum Occupied Area	75%
Maximum Floor Area Ratio	500%

Compiled by [redacted]

Table 14-701-3: Dimensional Standards for Commercial Districts



Max. Occupied Area	Lot: Intermediate 75% Corner 80%
Min. Side Yard Width	8 ft. if used for buildings containing dwelling units
Max. Floor Area Ratio	500%* With additional bonuses



We are not experts in the interpretation of zoning ordinances. A qualified land use/zoning expert should be engaged if there are any zoning concerns or if a determination of compliance with zoning is required.

Improvements Analysis

The “Subject Property” is an assemblage of four office condominiums within the 7-story mixed-use building known as The Daniel Building. The property was constructed in 1927 and most recently renovated in 2008. The mid-block site contains 1.39 acres (60,605 square feet) and is located in the Old City neighborhood of Center City Philadelphia. The improvements were in excellent condition at time of inspection and contain a combined 13,075 square feet, net rentable area. The assemblage of office condominiums accounts for approximately 29% interest in the common elements.

Unit 101 has a separate entrance along N. 3rd Street and contains an internal stairwell to Unit 201, located on the second floor. The lower level of Unit 101 can only be accessed via the internal fire escape stairwell in the rear of the building. Unit 102 also has a separate entrance along N. 3rd Street and contains an internal stairwell to the lower level suite. Unit 202 can only be accessed via the common area elevator or internal fire escape stairwell. We valued the assemblage of four office condominiums as one single economic unit as they have been historically operating as such. The improvements are more fully described in the following table.



Front View of The Daniel Building

Improvements Description	
Component Structures	
Improvements (Structures)	Primary Use
General Improvement Type	Office
Use Description	Mid Rise
No. Buildings	1
GBA (SF)	13,075
Rentable SF	13,075
% Occupied	100%
Construction Status	Existing, Stabilized Operations
Construction Class	C
Quality	Good
Current Condition	Excellent
Age/Life Depreciation Analysis	
Year Built	1927
Year Renovated	2008
Actual Age (Yrs.)	96
Economic Life (Yrs.)	60
Effective Age (Yrs.)	10
Remaining Economic Life (Yrs.)	50
Percent Depreciation	16.67%
Floor Area Analysis	
Number of Stories	7
Max Ceiling Height (Ft)	10 ft. on lower levels; 14 ft. on upper levels
Site Coverage	100% (Condo)
Parking Type	No off-street parking for units
Construction Details	**Mid Rise**
Foundation	Concrete block
Basement	Full basement consisting of the lower levels of Units 101 and 201, along with unfinished utility space for the building
Structural Frame/Construction Summary	Masonry
Exterior Walls	Brick and stucco
Windows	Double pane (Low-E) industrial-style replacement windows
Roof	Flat rolled tar, presumed
Interior Finish	Mid Rise
Floors	Poured concrete flooring throughout; ceramic tile flooring in restrooms
Walls	Textured and painted sheetrock
Ceilings	Insulated ceiling with fireproofing and exposed ductwork
Lighting	Ceiling-suspended led, halogen, and incandescent lighting

[redacted]

Engineering & Mechanical	Mid Rise
HVAC	Forced warm air heat; central air conditioning
Electrical	Assumed adequate
Plumbing	Assumed adequate
Utility Meters	Individually metered gas and electric
Elevators	1 passenger/1 freight
Rest Rooms	Individual partial and full bathrooms
Fire Sprinklers	Wet

Compiled by [redacted]

SPACE TYPE/CLASSIFICATION

Improvements Summary

Building Summary	Property Type	No. Buildings	Rentable SF	Occupied SF
Primary Use	Office-Mid Rise	1	13,075	13,075

Compiled by [redacted]

PROPERTY CONDITION

Recent Renovations

The building was renovated in 2008 and is in excellent condition. A breakdown of renovations was not available.

Deferred Maintenance

Our observation of the property indicated no significant items of deferred maintenance.

OTHER PROPERTY CONSIDERATIONS

Functional Utility

Based on our inspection and consideration of its current and/or future use, there do not appear to be any significant items of functional obsolescence, though the lower level of Unit 101 does not have an exterior entrance and cannot be accessed internally through the ground floor of Unit 101. The lower level unit can only be accessed via the common area fire escape stairwell towards the rear of the building.

ADA Compliance

Based on our observation as well as any information provided, no ADA compliance issues were noted. However, the client is advised to obtain review by a qualified professional versed in ADA compliance as we do not have expertise.

Environmental Assessment

Although requested, we were not provided a Phase I Environmental Assessment. We did not observe any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the improvements. However, it is noted that we did not search for such materials and are not qualified to detect such materials. The existence of said hazardous materials (if any) may have an effect on the value of the property. Therefore, for the purpose of this appraisal, we have specifically assumed that the property is not affected by any hazardous materials that may be present on or in the improvements. We strongly recommend that a qualified environmental engineering firm be retained by the Client prior to making a business decision.

Personal Property

No personal property items were observed that would have any material contribution to market value.

CONCLUSION

The improvements are of good quality construction and are in excellent condition, having been renovated in 2008. Overall, the improvements are well suited for the existing use.

Real Estate Taxes

Real estate taxes in Pennsylvania are assessed under the jurisdiction of the individual counties that comprise the region. They are derived on an ad valorem basis with a total taxation reflecting the application of appropriate tax rates to a proportion of perceived market value – known as assessed value. These tax rates, or millage rates, are assembled from three components, applicable to their specific county authorities, local municipalities, and school districts. They are then applied on an annual dollar for dollar basis per $1,000 of total assessed value. It is further noted that the counties and municipalities set their tax rates on a calendar year and school districts typically operate on a fiscal year. In the City of Philadelphia, the Office of Property Assessment (OPA) has affirmed a tax rate of 1.3998% through 2023.

Real estate taxes and assessments for the subject for the 2023 tax year are shown in the following table. The current assessed value is identical to the concluded market value present herein, given Philadelphia's Actual Value Initiative. Also included in the table below are OCD (Old City District) taxes that are levied on each unit. These figures were confirmed with a representative of the district.

Taxes and Assessments

Tax Year 2023	Assessor's Market Value				Assessed Value			Tax Rates	Taxes and Assessments		
ax ID	Land	Improvements	Total	Assessment Ratio	Land	Improvements	Total	Land & Improvements	Ad Valorem Taxes	Old City District Taxes	Total
888059142	$60,605	$405,595	$466,200	100.0%	$60,605	$405,595	$466,200	1.3998%	$6,526	$359	$6,885
888059144	$60,605	$405,595	$466,200	100.0%	$60,605	$405,595	$466,200	1.3998%	$6,526	$354	$6,880
888059146	$89,895	$601,605	$691,500	100.0%	$89,895	$601,605	$691,500	1.3998%	$9,680	$532	$10,212
888059148	$89,895	$601,605	$691,500	100.0%	$89,895	$601,605	$691,500	1.3998%	$9,680	$532	$10,212
	$301,000	$2,014,400	$2,315,400	100.0%	$301,000	$2,014,400	$2,315,400	1.3998%	$32,411	$1,778	$34,189

Compiled by [redacted]

In Pennsylvania, properties are not automatically reassessed upon sale. Reassessments may be triggered by the issuance of building permits to improve a property, or through the appeal by a proper authority (i.e. school district/municipality) or individual taxpayer. In the City of Philadelphia, assessments can change each year by the assessment office. It is noted that the subject may likely be reassessed upon full building completion and occupancy. Therefore, in an attempt to determine appropriate taxation for the property, we analyze the assessments of several competitive properties summarized as follows.

TAX COMPARABLES

Tax Comparables

Tax Year 2023	1	2	3	4	Subject (Actual)
Address	115-119 Cuthbert Street	35 S. 2nd Street	150 S. Independence Mall W.	28 N. 3rd Street, Unit 1	20 North 3rd Street
City, State	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA
Improvements SF	2,312	8,718	10,619	4,767	13,075
Total Assessed Value	$694,500	$1,608,500	$4,244,800	$1,442,100	$2,315,400
Assessed Value/SF	$300.39	$196.65	$399.74	$302.52	$177.09
Total Taxes	$9,722	$22,516	$59,419	$20,187	$34,189
Taxes/SF	$4.21	$2.58	$5.60	$4.23	$2.61

Compiled by [redacted]

For our tax analysis, we have considered similar office condominiums located in Old City. The subject falls in line with the included tax comparables for both assessed value per square foot and taxes per square foot.

Highest and Best Use

AS VACANT

Legally Permissible

The site is zoned CMX3 which allows for multifamily, office, and retail uses. Based on available data and analysis, no other legal restrictions such as easements or deed covenants are present which would impair the utility of the site. Given that surrounding properties have similar zoning and the future land use plan is focused on similar uses as well, it is unlikely that there would be a change of zoning classification. Further information and analysis about the legal restrictions to the subject property is included in the Site Analysis and Zoning and Legal Restrictions sections of this report.

Physically Possible

The subject property has an approximately 29% interest in the common elements of The Daniel Building. The Daniel Building sits on a 1.39 acre mid-block site and is considered to have favorable topography, adequate access, and all necessary utilities to support the range of legally permissible uses. No significant physical limitations were noted. The size of the site is typical for the categories of uses allowed under zoning. In total, the site is physically capable of supporting the legally permissible uses.

Financially Feasible

Of the legally permissible and physically possible uses, only office, retail, or a mixed-use development appears most probable based on observation of surrounding properties as well as the location. These uses are more fully analyzed for their financial feasibility.

Given the underlying market conditions and activity, it appears that only a mixed-use retail/multifamily development would have a sufficient degree of feasibility at this time.

Maximally Productive

The test of maximum productivity is to determine the actual use of the property that results in the highest land value and/or the highest return to the land. It is important to consider the risk of potential uses as a use that may generate the highest returns in cash could also be the riskiest and thus not as likely for a developer to consider. In this case, the maximally productive use is a mixed-use retail/multifamily development. The associated risk is typical and market conditions appear to be supportive.

Highest and Best Use Conclusion – As Vacant

The highest and best use of the subject as though vacant is the development of a mixed-use retail/multifamily development.

AS IMPROVED

Legally Permissible

The existing office improvements appear to be legally conforming with zoning.

Physically Possible

The current improvements conform to the physical characteristics of the site. Therefore, continued office condominium use of the property is reasonably probable and appropriate, given its location on the lower level, ground floor, and second floor of the building.

Financially Feasible

Financial feasibility tends to imply the presence of an income stream. The subject, though, is a typically owner-occupied property and the real estate itself is not expected to generate an income stream. Financial feasibility for such a property is not demonstrated through income methods but through market sales activity. As demonstrated in the sales comparison approach section of this report, there is ongoing sales activity for properties like the subject. Therefore, the continued use of the improvements in this manner is feasible. Since the concluded value as though improved exceeds the value of the underlying land, it follows that removal of the improvements for redevelopment or substantial conversion to an alternative use is not indicated.

Maximally Productive

The existing office improvements are legally permissible, physically possible, and financially feasible. The concluded value as though improved exceeds the value of the underlying land and removal of the improvements for redevelopment or substantial conversion to an alternative use is not indicated based on current neighborhood trends. Given no alternatives, the maximally productive use of the property is consistent with the existing office development.

Highest and Best Use – As Improved

Therefore, the highest and best use of the subject as improved is the existing office property use. The most likely buyer would be an owner-user, single investor, or investment partnership.



Appraisal Methodology

COST APPROACH

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

SALES COMPARISON APPROACH

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the property units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value.

INCOME CAPITALIZATION APPROACH

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

Application of Approaches to Value

Approach	Comments
Cost Approach	The Cost Approach is not applicable and is not utilized in this appraisal.
Sales Comparison Approach	The Sales Comparison Approach is applicable and is utilized in this appraisal.
Income Capitalization Approach	The Income Capitalization Approach is applicable and is utilized in this appraisal.

Compiled by [redacted]

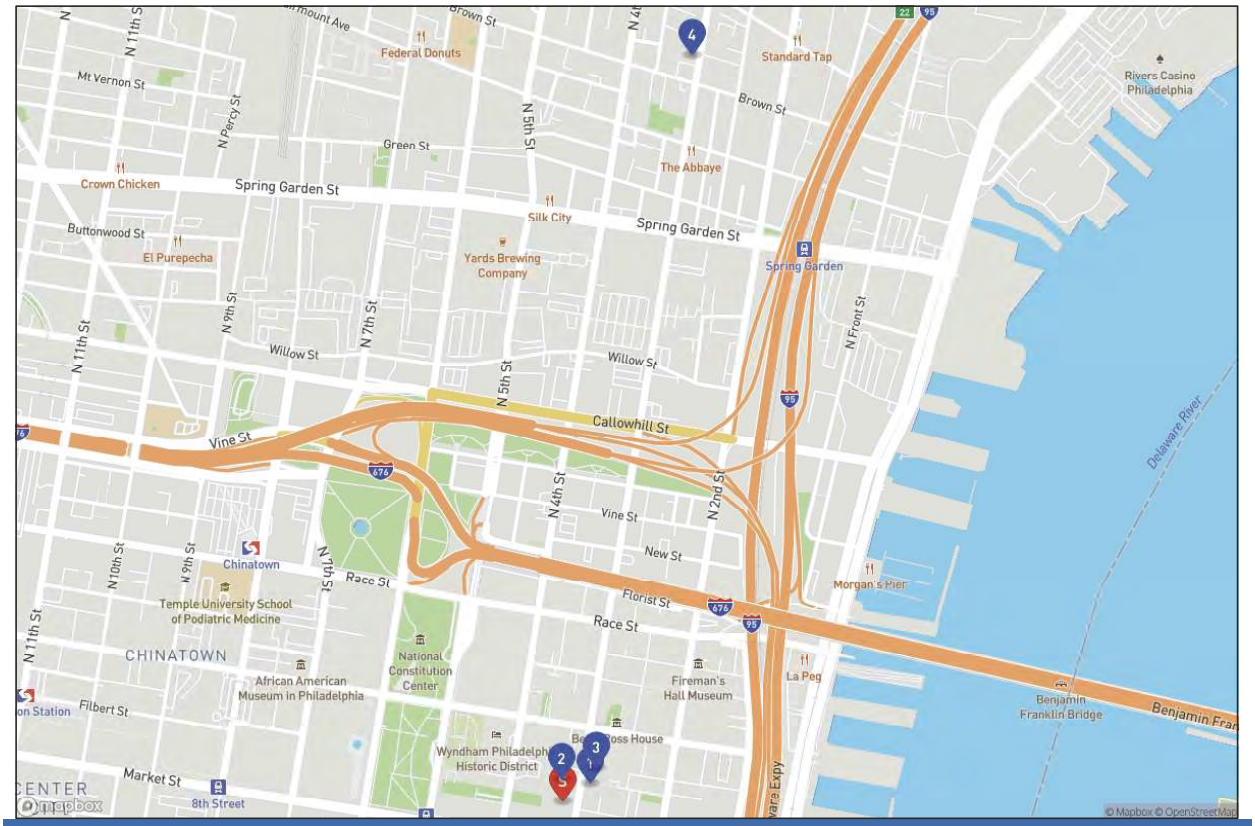
The cost approach was not utilized in this appraisal as market participants considering properties like the subject do not give consideration to the cost approach. The exclusion of this approach is not considered to impact the reliability of the appraisal.

Sales Comparison Approach

The sales comparison approach value is derived by analyzing closed sales, listings, or pending sales of properties that are similar to the subject. The sales comparison approach includes the following steps.

- Research and verify information on properties in the competitive market that are similar to the subject and that have recently sold, are listed for sale, or are under contract.
- Select the most relevant units of comparison in the market and develop a comparative analysis.
- Examine and quantify via adjustments differences between the comparable sales and the subject property using all appropriate elements of comparison.
- Reconcile the various value indications to a value bracket and then a single value indication.

The unit of comparison applied in this sales comparison analysis is price per square foot as it mirrors the primary comparison method used by market participants.



Comparable Map

Comparable Sales Summary

	Subject	Sale 1	Sale 2	Sale 3	Sale 4
					
Address	20 N. 3rd Street, Units 101, 102, 201, 202	27 N. 3rd Street	28 N. 3rd Street, Unit 1	39 N. 3rd Street	808-818 N. 3rd Street
City, State	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA
Rentable Area (SF)	13,075 SF	8,022 SF	10,000 SF	5,733 SF	11,700 SF
Year Built (Renovated)	1927 (2008)	1870 (1986)	1900	1900	1825 (2013)
Occupancy/Owner Occ.	100%	100%	0%	100%	100%
Condition	Excellent	Average	Average	Excellent	Good
Buyer	--	Your Agency Inc	Pea Vine Properties	Samuel N. Lamson	808 N 3rd LLC
Seller	--	27-29 North Third Street Associates	Twenty Eight N. Third Street Development LLC	Mclaughlin Neil & Elizabeth	Cupola, Co.
Interest Conveyed	Fee Simple	Leased Fee	Fee Simple	Leased Fee	Leased Fee
Competitive Class		Class B	Class B	Class B	Class B
Transaction Status	--	Closed	Closed	Closed	Closed
Transaction Date	--	May-23	Apr-22	May-20	Jun-21
Price	--	$1,650,000	$2,400,000	$1,650,000	$3,125,000
Price per SF	--	$205.68	$240.00	$287.81	$267.09

Compiled by [redacted]

ANALYSIS OF IMPROVED COMPARABLE DATA

Property Rights Conveyed

Each of the comparable sales is the transfer of the fee simple interest, therefore no adjustments apply.

Financing

All transactions sold with cash or conventional financing therefore no adjustments apply.

Conditions of Sale

There were no reported sales conditions that affected the sale price.

Market Conditions

The sales took place from May 2020 to May 2023. The office market has remained volatile over the last few years due to the COVID-19 pandemic, changes in work habits, and current economic climate (rising interest rates, high cost of financing, lack of office sales). Given the continued negative outlook for the office market due to these factors, we have applied a -2% annualized adjustment to account for the continued market volatility.

Location/Access/Exposure

Sales 1, 2, and 3 are all located on the same block as the subject. Sale 4 is located on 3rd Street but is further north within the Fairmount neighborhood of Philadelphia. This area is considered slightly inferior thus an upward adjustment is applied for access/exposure.

Size

Sales 1 and 3 both received downward adjustments for their smaller sizes, as smaller properties typically sell for more per square foot. All other properties were considered similar.

Age/Condition/Quality

Sales 1 and 2 received moderate upward adjustments for their average conditions, while Sale 4 received a modest upward adjustment for its good condition.

Parking

Sales 2 and 4 both include several off-street parking spaces therefore a downward adjustment applies.

Functional Utility

All comps received upward adjustments for their exclusion of an elevator. All but one comp included sprinklers, therefore an upward adjustment has also been applied to Sale 3. Given that all four of the subject units are not interconnected, we have applied a downward adjustment to each comp for superior functional utility. For this reason, some of the adjustments cancel out.

Economic Characteristics

Sale 2 received an upward adjustment for inferior economic characteristics and sold entirely vacant.

Summary of Adjustments / Adjustment Grid

Based on our comparative analysis, the following table summarizes the adjustments warranted to each comparable.



Comparable Sales Adjustment Grid					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Address	20 N. 3rd Street, Units	27 N. 3rd Street	28 N. 3rd Street, Unit 1	39 N. 3rd Street	808-818 N. 3rd Street
City	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA
Size (Rentable Area)	13,075 SF	8,022 SF	10,000 SF	5,733 SF	11,700 SF
Year Built (Renovated)	1927 (2008)	1870 (1986)	1900	1900	1825 (2013)
Transaction Type	--	Closed	Closed	Closed	Closed
Transaction Date	--	May-23	Apr-22	May-20	Jun-21
Actual Sale Price	--	$1,650,000	$2,400,000	$1,650,000	$3,125,000
Price per SF	--	$205.68	$240.00	$287.81	$267.09
Occupancy	100%	100%	9%	100%	100%
Transaction Adjustments					
Property Rights		0%	0%	0%	0%
Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Market Conditions (Time)	4/12/2023	0%	-2%	-6%	-4%
Subtotal (adjustments are multiplied)		0%	-2.0%	-6.0%	-4.0%
Transaction Adjusted Price per SF		$205.68	$235.20	$270.54	$256.41
Property Adjustments					
Location/Access/Exposure		0%	0%	0%	5%
Size		-5%	0%	-10%	0%
Age/Condition/Quality		10%	10%	0%	5%
Parking		0%	-5%	0%	-5%
Functional Utility		0%	0%	5%	0%
Economic Characteristics		0%	10%	0%	0%
Subtotal (adjustments are summed)		5%	15%	-5%	5%
Gross Adjustment		15%	27%	21%	19%
Overall Adjustment		5.0%	12.7%	-10.7%	0.8%
Indicated Price per SF		**$215.97**	**$270.48**	**$257.01**	**$269.23**

Compiled by [redacted]

SALES COMPARISON APPROACH CONCLUSION

Office Sales Adjustment Summary			
Price per SF	**Low**	**High**	**Average**
Unadjusted Range	$205.68	$287.81	$250.15
Adjusted Range	$215.97	$270.48	$253.17
Concluded Price per SF Indication			$240.00

Compiled by [redacted]

- Prior to adjustments, the sales reflect a range of $205.68 to $287.81 per square foot.
- After adjustment, the range is narrowed to $215.97 to $270.48 per square foot with an average of $253.17.

[redacted]

Based on the preceding analysis, the value indication by the sales comparison approach is as follows:

Sales Comparison Approach Conclusion		
Reconciliation of Price per SF Indication		**Value Indication**
Adjusted Value Range - Low		$226.25
Adjusted Value Range - High		$282.24
As Is Value - Price per SF	Effective Date: 4/12/2023	$240.00
Subject Rentable Area (SF)		13,075
As Is Value - Price per SF Analysis		$3,138,000
As Is Value - Sales Comparison Approach	Effective Date: 4/12/2023	$3,138,000

Value Indications		
As Is		**Value Indication**
Market Value As Is	Effective Date: 4/12/2023	$3,138,000
Rounded		**$3,100,000**

Compiled by [redacted]

Income Capitalization Approach

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

The direct capitalization method is normally more appropriate for properties with relatively stable operating histories and expectations. The DCF analysis is more appropriate for investment properties with multiple or long-term leases, particularly leases with cancellation clauses or renewal options, and especially in volatile markets.

In this analysis, we utilized only direct capitalization because investors and market participants typically rely more on this method.

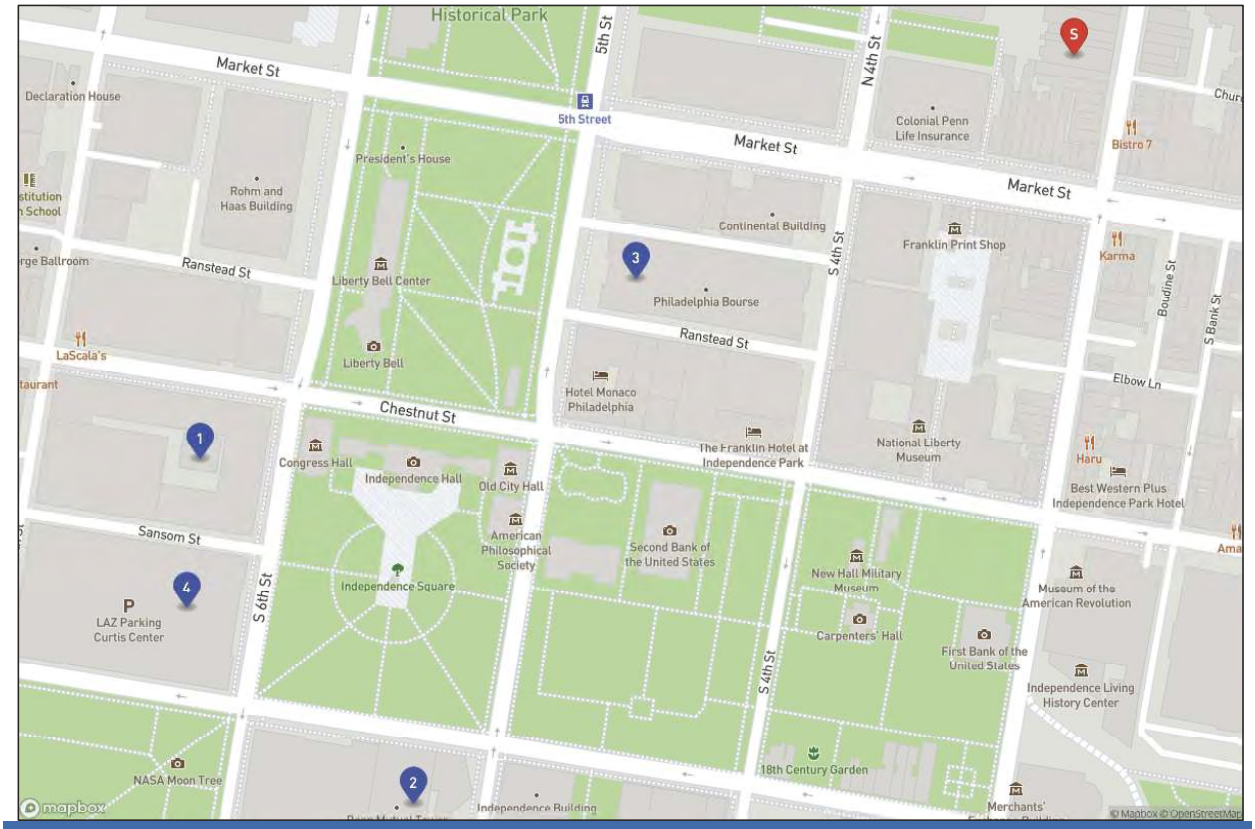
CURRENT OCCUPANT

The subject property consists of four office suites (two on the ground floor with finished lower level space and two on the second floor). The property was entirely owner-occupied at time of inspection.

