

IN THE COMMON PLEAS COURT FOR
ALLEGHENY COUNTY

COMMONWEALTH OF PENNSYLVANIA,
By ATTORNEY GENERAL
DAVID W. SUNDAY JR.,

Plaintiff,

v.

SEAN WALTERS, CHARLES SPENCER,
CSW FINANCIAL LLC, W GROUP
HOLDINGS LLC., RS CAPITAL, LLC,
MARLIN HOLDINGS, LLC, ALPHA REALTY
INVESTMENT LLC, ALPHA ASSET
MANAGEMENT, LLC and NSX PROPERTY
GROUP, LLC

Defendants.

CIVIL DIVISION --
EQUITY

Filed on Behalf of Plaintiff:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR., *Attorney General*

Counsel of Record for Plaintiff:

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NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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FEE:**

**Allegheny County Bar Association Lawyer Referral Service
Koppers Building
436 7th Avenue, 4th Floor
Pittsburgh PA 15219

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Attorney for Plaintiff

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COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General David W. Sunday, Jr. (“Commonwealth”) and brings this action against Sean Walters, Charles Spencer, CSW Financial LLC, W Group Holdings LLC, RS Capital, LLC, Alpha Realty Investment LLC, Alpha Asset Management, LLC, Marlin Holdings, LLC and NSX Property Group, LLC (together, “Defendants”), alleging violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (“*Consumer Protection Law*”), Pennsylvania’s Landlord-Tenant Act, 68 P.S. § 250.101-250.60 (the “*Landlord Tenant Law*”), the Pennsylvania Loan Interest and Protection Law, 41 P.S. § 101 *et seq.* (the “*Loan Interest and Protection Law*”), Pennsylvania Real Estate Seller Disclosure Law, 68 Pa. C.S. §§ 7301-7314

(the “*Real Estate Seller Disclosure Law*”), and the Pennsylvania Corrupt Organizations Act, 18 Pa. C.S.A. §911(a) *et seq.* (the “*PA COA*”).

INTRODUCTION

1. Defendants have engaged in trade or commerce within the Commonwealth of Pennsylvania by operating an enterprise over a number of years, beginning in approximately 2012, pursuant to which they prey upon both consumers who are having difficulty selling their home or have a personal need to sell it urgently (“Homeowner Consumers”) and consumers (typically persons inexperienced with home-buying or with credit issues) who are desperate to buy a home for their families (“Buying Consumers”).

2. The essence of Defendants’ scheme was to acquire contractual rights in Homeowner Consumers’ homes (but not title) by promising to pay off Homeowner Consumers’ mortgages, and then to sell those homes *that Defendants did not own* to Buying Consumers. Buying Consumers were not told that Defendants did not have title, and Homeowner Consumers were assured that Defendants would pay their mortgages and allow them to walk away from all other aspects of the home, when in reality Defendants defaulted on the mortgage obligations and created a nightmare for Homeowner Consumers and Buying Consumers.

3. A variety of unfortunate consequences to Homeowner Consumers and Buying Consumers have resulted from this unlawful, unfair and deceptive behavior.

JURISDICTION AND VENUE

4. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

5. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(1).

PARTIES

6. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222; and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

7. Defendant CSW Financial LLC is a Pennsylvania limited liability company with a registered address of 20436 Rt. 19, Suite 620-286, Cranberry Township PA 16066 and offices at 413 North Avenue, 1st Floor, Millvale Borough, Pittsburgh, PA 15209. Defendant CSW Financial LLC owns one or more of the homes and/or is a party to one or more of the contracts with consumers that are the subject of this Complaint.

8. Defendant RS Capital LLC is a Pennsylvania limited liability company with a registered address of 20436 Rt. 19, Suite 620-286, Cranberry Township PA 16066 and offices located at 413 North Avenue, 1st Floor, Millvale Borough, Pittsburgh PA 15209. Defendant RS Capital, LLC owns one or more of the homes and/or is a party to one or more of the contracts with consumers that are the subject of this Complaint.

9. Defendant W Group Holdings LLC is a Pennsylvania limited liability company with offices and registered address at 413 North Avenue, 1st Floor, Pittsburgh PA 15209. Defendant W Group Holdings LLC owns or manages one or more of the homes and/or is a party to one or more of the contracts with consumers that are the subject of this Complaint.

10. Defendant Alpha Realty Investment LLC is a Pennsylvania limited liability company with offices and registered address at 413 North Avenue, 1st Floor, Pittsburgh PA 15209. Defendant Alpha Realty Investment LLC owns or manages one or more of the homes

and/or is a party to one or more of the contracts with consumers that are the subject of this Complaint.

11. Defendant Alpha Asset Management LLC is a Pennsylvania limited liability company with offices and registered address at 413 North Avenue, 1st Floor, Pittsburgh PA 15209. Defendant Alpha Asset Management LLC owns or manages one or more of the homes and/or is a party to one or more of the contracts with consumers that are the subject of this Complaint.

12. Defendant NSX Property Group, LLC is a Pennsylvania limited liability company with its registered address and offices located at 413 North Avenue, 1st Floor, Millvale Borough, Pittsburgh, PA 15209. Defendant NSX Property Group, LLC owns or manages one or more of the homes and/or is a party to one or more of the contracts with consumers that are the subject of this Complaint.

13. Defendant Marlin Holdings, LLC is a Pennsylvania limited liability company with its registered address and offices located at 413 North Avenue, 1st Floor, Millvale Borough, Pittsburgh, PA 15209. Defendant Marlin Holdings, LLC, owns or manages one or more of the homes and/or is a party to one or more of the contracts with consumers that are the subject of this Complaint.

14. Defendant Charles Spencer is an adult individual with an address at 507 Amber View Court, Cranberry Township, PA 16066. Most notably (during times relevant to this Complaint), Charles Spencer owned at least 50% of the equity of Defendant CSW Financial LLC, and held officer and/or manager positions with CSW Financial LLC. Defendant Spencer served as Senior Affiliate Partner, Acquisitions for Defendant W Group Holdings, LLC, an officer of NSX Property Group, LLC and is believed to have held positions with other Defendant

entities at all times relevant to this Complaint. Spencer was the main contact at Defendant entities for consumer transactions that are the subject of this Complaint. He met with consumers and convinced them to execute and participate in such transactions.

15. Defendant Sean Walters is an adult individual with an address at 824 Arbordale Lane, Wexford, PA 15090. Defendant Walters is in control of and is presently the sole owner, member, officer and/or manager of all Defendant entities, and was at the time of the consumer transactions that are the subject of this Complaint either the sole or a 50% owner and officer of all the Defendant entities. Walters was the main contact at Defendant entities for various consumer transactions that are the subject of this Complaint. He met with consumers and convinced them to execute and participate in such transactions.

16. Defendant Walters filed for personal bankruptcy under Chapter 11 of the Bankruptcy Code in May, 2025. None of the other Defendants are, to the Commonwealth's knowledge, presently the subject of bankruptcy proceedings.

17. On or about the date of filing this Complaint, the Commonwealth has filed a Motion to Determine that the Automatic Stay does Not Apply with the U.S. Bankruptcy Court for the Western District of Pennsylvania, on an expedited basis, to confirm that this lawsuit can be brought against Sean Walters. The Commonwealth has not and will not take any action contrary to the Bankruptcy Code, and will not take any action to enforce a monetary judgment against Sean Walters, except and as directed by the U.S. Bankruptcy Court and/or in accordance with the Bankruptcy Code.

18. The acts and practices of Defendants described in this Complaint are willful.

19. Defendants engaged in the unlawful acts and practices described in this Complaint in concert with one another, and are jointly and severally liable for such unlawful acts and practices.

20. At all times relevant to the subject matter of this case, individual Defendants Sean Walters and Charles Spencer authorized, approved, endorsed, formulated, directed, controlled, and/or participated in the conduct of all other Defendants alleged herein.

21. Citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined.

DEFENDANTS' DECEPTIVE AND UNLAWFUL BUSINESS PRACTICES

Step One: Defendants Contract with Homeowners who Believe Their Home is Sold and Their Mortgage Paid Off

22. Defendants' first step was to offer to purchase the homes of Homeowner Consumers by paying off the mortgage on such homes. Defendants primarily used a form of "Installment Land Contract" or "Standard State of PA Lease" with an option to purchase and other terms appended thereto, to effect these transactions. Several redacted examples of contracts executed by Defendants with Homeowner Consumers for this purpose are attached hereto at Exhibit A.

23. What the contracts with Homeowner Consumers all had in common was that they provided for Defendants to take over and pay (directly or indirectly) obligations under the mortgages held by third party lenders on Homeowner Consumers' homes. In most cases, Defendants arranged to pay the Homeowner Consumers' mortgages directly. Defendants also agreed to pay homeowner association fees where applicable.

24. Defendants sometimes filed a Memorandum in the county real property public records, indicating their equity interest in Homeowner Consumers' homes, typically recording the Memorandum at the time the transaction was executed. See examples at Exhibit B hereto.

25. Defendants failed to disclose to Homeowner Consumers that the transaction was structured such that the mortgage assumed by Defendants was still in the name of Homeowner Consumers and would continue to be on their credit reports.

26. One consumer realized this unfortunate fact after signing with Defendants to sell his home in the Penn Hills area of Pittsburgh, because he was moving to Florida for a new job. He and his wife are unable to purchase a new home in Florida because the total debt of his former home (ostensibly taken off his hands by Defendants) is on their credit report as outstanding debt. Defendants have failed to pay the mortgage for several years and it is the subject of foreclosure proceedings, which has worsened the situation and damaged his credit, as described below in Paragraph 49.

27. Typically, Defendants caused Homeowner Consumers to sign documentation to be provided to their lenders that permitted Defendants to effect any and all transactions relating to the mortgage without the Homeowner Consumers' signature. Such documentation made Defendants the primary contact for the lender, rendering further communication between Homeowner Consumers and their mortgage companies difficult or impossible.

28. Irrespective of the contractual mechanism used, Defendants agreed and represented that they would pay off the mortgage on Homeowner Consumers' homes, thus assuring them that the whole burden of home ownership would be taken off their hands when in fact it was not. They typically told Homeowner Consumers that they would sell the Homeowner Consumers' homes in a short period of time, possibly renting them in the interim.

29. None of the Homeowner Consumers was told that the debt and associated mortgage in their names on the homes that they turned over to Defendants would remain in place indefinitely or that it would impact their credit.

30. Defendants have failed to pay all but one of the presently outstanding mortgages that Defendants agreed to pay on behalf of Homeowner Consumers in this manner, and the resulting defaults are wreaking havoc on the lives of the Homeowner Consumers and Buying Consumers.

Step Two: Defendants Sell Homes they do not Own to Buying Consumers

31. At the same time, Defendants offered Homeowner Consumers' homes for sale to Buying Consumers, advertising them in various media and on Defendants' website, pursuant to long term contracts. See Exhibit C hereto for an example of an advertisement and a list of Frequently Asked Questions regarding rent to own transactions that appeared on Defendants' website in the displayed or a similar form from at least 2014 through 2022.

32. The "Frequently Asked Questions" and the advertisements used by Defendants to entice Buying Consumers should have, but never, disclosed that Defendants did not have title to the houses that Defendants were advertising for sale. Instead, Defendants implied that they did have title (See, e.g., the last page of Exhibit C, where Defendants answer the question "Who holds the Deed?" by noting that "the deed will transfer at the time of pay-off of the full principal balance" without explaining that the deed was not in Defendants' name either). Defendants failed to advise consumers that Defendants did not have title, either, and the resulting risks to consumers.

33. Potential buyers who responded were led to believe that Defendants had legal title to the homes that were advertised for sale by Defendants.

34. Defendants obscured the fact that they did not own the homes they were selling, and also failed to disclose to Buying Consumers the risks of purchasing a home from someone who does not own it. They also did not disclose that the transaction, although pitched to consumers as the purchase of a home, was not recorded in the public records.

35. Defendants documented transactions with Buying Consumers utilizing similar contracts to those they used to document transactions with Homeowner Consumers. In particular, Defendants utilized what they called a “Standard State of PA Installment Land Contract Purchase Agreement” or a “Standard State of PA Lease” with an Option attached as an exhibit thereto. Examples of such contracts are set forth at Exhibit D hereto, redacted to protect consumer privacy.

36. Defendants do not provide monthly statements showing how the Buying Consumers’ payments are applied to reduce the principal balance, or the amount of the remaining principal balance. Defendants do not provide annual federal tax form 1099s to Buying Consumers showing interest paid by consumers during the year to provide a deduction on consumer tax returns.

37. Buying Consumers were misled by Defendants to believe that Defendants owned the homes that Defendants purported to sell, and that the path to home ownership was simple: just pay Defendants.

38. However, what Buying Consumers are experiencing as a result is anything but “simple.” Instead, it is a complex nightmare. See “the Scheme is Unraveling to the Detriment of Consumers,” below.

39. In addition to the deceptive and unfair nature of the transactions, many of Defendants' contracts with Buying Consumers violate the Pennsylvania *Landlord-Tenant Law* and virtually all contain interest rates in violation of the *Loan Interest and Protection Law*, as described below.