On the following pages, we have researched and analyzed similar office condominium units to determine the market rent for the subject property.

MARKET RENT ANALYSIS

In estimating market rent for the subject property, we considered actual recent leases from comparable buildings and asking rents from competitive properties (such as those presented in the office market analysis section of this report)



Comparable Map

[redacted]

Comparable Lease Photographs



Comparable One



Comparable Two



Comparable Three



Comparable Four

Analysis of Comparable Leases

Comparable Rentals Summary	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Property Name	The Daniel Building	Public Ledger Building	The Washington	The Bourse Building	The Curtis Center
Address	20 North 3rd Street	150 S. Independence Mall W.	510 Walnut Street	111 S. Independence Mall E.	170 S. Independence Mall West
City, State	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA
Rentable Area (SF)	13,075 SF	534,107 SF	843,715 SF	298,679 SF	779,430 SF
Year Built (Renovated)	1927 (2008)	1927 (2007)	1914 (1991)	1895 (1982)	1909 (1984)
Condition	Excellent	Average	Average	Average	Good
Parking	None	None	None	Surface	Underground Parking Garage
Lease Details					
Lease Status		Signed	Signed	Signed	Signed
Lease Date		Jul-21	Sep-22	Jan-22	Mar-22
Term (Mos.)		60	65	100	65
Lease Size (SF)		10,248	13,331	7,000	10,000
Tenant Name		N/A	Klick Health	Allen & Gerritsen	Lock's Law Firm
Full Building Lease		No	No	No	No
Rates and Measures					
Effective Rental Rate		$27.50	$22.40	$37.50	$28.00
Lease Reimbursement Method		Full Service + TE	Triple Net	Full Service	Full Service + TE

Compiled by [redacted]

The following table summarizes the adjustments made to each comparable.

Comparable Rentals Adjustment Grid	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Property Name	The Daniel Building	Public Ledger Building	The Washington	The Bourse Building	The Curtis Center
Address	20 North 3rd Street	150 S. Independence Mall W.	510 Walnut Street	111 S. Independence Mall E.	170 S. Independence Mall West
Lease Date		Jul-21	Sep-22	Jan-22	Mar-22
Term (Mos.)		60	65	100	65
Size (SF)		10,248	13,331	7,000	10,000
Tenant Name		N/A	Klick Health	Allen & Gerritsen	Lock's Law Firm
Full Building Lease		No	No	No	No
Effective Rental Rate		$27.50	$22.40	$37.50	$28.00
Base Rent Escalation Type		Fixed Steps	Fixed Percentage	Fixed Steps	Fixed Percentage
Lease Reimbursement Method		Full Service + TE	Triple Net	Full Service	Full Service + TE
Financial Adjustments					
Expense Structure ($ PSF Adjustment)		($6.00)	$0.00	($6.00)	($6.00)
Expense Structure		-22%	0%	-16%	-21%
Conditions of Lease		0%	0%	0%	0%
Market Conditions (Time)	4/12/2023	-4%	-1%	-3%	-2%
Subtotal		-25%	-1%	-19%	-23%
Financial Adjusted Rent Per SF		$20.64	$22.18	$30.56	$21.56
Physical Adjustments					
Location/Access/Exposure		-5%	-5%	-5%	-5%
Size		0%	0%	-5%	0%
Age/Condition/Quality		10%	10%	10%	0%
Parking		0%	0%	-5%	-5%
Features/Amenities		-5%	-5%	-5%	-5%
Functional Utility		-5%	-5%	-5%	-5%
Subtotal		-5%	-5%	-15%	-20%
Overall Adjustment		-29%	-6%	-31%	-38%
Adjusted Rent Per SF		$19.61	$21.07	$25.97	$17.25
Range of Adjusted Rents	$17.25 - $25.97				
Average	$20.98				
Indicated Rent	$20.00				

Compiled by [redacted]

MARKET RENT CONCLUSION

After analysis, the concluded market base rent for the subject is as follows:

Concluded Market Lease Terms

MLA Category	Rentable SF	Market Rent	Measure	Rent Escalations	Reimbursement Method	Term (Mos.)	Mos. Free
Office Condominium	13,075	$20.00	$/SF/Year	2.50%/year	Triple Net	60	0

Compiled by [redacted]

Escalation Conclusion

Our research suggests that a 2.5% annual escalation is typical for office space and accounts for rising inflation.

Expense Reimbursement Structure Conclusion

Our analysis of the subject's office market indicates that a majority of the leases are written on either a full service or triple net basis. Given that the subject is a condominium unit, we have applied triple net lease terms which is more typical of the market. In this case, the tenant would be responsible for real estate taxes, insurance, rent association fees, and repairs and maintenance.

Lease Term Conclusion

We have determined that a lease term of 60 months is reasonable, given the shift in demand away from long-term leases of office space.

Months Free

None of the comparable office leases include free months of rent, therefore we have excluded a deduction from our concluded market lease terms.

Tenant Improvement Conclusion

Comparable leases do not include allowances for tenant improvements. Basic cosmetic upgrades (painting/carpeting for example) are typical upon tenant turnover.

GROSS INCOME ESTIMATE

Potential Gross Rent

Potential Gross Rent			
	Leased	Potential Rent At Market	
MLA Category	SF	Annual	$/SF/Yr
Occupied Space			
Office Condominium	13,075	$261,500	$20.00

Compiled by [redacted]

– For the direct capitalization analysis, potential gross rent is based on the previously established market rent.

Operating History

Three years of historical operating data, trailing 12 month data, year-to-date, and a current budget for the property were requested. Two years of historical operating data were provided. As appropriate, the owner's operating expenses are reclassified into standard categories and exclude items that do not reflect normal operating expenses for this type of property. This property is owner-occupied therefore no revenue has been reported.

The condominium fee for each unit is $785 per month ($37,680 annually). Based on our review of the 2022 budget for 20 N. 3rd Street Condo Association, the following expenses are included in the monthly fee: property management, property insurance, repairs and maintenance, pest control, snow/trash removal, common area maintenance, electric and water, and replacement reserves.

The reclassification is done for proper analysis against comparable data and industry benchmarks as appropriate. Because the historical operating data statements use different names for some categories and it is not always immediately apparent which expenses belong to which standard expense category, the following provides a mapping of these expenses. The categories on the historical operating statements are in the far left column while the [redacted] Revenue or Operating Expense Category" are the categories used in this analysis for that line item.

Application of [redacted] Account Standards to Owner's Revenue and Expenses

Actual or Proforma		Actuals	Actuals
Period Length		12 Mos.	12 Mos.
Period Ending		12/31/2021	12/31/2022
SF		13,075	13,075
Owner's Operating Expense Category	**[redacted] Operating Expense Category**		
Bank Fees	General and Administrative	$0	$103
Insurance	Insurance	$3,673	$7,611
Repairs and Maintenance	Repairs and Maintenance	$0	$26,612
Rent - Association Fees	General and Administrative	$35,620	$0
Licenses, Property, and other Taxes	Real Estate Taxes	$29,735	$0
Management & Professional Fees	Management	$0	$4,137
Total Operating Expenses	Total Operating Expenses	$69,028	$38,463

Compiled by [redacted]

Operating History and Projections

Period Length	12 Mos.		12 Mos.		[redacted]	
Period Ending	12/31/2021		12/31/2022		Projection	
Occupancy	100.0%		100.0%		88.0%	
SF		13,075		13,075		13,075
Office Income	**Total $**	**$/SF**	**Total $**	**$/SF**	**Total $**	**$/SF**
Potential Base Rent	$0	$0.00	$0	$0.00	$261,500	$20.00
Scheduled Base Rent	$0	$0.00	$0	$0.00	$261,500	$20.00
Expense Recoveries	$0	$0.00	$0	$0.00	$71,869	$5.50
Total Tenant Revenue	$0	$0.00	$0	$0.00	$333,369	$25.50
Potential Gross Income	$0	$0.00	$0	$0.00	$333,369	$25.50
Vacancy Allowance	$0	$0.00	$0	$0.00	($40,004)	($3.06)
Collection Allowance	$0	$0.00	$0	$0.00	($3,334)	($0.25)
Effective Gross Income	**$0**	**$0.00**	**$0**	**$0.00**	**$290,031**	**$22.18**

Operating Expenses	**Total $**	**$/SF**	**Total $**	**$/SF**	**Total $**	**$/SF**
Real Estate Taxes	$29,735	$2.27	$0	$0.00	$34,189	$2.61
Insurance	$3,673	$0.28	$7,611	$0.58	$6,015	$0.46
Repairs and Maintenance	$0	$0.00	$26,612	$2.04	$13,075	$1.00
General and Administrative	$35,620	$2.72	$103	$0.01	$3,269	$0.25
Management	$0	$0.00	$4,137	$0.32	$8,701	$0.67
Replacement Reserves	$0	$0.00	$0	$0.00	$3,269	$0.25
Total Operating Expenses	$69,028	$5.28	$38,463	$2.94	$75,055	$5.74
Operating Expense Ratio	N/A		N/A		25.9%	
Net Operating Income	**N/A**	**N/A**	**N/A**	**N/A**	**$214,976**	**$16.44**

Compiled by [redacted]

Potential Base Rent

The following depicts the potential base rent for the property if leased at a market rental rate.

Potential Base Rent

Subject	$/SF	Total
[redacted]	$20.00	$261,500

Compiled by [redacted]

– As previously mentioned, we conclude triple net lease terms for the subject and include a line item for expense reimbursements.

Expense Reimbursement

Expense Recoveries

Subject	$/SF	Total
[redacted]	$5.50	$71,869

Compiled by [redacted]

– Expense reimbursements for the subject include real estate taxes and the condominium fee (insurance, repairs and maintenance, utilities, management, and replacement reserves).

Total Tenant Revenue

Total tenant revenue incorporates the potential base rent for the subject plus expense reimbursements.

Total Tenant Revenue

Subject	$/SF	Total
[redacted]	$25.50	$333,369

Compiled by [redacted]

Vacancy & Collection Loss Allowance

Vacancy Allowance

Market Vacancy Rate Indicators

	Current	Most Recent Full Year	Trailing 3-Year	Trailing 5-Year	Trailing 10-Year
Costar					
Philadelphia	10.50%	10.40%	9.10%	7.80%	9.70%
Independence Hall	12.00%	11.50%	10.60%	9.90%	9.50%
Concluded Subject Vacancy Rate	12.00%				

Source: Costar, [redacted]

- The vacancy estimate for the subject was previously developed in the market analysis section of this report and was determined to be 12.00%.

Collection Loss

- Based on available data and analysis, the concluded collection loss allowance is 1.00%.

Combined Vacancy and Collection Loss Conclusion

- Based on this analysis, the total stabilized vacancy and collection loss allowance for the subject is 13.00%.

Effective Gross Income

Effective Gross Income

Subject	$/SF	Total
[redacted]	$22.18	$290,031

Compiled by [redacted]

OPERATING EXPENSE ANALYSIS

Expense data for the subject and comparable properties are summarized in the following table.

Expense Analysis Per SF							
	Comp 1	Comp 2	Comp 3	Comp 4	Subject Historical and Projections		
Year Built	1920 (1994)	1970 (2019)	1916 (2000)	1900 (2018)		1900	
SF	6,295	9,450	4,600	18,455	13,075	13,075	13,075
Operating Data Type	Actual	Actual	Actual	Actual	Actual	Actual	[redacted]
Year	2020	2021	2020	2022	2021	2022	**Projection**
Operating Expenses Per SF							
Real Estate Taxes	$4.84	$7.84	$5.18	$2.51	$2.27	$0.00	$2.61
Insurance	$0.97	$1.73	$1.15	$0.95	$0.28	$0.58	$0.46
Utilities	$0.00	$2.59	$0.00	$1.80	$0.00	$0.00	$0.50
Repairs and Maintenance	$0.00	$0.00	$0.00	$0.72	$0.00	$2.04	$1.00
General and Administrative	$2.29	$2.48	$1.15	$1.22	$0.00	$0.01	$0.25
Management	$2.80	$2.64	$3.04	$0.90	$0.00	$0.32	$0.67
Replacement Reserves	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.25
Total Operating Expenses Per SF	$10.90	$17.28	$10.52	$8.10	$2.56	$2.94	$5.74

Compiled by [redacted]

Real Estate Taxes

Real Estate Taxes		
Source	**$/SF**	**Total**
Comparables Low	$2.51	
Comparables High	$7.84	
Comparables Average	$5.09	
Subject		
2021 (Actual Operations)	$2.27	$29,735
2022 (Actual Operations)	$0.00	$0
[redacted]	$2.61	$34,189

Compiled by [redacted]

– This expense category includes all local, county, and state property tax levies. Our projection is based on the property assessment and tax rate for the subject, as discussed previously in the Real Estate Tax Analysis.

Insurance

Insurance		
Source	**$/SF**	**Total**
Subject		
2021 (Actual Operations)	$0.28	$3,673
2022 (Actual Operations)	$0.58	$7,611
[redacted]	$0.46	$6,015

Compiled by [redacted]

– Our estimate is similar to the most recent year of operating history for the property.

Utilities

Utilities		
Source	**$/SF**	**Total**
Comparables Low	$0.00	
Comparables High	$2.59	
Comparables Average	$1.10	
Subject		
2021 (Actual Operations)	$0.00	$0
2022 (Actual Operations)	$0.00	$0
[redacted]	$0.50	$6,538

Compiled by [redacted]

– The provided historical operating expenses does not account for utilities as they are included in the condominium fee. For valuation purposes, we have estimated the utilities for the subject and include them in expense reimbursements.

Repairs and Maintenance

Repairs and Maintenance		
Source	**$/SF**	**Total**
Comparables Low	$0.00	
Comparables High	$0.72	
Comparables Average	$0.18	
Subject		
2021 (Actual Operations)	$0.00	$0
2022 (Actual Operations)	$2.04	$26,612
[redacted]	$1.00	$13,075

Compiled by [redacted]

– We've estimated a lower cost for repairs and maintenance which is more typical of the market.

General and Administrative

General and Administrative		
Source	**$/SF**	**Total**
Subject		
2021 (Actual Operations)	$2.72	$35,620
2022 (Actual Operations)	$0.01	$103
[redacted]	$0.25	$3,269

Compiled by [redacted]

- For purposes of our analysis, we estimated a general and administrative amount of $0.25 per square foot, however we note that the historical general and administrative amount is inclusive of the condominium fee ($785/unit or $2.88/SF).
- The condominium fee includes insurance, repairs and maintenance, management, utilities, and replacement reserves. We broke out these expenses in our projection for each individual item, as estimated by the expense comps included in this section.

Management

Management		
Source	**$/SF**	**Total**
Comparables Low	$0.90	
Comparables High	$3.04	
Comparables Average	$2.35	
Subject		
2021 (Actual Operations)	$0.00	$0
2022 (Actual Operations)	$0.32	$4,137
[redacted]	$0.67	$8,701

Compiled by [redacted]

- Management fees typically range from 2% to 5% of the effective gross income. We've utilized a 3% management fee which is standard for this property type.

Replacement Reserves

Replacement Reserves		
Source	**$/SF**	**Total**
[redacted]	$0.25	$3,269

Compiled by [redacted]

- Replacement reserves are not included as an expense in the historical operating data that was provided for us. Our projection of expenses includes a line item for replacement reserves which serve as a rainy day fund for any repairs or updates not included in the condominium fee.

Total Operating Expenses

Total Operating Expenses		
Source	**$/SF**	**Total**
Comparables Low	$8.10	
Comparables High	$17.28	
Comparables Average	$11.70	
Subject		
2021 (Actual Operations)	$5.28	$69,028
2022 (Actual Operations)	$2.94	$38,463
[redacted]	$5.74	$75,056

Compiled by [redacted]

- Our projected total operating expenses are similar to the reported historical operating expenses for the property.

NET OPERATING INCOME

Net Operating Income		
Source	**$/SF**	**Total**
[redacted]	$16.44	$214,975

Compiled by [redacted]

CAP RATE AND VALUE CHANGES – EARLY 2Q 2023

As we all know, the national and global economies are shaky and interest rate changes are having a significant impact on the commercial real estate market. The Federal Reserve has raised the Federal Funds Rate to a range of 4.50% to 4.75% and continues to signal further increases.

The impacts to both the residential and commercial real estate markets have been material as borrowing costs have increased significantly. “Rescue equity” has been observed replacing some of the capital shortfalls as values decline and cost of debt rises. Further, negative leverage is occurring as mortgage rates trend above capitalization rates and this is unsustainable. Transactions have slowed, deals have stalled, and there has been a lack of current data points which has reduced clarity with respect to price discovery and valuations. The majority of investors surveyed by PwC expect capitalization rates to increase over the next six months.

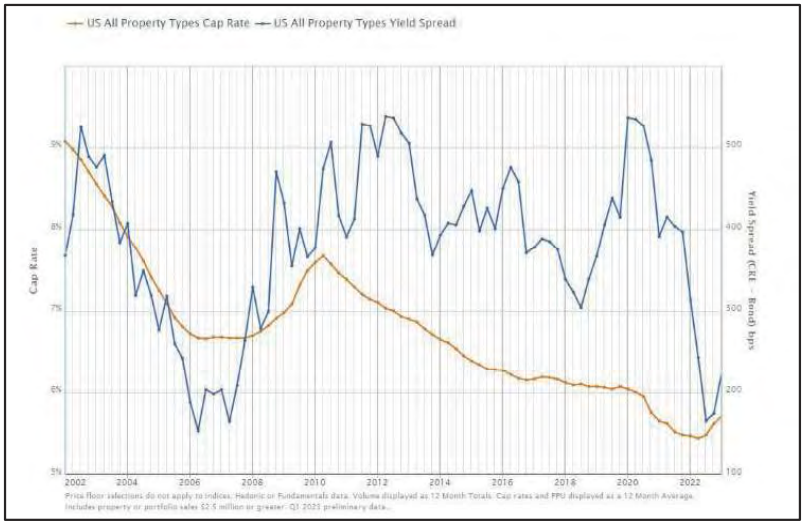
Real Capital Analytics reported in their Q1 2023 Capital Trends publication that “Deal volume is down at double-digit rates from a year earlier, prices are in retreat and cap rates are ticking upward.” “The RCA CPPI National All-Property Index fell 8.0% from a year earlier in the first quarter, marking two consecutive quarters of year-over-year declines.”

Cost of Capital

The increase in base interest rates directly affects financing rates. Various debt sources are quoting and achieving mortgage interest rates of 6% and above with bank financing commonly at 7% and above. This is creating a situation where debt coverage ratios are too low based on existing cash flows and this, in turn, is forcing lower leverage and greater equity positions. Where stress testing is employed, the higher stressed rates also tend to force lower leverage. Equity funds generally carry higher rates of return than debt and this translates to higher capitalization rates as well.

Capitalization Rates

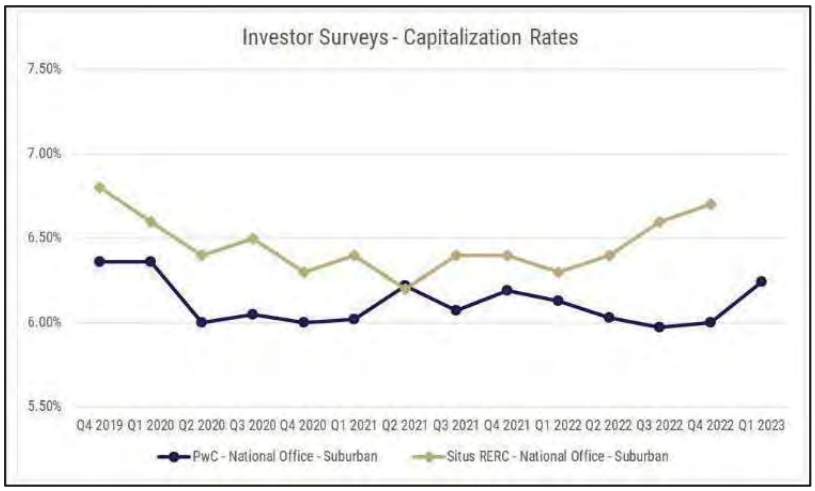
The majority of investors surveyed by PwC for their First Quarter 2023 Real Estate Investor Survey expect capitalization rates to increase over the next six months. This translates to slowing transaction volume but also directly impacts pricing expectations. "We need higher returns due to rising capital costs and additional risk," remarks one investor surveyed by PwC.



In the past, there tended to be a noticeable lag between changes in capitalization rates and underlying financing rates. The graph to the left from Real Capital Analytics depicts the spread between capitalization rates and underlying interest rate yields (bond rates in this case). As interest rates began to climb into 2007, while capitalization rates continued a slow downtrend, the spread fell to below 200 basis points. In 2009, capitalization rates hit a peak while the spread widened to the 350 to 500 basis point range. Very recently (Fourth Quarter 2022 and First Quarter 2023), the spread had again fallen to around 200 basis points largely reflecting investors' continued interest in CRE.

[redacted]

Cap rates have begun reacting. As shown in the graph above, the past three quarters reflected a tick up in the Real Capital Analytics cap rate data (which is based on closed transactions). The graph to the right depicts investor survey data for suburban office properties from PwC and Situs RERC. Situs RERC has reflected upward trending cap rates since the first of 2022 while PwC's data has only recent reflected upward trends. PwC reports that 60% of their respondents expect capitalization rates for suburban office to increase in the next six months while the other 40% expect cap rates for this category to hold steady.



Green Street tracks capitalization rates in six property types in the top 50 MSA's. Their February 2023 Cap Rate Observer, which is inclusive of both REIT and actual transaction data, reflects even more dramatic indicated changes in capitalization rates. The following summarizes the weighted averages for various property types in these 50 top MSA's. Because the index does include REIT returns, it tends to be more reactionary to macro-economic conditions and stock market trends. This makes the Green Street data more reflective of trends as opposed to actual changes now occurring.

Green Street – Cap Rate Observer – February 2023

Property Type Sector	March 22 Cap Rates	March 23 Cap Rates	One Year ▲ (bps)
Apartment	3.9%	5.2%	+130
Industrial	3.9%	4.6%	+70
Office	6.5%	8.7%	+220
Strip Center	5.5%	6.6%	+110
Self-Storage	4.3%	5.1%	+80
Single-Family Rental	4.6%	5.1%	+50

Compiled by [redacted]

Investors expect, and the data is showing, that capitalization rates are increasing. We have also heard of specific transaction examples including repricing of deals and simply offers at lower levels owing to the increased cost of capital – not to mention other economic factors such as inflation, recession, supply chain, Ukraine, etc.

[redacted]

Property Values

Property values are declining both from transactional evidence and from REIT valuations. The graph to the right from Green Street is their most recent Commercial Property Price Index report on February 6, 2023 reflects the change from the recent peak.



Green Street CPPI®: Sector-Level Indexes

	Index Value	Change in Commercial Property Values		
		Past Month	Past 12 Mos	Recent Peak
All Property	131.4	-0.2%	-15%	-15%
Core Sector	130.5	-0.2%	-18%	-18%
Apartment	150.7	0.0%	-21%	-21%
Industrial	221.2	0.0%	-13%	-13%
Mall	79.5	0.0%	-15%	-19%
Office	85.2	0.0%	-25%	-25%
Strip Retail	112.9	-2.0%	-14%	-14%
Health Care	133.6	-0.9%	-10%	-11%
Lodging	108.9	1.2%	-1%	-4%
Manufactured Home Park	283.8	0.0%	-12%	-12%
Net Lease	97.6	0.0%	-16%	-16%
Self-Storage	281.6	1.0%	-10%	-10%

The lead-in to this report stated the following: The Green Street Commercial Property Price Index® decreased by 0.2% in March. The index has fallen by 15% since property prices peaked a year ago.

All property sectors have now turned negative since the recent peak as shown in the table to the left. The largest downturn is in the malls and apartment sectors. The apartment sector appears to have been impacted by financing availability in that agency debt has been priced higher forcing more bank and life insurance company financed transactions. However, it is our understanding the Agencies have recently adjusted terms to capture more potential transactions (such as relaxed prepayment penalties). Self-storage and hotels are the least impacted at this time but still down from their recent peaks.

Again, note that the Green Street data is heavily REIT based and tends to be more volatile than the CRE market by itself and this should be viewed as an indication of trends and not necessarily

absolute change. For the alternate view, Real Capital Analytics data is reflective of closed transactions only.