The Benefit to Defendants

40. Defendants entered into transactions as described above from approximately 2012 until at least 2020.

41. Defendants sought to profit from these transactions in multiple ways, at the expense of the Homeowner Consumers and Buying Consumers. Of course, Defendants sold the Homeowner Consumer's home to the Buying Consumer for a higher price than was owed on the Homeowner Consumer's mortgage.

42. Defendants also typically realized a cash flow by collecting a higher monthly payment from the Buying Consumer than the monthly payment owed on the Homeowner Consumer's mortgage.

43. As described above, when Defendants signed with a Homeowner Consumer, they typically structured the transaction so Defendants would directly pay the Homeowner Consumer's mortgage, without the involvement of the Homeowner Consumer.

44. Typically, Homeowner Consumers were cut entirely out of communications with their mortgage company. One consumer was told by his mortgage company that he had no authority to communicate about a mortgage *that was still in the name of the consumer and his wife*. Other Homeowner Consumers had similar experiences.

45. Because temporary federal regulations provided avenues for mortgage forbearance during COVID, Defendants found it easy to obtain temporary forbearance in paying

Homeowner Consumers' mortgages. This provided a gravy train where Defendants could collect and pocket payments from Buying Consumers without paying the mortgage on the home owed by the Homeowner Consumer. Forbearance increases the principal on the Homeowner Consumers' mortgages, because the interest that Defendants cease paying every month are added onto the principal balance of the loan. In some cases, the forbearance agreements put the total owed under a Homeowner Consumer's mortgage higher than the amount owed by the Buying Consumer who entered into a contract to purchase the home.

46. This was a short-term bonanza for Defendants, because they were able to personally pocket the entire payment by the Buying Consumer during the forbearance period, without paying down the mortgage as they had agreed to do. But it was a long-term headache for Homeowner Consumers, whose mortgage debt increased as a result of the forbearance, unbeknownst to Homeowner Consumers.

47. Another way Defendants pocketed money in connection with these transactions was to charge Buying Consumers a hefty "down payment" upon signing the contracts to sell the home to Buying Consumers. Defendants collected this "down payment" on contracts to sell homes to Buying Consumers that Defendants did not own. In one case, for example, a Buying Consumer, who is a public school teacher, gave Defendants a \$70,000 down payment on a Standard State of PA Installment Land Contract Purchase Agreement, without realizing that Defendants did not own the home in question. Defendants are in default to Homeowner Consumer in that transaction, litigation has ensued, and the Buying Consumer (who has faithfully made all subsequent payments) is in the process of losing his home.

The Scheme is Unraveling to the Detriment of Consumers

48. Defendants have defaulted on the mortgages that they agreed with Homeowner Consumers to pay, wrecking Homeowner Consumers' credit scores. At present, the Commonwealth believes that all but one presently existing mortgages subject to agreements between Defendants and Homeowner Consumers have been allowed by Defendants to go into default.

49. For example, in one case, Defendants stopped paying a mortgage that they were contractually obligated to pay on behalf of a Homeowner Consumer, and the lender sought to foreclose on the home, located in Penn Hills. The Buying Consumer had been paying diligently and was shocked when the sheriff showed up with a Complaint in eviction. Defendants have failed to pay for several years, the lender has foreclosed and the Homeowner Consumer's credit has been damaged. The Buying Consumer has stopped paying and is refusing to leave the home. More examples are described under "Consumer Stories" below.

50. Defendants' failure to pay Homeowner Consumers' mortgages caused damage to Homeowner Consumers but it also damages Buying Consumers by jeopardizing Buying Consumers' ability to purchase (or even to remain living in) the home. As described in "Consumer Stories," below, when Defendants default on Homeowner Consumers' mortgages, Buying Consumers face foreclosure and eviction, even if they are not in default of their contract to purchase the home from Defendants.

51. In certain instances, Defendants managed to pay off the Homeowner Consumer and obtain title to the home, but then mortgaged the home one or more times without the

knowledge or consent of the Buying Consumer, for amounts in excess of the remaining amount owed by the Buying Consumer, rendering Defendants unable to deliver free and clear title to Buying Consumer.

Defendants' Lease with Option to Purchase Contracts with Buying Consumers Violate the Landlord-Tenant Law

52. Contracts with Buying Consumers that are structured as lease agreements with an option to purchase contract and require Buying Consumers to maintain the habitability of the homes violate the *Landlord-Tenant Law*.

53. For example, such leases require, among other things, that Buying Consumers “keep and maintain in good order, condition and repair the structure and mechanical systems of Demised Premises including the plumbing, sewage facilities, fixtures, heating, air-conditioning and electrical equipment within the Demised Premises.” See Article 10 of the exemplar “Standard State of PA Lease” set forth at Exhibit C.

54. While allocating the obligation to maintain the habitability of homes is not unlawful in an installment land contract, it is a violation of Pennsylvania law to allocate the obligation to maintain the habitability of homes under a lease contract. *Pugh v Holmes*, 405 A.2d 897 (Pa. 1979). This obligation of a landlord to maintain the habitability of a leased home cannot be waived by the tenant. *Fair v Negley*, 390 A.2d 240 (Pa. Super. 1978).

Interest Rates in Contracts With Buying Consumers Violate the Loan Interest and Protection Law

55 Defendants also charged interest to Buying Consumers in excess of the maximum permitted by applicable law. In particular, the interest rate set forth in the Buying Consumers' installment land contracts or lease with option to purchase contracts (ranging from 3.75% per

annum to 10% per annum) is in excess of the maximum lawful interest rate permitted by the *Loan Interest and Protection Law*, 41 P.S. § 101 *et seq.* for the month and year in which each installment land contract was entered into, as described under Count II and in the Consumer Stories below.

Defendants Did not Comply with the Real Estate Seller Disclosure Law

56. Defendants failed to provide disclosures regarding defects in the homes sold to Buying Consumers, in violation of the *Real Estate Seller Disclosure Law*.

57. The *Real Estate Seller Disclosure Law* requires that a seller of residential property provide a signed and dated copy of a property disclosure form, which covers specific topics relating to the condition of the property for a prospective buyer prior to the signing of an agreement of sale.

58. This written disclosure was required prior to entering into installment land contracts or lease with option to purchase contracts with consumers, yet the Commonwealth believes and therefore avers that Defendants did not provide it prior to entering into all contracts with Buying Consumers.

59. Defendants' failure to make such required disclosures to Buying Consumers is a violation of the *Real Estate Seller Disclosure Law*.

* * *

Set forth below are several consumer stories, which exemplify the unlawful, unfair and deceptive treatment of consumers by Defendants.

Consumer Stories

60. Consumer A is a single parent and had previously been renting a home from Defendants for herself and her children in McDonald, Pennsylvania.

61. Consumer A is employed in a nearby hospital as a patient support associate.

62. Defendants convinced her that she should buy the home that she had been renting, and so she entered into a Standard PA Purchase Installment Land Contract with Defendant RS Capital, LLC on March 27, 2019, to purchase the home for \$222,000.

63. Defendants did not own Consumer A's home at the time they purported to sell it to Consumer A. Instead, Defendants had signed a Standard Short Form Agreement of Sale for Real Estate with the owners in 2014 but they had not closed and did not hold title.

64. Defendants were sued in 2018 for breaking the terms of their agreement with the Homeowner Consumer, including failure to pay the Homeowner Consumer's mortgage. Via unknown means, Defendants obtained title to the home they sold to Consumer A in 2019 five years later, in June, 2024.

65. Consumer A gave Defendants a \$22,000 down payment, in accordance with the contract that Defendants asked her to sign.

66. The interest rate in the contract varies between 5.95% to 6.15%; however, the maximum lawful rate of interest that could be charged by Defendants on Consumer A's contract under the Loan Interest and Protection Law in March, 2019, was 5.25%.

67. In 2024, Consumer A fell behind and Defendants promptly filed a Complaint against Consumer in Allegheny County landlord-tenant court, and obtained a judgment and order of possession against Consumer A.

68. Defendants did not comply with the notice and due process rights afforded to consumers under the *Loan Interest and Protection Law* or the foreclosure process required under Pennsylvania law to extinguish equity interests in real estate. Instead, Defendants wrongly filed

the action against Consumer A in landlord tenant court, in an effort to quickly remove Consumer A and her family.

69. Consumer A, unrepresented and not realizing that Defendants had sued her in the wrong court, paid the judgment of the landlord tenant court and remained in the home.

70. Consumer A has been current and timely paid under her installment land contract since 2024.

71. The current principal balance to pay off Consumer A's installment land contract in full is approximately \$170,000 (without reduction of the interest rate to the maximum lawful rate permitted under the *Loan Interest and Protection Law*). This amount is an estimation and is consistent with the terms of the contract between Defendants and Consumer A, although Defendants do not provide monthly or annual statements and do not comply with their obligation to provide an annual federal form 1099 showing interest paid by Consumer A.

72. At around the same time that Defendants wrongly sued Consumer A in landlord tenant court, and unbeknownst to Consumer A, Defendants borrowed \$145,000 from Equity Trust Company, Custodian FBO Karen Synder's IRA, and gave the lender a mortgage on Consumer A's home.

73. Unfortunately, in July, 2026, again unbeknownst to Consumer A, Defendants borrowed \$100,000 from Michael Chang, an individual, and gave this lender a second mortgage on Consumer A's home. A copy of this second mortgage is attached at Exhibit E.

74. As of today, Consumer A is actively seeking financing to pay off her remaining debt under her land installment contract. However, she only owes \$160,000 on her installment land contract (after taking into account the interest rate reduction required by the *Loan Interest*

and Protection Law), but mortgages placed by Defendants for the loans described above purport to place liens of \$245,000 against her home.

75. Likely realizing this discrepancy, and knowing that they need to get rid of Consumer A quickly, Defendants delivered an unsigned Notice of Termination of Land Installment Land Contract to Consumer A on August 12, 2026.

76. Meanwhile, in September 2026, Consumer A (who is current on all payments owed under her Installment Land Contract with Defendants) was served a foreclosure notice from Equity Trust Company, Custodian FBO Karen Snyder's IRA, because Defendants have apparently defaulted on their obligations to this mortgage holder. See Exhibit F for a copy of this Complaint with the mortgage attached thereto.

Consumer B

77. Consumer B is a public school teacher.

78. On December 30, 2020, Consumer B signed a Standard State of PA Installment Land Contract Purchase Agreement with Defendants for a home in Cranberry, Pennsylvania, for a price of \$160,905, amortized over 15 years. A copy of such contract, redacted to remove information that identifies the consumer, is attached at Exhibit G.

79. Immediately upon signing the installment land contract, Consumer B gave Defendants a "Down Payment" of \$70,000, leaving a balance owed of approximately \$90,000.

80. Consumer B has never defaulted, paying consistently in accordance with the terms of the installment land contract, since it was executed. He currently owes approximately \$57,000 outstanding total debt to pay in full for his home.

81. Defendants do not currently own the home that they are purporting to sell to Consumer B, and they did not own Consumer B's home when Defendants signed a contract to sell the home to Consumer B.

82. Instead, Defendants had previously entered into Lease with "Standard Option to Purchase" with the owner of Consumer B's home on September 15, 2014, for a purchase price of \$145,000, which is also attached hereto at Exhibit G.

83. Defendants are allegedly currently in default under the Lease with "Standard Option to Purchase," and related documents, and Defendants allegedly owe the owner of Consumer B's home more than twice the amount that Consumer B currently owes under the installment land contract.

84. The current situation is perilous for Consumer B. Consumer B is fully paid up and owes less than \$60,000 to get title to his home from Defendants, but Defendants do not own it. Instead, Defendants are in default to the Homeowner Consumer who owns Consumer B's house and owe that owner more than twice what Consumer B owes to get clear title to the home.

85. In September, 2026, the Homeowner Consumer began sending aggressively threatening letters to Consumer B, and such aggressive actions by Homeowner Consumer have resulted in the imminent removal of Consumer B from the premises, notwithstanding that Consumer B has met all payment obligations under his contract with Defendants.

Consumer C

86. Consumer C is a senior citizen, a retired nurse. When her husband suddenly died in 2013, she was devastated and wanted to get away from the home in Washington, Pennsylvania where she had lived with him.

87. Emotionally distraught, she signed a “Standard Pennsylvania Installment Land Contract” dated September 26, 2013, to sell her home to Defendants.

88. Consumer C and her husband had a mortgage on the home. The terms of the deal Consumer C agreed to were that Defendants would take the property “subject to all financial and other terms of the Mortgage as if Buyer was the mortgagee and borrower under the Mortgage.” Like the other transactions that are the subject of this Complaint, Defendants agreed to buy the home for the amount due under the Mortgage, and to pay off the mortgage.

89. Several days prior to signing the installment land contract to sell her home to Defendants, Defendants “helped” Consumer C sign a Modification Agreement with her lender, adjusting the monthly payments down and providing for a balloon payment. This enabled Defendants to make a bigger “spread” on the difference between what they had to pay on Consumer C’s mortgage and the amount that the Buying Consumer they were planning to contract with would be obligated to pay them.

90. At the time of signing the installment land contract, as a result of this Modification, the total amount due on the mortgage was \$209,137.