Deal volume has been falling from recent peaks. According to Real Capital Analytics, investment sales averaged about $87.8b across every first quarter from 2005 to 2019. For first quarter 2023, investment sales totaled $85.0b which means that the first quarter was in line with historical averages. However, against first quarter 2022, sales volume is down 56% this quarter. Demand is clearly falling – which means that pricing will fall as well just from a simple economics supply and demand model. On the other hand, pricing metrics from Real Capital Analytics have not been severely impacted – for first quarter 2023, the price change was only -8.0% year over year. The graph to the right shows price per unit for apartments (orange line) and price per square foot for commercial properties (blue line) – neither has moved significantly downward yet.

Final Thoughts / Action Items

It is important to acknowledge that there is a dearth of transactions in the marketplace which makes it more difficult to determine the impact on cap rates. This is partly a function of the reported disconnect between sellers and buyers – brokers and capital markets professional report this disconnect is as much as 30%.

We have to make sure we are considering data relevant to the property we are appraising. Remember, the definition of market value talks about the buyer and seller being “knowledgeable” and “well informed or well advised”. These individuals will be fully cognizant of the challenges they face from cost of capital and will make appropriate adjustments in their underwriting – this means that we must do the same.

It is beyond important that we use all available sources to properly analyze market value because all of it together provides us the best view. The above is a short review of available data from a macro standpoint but the market participants relevant to the property we are appraising are the most significant data source. We must continuously keep our ears to the ground and talking to investors and brokers which is a must in this environment.

- Investors have become selective, cautious, and tentative as cost of capital has increased.
- Volatility in the market has led to the disconnect between buyers and sellers thus reducing transaction volume – both in number of sales and overall price volume.
- Although the number of transactions has dropped precipitously, market participants are saying that price discovery is demonstrating that values are trending lower.
- Negative leverage is present in the market and this cannot be sustained which is putting downward pressure on values.
- Brokers report re-trades are occurring at lower pricing and higher indicated capitalization rates.
- There is a significant amount of capital (dry powder) from both the debt and equity side waiting to be invested once transactions start occurring.

Comparable Sales

Cap Rates for Recent Sales & Listings of Office Buildings

No.	Property Location	Yr. Built	Sale Date	Rentable Area	Price per SF	OAR
1	32-34 S. Strawberry Street	1881 (2023)	Listing	4,800	$521	6.00%
2	2043 Locust Street	1799 (2007)	Jun-2022	4,815	$239	5.00%
3	310-312 York Avenue	1920	Listing	8,400	$405	6.00%
4	1325-1349 S. 33rd Street	1994 (2015)	Aug-2022	44,840	$210	7.00%
Average (Mean) Cap Rate:						6.00%

Compiled by [redacted]

Investor Surveys

Investor Surveys - Capitalization Rates				
Source	Period	Low	High	Average
PwC - Philadelphia Office - Market	Q4 2022	5.00%	8.50%	6.99%
PwC - National Office - CBD	Q4 2022	4.25%	7.50%	5.75%
Situs RERC - National Office - CBD	Q4 2022	5.00%	8.00%	6.10%
Real Capital Analytics - National Office - Overall	Q4 2022	N/A	N/A	6.92%

Compiled by [redacted]



- The most current national survey data indicates that going-in capitalization rates range from 4.25% to 8.50% and average 6.44%.
- Accordingly, based on the survey data and comparable properties, a capitalization rate within a range of 6.50% to 7.50% could be expected for the subject.

[redacted]

Band of Investment

Band of Investment					
Mortgage/Equity Assumptions					
Loan to Value Ratio	70%				
Interest Rate	6.00%				
Amortization (Years)	25				
Mortgage Constant	0.0773				
Equity Ratio	30%				
Equity Dividend Rate	9.25%				
Weighted Average Of Mortgage/Equity Requirements					
Mortgage Requirement	70%	x	7.73%	=	5.41%
Equity Requirement	30%	x	9.25%	=	2.78%
Indicated Capitalization Rate (Rounded)					**8.25%**

Compiled by [redacted]

- We've included an approximate interest rate of 6.0% on a 25-year amortization and an LTV of less than 70%.
- The equity dividend rate is based on prior testing and extraction as well as alternative investments.

Key Value Considerations

Strengths

1. Each unit was in excellent condition at time of inspection, with the inclusion of sprinklers and elevator access.
2. The subject is located along N. 3rd Street in Old City, which has above average accessibility and good visibility.

National Trends and Uncertainties

1. Federal Reserve interest rate increases and associated effects on cost of capital and investment rates along with credit tightening have impaired transaction volumes.
2. Despite positives such as a healthy job market, at least a mild recession is expected later this year.
3. Easing of inflation, consumer spending, and continued job growth have so far kept the economy growing in spite of interest rate increases and bank system stress.

Capitalization Rate Conclusion

Source	Indication
Comparable Office Sales & Listings	5.00% - 7.00%
Investor Surveys	6.44% - 8.50%
Band of Investment	8.25%
Concluded Going-In Capitalization Rate	7.00%

Compiled by [redacted]

– We have concluded a capitalization rate of 7.00% given the subject's excellent condition and accessible location within Old City.

Direct Capitalization Summary

Net operating income is divided by the capitalization rate to derive the stabilized value of the subject. The as-is value indication is derived through the adjustments noted above. Valuation of the subject by direct capitalization is shown in the table immediately following.

Income Capitalization Approach

Summary of Stabilized Net Operating Income

Item Description	% of Income	$ / SF	Total $
Office Income		13,075 SF	
Potential Base Rent		$20.00	$261,500
Scheduled Base Rent		$20.00	$261,500
Expense Recoveries		$5.50	$71,869
Total Tenant Revenue		$25.50	$333,369
Potential Gross Income		$25.50	$333,369
Vacancy Allowance	-12.00%	($3.06)	($40,004)
Collection Allowance	-1.00%	($0.25)	($3,334)
Effective Gross Income		**$22.18**	**$290,031**
Operating Expenses		13,075 SF	
Real Estate Taxes		$2.61	$34,189
Insurance		$0.46	$6,015
Utilities		$0.50	$6,538
Repairs and Maintenance		$1.00	$13,075
General and Administrative		$0.25	$3,269
Management	3.00%	$0.67	$8,701
Replacement Reserves		$0.25	$3,269
Total Operating Expenses	25.88%	$5.74	$75,055
Net Operating Income		**$16.44**	**$214,976**

Direct Capitalization Method

Value Indication		$ / SF	Total $
Stabilized Net Operating Income		$16.44	$214,976
Overall Capitalization Rate			7.00%
As Is Value	Effective Date: 4/12/2023		$3,071,092
Rounded		**$237.09**	**$3,100,000**

Valuation Matrix

OAR	Value
6.50%	$3,307,330
6.75%	$3,184,836
7.00%	**$3,071,092**
7.25%	$2,965,192
7.50%	$2,866,352

As Is

As Is Value as of Current Date	Effective Date: 4/12/2023		$3,071,092
Rounded		**$237.09**	**$3,100,000**

Compiled by [redacted]

Reconciliation of Value

The values indicated by our analyses are as follows:

Market Value Indications

Market Value Premise As of Date:	As Is April 12, 2023
Cost Approach:	Not Used
Sales Comparison Approach:	$3,100,000
Income Capitalization Approach:	$3,100,000
Market Value Conclusion	$3,100,000

Compiled by [redacted]

Cost Approach

In this case, the cost approach was not utilized due to the age of the improvements which results in significant depreciation thereby reducing the reliability of this approach. More significantly, however, market participants considering properties like the subject do not give consideration to the cost approach.

Sales Comparison Approach

The Sales Comparison Approach is focused on comparing the subject to sale and other market transactions with the aim to develop an indication of value that is founded on the theory of substitution. Basically, the intention is to determine value through considering the prices of properties which would be a substitute property to the subject. The subject property is an owner-occupied property. In this market, it would not be commonly leased and the typical owner would also be the user. Therefore, the sales comparison approach takes on added significance. As the sales comparison approach specifically utilizes sales data from properties acquired for owner-occupancy as well, this approach is given primary weight in this appraisal.

Income Capitalization Approach

The subject property is an owner occupied office property. The income approach was developed on the basis of leasing at market rent. Only direct capitalization was developed in accordance with typical investor analyses. Market rent was well established by reasonably similar lease data. Capitalization rates were developed from a number of sources including the sales and listings of recent office properties. In total, the income capitalization approach is considered to be reliable but, as an owner-occupied property, the income capitalization approach is less applicable than would be typical. This approach is given less weight than the other approaches for that reason.

FINAL VALUE CONCLUSIONS

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value "As Is"	Fee Simple	4/12/2023	$3,100,000

Compiled by [redacted]

Extraordinary Assumptions and Hypothetical Conditions

An extraordinary assumption is defined in USPAP as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results.

1. None

The use of this extraordinary assumption might have affected assignment results.

A hypothetical condition is defined in USPAP as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. The value conclusions are based on the following hypothetical conditions that may affect the assignment results.

1. None

Compiled by [redacted]

EXPOSURE TIME

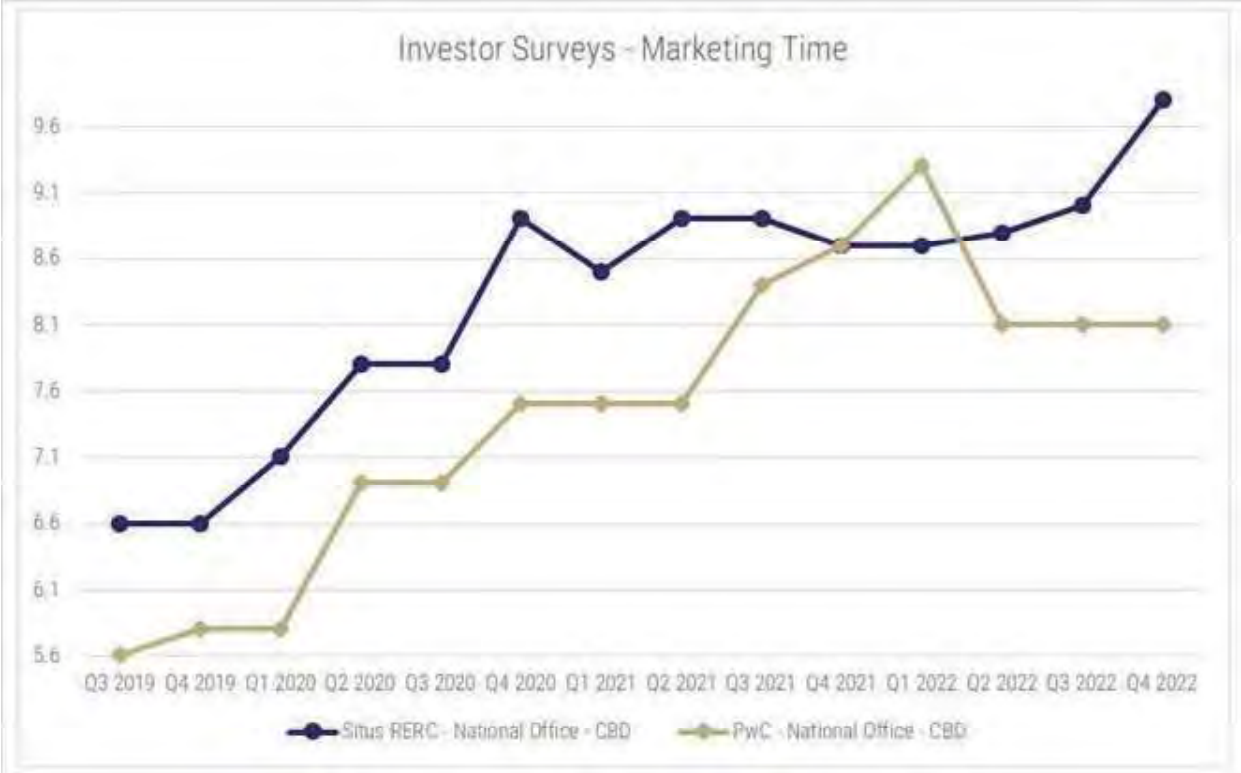
Exposure time is the estimated length of time the subject property would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective estimate based on an analysis of past events assuming a competitive and open market.

The following is national investor survey data which is one source for the underlying data to this conclusion.

Investor Surveys - Marketing Times

Source	Period	Low	High	Average
Situs RERC - National Office - CBD	Q4 2022	N/A	N/A	9.8
PwC - National Office - CBD	Q4 2022	3.0	12.0	8.1

Compiled by [redacted]



Recent sales transaction data for similar properties, supply and demand characteristics for the local office market, and the opinions of local market participants were reviewed and analyzed. Based on this data and analysis, it is our opinion that the probable exposure time for the subject at the concluded market value / values stated previously is 9 to 12 months.

MARKETING TIME

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. As no significant changes in market conditions are foreseen in the near term, it is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 9 to 12 months.

Assumptions and Limiting Conditions

The Appraisal contained in this Report (herein "Report") is subject to the following assumptions and limiting conditions:

1. Unless otherwise stated in this report, title to the property which is the subject of this report (herein "Property") is assumed to be good and marketable and free and clear of all liens and encumbrances and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. No responsibility is assumed for the legal description, zoning, condition of title or any matters which are legal in nature or otherwise require expertise other than that of a professional real estate appraiser. This report shall not constitute a survey of the Property.
2. Unless otherwise stated in this report, it is assumed: that the improvements on the Property are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the Property and improvements conform to all applicable local, state, and federal laws, codes, ordinances and regulations including environmental laws and regulations. No responsibility is assumed for soil or subsoil conditions or engineering or structural matters. The Property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated. The physical condition of the Property reflected in this report is solely based on a visual inspection as typically conducted by a professional appraiser not someone with engineering expertise. Responsible ownership and competent property management are assumed.
3. Unless otherwise stated in this report, this report did not take into consideration the existence of asbestos, PCB transformers or other toxic, hazardous, or contaminated substances or underground storage tanks, or the cost of encapsulation, removal or remediation thereof. Real estate appraisers are not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials and substances may adversely affect the value of the Property. Unless otherwise stated in this report, the opinion of value is predicated on the assumption that there is no such material or substances at, on or in the Property.

4. All statements of fact contained in this report as a basis of the analyses, opinions, and conclusions herein are true and correct to the best of the appraiser's actual knowledge and belief. The appraiser is entitled to and relies upon the accuracy of information and material furnished by the owner of the Property or owner's representatives and on information and data provided by sources upon which members of the appraisal profession typically rely and that are deemed to be reliable by such members. Such information and data obtained from third party sources are assumed to be reliable and have not been independently verified. No warranty is made as to the accuracy of any of such information and data. Any material error in any of the said information or data could have a substantial impact on the conclusions of this Report. The appraiser reserves the right to amend conclusions reported if made aware of any such error.
5. The opinion of value stated in this report is only as of the date of value stated in this report. An appraisal is inherently subjective and the conclusions stated apply only as of said date of value, and no representation is made as to the effect of subsequent events. This report speaks only as of the date hereof.
6. Any projected cash flows included in the analysis are forecasts of estimated future operating characteristics and are predicated on the information and assumptions contained within this report. Any projections of income, expenses and economic conditions utilized in this report are not predictions of the future. Rather, they are estimates of market expectations of future income and expenses. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may vary from the projections considered herein. There is no warranty or assurances that these forecasts will occur. Projections may be affected by circumstances beyond anyone's knowledge or control. Any income and expense estimates contained in this report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
7. The analyses contained in this report may necessarily incorporate numerous estimates and assumptions regarding Property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by the analysis will vary from estimates, and the variations may be material.
8. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraphs, several events may occur that could substantially alter the outcome of the estimates such as, but not limited to changes

in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. In making prospective estimates and forecasts, it is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

9. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This report shall be considered only in its entirety. No part of this report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the Firm. Possession of this report, or a copy hereof, does not carry with it the right of publication.

11. Client and any other Intended User identified herein should consider this report and the opinion of value contained herein as only one factor together with its own independent considerations and underwriting guidelines in making any decision or investment or taking any action regarding the Property. Client agrees that Firm shall not be responsible in any way for any decision of Client or any Intended User related to the Property or for the advice or services provided by any other advisors or contractors. The use of this report and the appraisal contained herein by anyone other than an Intended User identified herein, or for a use other than the Intended Use identified herein, is strictly prohibited. No party other than an Intended User identified herein may rely on this report and the appraisal contained herein.

12. Unless otherwise stated in the agreement to prepare this report, the appraiser shall not be required to participate in or prepare for or attend any judicial, arbitration, or administrative proceedings.

13. The Americans with Disabilities Act (ADA) became effective January 26, 1992. No survey or analysis of the Property has been made in connection with this report to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. No expertise in ADA issues is claimed, and the report renders no opinion regarding the Property's compliance with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

14. Acceptance and/or use of this report constitutes full acceptance of these Assumptions and Limiting Conditions and any others contained in this report, including any Extraordinary Assumptions and Hypothetical Conditions, and is subject to the terms and conditions contained in the agreement to prepare this report and full acceptance of any limitation of liability or claims contained therein.



Addendum A

Glossary of Terms

ADDENDA

The following definitions are derived from The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022).

- ***Absorption Period:*** The actual or expected period required from the time a property, group of properties, or commodity is initially offered for lease, purchase, or use by its eventual users until all portions have been sold or stabilized occupancy has been achieved.
- ***Absorption Rate:*** 1) Broadly, the rate at which vacant space in a property or group of properties for sale or lease has been or is expected to be successfully sold or leased over a specified period of time. 2) In subdivision analysis, the rate of sales of lots or units in a subdivision.
- ***Ad Valorem Tax:*** A tax levied in proportion to the value of the thing(s) being taxed. Exclusive of exemptions, use-value assessment provisions, and the like, the property tax is an ad valorem tax. (IAAO)
- ***As Is Market Value:*** The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Interagency Appraisal and Evaluation Guidelines) Note that the use of the "as is" phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States. The concept of an "as is" value is not included in the Standards of Valuation Practice of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice, or International Valuation Standards.
- ***Assessed Value:*** The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.
- ***Cash Equivalency Analysis:*** An analytical process in which the sale price of a transaction with atypical financing or financing with unusual conditions or incentives is converted into a price equivalent or consistent with what a cash buyer would pay with all other factors the same.
- ***Cash-Equivalent Price:*** The sale price of a property that is equivalent to what a cash buyer would pay.
- ***Contract Rent:*** The actual rental income specified in a lease.
- ***Disposition Value:*** The most probable price that a specified interest in property should bring under the following conditions: 1) Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) An adequate marketing effort will be made during the exposure time. 8) Payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.
- ***Economic Life:*** The period over which improvements to real estate contribute to property value.
- ***Effective Gross Income (EGI):*** The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income.
- ***Effective Rent:*** Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord.
- ***Excess Land:*** Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. See also *surplus land*.
- ***Excess Rent:*** The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties.

ADDENDA

- ***Exposure Time:*** 1) The time a property remains on the market. 2 An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP, 2020-2021 ed.)
- ***Extraordinary Assumption:*** An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property, or conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed.)
- ***Fee Simple Estate:*** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.
- ***Floor Area Ratio (FAR):*** The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.
- ***Frictional Vacancy:*** The amount of vacant space needed in a market for its orderly operation. Frictional vacancy allows for move-ins and move-outs.
- ***Full Service (Gross) Lease:*** See *gross lease*.
- ***General Vacancy:*** A method of calculating any remaining vacancy and collection loss considerations when using discounted cash flow (DCF) analysis, where turnover vacancy has been used as part of the income estimate. The combined effects of turnover vacancy and general vacancy relate to total vacancy and collection loss.
- ***Going-Concern Premise:*** One of the premises under which the total assets of a business can be valued; the assumption that a company is expected to continue operating well into the future (usually indefinitely).
- ***Going-Concern Value:*** An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern or market value of the total assets of the business. See also *Market Value of the Going Concern* and *Market Value of the Total Assets of the Business (MVTAB)*.
- ***Going-In Capitalization Rate (R_o):*** The overall capitalization rate obtained by dividing a property's net operating income for the first year after purchase by the present value of the property.
- ***Gross Building Area (GBA):*** 1) Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. 2) Gross leasable area plus all common areas. 3) For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space.
- ***Gross Lease:*** A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.
- ***Hypothetical Condition:*** 1) A condition that is presumed to be true when it is known to be false. (Appraisal Institute: The Standards of Valuation Practice [SVP]) 2) A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed.)
- ***Intended Use:*** 1) The valuer's intent as to how the report will be used. (SVP) 2) The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment. (USPAP, 2020-2021 ed.)

ADDENDA

- ***Intended Users:*** 1) The party or parties the valuer intends will use the report. (SVP) 2) The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment. (USPAP, 2020-2021 ed.)
- ***Investment Value:*** 1) The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2) The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (International Valuation Standards [IVS])
- ***Land-to-Building Ratio:*** The proportion of land area to gross building area; one of the factors determining comparability of properties. See also *floor area ratio*.
- ***Lease:*** A contract in which the rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.
- ***Leased Fee Interest:*** The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.
- ***Leasehold Estate:*** The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.
- ***Lessee:*** One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement.
- ***Lessor:*** One who conveys the rights of occupancy and use to others under a lease agreement.
- ***Liquidation Value:*** The most probable price that a specified interest in property should bring under the following conditions: 1) Consummation of a sale within a short time period. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under extreme compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) A normal marketing effort is not possible due to the brief exposure time. 8) Payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.
- ***Market Rent:*** The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby • Lessee and lessor are typically motivated; • Both parties are well informed or well advised, and acting in what they consider their best interests; • Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and • The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, frequency of payments (annual, monthly, etc.), and tenant improvements (TIs).
- ***Market Value:*** A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.[1]
- ***Market Value of the Going Concern:*** The market value of an established and operating business including the real property, personal property, financial assets, and the intangible assets of the business.
- ***Market Value of the Total Assets of the Business (MVTAB):*** The market value of all of the tangible and intangible assets of a business as if sold in aggregate as a going concern.
- ***Modified Gross Lease:*** A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified

[1] The actual definition of value used for this appraisal is contained within the body of the report.

gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. See also *net lease*.

- ***Net Lease:*** A lease in which the landlord passes on all expenses to the tenant. See also *gross lease*; *modified gross lease*.
- ***Net Net Net Lease:*** An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease, triple net lease,* or *fully net lease*.
- ***Net Operating Income (NOI or I_o):*** The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization).
- ***Occupancy Rate:*** 1) The relationship or ratio between the potential income from the currently rented units in a property and the income that would be received if all the units were occupied. 2) The ratio of occupied space to total rentable space in a building.
- ***Operating Expenses:*** The periodic expenditures necessary to maintain the real estate and continue production of the effective gross income, assuming prudent and competition management.
- ***Overage Rent:*** The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakpoint sales volume.
- ***Percentage Rent:*** Rental income received in accordance with the terms of a percentage lease; typically derived from retail store and restaurant tenants and based on a certain percentage of their gross sales.
- ***Prospective Opinion of Value:*** A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.
- ***Rentable Area:*** For office or retail buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.
- ***Retrospective Value Opinion:*** A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."
- ***Shell Rent:*** The typical rent paid for retail, office, or industrial tenant space based on minimal "shell" interior finishes (called vanilla finish or white wall finish in some areas). Usually the landlord delivers the main building shell space or some minimum level of interior build-out, and the tenant completes the interior finish, which can include wall, ceiling, and floor finishes, mechanical systems, interior electricity, and plumbing. Typically these are long-term leases with tenants paying all or most property expenses.
- ***Surplus Land:*** Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. See also *excess land*.
- ***Turnover Vacancy:*** A method of calculating vacancy allowance that is estimated or considered as part of the potential income estimate when using discounted cash flow (DCF) analysis. As units or suites turn over and are available for re-leasing, the periodic vacancy time frame (vacancy window) to release the space is considered.

[redacted]

- ***Usable Area:*** 1) For office buildings, the actual occupiable area of a floor or an office space; computed by measuring from the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes called net building area or net floor area. See also floor area. 2) The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.
- ***Usable Site Area:*** The area of a site that can legally and physically accommodate buildings or significant site improvements. The usable site area equals the total site area less certain obstructions, such as flood hazard areas, required natural buffers, cemeteries, archeologically restricted areas, ecologically restricted areas, areas within certain restrictive easements, and other obstructions. The net site area or usable site area should be more precisely defined in each appraisal because the significance of improvements or the obstruction depends on the specific assignment.
- ***Use Value:*** The value of a property based on a specific use, which may or may not be the property's highest and best use. If the specified use is the property's highest and best use, use value will be equivalent to market value. If the specified use is not the property's highest and best use, use value will be equivalent to the property's market value based on the hypothetical condition that the only possible use is the specified use.
- ***Value In Use:*** 1. The amount determined by discounting the future cash flows (including the ultimate proceeds of disposal) expected to be derived from the use of an asset at an appropriate rate that allows for the risk of the activities concerned. (FASB Accounting Standards Codification, Master Glossary) 2. Formerly used in valuation practice as a synonym for contributory value or use value. See also *use value*.