91. Consumer C signed various documents presented by Defendants. Although she did not realize it, she signed documents turning over full control of the mortgage to Defendants.

92. When she signed with Defendants, Consumer C did not realize that Defendants were planning to sell Consumer C’s home to a third party, under a long-term land installment contract, even though Defendants did not own it. This fact was not disclosed to her.

93. Sure enough, within a month, Defendants had signed a “Standard Pennsylvania installment Land Contract Purchase Agreement” dated October 16, 2013, agreeing to sell the

house that Consumer C owned, to a Buying Consumer, although Defendants did not own the home they were purporting to sell.

94. Defendants stopped paying Consumer C's mortgage in September, 2025, without Consumer C's knowledge or consent, in violation of Defendants' contractual obligations to Consumer C.

95. Consumer C found out about the default because she was, out of the blue, presented by email with a mortgage modification agreement to sign. Because she did not think she was still a party to the mortgage, and because the modification would increase the mortgage debt, she did not sign it

96. Consumer C was flabbergasted when next she was personally served a Complaint in mortgage foreclosure in May, 2026, because of Defendants' failure to pay the mortgage. *See Deutsche Bank et al v Melissa Patterson*, CV-2026-03935 (Washington County).

97. Defendants are in blatant breach of their obligations to Consumer C. Defendants' actions have damaged Consumer C's credit and caused Consumer C anxiety and stress.

98. Meanwhile, the Buying Consumer who signed a contract with Defendants to buy Consumer C's home is still living in the home and presumably still paying monthly amounts to Defendants, thinking that they do, or will soon own the home.

Consumer D

99. Consumer D signed a Standard Pennsylvania Installment Land Contract Purchase Agreement with Defendants in October, 2012 to purchase a home in Clairton, Pennsylvania for \$59,000, at an interest rate of 8% (which jumped to 10% after five years), with \$4,000 down. She was 25 years old and was not told that she was purchasing a home in an unusual way, from

someone who did not own the home. Like most 20 year olds, she had never purchased a home before, and was vulnerable to Defendants' deception.

100. The maximum lawful interest rate under the *Loan Interest and Protection Law* in October, 2012 was 4.5%. Nonetheless, Consumer D has been charged more than twice that maximum lawful rate by Defendants.

101. Shortly after moving in, Consumer D had to fix a burst radiator, and a flooded basement. None of these problems had been disclosed to her by Defendants before she purchased the house.

102. Last year, someone broke into the home and stole all the copper piping, causing major repair problems. Because Consumer D does not have title to the home, she had to purchase her insurance through Defendants, and therefore had to allow Defendants to manage the claims process to repair this damage.

103. The insurance company insuring the premises insisted on delivering the insurance check to repair the vandalism to the Homeowner Consumer, in the amount of \$3,944. It was delivered in March, 2025.

104. Defendants picked up the insurance check from Homeowner Consumer.

105. As of the date here, Defendants have not repaired the vandalism to the premises and the premises remains uninhabitable as a result, notwithstanding that the insurer on the property paid \$3,944 to have those repairs done.

106. As of the date of filing, the copper pipes have not been replaced and Consumer D cannot live in the house.

107. Consumer D is concerned that Defendants have pocketed the insurance money rather than apply it to remediate the damage to the home. Consumer D has been up to date on

her payments since the inception of the “rent to own” contract, but recently withheld several months of rent because Defendants have neither given her the insurance proceeds to repair the damage that is rendering her home unliveable, and have not used the insurance proceeds to repair the damage themselves.

108. Several months before Consumer D signed the contract with Defendants, the owner of the property signed an Installment Land Contract with Defendants, agreeing to sell the property to Defendants for the amount of the outstanding balance of the mortgage (\$35,000).

109. The Homeowner Consumer met Defendants via an ad in the Pennysaver. The Homeowner Consumer had gotten married and wanted to get out from under her mortgage. Defendants assured her they would take over and she would not have to worry about it.

110. During COVID, Defendants cajoled the Homeowner Consumer into signing a Forbearance Agreement with the lender, and ceased mortgage payments, notwithstanding that Consumer D was paying timely.

111. At the end of the forbearance period, Homeowner Consumer was prevailed upon by Defendants to sign a Loan Modification for a principal balance of \$22,229 plus an additional \$5,557 Subordinate Mortgage. At that point, the loan amount was close to the same loan amount that Defendants assumed almost 10 years earlier, at the time of assuming the Homeowner Consumer’s mortgage.

112. Now Defendants have defaulted on their obligation to pay Homeowner Consumer’s mortgage. No one at the mortgage company will speak to the Homeowner Consumer, because Defendants have taken action to block her communication, but she can get information on the automated system and realizes that the mortgage is in default.

113. At present, the Homeowner Consumer is facing a mortgage in approximately the same amount that Defendants agreed to pay 14 years ago (but did not), and Consumer D is facing possible foreclosure and ejection due to Defendants' breach of their obligation to pay the Homeowner Consumer's mortgage.

Defendants Acted in Concert and are Jointly and Severally Liable

114. Defendants acted in concert and are jointly and severally liable for wrongs to Homeowner Consumers and Buying Consumers.

115. At all times relevant to the subject matter of this lawsuit, individual Defendants Sean Walters and Charles Spencer authorized, approved, endorsed, formulated, directed, controlled, and/or participated in the conduct of Defendants alleged herein.

116. The Commonwealth brings this action to protect its citizens and enforce the aforementioned consumer protection and other laws, by obtaining permanent injunctive relief, civil penalties, restitution, legal fees, and other equitable relief for Defendants' unlawful acts and practices.

**COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW:
DECEPTION AND UNFAIRNESS IN THE PURCHASE AND SALE OF HOMES**

117. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

118. As described above, among other deceptive and unfair acts or practices:

- a. Defendants constructed and carried out a scheme described above whereby they agreed to purchase homes on an installment basis from Homeowner Consumers (typically agreeing to make payments on Homeowner Consumers' mortgages) without disclosing to Homeowner Consumers the risks and complications of such an arrangement, without disclosing the fact that Homeowner Consumers remained legally obligated to pay the mortgages that Defendants purported to assume, and without disclosing the effect failure to pay off Homeowner Consumers'

mortgages would have on Homeowner Consumers' credit ratings and ability to obtain loans in the future;

- b. Defendants constructed and carried out a scheme described above whereby they deceptively entered into contracts to sell homes to Buying Consumers that Defendants did not own;
- c. Defendants failed to disclose to Buying Consumers that Defendants did not own the homes they were purporting to sell to Buying Consumers;
- d. Defendants failed to make clear to Homeowner Consumers that the mortgages Defendants purported to "take over" were in fact still in the name of Homeowner Consumers and would continue to negatively impact Homeowner Consumers' credit scores;
- e. In virtually all cases, Defendants failed to pay their obligations under Homeowner Consumers' contracts, jeopardizing Buying Consumers' ability to purchase of the home, notwithstanding that Buying Consumers were not in default;
- f. Defendants in some cases obtained forbearance agreements or otherwise caused lenders to restructure mortgages that were in Homeowner Consumers' names, increasing debt owed under Homeowner Consumers' mortgages and further negatively impacting their credit scores;
- g. Defendants fail to provide clear and regular written accountings or required tax forms to Buying Consumers regarding current and cumulative principal and interest payments for lease with option to purchase or Installment Land Contracts, thereby depriving consumers of the ability to deduct (on their tax returns) interest payments on Installment Land Contracts, and/or certainty as to how much is paid or remaining to be paid under such contracts; and
- h. Defendants mortgaged homes in which Buying Consumers were living and seeking to purchase, encumbering the clear title promised to Buying Consumers pursuant to the terms of Buying Consumers' contracts, without disclosure to or permission of Buying Consumers.

119. By engaging in such unfair and deceptive acts and practices, and others described herein, Defendants violated Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

- b. Section 201-2(4)(iii) by causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;
- c. Section 201-2(4)(v), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;
- d. Section 201-2(4)(vii), by representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- e. Section 201-2(4)(ix), by advertising goods or services with intent not to sell them as advertised;
- f. Section 201-2(4)(xiv), by failing to comply with the terms or any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- g. Section 201-2(4)(xxi), by engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. § 201-3 and § 201-2(4), (ii), (iii), (v), (vii), (ix), (xiv), and (xxi).

120. The above described conduct has been willful, was conducted by Defendants in concert, and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order against Defendants, jointly and severally:

A. Declaring Defendants' conduct as described above to be in violation of the *Consumer Protection Law*;

B. Permanently enjoining Defendants from violating the *Consumer Protection Law*;

C. Requiring Defendants to make full restitution to each and every consumer who is entitled to restitution from Defendants under Section 201-4.1 of the *Consumer Protection Law*;

D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the *Consumer Protection Law*, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the *Consumer Protection Law* where the victim is sixty (60) years of age or older;

E. Permanently enjoining Defendants from being involved in, or managing, in any manner whatsoever, directly or indirectly, any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties, or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;

F. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter, including but not limited to attorney's fees;

G. Immediately enjoining Defendants from selling, transferring, further mortgaging (or encumbering in any manner) any homes subject to Buying Consumer contracts, and halting and prohibiting the eviction of any Buying Consumers;

H. Requiring Defendants to comply with the terms of all agreements entered into with Homeowner Consumers and Buying Consumers, including without limitation paying all mortgage obligations of Homeowner Consumers;

I. Immediately entering an order temporarily prohibiting the eviction of any consumer from any residential property owned by Defendants;

J. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT II

VIOLATIONS OF THE CONSUMER PROTECTION LAW AND THE LOAN INTEREST AND PROTECTION LAW: CHARGING AN UNLAWFUL INTEREST RATE, AMONG OTHER VIOLATIONS

121. The preceding paragraphs are incorporated herein as though fully set forth below.

122. Article 3, Section 301 of the *Loan Interest and Protection Law* provides for a flexible maximum lawful interest rate for residential mortgages, based upon the Monthly Index of Long Term United States Government Bond Yields, plus an additional two and one-half percent per annum.

123. The transaction contemplated by both lease with option to purchase contracts and installment land contracts with Buying Consumers are “residential mortgages” as defined in the *Loan Interest and Protection Law*. In particular, “residential mortgage” is defined as an obligation to pay a sum of money in an original bona fide principal amount of the base figure or less, evidenced by a security document and secured by a lien upon, among other things, a single-family home located within the Commonwealth. The “base figure” is defined as \$217,873 (in 2008) as adjusted annually by the Commonwealth for inflation.¹

¹ The “base figure” escalates every year. For example, the “base figure” was \$312,159 in 2024. The purchase price set forth in all but one Buying Consumer agreement was below the applicable base figure.

124. Section 7.2 of Chapter 7 of the Pennsylvania Code clarifies that “security document” for the purposes of the *Loan Interest and Protection Law* is deemed to include, among other things, “an installment land contract, land contract or lease purchase agreement.”

125. It is settled Pennsylvania law that an installment land contract or lease purchase agreement will be deemed to be “secured by a lien upon real property” for purposes of the *Loan Interest and Protection Law*.

126. The *Loan Interest and Protection Law* prohibits charging more than the applicable maximum interest rate in effect at the time the agreement in question is entered into.

127. In all but one of the installment land contracts and lease with option to purchase contracts with Buying Consumers of which Plaintiff is aware, Defendants charged a rate which violated the *Loan Interest and Protection Law*. In some instances the rate charged by Defendants was approximately double the maximum allowable rate under Pennsylvania law during the time periods relevant to this Complaint.

128. Article 3, Section 403 and 404 of the *Loan Interest and Protection Law* requires that before a residential mortgage lender may accelerate the maturity of any residential mortgage obligation, or take other specified legal action, such person shall give the residential mortgage debtor notice of its intent at least thirty days in advance, in accordance with the requirements of that section, by registered or certified mail. Section 404 provides certain cure rights.

129. Defendants’ contracts with Buying Consumers do not include such provisions (or others) relating to notice of intent to take legal action and right to cure a default, in violation of Section 403 and 404 of the *Loan Interest and Protection Law*.

130. The Attorney General has standing to bring a civil action for injunctive relief and such other relief as may be appropriate to secure compliance with the *Loan Interest and Protection Law*. 41 P.S. § 506.

131. Defendants have violated the *Loan Interest and Protection Law* by charging Buying Consumers an unlawful rate of interest with respect to residential real estate in the Commonwealth of Pennsylvania.

132. Defendants also violated the *Loan Interest and Protection Law* by failing to afford consumers the rights required to be afforded to consumers pursuant to Section 403 and 404 of the *Loan Interest and Protection Law*.

133. Defendant has violated the *Loan Interest and Protection Law* as set forth above, and by virtue of such violations has thereby also violated Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(iii) by causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;
- c. Section 201-2(4)(v), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have; and
- d. Section 201-2(4)(xxi), by engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. § 201-3 and § 201-2(4), (ii), (iii), (v), and (xxi).

134. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described above to be in violation of the *Loan Interest and Protection Law* and *Consumer Protection Law*,

B. Permanently enjoining Defendants from violating the *Consumer Protection Law* and *Loan Interest and Protection Law*;

C. Requiring Defendants to revise any outstanding agreements with Buying Consumers to include provisions required by the *Loan Interest and Protection Law*, and an interest rate no higher than permitted by the *Loan Interest and Protection Law*;

D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the *Consumer Protection Law*, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the *Consumer Protection Law* where the victim is sixty (60) years of age or older;

E. Permanently enjoining Defendants from being involved in, or managing, in any manner whatsoever, directly or indirectly, any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties, or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;

H. Requiring Defendants to pay restitution to all Buying Consumers entitled to such restitution as a result of violation by Defendants of the *Loan Interest and*

Protection Law and requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter, including but not limited to attorney's fees; and

I. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT III

VIOLATIONS OF THE CONSUMER PROTECTION LAW: FAILURE TO COMPLY WITH THE REAL ESTATE SELLER DISCLOSURE LAW

135. The preceding paragraphs are incorporated herein as though fully set forth below.

136. Section 7303 of the *Real Estate Seller Disclosure Law* requires that any seller who intends to transfer any interest in real property shall disclose to the buyer any material defects with the property known to the seller by completing all applicable items in a property disclosure statement which satisfies the requirements of Section 7304 of such law.

137. Section 7103(A) states that the term "residential real estate transfer" when used in that part shall mean a transfer of any interest in real property located within this Commonwealth, that consists of not less than one nor more than four residential dwelling units, "whether by sale, exchange, installment sales contract, lease with an option to purchase, grant or transfer of unit in a residential condominium or cooperative." 68 Pa. C.S. § 7103(A).

138. Thus, the *Real Estate Seller Disclosure Law* applies to transactions under the contracts between Defendants and Buying Consumers.

139. A signed and dated copy of the property disclosure statement must be delivered to the buyer in accordance with Section 7305 of the *Real Estate Seller Disclosure Law* prior to the signing of an agreement of transfer by the seller and buyer with respect to the property.

140. Defendants did not consistently deliver the required disclosure statements to Buying Consumers in connection with residential real estate transactions in Pennsylvania, as required by Section 7303, 7304 and 7305 of the *Real Estate Seller Disclosure Law*. Defendants failed in some cases to comply with the requirements of Section 7303, 7304 or 7305 of the *Real Estate Seller Disclosure Law* with respect to installment land contracts and lease with option to purchase agreements.

141. Section 7311(a) of the *Real Estate Seller Disclosure Law* provides that any person who willfully or negligently violates or fails to perform any duty prescribed by any provision of that chapter shall be liable in the amount of actual damages suffered by the buyer as a result of a violation of the chapter. 68 Pa. C.S. 7311 (a).

142. Failure to provide the disclosures required under the Real Estate Seller Disclosure Law resulted in costs and other problems for consumers, who had no choice but to repair or otherwise remedy the material defects in the properties that should have been, but were not, disclosed to them.

143. Defendants failed to comply with the requirements of the *Real Estate Seller Disclosure Law* and by virtue of such failure have violated Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(iii) by causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;
- c. Section 201-2(4)(v), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have; and

- d. Section 201-2(4)(xxi), by engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. § 201-3 and § 201-2(4), (ii), (iii), (v), and (xxi).

144. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described above to be in violation of the *Real Estate Seller Disclosure Law*, and by virtue of such violation, the *Consumer Protection Law*;

B. Permanently enjoining Defendants from violating the *Real Estate Seller Disclosure Law* or the *Consumer Protection Law*;

C. Requiring Defendants to make full restitution to each and every consumer who is entitled to restitution under Section 201-4.1 of the *Consumer Protection Law*, including all actual damages incurred by consumers in repairing undisclosed defects and conditions that Defendants were required to but failed to disclose;

D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the *Consumer Protection Law*, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the *Consumer Protection Law* where the victim is sixty (60) years of age or older;

E. Permanently enjoining Defendants from being involved in, or managing, in any manner whatsoever, directly or indirectly, any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;

F. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter, including but not limited to attorney's fees; and

G. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT IV

BREACH OF IMPLIED WARRANTY OF HABITABILITY IN RESIDENTIAL LEASES

317. The preceding paragraphs are incorporated herein as though fully set forth below.

318. There is an implied warranty of habitability from the landlord in all residential leases under Pennsylvania law. *Pugh v. Holmes*, 405 A.2d 897, 905 (Pa. 1979).

319. A landlord's failure to maintain and repair the habitability of a leased premises constitutes a breach of the implied warranty of habitability.

320. As described above, Defendants entered into lease with option to purchase contracts with certain Buying Consumers that placed the obligation to maintain the habitability of the premises on the consumer, in violation of the *Pennsylvania Landlord-Tenant Law*.

321. Defendants have breached their implied warranty of habitability, repeatedly, by requiring tenants to maintain the habitability of leased homes.

322. Contractually and actually foisting the landlord's obligation to maintain habitable

leased premises onto the Buying Consumers in violation of established Pennsylvania law is unfair and deceptive behavior by Defendants, in violation of §201-2 of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(vii), by representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another; and
- c. Section 201-2(4)(xxi), by engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. § 201-3 and § 201-2(4), (ii), (vii), and (xxi).

323. The above-described conduct has been willful and is unlawful under §201-2 of the *Consumer Protection Law*, 73 P.S § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described above to be in violation of the **Landlord-Tenant Law** and the *Consumer Protection Law*;
- B. Permanently enjoining Defendants from violating the *Landlord-Tenant Law* and the *Consumer Protection Law*;
- C. Requiring Defendants to make full restitution to each and every consumer who is entitled to restitution from Defendants under Section 201-4.1 of the *Consumer Protection Law*;

D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the *Consumer Protection Law*, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the *Consumer Protection Law* where the victim is sixty (60) years of age or older;

E. Permanently enjoining Defendants from being involved in, or managing, in any manner whatsoever, directly or indirectly, any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties, or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;

F. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter, including but not limited to attorney's fees; and

G. Granting such other general, injunctive, equitable and/or further relief as the Court deems just and proper.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
ATTORNEY GENERAL

Date: 10/13/26

By: 

Susan A. Apel
Senior Deputy Attorney General
PA ID No. 50597
Attorney for the Commonwealth
Office of Attorney General
1251 Waterfront Place
Pittsburgh PA 15222

VERIFICATION

I, Rodney Troupe, being duly sworn according to law, hereby state that I am an Agent with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Pittsburgh Regional Office, that I am authorized to make this verification on behalf of the Plaintiff and that the facts in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.



Rodney Troupe
Senior Civil Investigator

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents, differently than non-confidential information and documents.

Submitted by: Susan A April
Signature: [Signature]
Name: Susan April
Attorney No. (if applicable) 50597

EXHIBIT A



STANDARD PA PURCHASE INSTALLMENT LAND CONTRACT

This **INSTALLMENT LAND CONTRACT** (the "**Contract**") is made as of January 10, 2017, has an effective date of _____, 2017 (the "**Effective Date**") and is by and between _____ ("**Seller**"), and, W Group Holdings LLC, a Pennsylvania limited liability company having a Pennsylvania business address of 413 North Avenue, Pittsburgh, Pennsylvania 15209 ("**Buyer**").

WITNESSETH:

WHEREAS, subject to the terms and conditions hereof, Buyer desires to purchase from Sellers and Sellers desire to sell to Buyer that certain lot or parcel of real property, and the improvements located thereon, known as 1248 Crest Drive, Oakdale, Allegheny County, Pennsylvania 15071, all such property being described further herein and on Exhibit B attached hereto and made a part hereof (the "**Property**").

NOW, THEREFORE, intending to be legally bound hereby, the parties mutually agree as follows:

1. **Sale.** Subject to the performance by Buyer of all the covenants, provisions and conditions hereinafter set forth, Sellers hereby agree to sell and convey to Buyer, and Buyer hereby agrees to purchase from Sellers, the Property. Although a deed to the Property will be executed at the Initial Closing (defined herein), said deed will not be immediately recorded and thus title of record to the Property will not change until the terms and conditions of this Contract are completed. Notwithstanding the forgoing, it is the intent of the parties that, on and after the Initial Closing, all benefits as well as liabilities of ownership of the Property shall inure to Buyer.

2. **Current Mortgage.** Sellers represent and Buyers acknowledge that the Property in total is subject to a mortgage dated May 30, 2008 in the original amount of Two Hundred Fifty-Five Thousand (\$255,000) Dollars pursuant to which National City Mortgage, is the lender (the "**Original Lender**;" the term "Original Lender" shall apply to any successors and/or assigns of National City Mortgage) (the "**Mortgage**"). As further described herein, Buyer acknowledges that Buyer, relative to Sellers, shall be subject to all financial and other terms of the Mortgage as if Buyer was the mortgagee and borrower under the Mortgage. For any terms and provisions of the Mortgage that cannot be performed directly by Buyer but rather require action or steps to be taken by Sellers, Buyer will use all good faith efforts to assist Sellers in compliance with such enforced terms and conditions. As of the date hereof, the parties acknowledge the Mortgage currently has a balance owing in the amount of Two Hundred Forty Thousand One Hundred Seventeen & 45/100 (\$240,117.45) Dollars.

Buyer and Seller understand that Seller is currently in the process of undergoing a loan modification on the first mortgage indicated above. Seller agrees to continue loan modification process with the Lender. Both Buyer and Seller agree to cooperate fully in the process.

If modification is approved, Seller shall promptly communicate approval and terms to Buyer. Seller shall promptly return final loan modification paperwork to Lender. Buyer agrees

to begin making new payments to Lender based on the modification terms to include the initial trial period payments called for under the modification. Upon modification approval, Buyer agrees to compensate Seller fifty (50%) percent of any savings in total monthly payment as a direct result of the modification approval below One Thousand Eight Hundred (\$1800) Dollars per month for the first twelve (12) months of the newly modified loan.

During the loan modification process, there are several reasons why a modification may not get approved at the first attempt. For example, the lender takes too long to process the modification, or eligibility criteria may change. Seller agrees to cooperate with Buyer in the event the first attempt of the modification is unsuccessful. Seller agrees to fully cooperate with Buyer in resubmitting and applying again for modification up to the maximum allowed attempts by the Lender. In the event the maximum allowed attempts by the Lender have been reached resulting in a denial of the modification, then Buyer agrees to work directly with Lender on arranging a repayment plan. From that point forward, the Buyer shall be fully responsible for the payment.

Upon final approval of loan modification, Buyer may choose to record and transfer deed at any point going forward. Buyer and Seller understand that Buyer will pay for all costs associated with transferring the deed.


Signed Acknowledgement

Jan 12, 2017
Date

3. Purchase Price. The total purchase price for the Property shall be Two Hundred Forty Thousand One Hundred Seventeen & 45/100 (\$240,117.45) Dollars, provided, however, that the purchase price at the time of Closing shall be the then-owing balance of the Mortgage (the "**Purchase Price**"), payable as provided in this Contract. Good faith hand money to be paid as Twenty-Five (\$25.00) Dollars upon execution of this Agreement.

4. Payments

(a). Monthly Payments. The parties hereto agree that the amount of the monthly payments payable by Buyer shall be identical to the amount of the monthly payments owed by Sellers to the Original Lender as such amounts are reflected in the monthly loan statements provided to Sellers by the Original Lender. The monthly payments due pursuant to the Original Mortgage shall be collectively referred to herein as the "**Original Monthly Payments**". By not later than the 15th day of each month prior to the month in which such Original Monthly Payments are due, Sellers shall provide Buyer with a copy of each such monthly loan statement received by Sellers from the Original Lender. By way of example, for the Original Monthly Payments due by Sellers to the Original Lender on July 1, 20xx, Buyer shall make payment to Sellers in an amount equal to the Original Monthly Payments by not later than June 15, 20xx.

(b). Taxes and Insurance. Buyer shall be responsible for the payment of taxes and insurance regardless of whether said expenses are being escrowed by the Original Lender and thus included in the Original Monthly Payments. As between Buyer and Sellers, Buyer shall be a third-party beneficiary of all insurance contracts related to the Property not otherwise in the

name of Buyer.

As of the date hereof, taxes are currently being escrowed with the monthly mortgage payment. Seller acknowledges that there is no homeowner insurance currently in place on the property.

(c). First Original Monthly Payments. The first Original Monthly Payments owed by Buyer to Seller is contemplated to be for the month of _____, 2017. As the Closing Date (as defined herein) is contemplated to be _____, 2017, the parties agree that Buyer shall make said payments on the Closing Date and the closing documents shall reflect such payment being credited to Sellers and debited to Buyer.

5. Initial Closing.

(a) Initial Closing. The "Initial Closing" shall take place on _____, 2017 (the "Initial Closing Date") at a time and location to be determined by the parties. On the Initial Closing Date, the parties will be executing a settlement statement as well as other documents for purposes of clarifying the financial aspects of this transaction. At said time, among other things, Sellers shall execute a general warranty deed to be held in escrow as described herein. However, as the deed to be executed at the Initial Closing will be held in escrow until the terms of this Contract are met and otherwise satisfied, the settlement statement shall not be indicative of a change of ownership of record. Since the real estate taxes associated with the Property are being paid monthly to the Original Lender into escrow for timely payment as applicable, the settlement statement will not reflect any prorated taxes.