[redacted]

Addendum B

Engagement Letter



[redacted]

March 24, 2023

Ryan K. Stumphauzer, Esquire, Court-Appointed Receiver of the Receivership Entities (Case No. 20.-CV-81205-RAR) for the United Stated District Court for the Southern District of Florida

C/O

Timothy M. Hazel, Esquire
PIETRAGALLO GORDON ALFANO BOSICK & RASPANTI, LLP
38th Floor, One Oxford Centre
Pittsburgh, PA 15219

Phone: (412) 263-1831
Email: TMH@Pietragallo.com

Re: Appraisal of the property described as:
12 properties in Philadelphia, PA as described in Schedule "C" of this letter (collectively, "**Property**")

Dear Mr. Hazel:

[redacted] ("**Firm**") agrees to provide Pietragallo Gordon Alfano Bosick & Raspanti, LLP ("**Client**") an appraisal of the above-referenced Property in accordance with, and subject to, the terms and conditions set forth below and in the attached Schedules (collectively, "**Agreement**").

APPRAISAL FEE:	$31,800.00 (inclusive of expense)
ADDITIONAL HOURLY FEES:	Should court time and preparation be required, it will be billed at $450.00/hr plus expenses.
COMMENCEMENT AND DELIVERY DATE:	Delivery is as follows: Appraisal report: four (4) weeks The appraisal process will commence upon receipt by the Firm of (i) this Agreement, signed by Client, (ii) the retainer, and (iii) information and materials identified in Schedule "B." The appraisal process will conclude upon delivery of the final appraisal report, unless terminated sooner by the Firm or Client or as provided herein.
REPORT TYPE:	Appraisal Report

[redacted]

VALUATION PREMISE:	Market Value As-Is
INTEREST IN THE PROPERTY APPRAISED:	Leased Fee Interest
DATE(S) OF VALUE:	Current as of: the Date of Inspection
INTENDED USER(S):	Intended users of the appraisal include only Client and OCF Realty ("**Intended User(s)**"), and no other party is permitted to use or rely on the appraisal. The identification of Intended User(s) of the appraisal is to determine the type and extent of research, analysis and reporting appropriate for the assignment. Designation of a party other than Client as an Intended User is not intended to confer upon such party any rights under this Agreement.
INTENDED USE:	The intended use of the appraisal is solely for establishing market value for pricing in connection with a potential disposition involving each of the subject properties ("**Intended Use**") and no other use. It is noted that our valuation is solely reflective of each property individual with no consideration given to the value of the portfolio in bulk
RELIANCE LANGUAGE:	None
GUIDELINES:	The analyses, opinions and conclusions are to be developed based on, and the appraisal will be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Foundation.
SCOPE OF WORK:	The appraiser will use and properly apply all applicable and appropriate approaches to value sufficient to produce credible assignment results. The scope of the analysis will be appropriate for the appraisal problem.
ASSUMPTIONS/ LIMITING CONDITIONS:	The appraisal will be subject to Firm's standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal report. In addition, the appraisal may be subject to, and the appraisal report may contain, Extraordinary Assumptions and Hypothetical Conditions.
ACCEPTANCE:	This shall constitute a binding agreement only if countersigned by the Client, or by an officer, director or other representative of Client who, by signing and accepting this Agreement, represents and warrants that he/she is authorized by Client to do so.

[redacted]

PAYMENT:

It is in our understanding that the appraisal fees outlined herein have been preliminarily approved by the receiver with authority to retain our services, Ryan K. Stumphauzer Esq. of Stumphauzer Kolaya Nadler & Sloman, PLLC. **Although formal approval will be required as part of the on-going case, should the fees not be acceptable to the court, Client (Pietragallo) will be responsible for the difference between our invoiced fees (outlined herein), and those fees deemed acceptable to the presiding courts.**

Client will be invoiced the appraisal fee (and any expenses) which will be earned in full upon initial delivery of the appraisal report (draft or final).

Payment for services rendered are to be made no later than 120 days from submission of the invoice from Newmark to Client (Pietragallo Gordon Alfano Bosick & Raspanti, LLP)

Payment of the fee is not contingent upon any predetermined value or on an action or event resulting from the analysis, opinions, conclusions or use of the appraisal.

CHANGES TO THE AGREEMENT:

Any significant changes to the assignment as outlined in this Agreement, such as the identity of the Client, Intended User, or Intended Use, will require the preparation and execution of a new agreement.

CANCELLATION OF ASSIGNMENT:

Client may cancel this Agreement at any time prior to the Firm's delivery of the appraisal upon written notification to the Firm. Client shall pay Firm for all work completed on the assignment prior to Firm's receipt of such written cancellation notice, unless otherwise agreed upon by Firm and Client in writing. The Firm may withdraw without penalty or liability from the assignment(s) contemplated by the Agreement before completion or reporting if the Firm determines, in the Firm's sole discretion, that incomplete information was provided to the Firm prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to the Firm's analysis or reporting, that conditions of the Property render the original scope of work inappropriate, that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement. The Firm shall notify Client of such withdrawal in writing.

NO THIRD-PARTY BENEFICIARIES:

Nothing in the Agreement shall create a contractual relationship or any legal duty between Firm or Client and any third party, nor any cause of action, right, or claim in favor of any third party and against Firm or Client.

[redacted]

In addition, this Agreement is not intended to, and shall not be construed to, render any person or entity a third-party beneficiary of this Agreement. Client acknowledges and agrees that the appraisal report shall reflect the foregoing. In addition, the appraisal report shall state that no party other than an Intended User identified in the Agreement is entitled to rely upon the appraisal.

This Agreement may be rescinded by the Firm unless signed and returned to the undersigned within 10 days from the date hereof.

If this Agreement correctly sets forth the Client's understanding of the services to be rendered, and if the terms are satisfactory, please execute and return the Agreement together with any required retainer.

Respectfully,

[redacted]

Agreed:
PIETRAGALLO GORDON ALFANO BOSICK & RASPANTI, LLP

SIGNATURE: [signature]

PRINT NAME: GAETAN J. ALFANO

TITLE: PARTNER

DATE: 3-24-23

[redacted]

Schedule "A"

TERMS AND CONDITIONS

ATTACHED TO AND A PART OF THE AGREEMENT DATED MARCH 24, 2023 TO PROVIDE APPRAISAL SERVICES FOR PIETRAGALLO GORDON ALFANO BOSICK & RASPANTI, LLP

1. These Terms and Conditions are attached to and incorporated into the above referenced Agreement as though fully set forth in full therein. Capitalized terms if not defined herein shall have the same meaning as defined in the Agreement.

2. With respect to any appraisal report, use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by the Firm, constitutes acceptance of these Terms and Conditions as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the Agreement and appraisal report.

3. It is assumed that there are no matters affecting the Property that would require the expertise of other professionals, such as engineers or an environmental consultant, for Firm to provide the appraisal. If such additional expertise is required, it shall be provided by other parties retained by Client at Client's sole cost and expense.

4. Client acknowledges that the Firm is being retained as an independent contractor to provide the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Firm and Client, including but not limited to an agency relationship. The parties neither intend nor have any expectation that any such relationship will arise as a matter of law or as a result of this Agreement. This assignment shall be deemed concluded and the services hereunder completed upon delivery of the appraisal described herein to Client.

5. All statements of fact contained in the appraisal report as a basis of the appraiser's analyses, opinions, and conclusions will be true and correct to the best of the appraiser's actual knowledge and belief. The appraiser is entitled to, and shall rely upon the accuracy of information and material furnished to the Firm by Client. Appraiser is also entitled to, and shall, rely on information provided by sources upon which members of the appraisal profession typically rely and that are deemed to be reliable by members of that profession without independent verification.

6. The Firm and the appraiser shall have no responsibility for legal matters, or questions or issues involving survey or title, soil or subsoil conditions, engineering, zoning, buildability, environmental contamination, structural matters, construction defects, material or methodology, or other similar technical matters with regarding the Property. Furthermore, the appraisal will not constitute a survey of the Property.

7. The appraisal and the data and information gathered in its preparation (other than the confidential data and information provided by Client) is and will remain, the property of the Firm. The Firm shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished by Client to the Firm. Notwithstanding the foregoing, the Firm and the appraiser are authorized by Client to disclose all or any portion of the appraisal and appraisal report and the related data and information, including confidential data and information provided by Client, to appropriate representatives of the Appraisal Institute if such disclosure is required to comply with the Standards, Bylaws and Regulations of the Appraisal Institute, as well as, such disclosure as required by law and regulations, including compliance with a subpoena and licensing authority regulatory inquiries. The Firm is also authorized to include both confidential and non-confidential data assembled in the course of preparing the appraisal and which may be incorporated into the appraisal report in a database controlled by the Firm for the aggregation of such data and information to produce analytics and other metrics or products.

8. Unless specifically noted in the appraisal report, the appraisal will not take into consideration the possibility or probability of the existence of asbestos, PCB transformers, other toxic, hazardous, or contaminated substances

and/or underground storage tanks (hazardous material) at on or in the Property, or the cost of encapsulation removal or remediation thereof.

9. Client shall indemnify, defend (by counsel to be selected by Firm), protect, and hold Firm and Firm's appraisers, agents, employees, affiliates, representatives, successors and assigns (each, a "**Firm Party**"), free and harmless from any and all claims, liabilities, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, and all reasonable attorneys' fees and related litigation costs, fees and expenses incurred by the any of such indemnitees, which result from (i) any failure by Client or Client's agents or representatives to provide Firm with complete and accurate information regarding the Property, (ii) any material breach by Client of the provisions of the Agreement, (iii) if delivery of the appraisal to a third party is permitted by the Firm, Client providing an incomplete copy of the appraisal to such third party; or (iv) arising from Client or Client's agents or representatives providing a copy of the appraisal to a party not authorized by the Firm to receive such copy.

10. In preparing the appraisal, it is possible that the appraiser will discover conflicting information. In that event, appraiser will utilize information and data considered to be the most authoritative and for critical information will document the source. Information and data referred to may include, but is not limited to, legal descriptions, physical street addresses, assessor parcel numbers, property history, dimensions and areas of the site/land, dimensions and areas of the building improvements, physical unit counts, rent rolls, leases, lease abstracts, income and expense data, and any other related data. Any material discrepancy and/or error in any of the above data could have a substantial impact on the conclusions reported, and the Firm therefore reserves the right to amend conclusions reported if the Firm is made aware of any such discrepancy and/or error.

11. The appraisal may not be used, included or referenced, in whole or in part, in any offering or other materials without the prior written consent of the Firm, which consent may be conditioned upon the receipt by the Firm of an indemnity agreement, in form and content, satisfactory to Firm and provided by an indemnitor satisfactory to Firm. Client agrees to pay the fees of the Firm's legal counsel for review of any materials which is the subject of the requested consent. Except as agreed by the Firm expressly in writing, the Firm disclaims liability to any party other than Client.

12. The Firm shall not provide a copy of the appraisal to, or disclose the results of the appraisal to, any party other than Client, unless Client authorizes same, except as provided in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP) or as otherwise required by law or regulations.

13. Client and any other identified Intended User should consider the appraisal as only one factor together with its own independent considerations and underwriting guidelines in making any decision or investment or taking any action regarding the Property. Client agrees that Firm shall not be responsible in any way for any decision of Client or any Intended User related to the Property or for the advice or services provided by any other advisors or contractors.

14. Unless otherwise stated in this Agreement, Client agrees that the services pursuant to this Agreement shall not include participation in or preparation for, or attendance at, any legal, judicial, administrative, or arbitration proceeding relating to this assignment. In the event the Firm or any Firm Party is required, whether through the service of a subpoena or otherwise, to produce documents or participate in or prepare for any discovery, testimony or attendance, relating to the appraisal or this assignment, where the Firm or Firm Party is not a party to the action or proceedings involved, Client agrees to reimburse expenses incurred by the Firm or Firm Party, including attorney's fees, in responding to such subpoena or other legal process and compensate the Firm therefor based upon the appraiser's prevailing hourly or daily rate for providing services as an expert consultant or witness.

15. Except as expressly provided herein, Firm makes no representations or warranties to Client or to any other person or entity with respect to the appraisal and the services to be provided by Firm under this Agreement. To the maximum extent permitted under applicable law, in no event will the Firm or any Firm Party be liable to Client or any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by the

[redacted]

Firm or a Firm Party) for any indirect, special, exemplary, incidental, or consequential damages (including loss of profits) arising from or relating to this Agreement or the appraisal, even if such party knew or should have known of the possibility of, or could reasonably have prevented, such damages. In no event shall the total liability of the Firm or any Firm Party to Client or any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by the Firm or a Firm Party) arising from or relating to this Agreement or the appraisal, whether based on tort, contract, or any other legal theory, exceed the amount of fees paid to the Firm for the appraisal and the services described herein. Legal claims or causes of action relating to the appraisal are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.

16. Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. In view of that requirement, the appraisal may not be accepted by a federally regulated financial institution.

17. In the event Client fails to make payments of any fees or sums when due and payable under this Agreement, then from the date due and payable until paid, the amount due and payable shall bear interest at the maximum rate permitted under the laws of the state in which the Property is located. If the Firm is required to undertake collection efforts including institution of legal action against Client relating to the Agreement, the Firm shall be entitled to recover attorney's fees, litigation expenses, and costs from Client.

18. To the extent permitted under applicable law, any legal action or lawsuit or other proceeding by Client or any Intended User of the appraisal against Firm or a Firm Party whether based in contract, tort, warranty, indemnity or otherwise, relating to the appraisal shall be commenced within two (2) years from the date of delivery of the appraisal to the claimant in such action or proceeding, unless the applicable law provides for a shorter period, and any such claimant waives the right to a jury in any such legal action or lawsuit or other proceeding. Notwithstanding the state of domicile or residency of either party to this Agreement, this Agreement shall be governed and construed under the laws of the state in which the Property is located, and venue for any action or proceeding arising out of this Agreement shall be deemed proper only in the court of competent jurisdiction located in the state in which the Property is located.

19. Throughout the performance of services under this Agreement, the Firm shall maintain at its sole cost and expense the following insurance:

(a) Workers' Compensation, so as to provide statutory benefits as required by the laws of each state within the United States in which the Firm's services are being provided, and Employer's Liability insurance with limits of liability of $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit covering all employees of the Firm engaged in the performance of such services.

(b) Fidelity insurance or bond with a limit of $1,000,000 to insure the Firm against loss of its or Client's assets caused from the dishonest acts of the Firm's employees.

(c) Professional Liability insurance with a limit of liability of $1,000,000 each claim and $1,000,000 aggregate, which limits may be provided by a combination of primary and excess policies.

(d) Commercial General Liability insurance providing coverage against damages due to bodily injury (including death), property damage and personal and advertising injury arising in connection with the Firm's services provided under this Agreement, which insurance coverage shall: (i) be occurrence-based; (ii) provide limits of liability in an amount of $1,000,000 each occurrence and $1,000,000 aggregate (including excess and/or umbrella limits), (iii) include at least those coverages generally included in the most current ISO Commercial

[redacted]

General Liability insurance policy form (or its equivalent); and (iv) include Client, and such other persons or entities as Client has identified in writing, as additional insureds solely with regard to claims arising out of this Agreement.

(e) Commercial automobile liability for owned, hired and non-owned motor vehicles, with a $1,000,000 combined single limit.

[redacted]

Schedule "B"

PROPERTY INFORMATION LIST

ATTACHED TO AND A PART OF THE AGREEMENT DATED MARCH 24, 2023 TO PROVIDE APPRAISAL SERVICES FOR PIETRAGALLO GORDON ALFANO BOSICK & RASPANTI, LLP

The following information is requested to be delivered to the Firm so we can provide the proposed services and prepare the Appraisal within the agreed upon time frame. Please forward the physical data such as the site plan, previous engineering reports and/or property reports describing the physical attributes of the Property and all financial information such as rent roll and income and expense statements first as these items are the most time sensitive and should be received immediately to meet the time requirements of this assignment. If, at this time, you are certain you will not be providing any specific items noted below, please cross out the item and mark "NA" next to the item so that we will be notified that the information is not available and will not be forthcoming.

1. Please advise if Newmark is a property manager or broker for this property.*
2. Name and contact info (phone and email) of the contact person for the on-site physical inspection.*
3. Agreements of Sale/Options to Buy (current and/or during last three years), if any.*
4. As-Built Survey or ALTA Site Survey, if available. (PDF) *
5. Building plans showing dimensions for building area calculation purposes. Apartment interior floor plans with dimensions for rentable area calculations, if available. (PDF)*
6. Prior engineering report or physical descriptions from prior appraisals, if available.
7. Prior and/or current property condition reports, if available.*
8. Three-year history of capital improvements including description and costs.*
9. Past feasibility or market studies as well as any relevant information collected from third party sources.
10. Management contracts.
11. Copy of most recent real estate tax bill(s). Please advise if there has been a recent assessment increase or decrease.
12. Title report AND copy of deed.
13. Ground leases, if any.*
14. Phase I environmental site assessment report, if available.*
15. List of any known major repairs and improvements needed.*
16. Schedule of planned capital improvement programs to include scope/description of the renovations, plans & specifications, schedule of costs and timeline (schedule) of the planned improvements.*
17. Schedule of personal property at the property.

[redacted]

FOR APARTMENT PROPERTY

18. **Current Rent Roll** (in Excel if possible) showing tenant name, apartment number, dates of leases and the type of apartment, asking/market rents for each apartment, and contractual rent for each apartment unit. If rent roll does not show past due rent or rent in arrears, please forward aging report or the document you use to account for past due rent.*
19. **Current Unit Mix** showing the following breakdown for each unit type: a) total number of units; b) square foot per unit; c) average contract rent; and d) average asking rent.*
20. Terms of leases and/rent roll for leased commercial space or roof top rentals. Copies of commercial leases are desirable. If any commercial leases provide for pass through of operating expenses over a base year stop, please provide the dollar amount of the base year stop.*
21. Recent Competitive Market Rent Survey, if any.

FOR COMMERCIAL PROPERTY

22. **Current Rent Roll and PDF copies of leases**, including addenda and all amendments. Please indicate which leases are owner-related, and those which may have early termination provisions, expansion and/or purchase options. Please identify any tenants who have initiated discussions to renew, terminate or renegotiate/modify their lease(s), or who have given notice to terminate. Proposed terms for such re-negotiations should be revealed.*
23. Provide letters of intent to lease or other any outstanding lease proposals that have a reasonable likelihood of being finalized into executed leases.*
24. Prior Argus files, if any.
25. List of outstanding leasing commissions brokers and terms of future payments.
26. Financial information such as Annual Statements or credit report/ratings for major tenant(s) at the property.
27. Identify tenants and rents in arrears.
28. CAM and real estate tax reimbursement worksheets or listing of base year operating expenses, if applicable.

FOR ALL INCOME-PRODUCING PROPERTIES

29. Income and expense statements for the past three years (CY2019, 2020, 2021) and T-12 income and expense statements; Excel is preferred.*
30. Operating budget for 2022.*
31. Occupancy rates for the last three years, if not revealed in the financial statements.

[redacted]

Schedule "C"

PROPERTY DETAILS

Location	Type	Fee
300 Market Street, Philadelphia, PA	(12 Apts / 1 Comm)	$2,800
1427 Melon Street, Philadelphia, PA	(24 Apts)	$2,800
627-629 E. Girard Avenue, Philadelphia, PA	(8 Apts 2 Comm)	$2,500
861 N. 3rd Street, Philadelphia, PA	(3 Apts / 1 Comm)	$2,500
915-917 S. 11th Street, Philadelphia, PA	(6 Apts)	$2,500
135-137 N. 3rd Street, Philadelphia, PA	(16 Apts / 2 Comm)	$2,800
500 Fairmount Avenue, Philadelphia, PA	(5 Apts / 1 Comm)	$2,500
1932 Spruce Street, Philadelphia, PA	(6 Apts)	$2,500
1635 Passyunk Avenue, Philadelphia, PA	(2 Apts / 1 Comm)	$2,500
715 Sansom Street, Philadelphia, PA	(6 Apts / 2 Comm)	$2,800
205 Arch Street - Unit B, Philadelphia, PA		$2,800
20 N. 3rd Street, Philadelphia, PA - Units 101, 102, 201, and 202 *(Valued as a single economic unit as one operating/combined space)*		$2,800
	Total Fee	$31,800

[redacted]

Addendum C

Deeds

FIRST PLATINUM ABSTRACT

2416 Bristol Road
Bensalem, PA 19020
Phone 215-741-2000 Fax 215-741-1440

December 5, 2017

[redacted]
205 Arch Street
2nd Floor
Philadelphia, PA 19106

File Number **20686-FPA**

In connection with the recent transaction conducted by our office, we are pleased to enclose herewith the following:

Original Recorded Deed
Owners Title Insurance Policy

We enjoyed meeting you and Thank you for your business. We are hopeful that you will think of us next time you require Settlement Services, be it for the purchase of a new property or the refinance of an existing one.

You can with confidence let any future lenders or realtors know that you have chosen First Platinum Abstract, LLC as your Title Insurance Company as we will continue to provide you with service beyond your expectations.

Thank you for the opportunity to serve you and we look forward to working with you again in the future.

Sincerely,

FIRST PLATINUM ABSTRACT

eRecorded in Philadelphia PA Doc Id: 53295420
11/24/2017 01:06 PM Page 1 of 5 Rec Fee: $252.00
Receipt#: 17-121663
Records Department Doc Code: D
State RTT: $8,350.00 Local RTT: $25,885.00

Prepared by and Return to:

[redacted]

This Indenture, made the 20th day of November, 2017,

Between

TWENTY N. THIRD STREET DEVELOPMENT, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP

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

20 NORTH 3RD STREET LIMITED

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Eight Hundred Thirty-Five Thousand And 00/100 Dollars ($835,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

Street Address: **20-22 North 3rd Street, Unit 101, Philadelphia, PA 19106**

ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 101 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

BEING No. 20-22 North 3rd Street, Unit No. 101, 20 North Third Street Condominium.

Being part of the same premises which John D. Green, Sheriff of the County of Philadelphia by Deed dated 3/21/2005 and recorded 4/21/2005 in Philadelphia County as Document No. 51159935 conveyed unto Twenty N. Third Street Development, L.P., a Pennsylvania Limited Partnership, in fee.

Prepared by and Return to:

[redacted]

This Indenture, made the 20th day of November, 2017,

Between

[redacted]

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

[redacted]

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Eight Hundred Thirty-Five Thousand And 00/100 Dollars ($835,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

Street Address: **20-22 North 3rd Street, Unit 101, Philadelphia, PA 19106**

ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 101 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

BEING No. 20-22 North 3rd Street, Unit No. 101, 20 North Third Street Condominium.

Being part of the same premises which John D. Green, Sheriff of the County of Philadelphia by Deed dated 3/21/2005 and recorded 4/21/2005 in Philadelphia County as Document No. 51159935 conveyed unto [redacted] a [redacted] in fee.

And being part of the same premises which [redacted], a Pennsylvania Limited Partnership by Deed of Correction dated 5/10/2006 and recorded 5/16/2006 in Philadelphia County as Document No. 51443457 conveyed unto [redacted] in fee.

And being part of the same premises which [redacted], a Pennsylvania Limited Partnership by Deed of Correction dated 7/10/2017 and recorded 7/17/2017 in Philadelphia County as Document No. 53239299 conveyed unto [redacted] in fee.

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

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantor, for itself, its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors and assigns, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the party of the first part by its authorized officer has hereunto set his hand and seal. Dated the day and year first above written.

Sealed and Delivered in the Presence of Us:

[redacted]

[redacted]

By: [redacted]

Commonwealth of Pennsylvania
County of Philadelphia } ss

AND NOW, this 20 day of November 2017, before me, the undersigned Notary Public, appeared **Alexander L. Generalis**, who acknowledged himself/herself to be the **Manager** *(title)* of [redacted] General Partner of [redacted], a [redacted] and he/she, as such **Manager** *(title)* being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Twenty N. Third Street Development, L.P., a Pennsylvania Limited Partnership by signing the name of the general partnership by himself/herself as **Manager** *(title)* thereof.

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

[redacted]

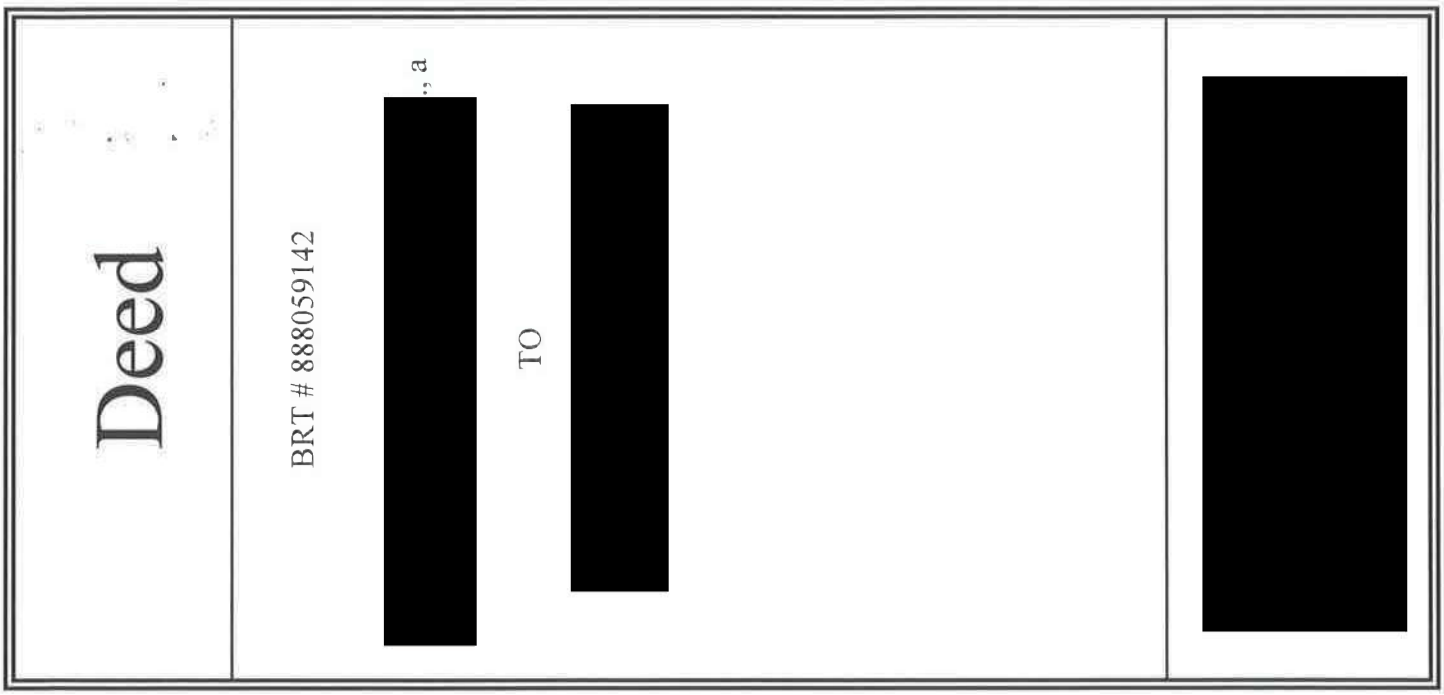
Notary Public
My commission expires 2/11/19

The precise residence and the complete post office address of the above-named Grantee is:

205 Arch St, 2nd Floor
Philadelphia PA 19106

COMMONWEALTH OF PENNSYLVANIA

[redacted]


Deed
BRT # 888059142
, a
TO

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT — All inquiries may be directed to the following person:

NAME	TELEPHONE NUMBER:
20 NORTH 3RD STREET Limited	AREA CODE ( )

STREET ADDRESS	CITY	STATE	ZIP CODE
205 North ST, 2nd Floor	Philadelphia	PA	19106

B. TRANSFER DATA — DATE OF ACCEPTANCE OF DOCUMENT: November 20, 2017

GRANTOR(S)/LESSOR(S)	GRANTEE(S)/LESSEE(S)
[redacted]	20 NORTH 3RD STREET Limited
STREET ADDRESS: 20-22 N.3rd St, Unit 101	STREET ADDRESS: 205 North ST 2nd Floor
CITY: Philadelphia STATE: PA ZIP CODE: 19106	CITY: Phila STATE: PA ZIP CODE: 19106

C. PROPERTY LOCATION

STREET ADDRESS	CITY, TOWNSHIP, BOROUGH
20-22 North 3rd Street, Unit 101	City of Philadelphia

COUNTY	SCHOOL DISTRICT	TAX PARCEL NUMBER
Philadelphia	Philadelphia	888059142

D. VALUATION DATA

1. ACTUAL CASH CONSIDERATION	2. OTHER CONSIDERATION	3. TOTAL CONSIDERATION
835,000.00	+ 0.00	= 835,000.00
4. COUNTY ASSESSED VALUE	**5. COMMON LEVEL RATIO FACTOR**	**6. FAIR MARKET VALUE**
388,000.00	X 1.01	= 391,880.00

E. EXEMPTION DATA

1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED
0.00	100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ . (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed $ _____ .
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ , Page Number _____ . Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

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

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY	DATE
[redacted]	November 20, 2017

82-127 (Rev. 0/99)

(SEE REVERSE)

Commonwealth
LAND TITLE INSURANCE COMPANY

[redacted]

OWNER'S POLICY OF TITLE INSURANCE

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Countersigned:

[redacted]

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [redacted]

President

Attest: [redacted]

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a)"Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b)"Date of Policy": The date designated as 'Date of Policy" in Schedule A.

(c)"Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d)"Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by

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operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1)if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2)if the grantee wholly owns the named Insured,

(3)if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4)if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e)"Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g)"Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h)"Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k)"Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence,

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obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the

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Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at COMMONWEALTH LAND TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

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Commonwealth
LAND TITLE INSURANCE COMPANY

Name and Address of Title Insurance Company: **Commonwealth Land Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023**

SCHEDULE A

File No. [redacted] Policy No. [redacted]

Address Reference: **20-22 North 3rd Street, Unit 101, Philadelphia, PA 19106**

Amount of Insurance: **$835,000.00** Premium: **$4,832.60**

Date of Policy: **November 24, 2017**

1. Name of Insured:

   [redacted]

2. The estate or interest in the Land that is insured by this policy is:

   FEE SIMPLE

3. Title is vested in:

   [redacted] **by virtue of a deed from** [redacted], **dated November 20, 2017, and recorded November 24, 2017 in the Office of the Recorder of Deeds for the County of Philadelphia, as Instrument No. 53295420.**

4. The Land referred to in this policy is described as follows:

   For informational purposes only:

   20-22 North 3rd Street, Unit 101, Philadelphia, PA 19106
   City of Philadelphia
   County of Philadelphia

   ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 101 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

   BEING No. 20-22 North 3rd Street, Unit No. 101, 20 North Third Street Condominium.

Countersigned:

[redacted]

Commonwealth™
LAND TITLE INSURANCE COMPANY

[redacted]

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
2. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
3. Possible outstanding City of Philadelphia Municipal Liens for work done prior to closing but not indexed as a lien as of Date of Policy.
4. Terms, conditions, restrictions and obligations created by the Declaration of 20 North Third Street Condominium, dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686; and the By-Laws for said Condominium and the Declaration Plan recorded as part of the Declaration.
5. Covenants, if any, as in Deed to insured.
6. Association dues after 11/1/17, not yet due and payable.
7. Water & Gas rents paid through Association, not yet due and payable.

[redacted]

August 9, 2017

[redacted]
205 Arch St, 2nd floor
Philadelphia, PA 19106

File Number **20188-FPA**

In connection with the recent transaction conducted by our office, we are pleased to enclose herewith the following:

Original Recorded Deed
Owners Title Insurance Policy

We enjoyed meeting you and Thank you for your business. We are hopeful that you will think of us next time you require Settlement Services, be it for the purchase of a new property or the refinance of an existing one.

You can with confidence let any future lenders or realtors know that you have chosen first Platinum Abstract, LLC as your Title Insurance Company as we will continue to provide you with service beyond your expectations.

Thank you for the opportunity to serve you and we look forward to working with you again in the future.

Sincerely,

[redacted]

eRecorded in Philadelphia PA Doc Id: 53239300
07/17/2017 03:52 PM Page 1 of 4 Rec Fee: $252.00
Receipt#: 17-72756
Records Department Doc Code: D
State RTT: $8,350.00 Local RTT: $25,885.00

THIS DEED

MADE as of the 10th day of July, 2017.

BETWEEN

[redacted]

(hereinafter called "Grantor")

AND

[redacted]

(hereinafter called "Grantee")

WITNESSETH, that the said Grantor in consideration of **Eight Hundred Thirty Five Thousand and 00/100 Dollars ($835,000.00),** paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell and convey to the said Grantee, its successors and assigns, all of the Grantor's right, title and interest in and to the following Property:

ALL THAT CERTAIN condominium unit in the property known, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 102 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration)

Together with the right to use the Limited Common Elements appurtenant thereto pursuant to the Declaration of Condominium.

Under and subject, nevertheless to the rights and powers of the Executive Board as defined in the Declaration of Condominium.

BEING NO. 20-22 North 3rd Street, Unit No. 102, 20 North Third Street Condominium

BEING OPA No. 88-8-0591-44

THIS DEED

MADE as of the **10th** day of **July**, **2017.**

BETWEEN

[redacted]

(hereinafter called "Grantor")

AND

[redacted]

(hereinafter called "Grantee")

WITNESSETH, that the said Grantor in consideration of **Eight Hundred Thirty Five Thousand and 00/l00 Dollars ($835,000.00),** paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell and convey to the said Grantee, its successors and assigns, all of the Grantor's right, title and interest in and to the following Property:

ALL THAT CERTAIN condominium unit in the property known, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 102 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration)

Together with the right to use the Limited Common Elements appurtenant thereto pursuant to the Declaration of Condominium.

Under and subject, nevertheless to the rights and powers of the Executive Board as defined in the Declaration of Condominium.

BEING NO. 20-22 North 3rd Street, Unit No. 102, 20 North Third Street Condominium

BEING OPA No. 88-8-0591-44

BEING part of the same property which John D. Green, Sheriff of the County of Philadelphia by Deed dated 3/21/2005 and recorded 4/21/2005 in Philadelphia County as Document No. 51159935 conveyed unto Twenty N. Third Street Development, L.P., a PA Limited Partnership, in fee.

AND BEING part of the same premises which Twenty N. Third Street Development, L.P., a PA Limited Partnership by Deed of Correction dated 5/10/2006 and recorded 5/16/2006 in Philadelphia County as Document No. 51443457 conveyed unto Twenty N. Third Street Development, L.P., a PA Limited Partnership, in fee

AND ALSO BEING part of the same premises which Twenty N. Third Street Development, L.P., a PA Limited Partnership by Deed of Correction dated 7/10/2016 and intended to be forthwith recorded in the Office of the Department of Records of Philadelphia County granted and conveyed unto Twenty N. Third Street Development, L.P., a PA Limited Partnership, in fee.

With the appurtenances thereto; **TO HAVE AND TO HOLD** the same to and for the use of the said Grantee, its successors and assigns forever,

AND, the Grantor, for itself and its successors and assigns does hereby covenant and agree that it will generally warrant title to the property hereby conveyed.

WITNESS the party of the first part by its duly authorized officer has hereunto set his hand and seal.

Witness:

b[redacted]

Commonwealth of Pennsylvania}
County of Philadelphia }

On this, the 10th day of July, **2017**, before me, the undersigned notary public, personally appeared [redacted] who acknowledged himself to be the **Manager** of [redacted] a [redacted], the General Partner of [redacted] a [redacted] Partnership, and that he as such **Manager** of the [redacted] being authorized to

do so, executed the foregoing for the purposes therein contained, by signing the name of the Limited Partnership by himself as such **Manager** of its General Partner.

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

[redacted]

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARY SEAL

[redacted]

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Grantee is

205 Arch ST, Philadelphia PA 19106
2nd Floor

Witness the due execution hereof this 10th day of July, 2017.

[redacted]

Grantee/Agent for Grantee

AFTER RECORDING, PLEASE RETURN TO:

[redacted]

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT — All inquiries may be directed to the following person:

NAME [redacted]

TELEPHONE NUMBER: AREA CODE (215) 756-2424

STREET ADDRESS: 205 Arch St 2nd Floor, CITY: Phila, STATE: PA, ZIP CODE: 19106

B. TRANSFER DATA

DATE OF ACCEPTANCE OF DOCUMENT: July 10, 2017

GRANTOR(S)/LESSOR(S)	GRANTEE(S)/LESSEE(S)
Twenty N. Third Street Development, L.P., a Pennsylvania Limited Partnership	20 NORTH 3RD STREET LIMITED
STREET ADDRESS: 20-22 N. 3rd St, Unit 102	STREET ADDRESS: 205 Arch St, 2nd Floor
CITY: Phila STATE: PA ZIP CODE: 19106	CITY: Phila STATE: PA ZIP CODE: 19106

C. PROPERTY LOCATION

STREET ADDRESS	CITY, TOWNSHIP, BOROUGH
20-22 North 3rd Street, Unit 102	City of Philadelphia

COUNTY	SCHOOL DISTRICT	TAX PARCEL NUMBER
Philadelphia	Philadelphia	88-8-0591-44

D. VALUATION DATA

1. ACTUAL CASH CONSIDERATION	2. OTHER CONSIDERATION	3. TOTAL CONSIDERATION
835,000.00	+ 0.00	= 835,000.00
4. COUNTY ASSESSED VALUE	**5. COMMON LEVEL RATIO FACTOR**	**6. FAIR MARKET VALUE**
388,000.00	x 1.01	= 391,880.00

E. EXEMPTION DATA

1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED
0.00	100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ . (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed $ _____.
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ , Page Number _____ . Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

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

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY [redacted] DATE: July 10, 2017

82-127 (Rev. 6/93)

(SEE REVERSE)

Commonwealth
LAND TITLE INSURANCE COMPANY

[redacted]

OWNER'S POLICY OF TITLE INSURANCE

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned:

[redacted]

By: [redacted]

President

Attest: [redacted]

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a)"Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b)"Date of Policy": The date designated as 'Date of Policy" in Schedule A.

(c)"Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d)"Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by

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operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1)if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2)if the grantee wholly owns the named Insured,

(3)if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4)if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e)"Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g)"Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h)"Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k)"Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence,

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obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the

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Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at COMMONWEALTH LAND TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

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Commonwealth™
LAND TITLE INSURANCE COMPANY

Name and Address of Title Insurance Company: **Commonwealth Land Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023**

SCHEDULE A

File No. [redacted] Policy No [redacted]

Address Reference: **20-22 North 3rd Street, Unit 102, Philadelphia, PA**

Amount of Insurance: $**835,000.00** Premium: $**4,832.60**

Date of Policy: **July 17, 2017**

1. Name of Insured:

   [redacted]

2. The estate or interest in the Land that is insured by this policy is:

   FEE SIMPLE

3. Title is vested in:

   [redacted] by virtue of a deed from [redacted], dated July 10, 2017, and recorded July 17, 2017 in the Office of the Recorder of Deeds for the County of Philadelphia, as Instrument No. 53239300.

4. The Land referred to in this policy is described as follows:

   For informational purposes only:

   20-22 North 3rd Street, Unit 102, Philadelphia, PA
   City of Philadelphia
   County of Philadelphia

   ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 102 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

   BEING No. 20-22 North 3rd Street, Unit No. 102, 20 North Third Street Condominium.

Countersigned:

[redacted]

Commonwealth™
LAND TITLE INSURANCE COMPANY

[redacted]

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
3. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
4. Possible outstanding City of Philadelphia Municipal Liens for work done prior to closing but not indexed as a lien as of Date of Policy.
5. Terms, conditions, restrictions and obligations created by the Declaration of 20 North Third Street Condominium, dated 3/10/2006 and recorded 3/17/2006 as Document No. 5140086; and the By-Laws for said Condominium and the Declaration Plan recorded as part of the Declaration.
6. Covenants, if any, as in Deed to insured.
7. Water/Sewer and gas rents not yet due and payable.
8. Purchase Money Mortgage from [redacted] in the original principal amount of $750,000.00 dated July 10, 2017, and recorded July 17, 2017, in the Office of the Recorder of Deeds of Philadelphia County, Pennsylvania, as Instrument No. 53239302.
9. Assignment of Rents and Leases from [redacted] Line dated July 10, 2017, and recorded July 17, 2017, in the Office of the Recorder of Deeds of Philadelphia County, Pennsylvania, as Instrument No. 53239303.

[redacted]

July 23, 2018

[redacted]
205 Arch Street
2nd Floor
Philadelphia, PA 19106

Re: [redacted]

In connection with the recent transaction conducted by our office, we are pleased to enclose herewith the following:

Original Recorded Deed
Owners Title Insurance Policy

We recommend that you place these items in a safe place so that they will be readily available to you in the future.

We are hopeful that you will think of us next time you require Settlement Services, be it for the purchase of a new property or the refinance of an existing one. We can also help with any notary work you may need.

You can with confidence let any future lenders or realtors know that you have chosen [redacted] as your Title Insurance Company as we will continue to provide you with service beyond your expectations.

Thank you for the opportunity to serve you and we look forward to working with you again in the future.

We enjoyed meeting you and Thank you for your business.

Sincerely,

[redacted]

eRecorded in Philadelphia PA Doc Id: 53389780
07/12/2018 10:19 AM Page 1 of 5 Rec Fee: $256.75
Receipt#: 18-68153
Records Department Doc Code: D
State RTT: $6,450.00 Local RTT: $21,143.10

Prepared by and Return to:

[redacted]

This Indenture, made the 3rd day of July, 2018,

Between

[redacted]

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

[redacted]

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Six Hundred Forty-Five Thousand And 00/100 Dollars ($645,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

Street Address: **20-22 North 3rd Street, Unit 201, Philadelphia, PA**

ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 201 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

BEING No. 20-22 North 3rd Street, Unit No. 201, 20 North Third Street Condominium.

Being part of the same premises which John D. Green, Sheriff of the County of Philadelphia by Deed dated 3/21/2005 and recorded 4/21/2005 in Philadelphia County as Document No. 51159935 conveyed unto [redacted], a [redacted] in fee.

Prepared by and Return to:

[redacted]

This Indenture, made the 3rd day of July, 2018,

Between

[redacted]

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

[redacted]

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Six Hundred Forty-Five Thousand And 00/100 Dollars ($645,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

Street Address: **20-22 North 3rd Street, Unit 201, Philadelphia, PA**

ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 201 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

BEING No. 20-22 North 3rd Street, Unit No. 201, 20 North Third Street Condominium.

Being part of the same premises which John D. Green, Sheriff of the County of Philadelphia by Deed dated 3/21/2005 and recorded 4/21/2005 in Philadelphia County as Document No. 51159935 conveyed unto [redacted], a [redacted] in fee.

And being part of the same premises which [redacted], a [redacted] by Deed of Correction dated 5/10/2006 and recorded 5/16/2006 in Philadelphia County as Document No. 51443457 conveyed unto [redacted] in fee.

And being part of the same premises which [redacted], a [redacted] by Deed of Correction dated 7/10/2017 and recorded 7/17/2017 in Philadelphia County as Document No. 53239299 conveyed unto [redacted] a Pennsylvania Limited Partnership, in fee.

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

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantor, for itself, its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors and assigns, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the party of the first part by its authorized officer has hereunto set his hand and seal. Dated the day and year first above written.

Sealed and Delivered in the Presence of Us:

[redacted]

[redacted]

Commonwealth of Pennsylvania }
County of Philadelphia } ss

AND NOW, this 3rd day of July, 2018, before me, the undersigned Notary Public, appeared **Alexander L. Generalis**, who acknowledged himself/herself to be the **Manager** *(title)* of [redacted] General Partner of [redacted] a [redacted] and he/she, as such **Manager** *(title)* being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of [redacted] by signing the name of the general partnership by himself/herself as **Manager** *(title)* thereof.

IN WITNESS WHEREOF, I hereunder set [redacted]

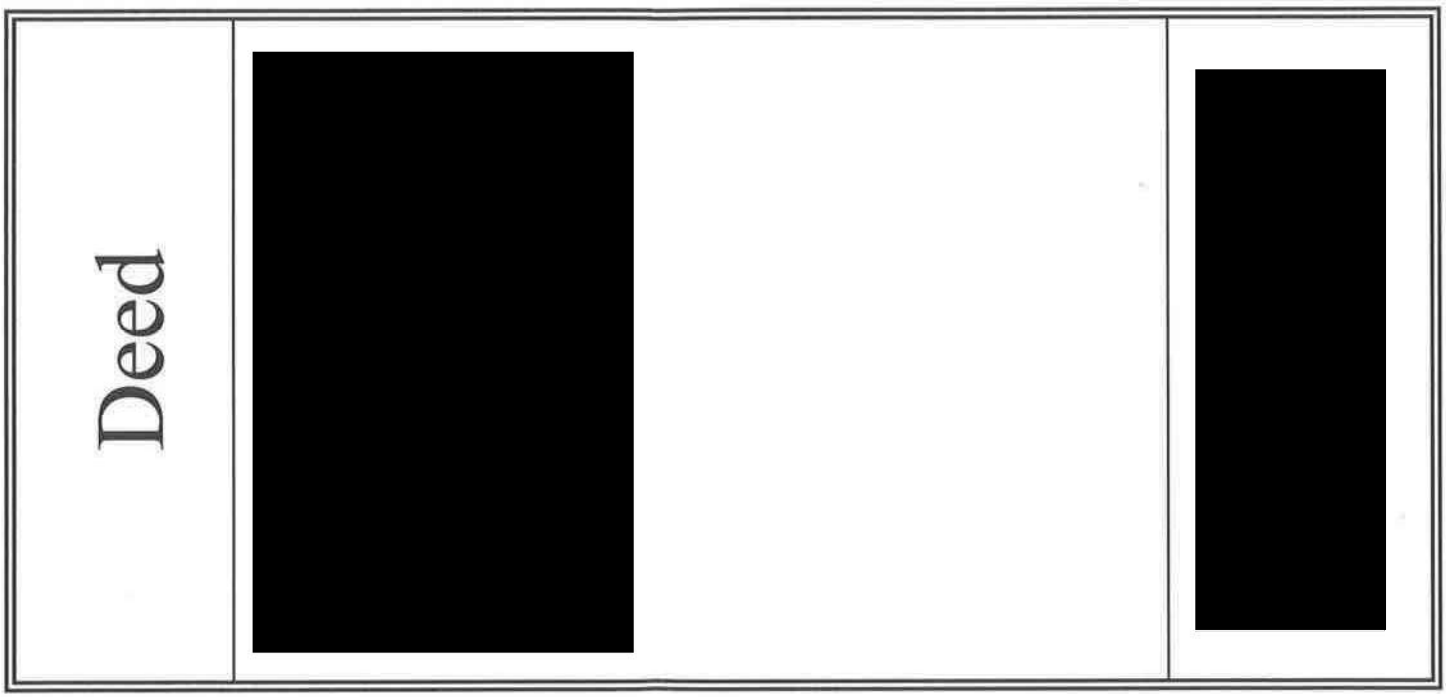
The precise residence and the complete post office address of the above-named Grantee is:

205 Arch St, 2nd Floor
Philadelphia PA 19106

On behalf of the Grantee

COMMONWEALTH OF PENNSYLVANIA

[redacted]


Deed

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

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

NAME	TELEPHONE NUMBER: AREA CODE ( )
[redacted]	

STREET ADDRESS	CITY	STATE	ZIP CODE
205 Arch ST, 2nd Floor	Philadelphia	PA	19106

B. TRANSFER DATA

DATE OF ACCEPTANCE OF DOCUMENT: July 3, 2018

GRANTOR(S)/LESSOR(S)	GRANTEE(S)/LESSEE(S)
[redacted]	20 N 3rd St Limited
STREET ADDRESS: 20-22 N. 3rd Unit 201	STREET ADDRESS: 205 Arch ST, 2nd Floor
CITY: Phila STATE: PA ZIP CODE: 19106	CITY: Phila STATE: PA ZIP CODE: 19106

C. PROPERTY LOCATION

STREET ADDRESS	CITY, TOWNSHIP, BOROUGH
20-22 North 3rd Street, Unit 201	City of Philadelphia

COUNTY	SCHOOL DISTRICT	TAX PARCEL NUMBER
Philadelphia	Philadelphia	888059146

D. VALUATION DATA

1. ACTUAL CASH CONSIDERATION	2. OTHER CONSIDERATION	3. TOTAL CONSIDERATION
645,000.00	+ 0.00	= 645,000.00
4. COUNTY ASSESSED VALUE	**5. COMMON LEVEL RATIO FACTOR**	**6. FAIR MARKET VALUE**
491,300.00	X 1.01	= 496,213.00

E. EXEMPTION DATA

1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED
0.00	100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (NAME OF DECEDENT) _____ (ESTATE FILE NUMBER)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed $ _____.
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____. Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

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

SIGNATURE OF CORRESPONDENT OR	DATE
20 N 3rd St Limited [redacted]	July 3, 2018

82-127 (Rev. 6/93)

(SEE REVERSE)

Commonwealth
LAND TITLE INSURANCE COMPANY

[redacted]

OWNER'S POLICY OF TITLE INSURANCE

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned:

[redacted]

By: [redacted]

President

Attest: [redacted]

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a)"Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b)"Date of Policy": The date designated as 'Date of Policy" in Schedule A.

(c)"Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d)"Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by

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operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1)if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2)if the grantee wholly owns the named Insured,

(3)if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4)if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e)"Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g)"Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h)"Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k)"Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence,

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obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the

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Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at COMMONWEALTH LAND TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

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Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada

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Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:



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Commonwealth
LAND TITLE INSURANCE COMPANY

Name and Address of Title Insurance Company: **Commonwealth Land Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023**

SCHEDULE A

[redacted]

Address Reference: **20-22 North 3rd Street, Unit 201, Philadelphia, PA**
Amount of Insurance: $**645,000.00** Premium: $**3,966.20**
Date of Policy: **July 12, 2018**

1. Name of Insured:

   [redacted]

2. The estate or interest in the Land that is insured by this policy is:

   FEE SIMPLE

3. Title is vested in:

   [redacted], a [redacted] **dated July 3, 2018, and recorded July 12, 2018 in the Office of the Recorder of Deeds for the County of Philadelphia, as Instrument No. 53389780.**

4. The Land referred to in this policy is described as follows:

   For informational purposes only:

   20-22 North 3rd Street, Unit 201, Philadelphia, PA
   City of Philadelphia
   County of Philadelphia

   ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 201 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

   BEING No. 20-22 North 3rd Street, Unit No. 201, 20 North Third Street Condominium.