(b). Initial Closing Costs. Buyer shall cover all costs associated with the initial closing of this agreement

(c). Real Estate Commission. The parties acknowledge that no real estate commission is due to any party related to the transaction described herein.

6. Final Closing. The "Final Closing" shall occur on or before _____, _____ at a location to be determined by the parties. Upon payment by Buyer of the complete Purchase Price as aforesaid, as well as any other sums due Sellers, and upon full compliance with the terms and provisions set forth in this Contract, Sellers, their heirs, executors, administrators or assigns shall release the deed to the Property from escrow to Buyer. The Property shall be conveyed by fee general special warranty deed free and clear of all liens or encumbrances excepting those existing restrictions, easements and other encumbrances, if any, and title shall be such so that it may be insured at regular rates by a title insurance company licensed to do business in the Commonwealth of Pennsylvania. Both parties will cooperate with the other in providing and executing any necessary financial, legal or other documentation necessary to effectuate the recording of the deeds and otherwise the completion of the transaction contemplated herein.

(a). Settlement Costs at Final Closing. Buyer shall cover all costs associated with the final closing of this agreement.

7. Future Third-Party Occupant. Sellers understand that Buyer's willingness to enter into

this transaction may be based on an agreement with a third-party occupant not subject to this Contract. In the event intended Buyer's occupant is unable or unwilling to occupy, or Buyer is not willing to close without said intended occupant, within 90 days of this Contract, then this Contract will be terminated at no penalty to Buyer. Any good faith monies will be fully refunded in this event. Buyer may choose to close based on the terms agreed to in this Contract at any time prior to the Initial Closing. In the event Buyer chooses to close, if needed, Sellers shall grant Buyer up to an additional 60 days to close once Buyers notify Seller in writing either via e-mail or postal mail of the intent to close as per this Contract.

8. AS-IS Purchase/Inspections. Buyer acknowledges that Buyer has performed any and all inspections and other due diligence desired of Buyer and that Buyer purchases the Property in its AS-IS, WHERE-IS condition; except as noted, in paragraph 8b regarding the 30-day maintenance period upon the move-in of Buyer's initial occupant.

Notwithstanding the forgoing, Sellers acknowledge that Buyer shall perform a title search and review of the Property. In the event said search demonstrates that the Property has any liens or encumbrances affecting the property, (excepting the Mortgages, existing deed restrictions and easements of records), Buyer shall immediately notify Sellers of the same. Prior to the Initial Closing Date, Buyer shall caused to be removed any such lien or encumbrance. Buyer may terminate this Contract in the event Sellers fail to so remove.

9. Maintenance/Repairs.

(a). As of the Initial Closing Date hereof, Buyer assumes full responsibility for the maintenance and repair of the Property as would an owner of the Property, and shall hold Seller safe and harmless from any and all claims, and shall keep the Property free of all liens for work and labor done or materials furnished in connection with maintaining the Property in good order and repair.

(b). Seller(s) agree to be responsible for any maintenance items that occur within the first thirty (30) days of the initial closing.


Signed Acknowledgement

Jan 12, 2017
Date

10. Utilities. Buyers shall be responsible for all utility services supplied to the Property as of the date thereof, including without limitation gas, electricity, water, sewage and garbage collection, and Buyer agrees to have these services promptly transferred out of Seller's name.

11. Risk of Loss Casualty. Up to the Initial Closing, Seller shall assume the risk of loss. Upon completion of the Initial Closing, Buyer shall assume the risk of loss. During each party's risk of loss period, each party: (i) shall make all reasonable provisions to secure the Property at all times to prevent unauthorized persons from entering upon same; and (ii) shall not cause or permit anything to be done to the Property that would result in the insurance for the Property being cancelled or rendering the Property uninsurable. After the Initial Closing, in the event that Sellers are required to make a claim regarding the Property against Seller's insurance policy, Buyer shall be liable for the payment of any deductible related thereto. In the event of a casualty such that the Property is destroyed or damaged to the point of being uninhabitable, the insurance

proceeds shall be distributed in the following order: (i) the then-remaining balance of the Purchase Price to Seller, and (ii) the remaining proceeds to Buyer.

12. Representations and Warranties. Sellers, jointly and severally, represent and warrant the following: (i) Sellers are the true and correct fee simple owners of the Property; (ii) Sellers have the right to enter into this Contract and there are no other contracts or agreements regarding the substance of this Contract with any other person or entity that may conflict with this Contract; (iii) there is no pending litigation regarding the Property and Sellers know of no reason or possibility for any future such litigation; (iv) all representations, warranties and claims made by the Sellers in this Contract, as well as the Exhibits attached hereto, are true and correct as of the date hereof and will remain true and correct as of the Initial Closing Date; (v) the Property is zoned residential and the use of the Property is permitted and is compliant with such zoning classification; (vi) the Property is served by public water and public sewage systems; (vii) the Property has hazard insurance in an amount equal to or greater than the Purchase Price; (viii) to Sellers' knowledge, the Property is currently not in violation of any federal, state or local law, regulation, rule or code; (ix) to Sellers' knowledge, no hazardous substance, as such term is defined under federal law, has ever been stored on the Property, excepting usual and normal cleaning supplies; (x) Sellers have received no notice regarding any public improvement assessments, or other governmental or quasi-governmental assessments, against the Property other than the current real estate taxes; and (xi) the sale of the Property and this Contract are not subject to or part of a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code.

13. Ownership. Title to the Property shall remain in Seller's name and shall not be conveyed (and a deed shall not be recorded) until Buyer performs all of Buyer's obligations under this Contract. However, it is the intent of the parties and the spirit of this Contract that as of the Initial Closing, and excluding any tax considerations, Buyer shall receive all the benefits of ownership of the Property and shall assume all of the liabilities and obligations of ownership of the Property. As such, any such benefits, liabilities and obligations related to ownership of the Property and not specifically mentioned in this Contract shall be applied to the appropriate party. Accordingly, the parties hereto agree to reasonably assist the other when necessary to carry out the intent of this Contract.

14. Buyer Default. In the event that shall be in default of any terms or provisions of this Contract, Sellers shall have the right to enter the Property for the purpose of inspection. In the event that the default is for the payment of money, Buyer shall have thirty (30) days to cure such default after the date of any notice received by Buyer related thereto. For any other default, Buyer shall have ninety (90) days to cure such default after the date of any notice sent to Buyer related thereto. Such cure period for a non-monetary default shall continue for a reasonable period of time so long as Buyer is diligently pursuing efforts to cure the default. In the event that Buyer fails to cure any default within the applicable time period, Sellers shall have such remedies as afforded Sellers under any applicable law. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Contract.

15. Sellers Default. Sellers covenant that Sellers shall perform no act that would render title to the Property to be other than good and marketable during the entire term of this Contract. For the purpose of this Section, a title shall be deemed marketable even though there is a lien or

encumbrance affecting it that can be extinguished by the payment of a ascertainable sum of money. If Sellers default under this provision, Buyer shall notify Sellers and Sellers shall have thirty (30) days to cure such default. Such cure period shall continue for a reasonable period of time so long as Seller is diligently pursuing efforts to cure the default. In the event that Sellers default under this Section beyond any applicable cure period, Buyer may (i) terminate this Contract, or (ii) so long as Sellers' default continues, remain in possession of the Property under this Contract. If Buyer is not in default and has exercised his right to terminate this Contract pursuant to this Section, and Buyer has surrendered possession of the Property and notified in writing Sellers, Buyer may maintain an action to recover payments of principal made on the Purchase Price paid by Buyer with interest on any payments. If Buyer elects to terminate this Contract pursuant to this Section, such termination shall not be effective until thirty (30) days after Buyer notifies in writing of such election by certified mail. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Contract.

16. Pennsylvania Installment Land Contract Act. This Contract is subject to the Pennsylvania Installment Land Contract Law, 68 PA. C.S. §901 et seq., and Sections 3, 4, 5, 6, 7, 8 and 9 thereof (68 PA. C.S. §903-909) are incorporated herein (the "Act"); provided, however, that the default provisions in this Contract shall supersede any such provisions in the Act.

17. Coal Notice. THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. This notice is set forth in the manner provided in 52 PA. C.S. §1551, and is not intended as notice of unrecorded instruments, if any. Unless this notice is stricken, the deed for the Property will contain this notice and Purchaser will sign said notice in the deed.

18. Recording of Contract. This Contract may not be recorded in any public office. The Memorandum of Installment Land Contract executed in connection herewith shall be recorded after the Initial Closing

19. Assignment. This Contract may be assigned to another entity similarly controlled and/or owned by Buyer. However, Buyer shall have the right to lease or sale (in a manner similar to this Contract) the Property without the consent of Seller.

20. Notice. Any notice required under this Contract shall be mailed to party at the applicable address located in the opening paragraph of this Contract. Any changes of address shall not be effective unless submitted to the other party in writing.

21. Real Estate Recovery Fund. A Real Estate Recovery Fund exists to reimburse any

persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

22. Entire Agreement. This Contract represents the entire agreement between the parties hereto, and shall extend to and be binding upon their heirs, executors, administrators, successors and assigns. This Contract may not be modified except in writing signed by both parties

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EXHIBIT B

Items to be included in sale: All appliances, refrigerator, stove, oven, built in microwave (if applicable), and dishwasher.

This Exhibit B is incorporated into and is a part of the Agreement of Sale signed by the Parties this _____ day of _____, 20__.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

SELLER:



Jan 12, 2017
Date

BUYER: W Group Holdings, LLC




Sean Walters

01 / 18 / 17
Date

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

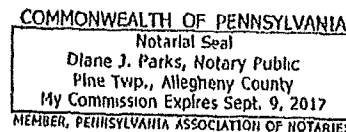
SS:

On this, the 19th day of JANUARY, 2017 before me a Notary Public, the undersigned officer, personally appeared Sean Walters, who acknowledged himself/herself to be a Member of W Group Holdings, LLC, a Pennsylvania limited liability company, and that he, as such Member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the his name on behalf of the limited liability company.

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

Diane J. Parks

My commission expires: 9-9-17



COMMONWEALTH OF VIRGINIA)
)
COUNTY OF Dinwiddie)

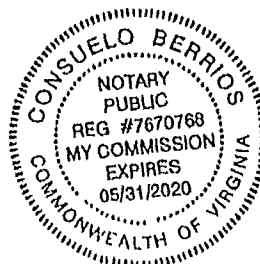
SS:

On this the 12 day of JANUARY, 2017, before me, a Notary Public, the undersigned officer, personally appeared [REDACTED] known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Consuelo Berrios

My Commission Expires: 5/31/2020



**STANDARD PENNSYLVANIA
INSTALLMENT LAND CONTRACT**

This INSTALLMENT LAND CONTRACT (the "Contract") is made as of September 26, 2013, has an effective date of October 1st, 2013 (the "Effective Date") and is by and between [REDACTED] Pennsylvania residents having an address of, 1872 The Cir, Washington, PA 15301-2658, (Seller"), and CSW Financial, LLC, a Pennsylvania limited liability company having a Pennsylvania business address of, 20436 Route 19, Suite 610-286, Cranberry, Pennsylvania 16066 ("Buyer")

WITNESSETH,

WHEREAS, subject to the terms and conditions hereof, Buyer desires to purchase from Sellers and Sellers desire to sell to Buyer that certain lot or parcel of real property, and the improvements located thereon, known as 175 Floral Hill Drive, Washington, Pennsylvania 15301, all such property being described further herein and on Exhibit A attached hereto and made a part hereof (the "Property")

NOW, THEREFORE, intending to be legally bound hereby, the parties mutually agree as follows.

1 Sale Subject to the performance by Buyer of all the covenants, provisions and conditions hereinafter set forth, Sellers hereby agree to sell and convey to Buyer, and Buyer hereby agrees to purchase from Sellers, the Property Although a deed to the Property will be executed at the Initial Closing (defined herein), said deed will not be immediately recorded and thus title of record to the Property will not change until the terms and conditions of this Contract are completed Notwithstanding the forgoing, it is the intent of the parties that, on and after the Initial Closing, all benefits as well as liabilities of ownership of the Property shall inure to Buyer Hand money in the amount of \$10 as consideration to bind this agreement is given upon acceptance of this agreement

2 Current Mortgage Sellers represent and Buyers acknowledge that the Property in total is subject to a mortgage dated January 1st, 2002 in the original amount of One Hundred Ninty Two Thousand / Dollars (\$192,000.00) pursuant to which American Home Mortgage is the lender (the "Original Lender;" the term "Original Lender" shall apply to any successors and/or assigns of Ocwen Loan Servicing, LLC (the "Mortgage") As further described herein, Buyer acknowledges that Buyer, relative to Sellers, shall be subject to all financial and other terms of the Mortgage as if Buyer was the mortgagee and borrower under the Mortgage For any terms and provisions of the Mortgage that cannot be performed directly by Buyer but rather require action or steps to be taken by Sellers, Buyer will use all good faith efforts to assist Sellers in compliance with such enforced terms and conditions. As of the date hereof, the parties acknowledge the Mortgage currently has a balance owing in the approximate amount of Two Hundred Nine Thousand One Hundred Thirty Six / Dollars 92/100 (\$209,136.92) If said mortgage is in foreclosure process at a point where Original Lender is unable or unwilling to negotiate in good faith to resolve the current delinquency, then this agreement becomes null and void

3 Purchase Price The total purchase price for the Property shall be Two Hundred Nine Thousand One Hundred Thirty Six / Dollars 92/100 (\$209,136.92) provided, however, that the purchase price at the time of Closing shall be the then-owing balance of the Mortgage (the "Purchase Price"), payable as provided in this Contract

4 Payments

(a) Monthly Payments Two payments in the amount of \$1422.18, the first one having a due date of October 1st and the second due on November 1st. These two payments will be shared by both Buyer and Seller where as Seller contributes not more than \$700 of said payments and Buyer pays the remaining balance of said payments. The parties hereto agree that the amount of the monthly payments payable by Buyer, and in some cases Seller, shall be identical to the amount of the monthly payments owed by Sellers to the Original Lender as such amounts are reflected in the monthly loan statements provided to Sellers by the Original Lender. The monthly payments due pursuant to the Original Mortgage shall be collectively referred to herein as the "**Original Monthly Payments**". Seller agrees to forward directly to Buyer their agreed upon contribution towards monthly payment and to allow Buyer to make payments directly to the mortgage holder / servicer of the complete payment amount. Failure of Seller to provide their agreed upon contribution, prior to due date of Original Monthly Payment, and unless Buyer elects on their own to waive this requirement, will constitute breach of contract and thus void this agreement in its entirety.

(aa) Refund, Buyer to refund to Seller any amount Seller contributes to current mortgage payment plus \$500 cash, upon Buyer finding a new occupant. If Buyer is unable to secure a new occupant, as per the terms of this agreement, then there is no cash refund to Seller.

(b) Taxes and Insurance Buyer shall be responsible for the payment of taxes and insurance regardless of whether said expenses are being escrowed by the Original Lender and thus included in the Original Monthly Payments. As between Buyer and Sellers, Buyer shall be a *third-party beneficiary of any and all insurance contracts related to the Property not otherwise in the name of Buyer*.

(c) First Original Monthly Payments The first Original Monthly Payments owed by Buyer to Seller is contemplated to be for the month of December, 2013 and paid directly to the current Mortgage Service provider by the Buyer.

5 Initial Closing

(a) Initial Closing. The "**Initial Closing**" shall take place within 10 days of securing new occupant, at a time and location to be determined by the parties. On the Initial Closing Date, the parties will be executing a settlement statement as well as other documents for purposes of clarifying the financial aspects of this transaction. At said time, among other things, Sellers shall execute a general warranty deed to be held in escrow as described herein. However, as the deed to be executed at the Initial Closing will be held in escrow until the terms of this Contract are met and otherwise satisfied, the settlement statement shall not be indicative of a change of ownership of record. Since the real estate taxes associated with the Property are being paid monthly to the Original Lender into escrow for timely payment as applicable, the settlement statement will not reflect any prorated taxes.

(b) Buyer Settlement Costs at Initial Closing At the Initial Closing, Buyer shall be responsible for the following costs and expenses: (i) the Allegheny County Department of Real Estate fee for recording the Memorandum of Installment Land Contract, (ii) all title searches and reviews, (iii) one-half of the settlement fee; and (iv) Buyer's legal fees.

(c). Sellers' Settlement Costs at Initial Closing. At the Initial Closing, Buyer shall be responsible for the following costs and expenses of Seller: (i) the cost for preparation of the deed; (ii) the costs of lien letters and tax certifications necessary to confirm conveyance of marketable title; (iii) the cost, if any, to extinguish any liens that exist against the Property necessary to provide marketable title, excluding the Mortgage; (iv) one-half of the settlement fee; (v) Sellers' legal fees; and (vi) one-half of the anticipated realty transfer tax. Buyer acknowledges that at the Final Closing (as defined herein), Buyer shall be responsible for payment of One Hundred percent (100%) of the realty transfer tax upon recording of the deeds.

(d). Real Estate Commission. The parties acknowledge that no real estate commission is due to any party related to the transaction described herein.

6. Final Closing. The "**Final Closing**" shall occur on or before full payoff of Original Mortgage, at a location to be determined by the parties. Upon payment by Buyer of the complete Purchase Price as aforesaid, as well as any other sums due Sellers, and upon full compliance with the terms and provisions set forth in this Contract, Sellers, their heirs, executors, administrators or assigns shall release the deed to the Property from escrow to Buyer. The Property shall be conveyed by fee general special warranty deed free and clear of all liens or encumbrances excepting those existing restrictions, easements and other encumbrances, if any, and title shall be such so that it may be insured at regular rates by a title insurance company licensed to do business in the Commonwealth of Pennsylvania. Both parties will cooperate with the other in providing and executing any necessary financial, legal or other documentation necessary to effectuate the recording of the deeds and otherwise the completion of the transaction contemplated herein.

7. Future Third-Party Occupant. Sellers understand that Buyer's willingness to enter into this transaction may be based on an agreement with a third-party occupant not subject to this Contract. In the event intended Buyer's occupant is unable or unwilling to occupy, or Buyer is not willing to close without said intended occupant, within 90 days of this Contract, then this Contract will be terminated at no penalty to Buyer. Any good faith monies will be fully refunded in this event. Buyer may choose to close based on the terms agreed to in this Contract at any time prior to the Initial Closing. In the event Buyer chooses to close, if needed, Sellers shall grant Buyer up to an additional 60 days to close once Buyers notify Seller in writing either via e-mail or postal mail of the intent to close as per this Contract.

8. AS-IS Purchase/Inspections. Buyer acknowledges that Buyer has performed any and all inspections and other due diligence desired of Buyer and that Buyer purchases the Property in its AS-IS, WHERE-IS condition. Notwithstanding the forgoing, in the event that either Seller shall become aware of any damage or other instance that would materially affect the value of the Property between the date of this Contract and the Initial Closing Date, such Seller shall have the affirmative duty to notify Buyer thereof. If said damage or instance shall either decrease the value of the Property or result in an expense repair in the amount of One Thousand Dollars (\$1,000.00) or more, Buyer shall have the option of terminating this Contract.

Notwithstanding the forgoing, Sellers acknowledge that Buyer shall perform a title search and review of the Property. In the event said search demonstrates that the Property has any liens or encumbrances affecting the property, (excepting the Mortgages, existing deed restrictions and easements of records), Buyer shall immediately notify Sellers of the same. Prior to the Initial Closing Date, Buyer shall caused to be removed any such lien or encumbrance. Buyer may

terminate this Contract in the event Sellers fail to so remove.

9. Maintenance/Repairs. As of the Initial Closing Date hereof, Buyer assumes full responsibility for the maintenance and repair of the Property as would an owner of the Property, and shall hold Seller safe and harmless from any and all claims, and shall keep the Property free of all liens for work and labor done or materials furnished in connection with maintaining the Property in good order and repair.

10. Utilities. Seller shall be responsible for all utility services supplied to the Property as of the date thereof, including without limitation gas, electricity, water, sewage and garbage collection until such time Buyer acquires acceptable occupant. At that time, Buyer agrees to have these services promptly transferred out of Seller's name into the new occupants name.

11. Risk of Loss Casualty. Up to the Initial Closing, Seller shall assume the risk of loss. Upon completion of the Initial Closing, Buyer shall assume the risk of loss. During each party's risk of loss period, each party: (i) shall make all reasonable provisions to secure the Property at all times to prevent unauthorized persons from entering upon same; and (ii) shall not cause or permit anything to be done to the Property that would result in the insurance for the Property being cancelled or rendering the Property uninsurable. After the Initial Closing, in the event that Sellers are required to make a claim regarding the Property against Seller's insurance policy, Buyer shall be liable for the payment of any deductible related thereto. In the event of a casualty such that the Property is destroyed or damaged to the point of being uninhabitable, the insurance proceeds shall be distributed in the following order: (i) the then-remaining balance of the Purchase Price to Seller; and (ii) the remaining proceeds to Buyer.

12. Representations and Warranties. Sellers, jointly and severally, represent and warrant the following: (i) Sellers are the true and correct fee simple owners of the Property; (ii) Sellers have the right to enter into this Contract and there are no other contracts or agreements regarding the substance of this Contract with any other person or entity that may conflict with this Contract; (iii) there is no pending litigation regarding the Property and Sellers know of no reason or possibility for any future such litigation; (iv) all representations, warranties and claims made by the Sellers in this Contract, as well as the Exhibits attached hereto, are true and correct as of the date hereof and will remain true and correct as of the Initial Closing Date; (v) the Property is zoned residential and the use of the Property is permitted and is compliant with such zoning classification; (vi) the Property is served by public water and public sewage systems; (vii) the Property has hazard insurance in an amount equal to or greater than the Purchase Price; (viii) to Sellers' knowledge, the Property is currently not in violation of any federal, state or local law, regulation, rule or code; (ix) to Sellers' knowledge, no hazardous substance, as such term is defined under federal law, has ever been stored on the Property, excepting usual and normal cleaning supplies; (x) Sellers have received no notice regarding any public improvement assessments, or other governmental or quasi-governmental assessments, against the Property other than the current real estate taxes; and (xi) the sale of the Property and this Contract are not subject to or part of a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code.

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Initial Closing, and excluding any tax considerations, Buyer shall receive all the benefits of ownership of the Property and shall assume all of the liabilities and obligations of ownership of the Property. As such, any such benefits, liabilities and obligations related to ownership of the Property and not specifically mentioned in this Contract shall be applied to the appropriate party. Accordingly, the parties hereto agree to reasonably assist the other when necessary to carry out the intent of this Contract.

14. Buyer Default. In the event that shall be in default of any terms or provisions of this Contract, Sellers shall have the right to enter the Property for the purpose of inspection. In the event that the default is for the payment of money, Buyer shall have thirty (30) days to cure such default after the date of any notice received by Buyer related thereto. For any other default, Buyer shall have ninety (90) days to cure such default after the date of any notice sent to Buyer related thereto. Such cure period for a non-monetary default shall continue for a reasonable period of time so long as Buyer is diligently pursuing efforts to cure the default. In the event that Buyer fails to cure any default within the applicable time period, Sellers shall have such remedies as afforded Sellers under any applicable law. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and, the failure to provide by this provision shall be a material default of this Contract.

15. Sellers Default. Sellers covenant that Sellers shall perform no act that would render title to the Property to be other than good and marketable during the entire term of this Contract. For the purpose of this Section, a title shall be deemed marketable even though there is a lien or encumbrance affecting it that can be extinguished by the payment of a ascertainable sum of money. If Sellers default under this provision, Buyer shall notify Sellers and Sellers shall have thirty (30) days to cure such default. Such cure period shall continue for a reasonable period of time so long as Seller is diligently pursuing efforts to cure the default. In the event that Sellers default under this Section beyond any applicable cure period, Buyer may (i) terminate this Contract, or (ii) so long as Sellers' default continues, remain in possession of the Property under this Contract. If Buyer is not in default and has exercised his right to terminate this Contract pursuant to this Section, and Buyer has surrendered possession of the Property and notified in writing Sellers, Buyer may maintain an action to recover payments of principal made on the Purchase Price paid by Buyer with interest on any payments. If Buyer elects to terminate this Contract pursuant to this Section, such termination shall not be effective until thirty (30) days after Buyer notifies in writing if such election by certified mail. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Contract

16. Pennsylvania Installment Land Contract Act. This Contract is subject to the Pennsylvania Installment Land Contract Law, 68 PA. C.S. §901 et seq., and Sections 3, 4, 5, 6, 7, 8 and 9 thereof (68 PA. C.S. §903-909) are incorporated herein (the "Act"); provided, however, that the default provisions in this Contract shall supersede any such provisions in the Act.

17. Coal Notice. THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR

OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. This notice is set forth in the manner provided in 52 PA. C.S. §1551, and is not intended as notice of unrecorded instruments, if any. Unless this notice is stricken, the deed for the Property will contain this notice and Purchaser will sign said notice in the deed.

18. Recording of Contract. This Contract may not be recorded in any public office. The Memorandum of Installment Land Contract executed in connection herewith shall be recorded after the Initial Closing.

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20. Notice. Any notice required under this Contract shall be mailed to party at the applicable address located in the opening paragraph of this Contract. Any changes of address shall not be effective unless submitted to the other party in writing.

21. Real Estate Recovery Fund. A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

22. Entire Agreement. This Contract represents the entire agreement between the parties hereto, and shall extend to and be binding upon their heirs, executors, administrators, successors and assigns. This Contract may not be modified except in writing signed by both parties

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

WITNESS:

Matthew Johnson

SELLERS:

[REDACTED]

By: [REDACTED]

WITNESS:

Matthew Johnson

BUYER:

CSW FINANCIAL, LLC

Charles Spencer

By: Charles Spencer, Member
-or- By: Sean Walters, Member

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Washington

SWORN TO AND SUBSCRIBED BEFORE
ME, *Linda L. McCullough*
THIS 26 OF Sept, 2013

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda L. McCullough, Notary Public
City of Washington, Washington County
My Commission Expires May 24, 2016

Exhibit A

General Parcel Information

PARCEL NUMBER: 600-005-01-03-0021-00A

Deed Book - Page: 200135701

NAME:



ADDRESS:

175 FLORAL HILL DR
WASHINGTON PA 15301

LOCATION:

175 FLORAL HILL DR
WASHINGTON

DISTRICT:

600 (SOUTH STRABANE)

PROPERTY

Residential

TYPE:

DESCRIPTION:

LOT 359
BLDG &/OR IMPROVMNTS

**DATE OF LAST
SALE**

11/19/2001

SELLING PRICE

\$190,000.00

Standard Pennsylvania Installment Land Contract Purchase Agreement

Four Page Real Estate Contract

1. *Parties and Date* This Contract is entered into on January 29th, 2013 [date], between [redacted] as "Seller" and CSW Financial, LLC, a Pennsylvania limited liability company, as "Buyers" (and/or assigns).