Countersigned:

[redacted]

Commonwealth™
LAND TITLE INSURANCE COMPANY

[redacted]

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
3. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
4. Possible outstanding City of Philadelphia Municipal Liens for work done prior to closing but not indexed as a lien as of Date of Policy.
5. Terms, conditions, restrictions and obligations created by the Declaration of 20 North Third Street Condominium, dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686; and the By-Laws for said Condominium and the Declaration Plan recorded as part of the Declaration.
6. Covenants, if any, as in Deed to insured.
7. Water rents, not yet due and payable. (Paid by the Association)
8. Gas rents, not yet due and payable.

[redacted]

August 9, 2017

[redacted]
205 Arch St, 2nd floor02
Philadelphia, PA 19106

[redacted]

In connection with the recent transaction conducted by our office, we are pleased to enclose herewith the following:

Original Recorded Deed
Owners Title Insurance Policy

We enjoyed meeting you and Thank you for your business. We are hopeful that you will think of us next time you require Settlement Services, be it for the purchase of a new property or the refinance of an existing one.

You can with confidence let any future lenders or realtors know that you have chosen first [redacted] as your Title Insurance Company as we will continue to provide you with service beyond your expectations.

Thank you for the opportunity to serve you and we look forward to working with you again in the future.

Sincerely,

[redacted]

eRecorded in Philadelphia PA Doc Id: 53239301
07/17/2017 03:52 PM Page 1 of 4 Rec Fee: $252.00
Receipt#: 17-72756
Records Department Doc Code: D
State RTT: $6,500.00 Local RTT: $20,150.00

THIS DEED

MADE as of the 10th day of July, 2017.

BETWEEN

[redacted]

(hereinafter called "Grantor")

AND

[redacted]

(hereinafter called "Grantee")

WITNESSETH, that the said Grantor in consideration of **Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00)**, paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell and convey to the said Grantee, its successors and assigns, all of the Grantor's right, title and interest in and to the following Property:

ALL THAT CERTAIN condominium unit in the property known, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 202 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration)

Together with the right to use the Limited Common Elements appurtenant thereto pursuant to the Declaration of Condominium.

Under and subject, nevertheless to the rights and powers of the Executive Board as defined in the Declaration of Condominium.

BEING NO. 20-22 North 3rd Street, Unit No. 202, 20 North Third Street Condominium

BEING OPA No. 88-8-0591-48

BEING part of the same property which John D. Green, Sheriff of the County of Philadelphia by

THIS DEED

MADE as of the **10th** day of **July**, **2017.**

BETWEEN

[redacted]

(hereinafter called "Grantor")

AND

[redacted]

(hereinafter called "Grantee")

WITNESSETH, that the said Grantor in consideration of **Six Hundred Fifty Thousand and 00/l00 Dollars ($650,000.00),** paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell and convey to the said Grantee, its successors and assigns, all of the Grantor's right, title and interest in and to the following Property:

ALL THAT CERTAIN condominium unit in the property known, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 202 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration)

Together with the right to use the Limited Common Elements appurtenant thereto pursuant to the Declaration of Condominium.

Under and subject, nevertheless to the rights and powers of the Executive Board as defined in the Declaration of Condominium.

BEING NO. 20-22 North 3rd Street, Unit No. 202, 20 North Third Street Condominium

BEING OPA No. 88-8-0591-48

BEING part of the same property which John D. Green, Sheriff of the County of Philadelphia by

Deed dated 3/21/2005 and recorded 4/21/2005 in Philadelphia County as Document No. 51159935 conveyed unto [redacted], in fee.

AND BEING part of the same premises which [redacted] a PA [redacted] by Deed of Correction dated 5/10/2006 and recorded 5/16/2006 in Philadelphia County as Document No. 51443457 conveyed unto [redacted], a [redacted] in fee

AND ALSO BEING part of the same premises which [redacted], a [redacted] by Deed of Correction dated 7/10/2016 and intended to be forthwith recorded in the Office of the Department of Records of Philadelphia County granted and conveyed unto [redacted] in fee.

With the appurtenances thereto; **TO HAVE AND TO HOLD** the same to and for the use of the said Grantee, its successors and assigns forever,

AND, the Grantor, for itself and its successors and assigns does hereby covenant and agree that it will generally warrant title to the property hereby conveyed.

WITNESS the party of the first part by its duly authorized officer has hereunto set his hand and seal.

Witness: [redacted]

Commonwealth of Pennsylvania}
County of Philadelphia }

On this, the 10th day of July, **2017**, before me, the undersigned notary public, personally appeared [redacted] who acknowledged himself to be the **Manager** of [redacted] a [redacted], the General Partner of [redacted], a [redacted], and that he as such **Manager** of the [redacted], being authorized to do so, executed the foregoing for the purposes therein contained, by signing the name of the

Limited Partnership by himself as such **Manager** of its General Partner.

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

[redacted]

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARY SEAL
[redacted]

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Grantee is 205 Arch st. 2nd Floor, Phila PA 19106

Witness the due execution hereof this 10th day of July, 2017.

[redacted]

Grantee/Agent for Grantee

AFTER RECORDING, PLEASE RETURN TO: [redacted]

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT — All inquiries may be directed to the following person:

NAME	TELEPHONE NUMBER: AREA CODE
[redacted]	(215) 756-2424

STREET ADDRESS	CITY	STATE	ZIP CODE
205 Arch ST, 2nd Floor	Phila	PA	19106

B. TRANSFER DATA — DATE OF ACCEPTANCE OF DOCUMENT: July 10, 2017

GRANTOR(S)/LESSOR(S)	GRANTEE(S)/LESSEE(S)
[redacted]	[redacted]
STREET ADDRESS: 20-22 N. 3RD ST, UNIT 202	STREET ADDRESS: 205 Arch ST, 2nd Floor
CITY: Phila STATE: PA ZIP CODE: 19106	CITY: Phila STATE: PA ZIP CODE: 19106

C. PROPERTY LOCATION

STREET ADDRESS	CITY, TOWNSHIP, BOROUGH
20-22 North 3rd Street, Unit 202	City of Philadelphia

COUNTY	SCHOOL DISTRICT	TAX PARCEL NUMBER
Philadelphia	Philadelphia	88-8-0591-48

D. VALUATION DATA

1. ACTUAL CASH CONSIDERATION	2. OTHER CONSIDERATION	3. TOTAL CONSIDERATION
650,000.00	+ 0.00	= 650,000.00
4. COUNTY ASSESSED VALUE	**5. COMMON LEVEL RATIO FACTOR**	**6. FAIR MARKET VALUE**
491,300.00	x 1.01	= 496,213.00

E. EXEMPTION DATA

1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED
0.00	100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ . (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed $ _____.
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ , Page Number _____ . Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

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

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY	DATE
[redacted]	July 10, 2017

82-127 (Rev. 6/93)

(SEE REVERSE)

Commonwealth
LAND TITLE INSURANCE COMPANY

[redacted]

OWNER'S POLICY OF TITLE INSURANCE

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned:

[redacted]

By: [redacted]

President

Attest: [redacted]

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a)"Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b)"Date of Policy": The date designated as 'Date of Policy" in Schedule A.

(c)"Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d)"Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by

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operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1)if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2)if the grantee wholly owns the named Insured,

(3)if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4)if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e)"Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g)"Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h)"Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k)"Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence,

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obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the

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Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at COMMONWEALTH LAND TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

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Commonwealth™
LAND TITLE INSURANCE COMPANY

Name and Address of Title Insurance Company: **Commonwealth Land Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023**

SCHEDULE A

[redacted]

Address Reference: **20-22 North 3rd Street, Unit 202, Philadelphia, PA 19106**
Amount of Insurance: $**650,000.00** Premium: $**3,989.00**
Date of Policy: **July 17, 2017**

1. Name of Insured:
[redacted]

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

[redacted] by virtue of a deed from [redacted] dated July 10, 2017, and recorded July 17, 2017 in the Office of the Recorder of Deeds for the County of Philadelphia, as Instrument No. 53239301.

4. The Land referred to in this policy is described as follows:
For informational purposes only:
20-22 North 3rd Street, Unit 202, Philadelphia, PA 19106
City of Philadelphia
County of Philadelphia

ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 202 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

BEING No. 20-22 North 3rd Street, Unit No. 202, 20 North Third Street Condominium.

Countersigned:
[redacted]

Commonwealth™
LAND TITLE INSURANCE COMPANY

[redacted]

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
3. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
4. Possible outstanding City of Philadelphia Municipal Liens for work done prior to closing but not indexed as a lien as of Date of Policy.
5. Terms, conditions, restrictions and obligations created by the Declaration of 20 North Third Street Condominium, dated 3/10/2006 and recorded 3/17/2006 as Document No. 5140086; and the By-Laws for said Condominium and the Declaration Plan recorded as part of the Declaration.
6. Covenants, if any, as in Deed to insured.
7. Water/Sewer and gas rents not yet due and payable.
8. Purchase Money Mortgage from [redacted] in the original principal amount of $750,000.00 dated July 10, 2017, and recorded July 17, 2017, in the Office of the Recorder of Deeds of Philadelphia County, Pennsylvania, as Instrument No. 53239302.
9. Assignment of Rents and Leases from [redacted] Line dated July 10, 2017, and recorded July 17, 2017, in the Office of the Recorder of Deeds of Philadelphia County, Pennsylvania, as Instrument No. 53239303.

Addendum D

Financials and Property Information

20 N 3rd St. Condo Association
2022 Budget

		2022 ESTIMATED BUDGET
Ordinary Income/Expense		
Income		
Monthly Condo Fees ($785.00 per unit)	$	131,880.00
Capital Contributions	$	1,570.00
Interest	$	-
Penalties & Late Fees (less Waived)	$	-
Special Assessments	$	-
Total Income	**$**	**133,450.00**
Expense		
Insurance Expense	$	19,500.00
Cleaning & Janitorial Expense	$	6,000.00
Office Expense	$	200.00
Property Management Fees	$	10,300.00
Professional Fees - fa reserve & structural study	$	15,000.00
Housing Licenses	$	-
Accounting Services	$	1,500.00
Legal Services	$	18,000.00
Total Professional Fees	**$**	**70,500.00**
Refuse Collection Fees	$	-
Repairs and Maintenance		
Building Improvements	$	11,700.00
Elevator Maintenance/Certs	$	8,000.00
Fire & Sprinkler Certs/Service	$	3,400.00
Fire Alarm & Security Monitoring	$	600.00
General Repairs & Maintenance	$	2,500.00
Painting (incl move-in touch-up)	$	550.00
Pest Control	$	250.00
Plumbing (incl Water Pumps)	$	950.00
Roof Maintenance & Repairs	$	1,500.00
Snow Removal	$	1,000.00
Supplies & Materials (incl Fl Mats)	$	1,100.00
Window Cleaning & Repair	$	-
Total Repairs and Maintenance	**$**	**31,550.00**
Telephone		
Elevators	$	1,200.00
Intercom & Alarm	$	1,500.00
Total Telephone	**$**	**2,700.00**
Utilities		
Electric	$	2,700.00
Water	$	6,000.00
Total Utilities	**$**	**8,700.00**
Miscellaneous		
Bank Fees	$	200.00
City Fees & Violations	$	150.00
Total Miscellaneous	**$**	**350.00**
Reserve Contribution	**$**	**20,000.00**
Total Expense	**$**	**133,450.00**
Net Surplus / (Deficit)	$	-

Addendum E

Comparable Data



Improved Sales



Office Sale

[redacted]

27 North 3rd Street

Manufacturer's National Bank Building

Location & Property Info

Property Name	Manufacturer's National Bank Building
Property Type	Office
Sub Type	General Purpose
Major Market	PA - Philadelphia - Greater
Sub Market	CBD-Independence Square
Address	27 North 3rd Street, Philadelphia, PA 19106
County	Philadelphia
Country	USA
Latitude	39.95106000
Longitude	-75.14525000
MSA	Philadelphia-Camden-Wilmington-PA-NJ-DE
Legal/Tax/Parcel ID	883000600
Market Orientation	CBD
Verification Type	Confirmed-Buyer & Seller
Event ID	921755



Site Details

Source Of Land Info	Public Records
Gross Land Area SF	2,640
Gross Land Area Acres	0.0606
Zoning Designation	CMX3
Zoning Description	Community Commercial Mixed Use
Flood Insurance Required	No
Site Shape	Rectangular
Site Topography	Level
Flood Zone Designation	X

Traffic Control At Entry	None
Traffic Flow	Moderate
Utilities	• Electricity • Gas • Sewer • Water
Frontage Feet	33
Corner Lot	No
Accessibility Rating	Above Average
Visibility Rating	Good

Improvement Details

Rentable Area SF	8,022
Construction Status	Completed
Year Built	1870
Year Renovated	1986
Investment Class	Class B
Construction Class	C
Condition	Average
Number Of Buildings	1
Number Of Stories/Floors	2.00

Sale Information

Sale Status	Closed
Sale Date	05/09/2023
Sale Price	$1,650,000
Grantor (Seller)	27-29 North Third Street Associates
Grantee (Buyer)	Your Agency Inc
Property Rights	Leased Fee
Recording Number	54178778
Effective Sales Price	$1,650,000.00
Price Per SF NRA	$205.68
Price Per Land SF (Gross)	$625.00
Price Per Acre (Gross)	$27,227,722.77

Operations at Date of Sale

Operations Status Type	Stabilized Operations
Actuals Occupancy	100.00 %

Multifamily Sale

[redacted]

28 North 3rd Street

28 N. 3rd Street, Unit 1

Location & Property Info

Property Name	28 N. 3rd Street, Unit 1
Property Type	Multifamily
Sub Type	Other
Major Market	PA - Philadelphia - Greater Philadelphia - Greater
Sub Market	
Address	28 North 3rd Street, Philadelphia, PA 19106
County	Philadelphia
Country	USA
Latitude	39.95108500
Longitude	-75.14593000
MSA	Philadelphia-Camden-Wilmington-PA-NJ-DE
Legal/Tax/Parcel ID	888057950
Market Orientation	CBD
Event ID	921768



Site Details

Improvement Details

Source Of Land Info	Public Records
Zoning Designation	CMX3
Zoning Description	Community Commercial Mixed USe
Flood Insurance Required	No
Site Shape	L-Shaped
Site Topography	Level
Flood Zone Designation	X
Traffic Control At Entry	None
Traffic Flow	Moderate
Utilities	• Electricity • Gas • Sewer • Water
Corner Lot	No
Accessibility Rating	Above Average
Visibility Rating	Good

Rentable Area SF	10,000
Construction Status	Completed
Year Built	1900
Investment Class	Class B
Construction Class	C
Condition	Average
Number Of Buildings	1

Sale Information

Sale Status	Closed
Sale Date	04/25/2022
Sale Price	$2,400,000
Grantor (Seller)	Twenty Eight N. Third Street Development LLC
Grantee (Buyer)	Pea Vine Properties
Property Rights	Fee Simple
Recording Number	54030680
Effective Sales Price	$2,400,000.00
Price Per SF NRA	$240.00

Comments

Office Condominium Unit 1

Retail Sale

[redacted]

39 North 3rd Street

Location & Property Info

Property Type	Retail
Sub Type	Other
Major Market	PA - Philadelphia - Greater
Sub Market	Philadelphia - Greater
Address	39 North 3rd Street, Philadelphia, PA 19106
County	Philadelphia
Country	USA
Latitude	39.95135500
Longitude	-75.14509000
MSA	Philadelphia-Camden-Wilmington-PA-NJ-DE
Legal/Tax/Parcel ID	871267800
Market Orientation	CBD
Verification Type	Secondary Verification
Event ID	907458



Site Details

Source Of Land Info	Public Records
Gross Land Area SF	1,834
Gross Land Area Acres	0.0421
Usable/Gross Ratio	1.00
Usable Land Area SF	1,834
Usable Land Area Acres	0.0421
Zoning Designation	CMX3
Zoning Description	

Improvement Details

Rentable Area SF	5,280
Gross Building Area	5,733
Construction Status	Completed
Construction Purpose	Owner-built
Year Built	1900
Investment Class	Class B
Construction Class	Class C
Condition	Excellent

Community	Commercial Mixed-Use
Flood Insurance Required	No
Site Shape	Rectangular
Site Topography	Level
Flood Zone Designation	X
Vegetation	None Noted
Traffic Control At Entry	None
Traffic Flow	Moderate
Utilities	• Electricity • Gas • Sewer • Water
Frontage Street Name	N. 3rd Street
Frontage Feet	15
Corner Lot	No
Accessibility Rating	Average
Visibility Rating	Good

Construction Quality	Average
Number Of Buildings	1
Number Of Stories/Floors	3.00
Land To Building Ratio	0.32

Sale Information

Sale Status	Closed
Sale Date	05/10/2020
Sale Price	$1,650,000
Grantor (Seller)	McLaughlin Neil; McLaughlin Elizabeth
Grantee (Buyer)	Lamson Alison H; Lamson Samuel N
Property Rights	Leased Fee
Recording Number	53678723
Effective Sales Price	$1,650,000.00
Price Per SF GBA	$287.81
Price Per SF NRA	$312.50
Price Per Land SF (Gross)	$899.67
Price Per Acre (Gross)	$39,192,399.05
Price Per Land SF (Usable)	$899.67
Price Per Acre (Usable)	$39,192,399.05

Comments

At time of sale, an architecture firm leased a portion of the first floor and the entire second floor. The owners occupied a pottery studio on the remainder of the first floor and the third floor residence. The property also includes an unfinished partitioned basement used as storage space for both the commercial portion and residential portion. The architecture firm's lease expired in October 2020.

Office Sale

[redacted]

808-818 N. 3rd St.

808 North 3rd Street

Location & Property Info

Property Name	808 North 3rd Street
Property Type	Office
Sub Type	Creative/Loft
Major Market	PA - Philadelphia - Greater
Sub Market	CBD-Independence Square
Address	808-818 N. 3rd St. , Philadelphia, PA 19123
County	Philadelphia
Country	USA
Latitude	39.96369000
Longitude	-75.14305000
MSA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Legal/Tax/Parcel ID	884453900
Market Orientation	CBD
Event ID	921777



Site Details

Source Of Land Info	Public Records
Gross Land Area SF	11,577
Gross Land Area Acres	0.2658
Zoning Designation	RM-1
Zoning Description	Residential Multi-Family
Flood Insurance Required	No
Site Shape	Irregular
Site Topography	Level
Flood Zone Designation	X
Traffic Control At Entry	None
Traffic Flow	Moderate
Utilities	• Electricity • Gas • Sewer • Water
Frontage Feet	86
Corner Lot	No
Accessibility Rating	Above Average
Visibility Rating	Good

Improvement Details

Rentable Area SF	11,700
Construction Status	Completed
Year Built	1825
Year Renovated	2013
Investment Class	Class B
Construction Class	C
Condition	Good
Construction Quality	Average
Number Of Buildings	1
Exterior Walls	Brick
Number Of Stories/Floors	2.00
Total Parking Spaces	6
Spaces/1,000 SF NRA Ratio	0.51

Unit Mix

UNIT DESCRIPTION	BR	BA	UNITS	UNIT SF	TOTAL SF	% OF UNITS	VACANT UNITS	BASE RENT	TOTAL RENT	BASE RENT PER SF	COMMENTS
Total/Average			**0.00**		**0.00**		**0.00**		**$0.00**		

Sale Information

Sale Status	Closed
Sale Date	06/29/2021
Sale Price	$3,125,000
Grantor (Seller)	Cupola, Co.
Grantee (Buyer)	808 N 3rd LLC
Property Rights	Leased Fee
Effective Sales Price	$3,125,000.00
Price Per SF NRA	$267.09
Price Per Land SF (Gross)	$269.93
Price Per Acre (Gross)	$11,756,960.12

Lease Comparables



Office Lease Summary

[redacted]

150 S. Independence Mall W.

Public Ledger Building

Location & Property Info

Property Name	Public Ledger Building
Property Type	Office
Sub Type	High Rise
Major Market	PA - Philadelphia - Greater
Sub Market	CBD-Independence Square
Address	150 S. Independence Mall W. , Philadelphia, PA 19106
County	Philadelphia
Country	USA
Latitude	39.94890900
Longitude	-75.15137200
MSA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Metropolitan Statistical Area
Market Orientation	CBD
Event ID	724230



Site Details

Source Of Land Info	Owner
Gross Land Area SF	61,890
Gross Land Area Acres	1.4208
Usable/Gross Ratio	1.00
Usable Land Area SF	1
Usable Land Area Acres	1.4208
Zoning Designation	CC Core Commercial Mixed-Use
Site Shape	Irregular
Site Topography	Level
Utilities	• Electricity • Gas • Sewer • Telephone • Water
Frontage Street Name	S. Independence Mall-West Chestnut Street
Other Site Characteristics	Easement/Encroachments, Rail

Lease Availability Information

Survey Date	2/6/2022

Improvement Details

Rentable Area SF	534,107
Gross Building Area	652,107
Construction Status	TBD
Construction Purpose	TBD
Year Built	1927
Year Renovated	2007
Investment Class	Class A
Construction Class	A
Condition	Average
Construction Quality	Average
Construction Description	Masonry
Number Of Buildings	1
Exterior Walls	Stone
Number Of Stories/Floors	12.00
Fire Sprinkler Type	Yes
HVAC Comments	Roof: Built up
Land To Building Ratio	0.09

Unit Mix

UNIT DESCRIPTION	BR	BA	UNITS	UNIT SF	TOTAL SF	% OF UNITS	VACANT UNITS	BASE RENT	TOTAL RENT	BASE RENT PER SF	COMMENTS
Total/Average			**0.00**		**0.00**		**0.00**		**$0.00**		

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
8/2/2022	60	Office	Current Asking Rent		10,248		$27.50	$/SF/Yr	Fixed Steps	Full Service + TE	

Specific Lease Details: Current Asking Rent

Description of Premises

Rentable Area	10,248
Full Building Lease	No
Space Type	Office

Lease Details

Lease Status	Asking Rent
Lease Start/Available Date	8/2/2022
Term Of Lease (Months)	60
Lessee	Current Asking Rent

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$27.50
Effective Rental Rate	$27.50
Base Rent Escalation Type	Fixed Steps
Lease Reimbursement Method	Full Service + TE

Lease Notes

Current asking rent- $27.50 psf FS + Electric

Office Lease Summary

[redacted]

510 Walnut St

The Washington

Location & Property Info

Property Name	The Washington
Property Type	Office
Sub Type	High Rise
Major Market	PA - Philadelphia - Greater
Sub Market	CBD-Independence Square
Address	510 Walnut St, Philadelphia, PA 19106
County	Philadelphia
Country	USA
Latitude	39.94724000
Longitude	-75.15003000
MSA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Legal/Tax/Parcel ID	883006500
Market Orientation	CBD
Verification Type	Confirmed-Other
Verification Source	Public Records
Event ID	833597



Site Details

Source Of Land Info	Public Records
Gross Land Area SF	69,998
Gross Land Area Acres	1.6069
Usable/Gross Ratio	1.00
Usable Land Area SF	69,998
Usable Land Area Acres	1.6069
Zoning Designation	CMX-4
Site Shape	Rectangular
Site Topography	Generally Level and at Street Grade
Flood Zone Designation	X
Vegetation	Minimal
Traffic Control At Entry	Traffic Light
Traffic Flow	High
Utilities	• Electricity • Gas • Sewer • Water
Frontage Street Name	Walnut St
Frontage Feet	324
Corner Lot	Yes
Accessibility Rating	Average
Visibility Rating	Excellent

Lease Availability Information

Survey Date	3/15/2022

Improvement Details

Rentable Area SF	843,715
Gross Building Area	986,960
Construction Status	Completed

Construction Purpose	Owner-built
Year Built	1914
Year Renovated	1991
Investment Class	Class A
Construction Class	A
Condition	Average
Construction Type	Steel
Construction Quality	Good
Construction Description	Steel Frame
Exterior Walls	Concrete Precast
Number Of Stories/Floors	20.00
Land To Building Ratio	0.07

Unit Mix

UNIT DESCRIPTION	BR	BA	UNITS	UNIT SF	TOTAL SF	% OF UNITS	VACANT UNITS	BASE RENT	TOTAL RENT	BASE RENT PER SF	COMMENTS
Total/Average			**0.00**		**0.00**		**0.00**		**$0.00**		

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
3/1/2022	65		Klick Health		13,331		$22.40	$/SF/Yr	Fixed Percentage	Triple Net	$40.00

Specific Lease Details: Klick Health

Description of Premises

Rentable Area	13,331

Lease Details

Lease Status	Signed Lease
Lease Start/Available Date	3/1/2022
Lease Expiration Date	7/31/2027
Term Of Lease (Months)	65
Lessee	Klick Health

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$22.40
Effective Rental Rate	$22.40
Base Rent Escalation Type	Fixed Percentage
Escalation Description	2.5% Annual
Lease Reimbursement Method	Triple Net
Free Rent (Months)	5
TI Allowance/SF	$40.00

Office Lease Summary

[redacted]