2. *Sale and Legal Description* Seller agrees to sell to Buyers and Buyers agree to purchase from Seller the following described real estate in Allegheny County, State of Pennsylvania having Parcel ID # 0451-C-00257-0000-00 Deed Book, 13084, Deed Page; 171. Municipality of, Penn Hills (934). Property address of;

608 Horizon View Drive, Pittsburgh, PA 15235, being a 4 bedroom, single family home.

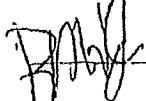
3. *Price* Buyers agree to the following: Total Price \$ 131,900.00 (est.), however, the amount due at closing is approximate and based on principal balance at time of closing. Subject to existing mortgage # 0028553527 with CENLAR FEDERAL SAVINGS BANK with an approximate balance of \$ 131,900.00 (will be adjusted based on actual closing date)

4. *Payments* As long as Buyer is fulfilling the terms of this agreement Seller cannot terminate agreement. If Buyer arranges for pay off in full the existing mortgage listed then Seller agrees to convey Title to property as outlined in paragraph 8 below. Upon termination Buyer shall no longer have an interest in the property and agree to notify existing occupant of property. Upon termination Buyer agrees to provide Seller all records and information relating to existing occupant of property. Seller agrees to continue any agreement in place with existing occupant provided occupant is meeting terms of existing agreement. Hand money in the amount of \$10 as consideration to bind this agreement is given upon acceptance of this agreement.

5. *Buyer assumes responsibility for all payments and balance of existing mortgage.* Buyer agrees to be responsible for the mortgage payment and full balance of the mortgage listed above as of date of closing. Buyer agrees that timely payments will be made on existing mortgage. Failure of Buyer to make timely payments shall be considered a default as outlined in paragraph 20 below.

6. *Other Encumbrances Against the Property* Sellers represent that the property is only subject to the first mortgage listed above which Buyer has agreed to assume in payment and balance owed at the time of closing. Any other liens or encumbrances will need to be satisfied in full by date of closing by Sellers.

7. *Effect of remaining mortgage on Sellers credit* Sellers acknowledge that while Buyers have agreed to be responsible for all payments and balance owed from the closing date forward, the existing mortgage referenced above will remain in Seller's name and continue to appear on their credit. Sellers also acknowledge that continuing to have this mortgage on their credit may or may not have an effect on their future ability to obtain credit due to individual lender requirements and/or Sellers own individual financial circumstances at that time. Buyers agree to provide any and all documentation to any future creditor of Seller indicating Buyer's past and future obligations to make all payments and responsibility for full balance owed. Seller understands that this or any other documentation including copy of this agreement and/or, copies of canceled checks from Buyer as evidence of Buyers responsibility for existing mortgage may or may not be satisfactory to future creditors of Sellers.

 SLH Sellers Initial re Paragraph 7

8. *Fulfillment Deed* Upon payment in full of existing mortgage listed above, Seller agrees to deliver to Buyers a General Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Deed to be held in escrow with agent of Buyers choosing.

 SLH Sellers Initials re Page 1

9 *Possession* Buyer is entitled to possession and full use of the property from and after the date of closing. It is the intent of the parties that, on and after the Initial Closing, all benefits as well as liabilities of ownership of the Property shall inure to Buyer

10 *Taxes, Assessments and Utility Liens* Buyers agree to pay by the date due all taxes and assessments becoming a lien against the property after the closing date. Buyers may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyers agree to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. Buyer shall indemnify and hold Seller harmless for any and all taxes, assessments, liens utility charges or any other cost, loss or expense related the property during the term of this Agreement

11 *Liens or other encumbrances incurred by Sellers after closing.* Sellers agrees to immediately satisfy upon discovery any and all liens or other encumbrances incurred by Seller after closing with Buyer. If Seller fails to promptly resolve any liens or encumbrances incurred by Seller, Buyer may promptly satisfy lien or other encumbrance on behalf of Sellers and may take any and all legal action to recover any amounts and associated costs from Sellers. Buyer shall not cause any liens, including (but not limited to) mechanic's liens, or other encumbrances to be recorded against the property. In the event such liens or encumbrances are recorded against the property, then Buyer shall indemnify and hold the Seller harmless as to such liens or encumbrances

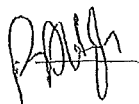
12 *Insurance* Buyers agree to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyers plus the balance due Seller, or full insurable value, whichever is lower. Buyer also agrees to maintain general liability insurance on the property with the Sellers named as an additional insured. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyers. Buyers may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyers deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyers in insurance policies then in force shall pass to Seller.

13. *Nonpayment of Taxes, Insurance and Utilities Constituting Liens* If Buyers fail to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyers shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment

14 *Condition of Property prior to closing* Buyers accept the property in its present condition and acknowledge that Sellers represent property to be in good condition and all systems and appliances are in good working order. Sellers also agree to remove any and all personal belongings not associated with the property or structures therein. In some cases Buyer may require minor cosmetic (carpet cleaning, patch walls, and paint) fixes prior to closing. Buyers agree to maintain the property in such condition as complies with all applicable laws. If Buyers discover property to be in a condition other than represented by Sellers prior to closing Buyer shall have the right to void agreement and return any collected deposit monies from Seller

15 *Condition of Property after closing* Buyers agree to be liable for any damage or defect to the property caused after the closing date as a result of occupants misuse, wear and tear, or purposeful damage. Buyers agree to be liable for the period as outlined in paragraph 4 above

16 *Inspection of Property by Buyer* Although Buyer has agreed to buy property as-is, Seller agrees to give access to Buyer, prior to closing, to verify correct operation of plumbing, electrical, heating, cooling systems, appliances, windows, doors and overall condition of property.

 SLH Sellers Initials re page 2

17 *Risk of Loss* Buyers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyers from any of Buyer's obligations pursuant to this contract.

18 *Waste* Buyers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

19 *Use of Property* The property is to be used for residential investment purposes. Buyer may use property for any permitted purpose based on current zoning laws and occupancy requirements and provided such use does not violate any laws or zoning or occupancy requirements.

20. *Default* If the Buyers fail to observe or perform any term, covenant or condition of this Contract, Seller may

(a) *Suit for Installments* Sue for any delinquent periodic payment, or

(b). *Specific Performance* Sue for specific performance of any Buyer's obligations pursuant to this contract; or

(c). *Forfeit Buyers Interest* The effect of such forfeiture includes: (i) the Buyers rights under the Contract shall be canceled; (ii) all improvements made to shall belong to Seller; and (iii) Buyers shall be required to surrender possession of the property and improvements to the Seller 30 days after the forfeiture;

21 *Receiver* If Seller has instituted any proceedings specified in Paragraph 20 and Buyers is receiving rental or other income from the property, Buyers agree that any and all rental income from that point forward shall be payable to the Seller.

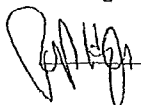
22 *Buyer's Remedy for Seller's Default* If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyers may, after 30 days written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23 *Non-Waiver* Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24 *Attorneys Fees and Costs* In the event of any breach of this Contract the party responsible for the breach agrees to pay reasonable attorney fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney fees and costs incurred in such suit or proceedings.

24a Seller understands that Buyers willingness to enter into this transaction may be based on agreement with Buyers new occupant. In the event intended Buyers occupant is unable or unwilling to occupy, or Buyer is not willing to close without said intended occupant, within 90 days of this agreement, then this agreement will be null and void. Any good faith monies will be fully refunded in this event. Buyer may choose to close based on the terms agreed to in this agreement at any time within the original contract period. In the event Buyer chooses to close, if needed, Seller shall grant Buyer up to an additional 60 days to close once Buyer notifies Seller in writing either via e-mail or postal mail of the intent to close as per this agreement.

25 *Notices* Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyers at, 20436 Route 19, Suite 620-286, Cranberry Twp, PA 16066, and to Seller at (Location to be provided at time of closing) or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

 SLH Sellers Initials 1c page 3

26. *Time for Performance.* Time is of the essence in performance of any obligations pursuant to this Contract

27. *Successors and Assigns.* Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyers

28. *Alterations.* Buyers shall not make any substantial alteration or improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

Sellers Initials: SAH

Buyers Initials: CSH

29. The sale and purchase will include the transfer to Buyer of the following items, free and clear of all encumbrances: (1) all plumbing, heating, cooling, and electrical fixtures and systems, including chandeliers; (2) all built-ins (cabinets, stove [gas/electric], microwave), disposal / sink-erator, trash compactor, refrigerator, and dishwasher); (3) fixtures; (4) all trees, shrubbery and plants; and (5) all storm doors, windows and awnings, screens, shades, venetian blinds, drapery rods and brackets, TV antenna and wall-to-wall carpeting. The following items are excluded in the sale.

Washer & Dryer

(If no additional items are to be included/excluded insert, "None" above. Partial checklists of items to be considered: automatic garage door opener, bars and bar stools, china closet, close dryer, freezer, draperies, fireplace items, fuel in tank, garden tools, lawn mower, microwave oven (free standing), mirrors, pool table, portable dishwasher, radiator covers, rugs, satellite dish, close washer, water softener, window air conditioner, or work bench.)

30. *Payment of closing costs.* Buyer agrees to pay all normal closing costs associated with this transaction. Buyer will NOT pay any costs associated with any current or expired real-estate listing contract or any other transaction costs not specific to this agreement.

31. *Entire Agreement.* This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyers.

IN WITNESS, the parties have signed and sealed this Contract the day and year first above written.

Sellers:

[Redacted Signature]

Buyers:

CSH

Sellers:

Buyers:

Date:

11/04/13

Notary Information:

Angela L. Rombach
1-29-13

Notary Information:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Unda L. Rombach, Notary Public
Penn Hills Twp., Allegheny County
My Commission Expires Nov. 10, 2013
Member, Pennsylvania Association of Notaries



STANDARD PA PURCHASE INSTALLMENT LAND CONTRACT

This Agreement is dated on: April 15, 2019

The Sellers are [REDACTED]

The Buyer is ENTITY TBD.

Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase the following described property located in North Huntingdon, Westmoreland county. The property is described as follows:

Single Family Home with an address of 12001 North Street, Irwin, PA 15642.
Parcel # 5407130081.

The property includes the personalty listed in Exhibit A.

This Agreement is subject to the terms and conditions of Exhibit A attached hereto and a part hereof. MSR [Signature] (initials of Seller and Buyer)

The total purchase price for the Property is the current mortgage amount as of the closing date (exact amount based upon principle balance as of closing date, to be filled in based on the initial closing date) _____

To be paid as follows:

Take over existing first mortgage balance

Name of Bank: NewRez Loan #0578386024 Balance as of closing date _____

Earnest Money at the time of signing of this agreement \$25 Twenty-Five Dollars

Buyer shall also be responsible for all utility services supplied to the Property as of the initial closing date, including without limitation, gas, electricity, water, sewage, and garbage collection.

The parties will conduct an Initial Closing no later than 60 days, if not sooner, after signing date of this agreement. Possession will be delivered on that date.

Initials: MSR [Signature]

Seller will maintain title to be good and marketable so that it can be insured by a reputable title insurance company at standard rates.

Wherefore, the parties agree to the foregoing terms and conditions and do hereby witness the signing of this Agreement on the date set forth above, intending to be legally bound.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

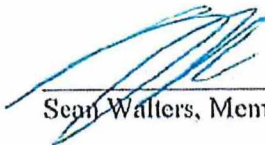
SELLERS:



4-26-19
Date

BUYERS: ENTITY TBD




Sean Walters, Member

4/20/19
Date

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Westmoreland)

SS:

On this, the 26 day of April, 2019, before me a Notary Public, the undersigned officer, personally appeared **Sean Walters**, who acknowledged himself/herself to be a Member of **ENTITY TBD**, a Pennsylvania limited liability company, and that he, as such Member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the his name on behalf of the limited liability company.

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

Hollah Graham Hollah Graham

My commission expires: August 1, 2022

Commonwealth of Pennsylvania - Notary Seal
Hollah Graham, Notary Public
Westmoreland County
My commission expires August 1, 2022
Commission number 1338440
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Westmoreland)

SS:

On this the 26 day of April, 2019, before me, a Notary Public, the undersigned officer, personally appeared **Michael Roble**, known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Hollah Graham Hollah Graham

My Commission Expires: August 1, 2022

Commonwealth of Pennsylvania - Notary Seal
Hollah Graham, Notary Public
Westmoreland County
My commission expires August 1, 2022
Commission number 1338440
Member, Pennsylvania Association of Notaries

EXHIBIT A

Current Mortgage. Seller represents the Property is subject to a mortgage in the amount stated in the Agreement of Sale. If the amount is substantially different, Buyer may terminate this Agreement. Buyer shall make the monthly mortgage payments including any tax and insurance escrow after the initial closing. As between the parties, Buyer shall be regarded as a third-party beneficiary to insurance in the name of Seller.