111 S. Independence Mall E.

The Bourse Building

Location & Property Info

Property Name	The Bourse Building
Property Type	Office
Sub Type	High Rise
Major Market	PA - Philadelphia - Greater
Sub Market	CBD-Independence Square
Address	111 S. Independence Mall E. , Philadelphia, PA 19106 Philadelphia
County	
Country	USA
Location	East side Independence Park
Latitude	39.94978400
Longitude	-75.14862100
MSA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Metropolitan Statistical Area
Legal/Tax/Parcel ID	883101010
Market Orientation	CBD
Verification Type	Not Verified
Verification Source	Public Records
Event ID	734280



Site Details

Source Of Land Info	Other
Gross Land Area SF	47,764
Gross Land Area Acres	1.0965
Zoning Designation	Commercial
Zoning Description	CMX4
Site Shape	Rectangular
Site Topography	Level
Flood Zone Designation	X
Vegetation	Trees And Shrubs
Traffic Control At Entry	Traffic Light
Traffic Flow	Moderate
Utilities	• Electricity • Gas • Sewer • Telephone • Water
Frontage Street Name	4 streets
Frontage Feet	988
Frontage Type	1 way 2 lane
Corner Lot	Yes
Accessibility Rating	Average
Visibility Rating	Average

Lease Availability Information

Survey Date	6/4/2021
Leasing Agent	Thomas Mcdugall
Company	JLL

Improvement Details

Rentable Area SF	298,679
Gross Building Area	298,679
Construction Status	Completed
Construction Purpose	Build-to-suit
Year Built	1895
Year Renovated	1982
Investment Class	Class B
Construction Class	C
Condition	Average
Construction Type	Masonry
Construction Quality	Average
Construction Description	Masonry
Number Of Buildings	1
Exterior Walls	Brick and Masonry
Number Of Stories/Floors	10.00
Fire Sprinkler Type	Yes
HVAC Comments	HVAC systems rehabbed in 2000
Roof Description	Flat
Parking Description	Surface
Total Parking Spaces	14
Spaces/1,000 SF NRA Ratio	0.05
Land To Building Ratio	0.16

Leasing Details

Owner Tenant Status	Multi-tenant
Occupant Type	Multi Tenant

Unit Mix

UNIT DESCRIPTION	BR	BA	UNITS	UNIT SF	TOTAL SF	% OF UNITS	VACANT UNITS	BASE RENT	TOTAL RENT	BASE RENT PER SF	COMMENTS
Total/Average			**0.00**		**0.00**		**0.00**		**$0.00**		

Commercial Space Summary

SPACE TYPE	SAMPLE IN-PLACE TENANTS	TOTAL SF	% TOTAL	LEASED SF	OCCUPANCY	AVG ASKING RENT PER SF	AVG CONTRACT RENT PER SF	LEASE REIMBURSEMENT METHOD	AVG REMAINING LEASE TERM (MOS)	COMMENTS
Other		292,131								
Subtotal		**292,131**								

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
1/1/2023	100	Office	Allen & Gerritsen		7,000		$37.50	$/SF/Yr	Fixed Steps	Full Service	$93.00

Comments

The comparable is a 298,679 SF Office building. The property was built in1895 and renovated in 1982. The property is Class B asset. Bourse Tower Associates, L.P. signed a lease of 3,988 SF. Rental rate starts at $36.03/SF/Yr

Specific Lease Details: Allen & Gerritsen

Description of Premises

Rentable Area	7,000
Full Building Lease	No
Space Type	Office

Lease Details

Lease Status	Signed Lease
Lease Signed Date	7/21/2022
Lease Start/Available Date	1/1/2023
Term Of Lease (Months)	100
Lessee	Allen & Gerritsen

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$37.50
Effective Rental Rate	$37.50
Base Rent Escalation Type	Fixed Steps
Lease Reimbursement Method	Full Service
Free Rent (Months)	10
TI Allowance/SF	$93.00
Tenant Improvement Type	New Tenant

Office Lease Summary

[redacted]

170 S. Independence Mall West

The Curtis Center



Location & Property Info

Property Name	The Curtis Center
Property Type	Office
Sub Type	High Rise
Address	170 S. Independence Mall West, Philadelphia, PA 19106
County	Philadelphia
Country	USA
Latitude	39.94818900
Longitude	-75.15145800
MSA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Metropolitan Statistical Area
Legal/Tax/Parcel ID	883002510
Market Orientation	CBD
Verification Type	Confirmed-Other
Event ID	731609



Site Details

Source Of Land Info	Public Record
Gross Land Area SF	93,060
Gross Land Area Acres	2.1364
Usable/Gross Ratio	1.00
Usable Land Area SF	1
Usable Land Area Acres	2.1364
Zoning Designation	CMX-5 (Commercial Mixed-Use)
Potential Bldg To Land Ratio FAR	12.00
Site Shape	Rectangular
Site Topography	Generally Level and at Street Grade
Flood Zone Designation	X
Vegetation	Minimal
Traffic Control At Entry	Traffic Light
Traffic Flow	High
Utilities	• Electricity • Gas • Sewer • Water
Frontage Street Name	S. Independence Mall West
Frontage Feet	235
Corner Lot	Yes
Accessibility Rating	Average
Visibility Rating	Average

Lease Availability Information

Survey Date	2/23/2022

Improvement Details

Rentable Area SF	779,430
Gross Building Area	1,011,051
Construction Status	Completed
Construction Purpose	Owner-built
Year Built	1909
Year Renovated	1984
Investment Class	Class A
Construction Class	B
Condition	Good
Construction Type	Concrete
Construction Quality	Good
Construction Description	Reinforced concrete frame
Number Of Buildings	1
Exterior Walls	Masonry
Number Of Stories/Floors	13.00
Fire Sprinkler Type	Yes
Roof Description	Multiple, different compositions
Parking Description	Underground Parking Garage
Total Parking Spaces	377
Spaces/1,000 SF NRA Ratio	0.48
Land To Building Ratio	0.09

Unit Mix

UNIT DESCRIPTION	BR	BA	UNITS	UNIT SF	TOTAL SF	% OF UNITS	VACANT UNITS	BASE RENT	TOTAL RENT	BASE RENT PER SF	COMMENTS
Total/Average			**0.00**		**0.00**		**0.00**		**$0.00**		

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
7/1/2021	65	Office	Lock's Law Firm		10,000		$28.00	$/SF/Yr	Fixed Percentage	Full Service + TE	$0.00

Specific Lease Details: Lock's Law Firm

Description of Premises

Rentable Area	10,000
Full Building Lease	No
Space Type	Office

Lease Details

Lease Status	Signed Lease
Lease Signed Date	7/1/2021
Lease Start/Available Date	7/1/2021
Term Of Lease (Months)	65
Lessee	Lock's Law Firm

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$28.00
Effective Rental Rate	$28.00
Base Rent Escalation Type	Fixed Percentage
Lease Reimbursement Method	Full Service + TE
Free Rent (Months)	5

Addendum F

Appraiser Qualifications and Licenses

[redacted]

[redacted]

[redacted] brings to his position more than 29 years of valuation and advisory experience. He has performed valuations, consulting, and market studies on a wide variety of property types, including shopping centers, office properties, multifamily communities, development sites, and special-purpose properties such as college campuses, museums, places of worship, and sports facilities. These properties include proposed, partially completed, renovated and existing structures. [redacted] has performed valuations for condemnation purposes, title issues, matrimonial, estate planning, arbitration, lease negotiations, tax assessment appeals, financing, equity participation and due diligence support. His clients have included life insurance companies, banks and financial institutions, developers and investors, law firms, businesses, quasi government and government agencies.

[redacted]

Quotes from Publications

- "Big Sale of Land between Old City and NoLibs Offers Chance to Make a Mark," *Philadelphia Inquirer* (February 21, 2017)
- "Office Tower Planned at Long-Empty lot near Philadelphia City Hall," *Philadelphia Inquirer* (December 19, 2016)
- "Canada Job Searches Soar while Many Business Leaders are Cautious about Trump Victory," *Philadelphia Inquirer* (November 9, 2016)
- "Real Estate Bubble? Prices Rising Faster than Rents," *Philadelphia Inquirer* (January 19, 2015)
- "In Camden, Development Projects Kindle Hope," *The New York Times* (December 9, 2014)
- "Planned Comcast Tech Center Raises Sights in Philadelphia," *The New York Times* (January 28, 2014)
- "Philadelphia Schools See Cash in Old Classrooms," *The New York Times* (November 12, 2013)

Professional Affiliations

- [redacted]

[redacted]

[redacted]

Licenses and Designations

- MAI designation, Appraisal Institute
- CRE designation, the Counselors of Real Estate
- Member, Royal Institution of Chartered Surveyors (MRICS)
- Certified general real estate appraiser, Commonwealth of Pennsylvania and State of New Jersey
- Licensed real estate broker, Commonwealth of Pennsylvania

Education

[redacted] earned a Bachelor of Business Administration degree in real estate from the Pennsylvania State University. He has also successfully completed numerous real estate and valuation courses and seminars sponsored by the Appraisal Institute, accredited universities and others.

[redacted]


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

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

[redacted]

License Type
Certified General Appraiser

[redacted]

License Status
Active

Initial License Date
09/04/1996

License Number
[redacted]

Expiration Date
06/30/2023

[redacted]

[redacted]

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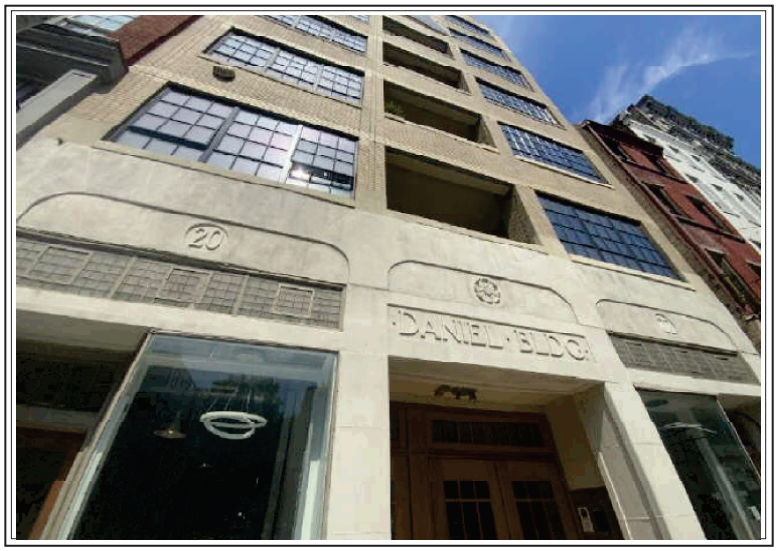

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Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649
[redacted]
License Type
Certified General Appraiser
[redacted]
BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS
DEPARTMENT OF STATE
License Status
Active
Initial License Date
03/03/2022
License Number
[redacted]
Expiration Date
[redacted]
[redacted]
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Exhibit B

Second Pennsylvania Certified Residential Appraisal
Dated July 8, 2024

File No. 2022-22 N 3Rd St Unit

APPRAISAL OF



LOCATED AT:

20 N 3RD ST
PHILADELPHIA, PA 19106

FOR:

[redacted]

BORROWER:

[redacted]

AS OF:

July 8, 2024

BY:

[redacted]

Individual Condominium Unit Appraisal Report

File No. 2022-22 N 3Rd St Unit #201

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 20 N 3RD ST | Unit # 201 | City PHILADELPHIA | State PA | Zip Code 19106
Borrower [redacted] | Owner of Public Record 20N [redacted] | County PHILADELPHIA
Legal Description LOT 3043
Assessor's Parcel # 888059146 | Tax Year 2023 | R.E. Taxes $ 9,679
Project Name THE DANIEL | Phase # 1 | Map Reference ACI MAPS | Census Tract 0001.00
Occupant ☐ Owner ☐ Tenant ☒ Vacant | Special Assessments $ 0 | HOA $ 785 ☐ per year ☒ per month
Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) MARKET VALUE
Lender/Client [redacted] | Address
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
Report data source(s) used, offering price(s), and date(s). BRIGHTMLS

CONTRACT

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? ☒ Yes ☐ No | Data Source(s) PUBLIC RECORDS
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			Condominium Unit Housing Trends			Condominium Housing		Present Land Use %	
Location	☒ Urban	☐ Suburban ☐ Rural	Property Values	☐ Increasing	☒ Stable ☐ Declining	PRICE	AGE	One-Unit	40 %
Built-Up	☒ Over 75%	☐ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance ☐ Over Supply	$(000)	(yrs)	2-4 Unit	20 %
Growth	☐ Rapid	☒ Stable ☐ Slow	Marketing Time	☒ Under 3 mths	☐ 3-6 mths ☐ Over 6 mths	200 Low	1	Multi-Family	20 %
Neighborhood Boundaries	THE SUBJECT IS BOUND BY VINE ST EXPY TO THE NORTH					3,000 High	200	Commercial	20 %
LOMBARD ST TO THE SOUTH, N 8TH ST TO THE WEST AND 95 HWY TO THE EAST.						450 Pred.	75	Other VACANT	%

Neighborhood Description SEE ATTACHED ADDENDUM

Market Conditions (including support for the above conclusions) SEE ATTACHED ADDENDUM

PROJECT SITE

Topography LEVEL | Size AVERAGE | Density AVERAGE | View N;Res;
Specific Zoning Classification RPVD | Zoning Description RESIDENTIAL
Zoning Compliance ☒ Legal ☐ Legal Nonconforming – Do the zoning regulations permit rebuilding to current density? ☐ Yes ☐ No
☐ No Zoning ☐ Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe. SEE ATTACHED ADDENDUM

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	☒	☐	Water	☒	☐	Street ASPHALT	☒	☐
Gas	☒	☐	Sanitary Sewer	☒	☐	Alley NONE	☐	☐

FEMA Special Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 4207570184H | FEMA Map Date 11/18/2015
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe.
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe.

PROJECT INFORMATION

Data source(s) for project information HOA
Project Description ☐ Detached ☐ Row or Townhouse ☐ Garden ☒ Mid-Rise ☐ High-Rise ☐ Other(describe)

General Description		General Description		Subject Phase		If Project Completed		If Project Incomplete	
# of Stories	6	Exterior Walls	BRICK	# of Units	14	# of Phases	1	# of Planned Phases	
# of Elevators	1	Roof Surface	ASPHALT	# of Units Completed	14	# of Units	14	# of Planned Units	
☒ Existing	☐ Proposed	Total # Parking	0	# of Units For Sale	0	# of Units for Sale	0	# of Units for Sale	
☐ Under Construction		Ratio (spaces/units)	0	# of Units Sold	14	# of Units Sold	14	# of Units Sold	
Year Built	1900	Type	NONE	# of Units Rented	2	# of Units Rented	2	# of Units Rented	
Effective Age	30	Guest Parking	0	# of Owner Occupied Units	12	# of Owner Occupied Units	12	# of Owner Occupied Units	

Project Primary Occupancy ☒ Principal Residence ☐ Second Home or Recreational ☐ Tenant
Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☒ No
Management Group – ☒ Homeowners' Association ☐ Developer ☐ Management Agent – Provide name of management company.
Does any single entity (the same individual, investor group, corporation, etc.) own more than 10% of the total units in the project? ☐ Yes ☒ No If Yes, describe
Was the project created by the conversion of an existing building(s) into a condominium? ☐ Yes ☒ No If Yes, describe the original use and the date of conversion.
Are the units, common elements, and recreation facilities complete (including any planned rehabilitation for a condominium conversion)? ☒ Yes ☐ No If No, describe
Is there any commercial space in the project? ☐ Yes ☒ No If Yes, describe and indicate the overall percentage of the commercial space.

Individual Condominium Unit Appraisal Report

File No. 2022-22 N 3Rd St Unit #201

PROJECT INFORMATION

Describe the condition of the project and quality of construction. THE CONDITION AND THE QUALITY OF CONSTRUCTION OF THE PROJECT IS AVERAGE.

Describe the common elements and recreational facilities. NONE

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

Is the project subject to a ground rent? ☐ Yes ☒ No If Yes, $ _____ per year (describe terms and conditions)

Are the parking facilities adequate for the project size and type? ☒ Yes ☐ No If No, describe and comment on the effect on value and marketability.

PROJECT ANALYSIS

I ☐ did ☒ did not analyze the condominium project budget for the current year. Explain the results of the analysis of the budget (adequacy of fees, reserves, etc.), or why the analysis was not performed. PROJECT DOCUMENTS WERE NOT AVAILABLE DURING THE USUAL COURSE OF BUSINESS.

Are there any other fees (other than regular HOA charges) for the use of the project facilities? ☐ Yes ☒ No If Yes, report the monthly facility charges and describe.

Compared to other competitive projects of similar quality and design, the subject unit charge appears ☐ High ☒ Average ☐ Low If High or Low, describe.

Are there any special or unusual characteristics of the project (based on the condominium documents, HOA meetings, or other information) known to the appraiser?
☐ Yes ☒ No If Yes, describe and explain the effect on value and marketability.

UNIT DESCRIPTION

Unit Charge $ 785.00 per month X 12 = $ per year Annual assessment charge per year per square feet of gross living area = $ 0

Utilities included in the unit monthly assessment ☒ None ☐ Heat ☐ Air Conditioning ☐ Electricity ☐ Gas ☐ Water ☐ Sewer ☐ Cable ☐ Other (describe)

GENERAL DESCRIPTION	INTERIOR materials/condition	AMENITIES	Appliances	CAR STORAGE
Floor # 2	Floors CT/HW/WW/AVG	☐ Fireplace(s) # 0	☐ Refrigerator	☒ None
# of Levels 1	Walls DRYWALL/AVG	☐ Woodstove(s) # 0	☒ Range/Oven	☐ Garage ☐ Covered ☐ Open
Heating Type FHA Fuel GAS	Trim/Finish WOOD/AVG	☐ Deck/Patio NONE	☐ Disp ☒ Microwave	# of Cars 0
☒ Central AC ☐ Individual AC	Bath Wainscot TILE/AVG	☐ Porch/Balcony None	☒ Dishwasher	☐ Assigned ☐ Owned
☐ Other (describe)	Doors WOOD/AVG	☐ Other NONE	☐ Washer/Dryer	Parking Space #

Finished area above grade contains: 3 Rooms 0 Bedrooms 2.0 Bath(s) 2,064 Square Feet of Gross Living Area Above Grade

Are the heating and cooling for the individual units separately metered? ☒ Yes ☐ No If No, describe and comment on compatibility to other projects in the market area.

Additional features (special energy efficient items, etc.). NONE

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;Kitchen-remodeled-timeframe unknown;Bathrooms-remodeled-timeframe unknown;The subject has been remodeled and has been well maintained. The subject features limited physical depreciation and normal wear and tear.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe.

PRIOR SALE HISTORY

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

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

Data source(s) BRIGHT MLS/BRIGHT PUBLIC RECORDS

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) BRIGHT MLS/BRIGHT PUBLIC RECORDS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	BRIGHT TAX RECORDS	BRIGHT TAX RECORDS	BRIGHT TAX RECORDS	BRIGHT TAX RECORDS
Effective Date of Data Source(s)	07/08/2024	07/08/2024	07/08/2024	07/08/2024

Analysis of prior sale or transfer history of the subject property and comparable sales NO SALES HISTORY FOR SUBJECT WITHIN 36 MONTHS. NO OTHER SALES HISTORY FOR COMPARABLES WITHIN 12 MONTHS. ALL COMPARABLE SALES APPEAR TO HAVE BEEN "ARMS LENGTH" TRANSACTIONS.

Individual Condominium Unit Appraisal Report

File No. 2022-22 N 3Rd St Unit #201

There are 5 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 550,000 to $ 700,000 .

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 550,000 to $ 700,000 .

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address and Unit #	20 N 3RD ST 201, PHILADELPHIA, PA 19106	20 N 3Rd St 402, Philadelphia, PA 19106		112 N 2Nd St 5D6, Philadelphia, PA 19106		103 Church St 17, Philadelphia, PA 19106	
Project Name and Phase	THE DANIEL 1	THE DANIEL 1		THE NATIONAL 1		COBBLESTONE COURT 1	
Proximity to Subject		0.01 miles NW		0.16 miles NE		0.17 miles SE	
Sale Price	$		$ 699,900		$ 615,000		$ 595,000
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 339.10 sq. ft.		$ 433.71 sq. ft.		$ 371.88 sq. ft.	
Data Source(s)		Bright#PAPH2039694;DOM 754		Bright#PAPH2142194;DOM 170		Bright#PAPH2267850;DOM 127	
Verification Source(s)		BRIGHT TAX RECORDS		BRIGHT TAX RECORDS		BRIGHT TAX RECORDS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions		ArmLth Cash;49900	-49,900	ArmLth Conv;0		ArmLth Cash;0	
Date of Sale/Time		s01/24;c11/23		s06/23;c05/23		s01/24;c12/23	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	FEE SIMPLE	Fee Simple		Fee Simple		Fee Simple	
HOA Mo. Assessment	$785	$785		$674	0	$736	0
Common Elements and Rec. Facilities	None	None		CommGrnds	0	None	
Floor Location	2	4	0	5	0	4	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	MR1L;FLAT	MR1L;FLAT		MR1L;FLAT		MR1L;FLAT	
Quality of Construction	Q4	Q4		Q4		Q4	
Actual Age	124	124		17	0	164	0
Condition	C3	C3		C3		C3	
Above Grade Room Count (Total / Bdrms. / Baths)	3 / 0 / 2.0	5 / 2 / 2.0	-20,000	5 / 2 / 2.0	-20,000	5 / 2 / 2.0	-20,000
Gross Living Area	80 2,064 sq. ft.	2,064 sq. ft.		1,418 sq. ft.	51,700	1,600 sq. ft.	37,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	FHA/CAC	FHA/CAC		FHA/CAC		FHA/CAC	
Energy Efficient Items	NONE	NONE		NONE		NONE	
Garage/Carport	None	None		1g	-25,000	None	
Porch/Patio/Deck	None	None		DECK	-5,000	None	
Net Adjustment (Total)		☐ + ☒ -	$ 69,900	☒ + ☐ -	$ 1,700	☒ + ☐ -	$ 17,100
Adjusted Sale Price of Comparables		Net Adj. -10.0% Gross Adj. 10.0%	$ 630,000	Net Adj. 0.3% Gross Adj. 16.5%	$ 616,700	Net Adj. 2.9% Gross Adj. 9.6%	$ 612,100

Summary of Sales Comparison Approach SEE ATTACHED ADDENDUM

Indicated Value by Sales Comparison Approach $ 615,000

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) INCOME APPROACH WAS CONSIDERED BUT NOT APPLIED DUE TO THE LACK OF VERIFIABLE RENTAL DATA. SINGLE FAMILY HOMES ARE NOT TYPICALLY PURCHASED FOR INCOME PURPOSES.

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 615,000 Income Approach (if developed) $ 0

THE DIRECT SALES COMPARISON APPROACH WAS GIVEN THE GREATEST WEIGHT SINCE IT MOST ACCURATELY REFLECTS THE CURRENT MARKET CONDITIONS. THE INCOME APPROACH TO VALUE WAS NOT UTILIZED DUE TO THE LACK OF SUFFICIENT DATA. SINGLE FAMILY DWELLINGS ARE NOT TYPICALLY PURCHASED FOR INVESTMENT PURPOSES. THEREFORE THE INCOME APPROACH TO VALUE IS NOT APPLICABLE. THE COST APPROACH IS NOT APPLICABLE FOR CONDOMINIUMS.

This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 615,000 as of 07/08/2024 , which is the date of inspection and the effective date of this appraisal.

This report form is designed to report an appraisal of a unit in a condominium project or a condominium unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject unit, (2) inspect and analyze the condominium project, (3) inspect the neighborhood, (4) inspect each of the comparable sales from at least the street, (5) research, verify, and analyze data from reliable public and/or private sources, and (6) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

MARKET VALUE: 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, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER

Signature [redacted]
Name [redacted]
Company Name [redacted]
Company Address [redacted]
Telephone Number [redacted]
Email Address [redacted]
Date of Signature and Report 07/09/2024
Effective Date of Appraisal 07/08/2024
State Certification # [redacted]
or State License #
or Other (describe) State #
State PA
Expiration Date of Certification or License 06/30/2025

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

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

ADDRESS OF PROPERTY APPRAISED
20 N 3RD ST Unit # 201
PHILADELPHIA, PA 19106

APPRAISED VALUE OF SUBJECT PROPERTY $ 615,000

LENDER/CLIENT
Name [redacted]
Company Name [redacted]
Company Address
Email Address

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

[redacted]

Individual Condominium Unit Appraisal Report

File No. 2022-22 N 3Rd St Unit #201

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
Address and Unit #	20 N 3RD ST 201, PHILADELPHIA, PA 19106	28 N 3Rd St 4F, Philadelphia, PA 19106		28 N 3Rd St 4F, Philadelphia, PA 19106			
Project Name and Phase	THE DANIEL 1	28 N 3RD STREET 1		28 N 3RD STREET 1			
Proximity to Subject		0.02 miles NE		0.02 miles NE			
Sale Price	$		$ 640,000		$ 649,900		$
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 426.67 sq. ft.		$ 433.27 sq. ft.		$ sq. ft.	
Data Source(s)		Bright#PAPH2139244;DOM 14		Bright#PAPH2330470;DOM 84			
Verification Source(s)		BRIGHT TAX RECORDS		BRIGHT TAX RECORDS			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions		ArmLth Cash;0		Listing ;0			
Date of Sale/Time		s09/22;c08/22	+10,000	Active	0		
Location	N;Res;	N;Res;		N;Res;			
Leasehold/Fee Simple	FEE SIMPLE	Fee Simple		Fee Simple			
HOA Mo. Assessment	$785	$400	0	$400	0		
Common Elements and Rec. Facilities	None	None		None			
Floor Location	2	4	0	4	0		
View	N;Res;	N;Res;		N;Res;			
Design (Style)	MR1L;FLAT	MR1L;FLAT		MR1L;FLAT			
Quality of Construction	Q4	Q4		Q4			
Actual Age	124	122	0	124			
Condition	C3	C3		C3			
Above Grade Room Count (Total / Bdrms. / Baths)	3 / 0 / 2.0	5 / 2 / 2.0	-20,000	5 / 2 / 2.0	-20,000	/ /	
Gross Living Area 80	2,064 sq. ft.	1,500 sq. ft.	45,100	1,500 sq. ft.	45,100	sq. ft.	
Basement & Finished Rooms Below Grade	0sf	0sf		0sf			
Functional Utility	AVERAGE	AVERAGE		AVERAGE			
Heating/Cooling	FHA/CAC	FHA/CAC		FHA/CAC			
Energy Efficient Items	NONE	NONE		NONE			
Garage/Carport	None	None		None			
Porch/Patio/Deck	None	DECK	-5,000	DECK	-5,000		
Net Adjustment (Total)		[X] + [ ] -	$ 30,100	[X] + [ ] -	$ 20,100	[X] + [ ] -	$
Adjusted Sale Price of Comparables		Net Adj. 4.7% Gross Adj. 12.5%	$ 670,100	Net Adj. 3.1% Gross Adj. 10.8%	$ 670,000	Net Adj. % Gross Adj. %	$

ITEM	SUBJECT	COMPARABLE SALE NO. 4	COMPARABLE SALE NO. 5	COMPARABLE SALE NO. 6
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	BRIGHT TAX RECORDS	BRIGHT TAX RECORDS	BRIGHT TAX RECORDS	
Effective Date of Data Source(s)	07/08/2024	07/08/2024	07/08/2024	

Summary of Sales Comparison Approach

Uniform Appraisal Dataset Definitions

File No. 2022-22 N 3Rd St Unit #201

Condition Ratings and Definitions

C1 The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5 The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2 Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3 Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.
Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical /functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.
An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/ or expansion.
A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.

Uniform Appraisal Dataset Definitions

File No. 2022-22 N 3Rd St Unit #201

Abbreviations Used in Data Standardization Text

Abbrev.	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design(Style)
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
BsyRd	Busy Road	Location
cp	Carport	Garage/Carport
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
cv	Covered	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
DOM	Days On Market	Data Sources
DT	Detached Structure	Design(Style)
dw	Driveway	Garage/Carport
Estate	Estate Sale	Sale or Financing Concessions
e	Expiration Date	Date of Sale/Time
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Garage - Attached	Garage/Carport
gbi	Garage - Built-in	Garage/Carport
gd	Garage - Detached	Garage/Carport
GR	Garden Structure	Design(Style)
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
HR	High Rise Structure	Design(Style)
Ind	Industrial	Location & View
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
MR	Mid-Rise Structure	Design(Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
op	Open	Garage/Carport
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design(Style)
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RT	Row or Townhouse	Design(Style)
RH	Rural Housing - USDA	Sale or Financing Concessions
SD	Semi-detached Structure	Design(Style)
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
w	Withdrawn Date	Date of Sale/Time
Woods	Woods View	View

Other Appraiser-Defined Abbreviations

Abbrev.	Full Name	Appropriate Fields	Abbrev.	Full Name	Appropriate Fields

ADDENDUM

Borrower: [redacted] File No.: 2022-22 N 3Rd St Unit #201
Property Address: 20 N 3RD ST Case No.:
City: PHILADELPHIA State: PA Zip: 19106
Lender: [redacted]

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

Neighborhood Market Conditions
THE SUBJECT PROPERTY IS LOCATED IN A GENERALLY STABLE MARKET AREA. TYPICAL FINANCING IS CONVENTIONAL WITH BUYERS PAYING MINIMAL IF ANY POINTS. SELLER CONTRIBUTION TO CLOSING DOES NOT TYPICALLY OCCUR. FHA AND VA MORTGAGES ARE ALSO AVAILABLE.

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

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

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

GLA ADJUSTMENT FOR COMPARABLES IS FOR SURPLUS LIVING AREA AND THE ADJUSTMENT IS LESS THAN THE ACTUUAL COST TO REPLACE BECAUSE THE MARKET DOES NOT SUPPORT A FULL ADJUSTMENT OF COST TO REPLACE FOR MINIMAL DIFFERENCES IN GLA.

$10,000 BEDROOM ADJUSTMENTS WERE MADE.

A TIME ADJUSTMENT WAS MADE TO COMPARABLE SALE #4 DUE TO ITS INCREASE IN MARKET VALUE SINCE ITS TIME OF SALE.

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

MOST WEIGHT WAS GIVEN TO COMPARABLE SALES #1, #2 AND #3 BECAUSE THEY ARE THE MOST RECENT.

The appraiser has viewed the comparable sales on or about the date of inspection.

USPAP ADDENDUM

File No. 2022-22 N 3Rd St Unit #

Borrower: [redacted]
Property Address: 20 N 3RD ST
City: PHILADELPHIA County: PHILADELPHIA State: PA Zip Code: 19106
Lender/Client: [redacted]

APPRAISAL AND REPORT IDENTIFICATION

This appraisal report is one of the following types:

- [X] Appraisal Report — This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- [ ] Restricted Appraisal Report — This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My 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.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

- [X] I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- [ ] I HAVE performed services, as an appraiser or in another capacity, regarding the property that is subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- [ ] I have NOT made a personal inspection of the property that is the subject of this report.
- [X] I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- [X] A reasonable marketing time for the subject property is 30-90 day(s) utilizing market conditions pertinent to the appraisal assignment.
- [X] A reasonable exposure time for the subject property is 30-90 day(s).

APPRAISER:	SUPERVISORY APPRAISER (only if required):
Signature: [redacted]	Signature:
Name: [redacted]	Name:
Date Signed: 07/09/2024	Date Signed:
State Certification #: [redacted]	State Certification #:
or State License #:	or State License #:
or Other (describe): State #:	State:
State: PA	Expiration Date of Certification or License:
Expiration Date of Certification or License: 06/30/2025	Supervisory Appraiser inspection of Subject Property:
Effective Date of Appraisal: 07/08/2024	[ ] Did Not [ ] Exterior-only from street [ ] Interior and Exterior

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: [redacted]		File No.:	2022-22 N 3Rd St Unit #201
Property Address: 20 N 3RD ST		Case No.:	
City: PHILADELPHIA	State: PA	Zip: 19106	
Lender: [redacted]			

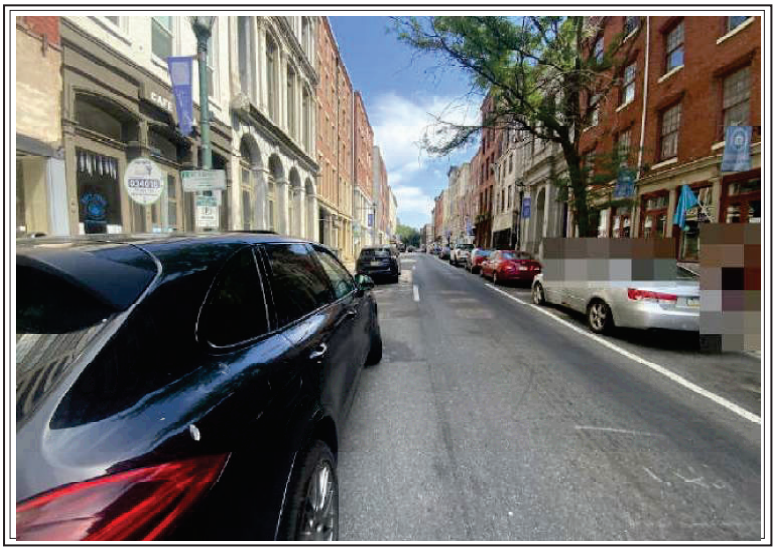


FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: July 8, 2024
Appraised Value: $ 615,000

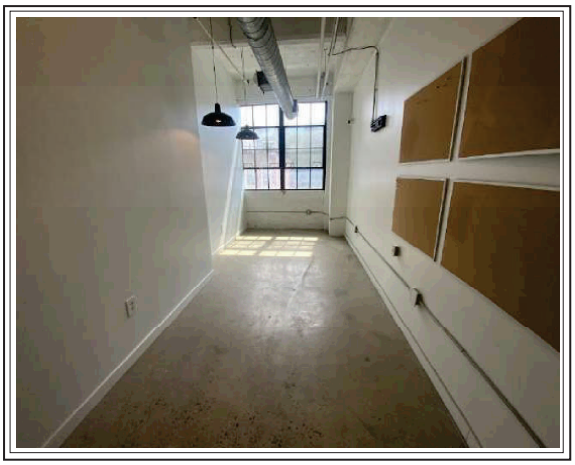


REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

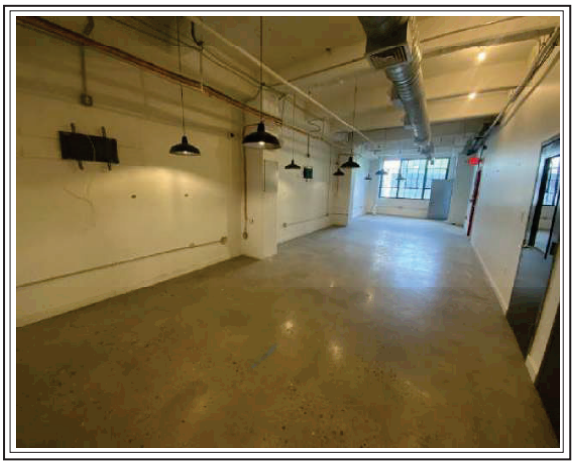
Borrower: [redacted]		File No.:	2022-22 N 3Rd St Unit #201
Property Address: 20 N 3RD ST		Case No.:	
City: PHILADELPHIA	State: PA	Zip: 19106	
Lender: [redacted]			



LIVING ROOM



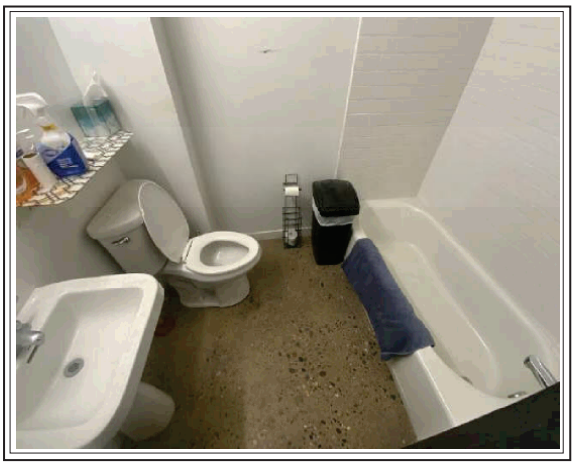
LIVING ROOM



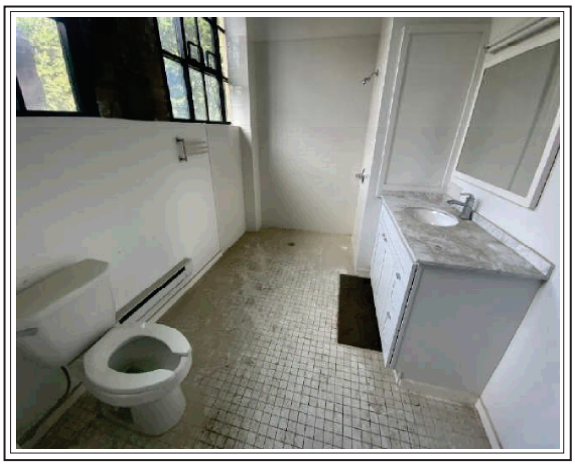
DINING ROOM



KITCHEN

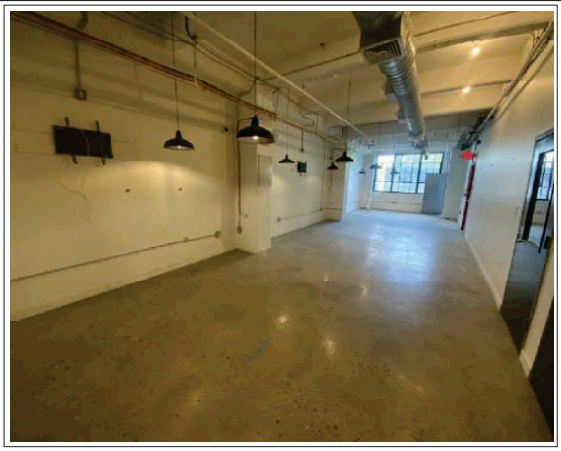


BATHROOM



BATHROOM

Borrower: [redacted]		File No.:	2022-22 N 3Rd St Unit #201
Property Address: 20 N 3RD ST		Case No.:	
City: PHILADELPHIA	State: PA	Zip: 19106	
Lender: [redacted]			



LIVING ROOM

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: [redacted]		File No.:	2022-22 N 3Rd St Unit #201
Property Address: 20 N 3RD ST		Case No.:	
City: PHILADELPHIA	State: PA	Zip: 19106	
Lender: [redacted]			



COMPARABLE SALE #1

20 N 3Rd St
402, Philadelphia, PA 19106
Sale Date: s01/24;c11/23
Sale Price: $ 699,900



COMPARABLE SALE #2

112 N 2Nd St
5D6, Philadelphia, PA 19106
Sale Date: s06/23;c05/23
Sale Price: $ 615,000



COMPARABLE SALE #3

103 Church St
17, Philadelphia, PA 19106
Sale Date: s01/24;c12/23
Sale Price: $ 595,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: [redacted]		File No.:	2022-22 N 3Rd St Unit #201
Property Address: 20 N 3RD ST		Case No.:	
City: PHILADELPHIA	State: PA	Zip:	19106
Lender: [redacted]			



COMPARABLE SALE #4

28 N 3Rd St
4F, Philadelphia, PA 19106
Sale Date: s09/22;c08/22
Sale Price: $ 640,000



COMPARABLE SALE #5

28 N 3Rd St
4F, Philadelphia, PA 19106
Sale Date: Active
Sale Price: $ 649,900

COMPARABLE SALE #6

Sale Date:
Sale Price: $

LOCATION MAP

Borrower: [redacted]		File No.:	2022-22 N 3Rd St Unit #201
Property Address: 20 N 3RD ST		Case No.:	
City: PHILADELPHIA	State: PA	Zip:	19106
Lender: [redacted]			



Borrower: [redacted] File No.: 2022-22 N 3Rd St Unit #201
Property Address: 20 N 3RD ST Case No.:
City: PHILADELPHIA State: PA Zip: 19106
Lender: [redacted]


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

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

[redacted]

License Type
Certified Residential Appraiser

[redacted]

License Status
Active

Initial License Date
05/21/2018

License Number
[redacted]

Expiration Date
06/30/2025

[redacted]

[redacted]

Acting Commissioner [redacted]

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S.§. 4911

Borrower: [redacted] File No.: 2022-22 N 3Rd St Unit #201
Property Address: 20 N 3RD ST Case No.:
City: PHILADELPHIA State: PA Zip: 19106
Lender: [redacted]

[redacted]

REAL ESTATE APPRAISERS
ERRORS AND OMISSIONS INSURANCE POLICY
DECLARATIONS

NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD.

PLEASE READ YOUR POLICY CAREFULLY.

Policy Number: [redacted] **Renewal of:** [redacted]

1. **Named Insured:** [redacted]
2. **Address** [redacted]
3. **Policy Period:** **From: June 29, 2024** **To: June 29, 2025**
   12:01 A.M. Standard Time at the address of the **Named Insured** as stated in item **2.** Above.
4. **Limit of Liability:**

	Each **Claim**	Policy Aggregate
Damages Limit of Liability	**4A. $ 1,000,000**	**4C. $ 2,000,000**
Claim Expenses Limit of Liability	**4B. $ 1,000,000**	**4D. $ 2,000,000**

5. **Deductible** (Inclusive of **Claims Expenses**):

Each **Claim**	Aggregate
5A. $500	**5B. $1,000**

6. **Policy Premium: $ 611** **State Taxes/Surcharges: $ 0**
7. **Retroactive Date: June 29, 2006**
8. **Notice to Company:** Notice of a **Claim** or Potential **Claim** should be sent to:
   [redacted]
9. **Program Administrator:** [redacted]
10. **Forms and Endorsements Attached at Policy Inception:** See Schedule of Forms

If required by state law, this policy will be countersigned by an authorized representative of the Company.

Date: May 8, 2024 By: [redacted]
Authorized Representative

********* INVOICE *********

File Number: 2022-22 N 3Rd St Unit #201

Borrower : [redacted]

Invoice # :
Order Date : 07/03/2024
Reference/Case # :
PO Number :

20 N 3RD ST
PHILADELPHIA, PA 19106

1073 CONDO	$	400.00
	$	
Invoice Total	$	400.00
State Sales Tax @	$	0.00
Deposit	($	)
Deposit	($	)
Amount Due	$	400.00

Terms:

Please Make Check Payable To:

[redacted]

Fed. I.D. #:

Exhibit C

Purchase and Sale Agreement
Dated December 31, 2025

Docusign Envelope ID: E913C744-60B4-48DF-BEDB-D96DC7749139

PURCHASE AND SALE AGREEMENT

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

1. KEY TERMS.

A. Seller: Ryan Stumphauzer, Court Appointed Receiver
phone No.: (call counsel to Receiver) email address:c/o 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

B. Buyer: [redacted]
phone No.:_____ email address:_____
mailing address: [redacted]

C. Purchase Price: $ 450,695 (which equals Buyer's offer price of $ 450,000 plus a Transaction Fee of $ 695

D. Earnest Money Deposit: $ 22,500 (if blank, then 10% of the Purchase Price, but no less than $50,000).

E. Property: Address: 20-22 N 3rd St. #201 Philadelphia, PA 19106 as legally described on Exhibit A, including all permanent improvements thereon (but excluding any personal property unless specifically identified by addendum or amendment to this Agreement).

F. Closing Date:_____, (if blank, then (i) 30 calendar days after the Effective Date). If the Closing Date falls on a weekend or a state or federally recognized holiday, the Closing Date shall be the next business day.

G. Closing Agent: [redacted] contact [redacted] address:_____
phone number: [redacted] email address: [redacted]

H. Title Insurance Company: [redacted], title insurance agent for [redacted], and the Title Company designated by Receiver.

I. Closing Cost Allocations: As described in the Section below entitled "Closing Cost Allocations".

2. EARNEST MONEY DEPOSIT. Buyer must deposit the Earnest Money Deposit with Closing Agent on or before 5:00 p.m. in the time zone where the Property is located within 5 days 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

Docusign Envelope ID: E913C744-60B4-48DF-BEDB-D96DC7749139

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

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

4. CLOSING DELIVERIES.

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

(i) The transfer deed providing a receiver's limited warranty against title defects arising by, through or under Seller (in the form customarily used for similar transactions involving a court-appointed receiver) ("**Deed**") signed by Seller and acknowledged in accordance with the laws of the state in which the Property is located. NOTE: The Title Insurance Company reserves the right to insure over encumbrances that may appear of record but which in the commercially reasonable opinion of the Title 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 Exhibit B ("**Assignment of Leases and Contracts**") signed by Seller.

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

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

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

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

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

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

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5. CONDITIONS PRECEDENT TO CLOSING.

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

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

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

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

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

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

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

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

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

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

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

(a) Record the Deed.

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

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

7. COSTS AND PRORATIONS.

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

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

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

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

8. TERMINATION AND CANCELLATION OF ESCROW.

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

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

SELLERS INITIALS [redacted] **BUYER'S INITIALS** [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

11. SELLER'S COVENANTS.

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

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

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

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

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

12. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

(i) Governing Law and Consent to 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 filig shall be sufficient if made upon any of the parties by mail at the address for that party as specified in this Agreement. The parties further hereby waive any objection that they may now or hereafter have to the venue of any such suit or action of any nature under this Agreement being exclusive in the Court or that such suit if brought in the United States Court for the Southern District of Florida is in an inconvenient or improper court.

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

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

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

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

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

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

13. CLOSING COST ALLOCATIONS.

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

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

SELLER'S INITIALS [redacted] **BUYER'S INITIALS** [redacted]

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

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SELLER:

COURT APPOINTED RECEIVER

Signed by:
By: Ryan Stumphauzer Court Appointed Receiver
Name: Ryan Stumphauzer
Title: Court Appointed Receiver

Date: 12/31/2025

BUYER:

[NAME]

By: [redacted]
Name: [redacted]
Title:

Date: 12/31/2025

BUYER:

[NAME]

By [redacted]
Name: [redacted]
Title:

Date: 12/31/2025

LISTING BROKER (if any):

Name: [redacted]
License No.: [redacted]
State: Pennsylvania

BUYER'S BROKER (if any):

Name: [redacted]
License No.: [redacted]
State: *Pennsylvania*

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

CLOSING AGENT ACKNOWLEDGEMENT

[NAME]

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

By: _____

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EXHIBIT A

Legal Description of the Property

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ALL THAT CERTAIN unit in the property know, named and identified as 20 North Third Street Condominium, located in the City of Philadelphia, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 PA.C.S. 3101 et seq by the recording in the Philadelphia County Department of Records of a Declaration dated 3/10/2006 and recorded 3/17/2006 as Document No. 51400686, being and designated as UNIT NO. 201 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

BEING No. 20-22 North 3rd Street, Unit No. 201, 20 North Third Street Condominium.

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EXHIBIT B

Assignment and Assumption of Leases and Contracts

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EXHIBIT C

Leases

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PENNSYLVANIA RIDER TO
PURCHASE AND SALE AGREEMENT

STATE-SPECIFIC PROVISIONS.

A. Zoning Classification: CMX3

B. Sewage Facilities. In accordance with the Pennsylvania Sewage Facilities Act of January 24, 1996, No. 537 P.L. 1536, as amended, the following statement regarding the availability of a community sewage system is included: the Property ____ **IS 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. Assignment. In the event this Agreement is assigned by Buyer pursuant to Section 13(b), Buyer shall be responsible for any and all transfer taxes and fees associated with such assignment.

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ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

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

PROPERTY 20 N 3rd St #201, Philadelphia, PA 19106
SELLER Ryan Stumphauzer, 20 N 3rd St Limited
BUYER [redacted]
DATE OF AGREEMENT 01/05/2026

The parties agree that [redacted] *is removed as a Buyer from the Agreement of Sale dated 12/31/2025.* [redacted] *shall remain the sole Buyer. All other terms of the Agreement remain unchanged and in full force and effect.*

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

BUYER	[redacted]	**DATE** 01/05/2026
BUYER	[redacted]	**DATE** 01/05/2026
BUYER		**DATE**
SELLER	Ryan Stumphauzer	**DATE** 01/06/2026
SELLER		**DATE**
SELLER		**DATE**

Pennsylvania Association of Realtors®

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9/02

Exhibit 2

Proposed Order Authorizing Receiver's Sale of Real Property Located at 20-22 N. 3rd Street, Unit 201, Philadelphia, PA 19106

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.
_____/

ORDER AUTHORIZING RECEIVER'S SALE OF REAL PROPERTY LOCATED AT 20-22 N. 3rd STREET, UNIT 201, PHILADELPHIA, PA 19106

THIS CAUSE comes before the Court upon the Receiver's Motion for Order Approving Receiver's Sale of Real Property Located at 20-22 N. 3rd Street, Unit 201, Philadelphia, PA 19106 [ECF No. ____] ("Motion"), filed on January 29, 2026. 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 20-22 N. 3rd Street, Unit 201, Philadelphia, PA 19106 ("Property"). 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, [ECF No. ____], 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], regarding the Receiver's proposed sale of the Property and orders as follows:

A. The terms of the Purchase and Sale Agreement dated December 26, 2025, a copy of which is attached to the Declaration, [ECF No. ____-1], as Exhibit C ("Contract"), by and between the Receiver and EG[1] ("Buyer") in connection with the Receiver's proposed sale of the Property to Buyer is 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 $450,000, 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 Buyers' 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 their designee is responsible for all due diligence, including but not limited to, inspection of the condition of and title to the Property, and are not relying on any representation or warranty of the Receiver, except as expressly set forth in the Contract.

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

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

G. Provided Buyer or Buyers' 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 Buyers' 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 Buyers' designee ("Receiver's Deed") to effectuate the conveyance, and cause the Receiver's Deed to be recorded on the date on which close of escrow occurs pursuant to the terms of the Contract, or as determined by and between the Receiver and Buyer or Buyers' 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.

L. If requested by 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 Buyers' 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 _____, 2026.

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RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record