Initial Closing. The "Initial Closing" shall take place on or before 60 days after the effective date of the Agreement at a time and location to be determined by the Buyer. On the Initial Closing Date, among other things, Seller shall execute a special warranty deed to be held in escrow as described herein. However, as the deed to be executed at the Initial Closing will be held in escrow with Buyer until the terms of this Agreement are met and otherwise satisfied, the settlement statement shall not be indicative of a change of ownership of record. Since the real estate taxes associated with the Property are being paid monthly to the Seller's Lender into escrow for timely payment as applicable, the settlement statement will not reflect any prorated taxes. Seller shall deliver possession at the Initial Closing.

Settlement Costs at Initial Closing. At the Initial Closing, Buyer shall be responsible for the following costs and expenses: (i) the Westmorland County Department of Real Estate fee for recording the Memorandum of this Agreement; (ii) all title searches and reviews; (iii) the full settlement fee; (iv) the cost for preparation of the deed; and (v) the costs of lien letters and tax certifications necessary to confirm conveyance of marketable title. At the Initial Closing, Seller shall be responsible for the following costs and expenses: (i) the cost, if any, to extinguish any liens that exist against the Property necessary to provide marketable title, excluding the Mortgage.

Real Estate Commission. The parties acknowledge that no real estate commission is due to any party related to the transaction described herein.

Final Closing. The "Final Closing" may occur any time after 60 days from the Initial Closing Date. The Final Closing will occur no later than July 1, 2046 at a location to be determined by the Buyer. The Property shall be conveyed by special warranty deed free and clear of all liens or encumbrances acceptable to the Buyer. Both parties understand that the first mortgage may remain in place after the deed is transferred and continue to be in seller's name until paid off. Both parties will cooperate with the other in providing and executing any necessary financial, legal or other documentation necessary to effectuate the recording of the deeds and otherwise the completion of the transaction contemplated herein.

Initial: MSR SM

Seller Will Allow Access to Property by Buyer. Upon signing this Agreement, Seller agrees to grant access to Buyer or Buyer's associates with a minimum of 48 hours notice, to the Property for the purposes of showing the Property to potential occupants.

Inspection of Property By Buyer. Although Buyer has agreed to buy Property as-is, Seller agrees to give access to Buyer, prior to closing, to verify correct operation of plumbing, electrical, heating, cooling systems, appliances, windows, doors and overall condition of Property. Seller also agrees to turn over property, at time of initial closing, in move-in condition, free of trash, personal belongings, and lightly cleaned throughout (except for items agreed to be included in the sale as described in Exhibit B). Seller agrees to allow Buyer to conduct a walk-through inspection prior to the initial closing to confirm condition and items remaining that are to be included with sale as per Exhibit B. This Agreement is contingent upon Buyer performing due diligence and being satisfied the condition of the property is as it appears.

Maintenance/Repairs. As of the Initial Closing Date heretofore, except as stated below, Buyer assumes full responsibility for the maintenance and repair of the Property as would an owner of the Property, and shall hold Seller safe and harmless from any and all claims, and shall keep the Property free of all liens for work and labor done or materials furnished in connection with maintaining the Property in good order and repair.

Seller responsibility for major systems (plumbing, sewer, electrical, HVAC, and roof) will end 21 days after the first tenant or 60 days after initial closing (Date: _____), whichever is sooner.

Seller's Initials: MSK AM

Utilities. Buyer shall be responsible for all utility services supplied to the Property as of the initial closing date, including without limitation gas, electricity, water, sewage and garbage collection, and Buyer agrees to have these services promptly transferred out of Seller's name.

Ownership. Title to the Property shall remain in Seller's name of record and shall not be conveyed (and a deed shall not be recorded) until Buyer performs all of Buyer's obligations under this Agreement. However, it is the intent of the parties and the spirit of this Agreement that as of the Initial Closing, and excluding any tax considerations, Buyer shall receive all the benefits of ownership of the Property and shall assume all of the liabilities and obligations of ownership of the Property. As such, any such benefits, liabilities and obligations related to ownership of the Property and not specifically mentioned in this Agreement shall be applied to the appropriate party. Accordingly, the parties hereto agree to reasonably assist the other when necessary to carry out the intent of this Agreement.

Seller's Default. Seller covenants that Seller shall perform no act that would render title to the Property to be other than good and marketable during the entire term of this Agreement. If Seller defaults under this provision, Buyer at its election shall notify Seller and Seller shall have thirty (30) days to cure such default. Such cure period shall continue for a reasonable period of time so long as Seller is diligently pursuing efforts to cure the default. In the event of that Seller default under this Section beyond any applicable cure period, Buyer may (i) terminate this Agreement, or (ii) so long as Seller's default continues, remain in possession of the Property under this Agreement. If Buyer is not in default and has exercised its right to terminate this Agreement pursuant to this Section, and Buyer has surrendered possession of the Property and notified in writing Seller, Buyer may maintain an action to recover payments of principal made on the Purchase Price paid by Buyer with interest at the legal rate on any payments. If Buyer elects to terminate this Agreement pursuant to this Section, such termination shall not be effective until thirty (30) days after Buyer notifies in writing if such election by certified mail. Neither party shall create nor cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Agreement.

This Exhibit A is incorporated into and is a part of the Agreement signed by the Parties this 26 day of April, 2019.

WITNESS:

Kater A. Seza

WITNESS:

Kater A. Seza

SELLER:

[Redacted Signature]

BUYER:

[Redacted Signature]

EXHIBIT B

Items to be included in sale:

- Refrigerator
- Dishwasher
- Washer
- Dryer
- Workbench (in garage)
- Shelving (in garage)

This Exhibit B is incorporated into and is a part of the Agreement of Sale signed by the Parties this 26
day of April, 2019.

WITNESS:



SELLER:



WITNESS:

BUYER:



Addendum to Standard Purchase Land Contract
For the property at 12001 North Street, Irwin, PA 15642

As of the signing date of this addendum, the Seller ([REDACTED]) acknowledges that he is fully responsible for the financing agreement and payments for the RedBrick Financial Loan # 50120182416908 regarding the Heating/AC/HVAC equipment.

[REDACTED]

9-26-19
Date

[REDACTED]
R

9-26-19
Date

EXHIBIT B



Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2014-12629

BK-DE VL-15604 PG-565

Recorded On: May 21, 2014

As-Deed Agreement

Parties:

To R S CAPITAL L L C

of Pages: 7

Comment: MEMORANDUM AGRMT

***** THIS IS NOT A BILL *****

Deed Agreement 150.00

0

0

Total: 160.00

Realty Transfer Stamp

Department of Real Estate Stamp

Amend/Attached-No
NOT A DEED OF TRANSFER

EXEMPT

Value

Certified On/By: 05-21-2014 / B K

NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number 2014-12629

Receipt Number 2635623

Recorded Date/Time: May 21, 2014 03 11 55P

Book-Vol/Pg BK-DE VL-15604 PG-566

User / Station: M Ward - Cash Station 22

L&M SETTLEMENT SERVICES INC

2008 KINVARA RD

PITTSBURGH PA 15237



Jerry Tyskiewicz
Jerry Tyskiewicz, Acting Manager
Rich Fitzgerald, County Executive

6 pages

MEMORANDUM OF AGREEMENT

This Memorandum of Lease ("Memorandum") is made and entered into for the purpose of recording as of this 12th day of MAY, 2014, by and between Mary Mahoney and Kevin Carroll, Florida and Pennsylvania residents, respectively, (collectively, "Lessor/Seller") and RS Capital, LLC, a Pennsylvania limited liability company ("Lessee/Buyer").

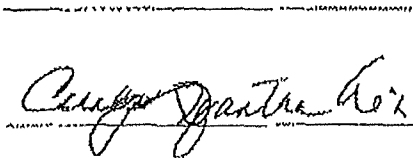
WITNESSETH:

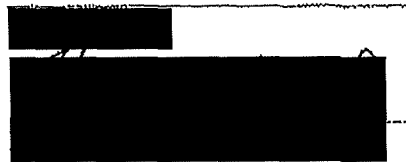
1. The name of Lessor/Seller is [REDACTED] having an address of 702 Planters Manor Way, Bradenton, FL 34212 and 3727 Millerton St. Pittsburgh, PA 15217.
2. The name of Buyer is RS Capital, LLC, a Pennsylvania limited liability company having an address of 20436 Rt 19 Suite 620-286, Cranberry, Pennsylvania 16066.
3. Buyer and Seller have previously entered into that certain residential agreement dated May 2, 2014, (the "Agreement") regarding that certain real property known 1219 Gneiss Drive, McDonald, PA 15057 (the "Property")
4. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Agreement, all of which are incorporated by reference herein.

IN WITNESS WHEREOF, Buyer and Seller have respectively executed this Memorandum as of the day and year first above written.

LESSOR/SELLER:

Witness:





LESSEE/BUYER:

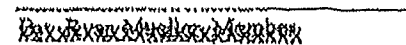
Witness:



RS Capital, LLC:


By: Sean Waters Member





IN WITNESS WHEREOF, Buyer and Seller have respectively executed this Memorandum as of the day and year first above written.

LESSOR/SELLER:

Witness:

Michael Custer



LESSEE/BUYER:

Witness:

RS Capital, LLC

By: Sean Walters, Member

By: Ryan Mueller, Member

COMMONWEALTH OF PENNSYLVANIA)

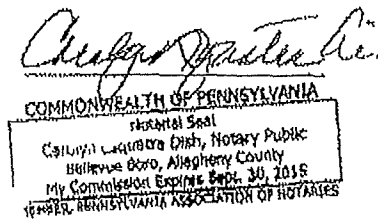
COUNTY OF Allegheny)

SS.

On this the 13th day of May, 2014, before me, a Notary Public, the undersigned officer, personally appeared Kevin Carroll, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires. 9/30/15



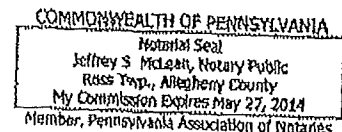
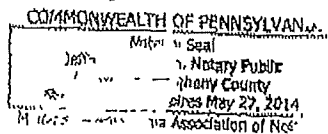
COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Allegheny }

ss:

On this, the 15 day of May, 2014 before me a Notary Public, the undersigned officer, personally appeared SEAN WALTERS, who acknowledged himself/herself to be a Member of RS Capital, LLC, a Pennsylvania limited liability company, and that he, as such Member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the his name on behalf of the limited liability company

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

My commission expires:

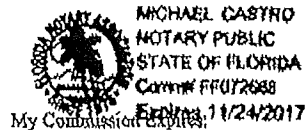


STATE OF FLORIDA }
COUNTY OF Manatee }

ss.

On this the 12th day of May, 2014 before me, a Notary Public, the undersigned officer, personally appeared Mary Mahoney, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Michael Castro
Printed Name
Notary Public

LEGAL DESCRIPTION RIDER

ALL that certain lot or parcel of ground, being Lot No. 204R, Unit "A" in the First Amendment in the Granite Ridge Plan of Lots No. 2 as recorded in Plan Book Volume 255 page 182 situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania

BEING designated as Block & Lot 583-M-201 in the Deed Registry Office of Allegheny County, Pennsylvania.

Under and subject to all reservations, restrictions, easements and rights of way as shown in prior instruments of record.

BEING the same property which Mary Mahoney and Kevin Carroll, Sellers herein, acquired by Deed from Maronda Homes, Inc., a Pennsylvania corporation dated November 30, 2010 and recorded December 17, 2010 in the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume 14458, page 376

AFTER RECORDED MAIL TO:

L&M Settlement Services, Inc.
2008 Kinvara Road
Pittsburgh, PA 15237
LM-141198

MEMORANDUM OF AGREEMENT

This Memorandum of Lease ("Memorandum") is made and entered into for the purpose of recording as of this 5th day of September, 2014, by and between Austin McCarren, Pennsylvania resident, ("Lessor/Seller") and RS Capital, LLC, a Pennsylvania limited liability company ("Lessee/Buyer").

WITNESSETH:

1. The name of Lessor/Seller is [REDACTED] having an address of: 202 Springbrook Drive, Mars, PA 16076.
2. The name of Buyer is RS Capital, LLC, a Pennsylvania limited liability company having an address of 20436 Rt 19 Suite 620-286, Cranberry, Pennsylvania 16066.
3. Buyer and Seller have previously entered into that certain residential agreement dated September 5th, 2014 (the "Agreement") regarding that certain real property known 1202 Stockton Ridge Cranberry Twp, PA 16066 (the "Property").
4. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Agreement, all of which are incorporated by reference herein.

Return Address:

RS Capital, LLC
Attn: Andrea Buckner
20436 Rt. 19
Suite 620-286
Cranberry Twp PA 16066

AMM

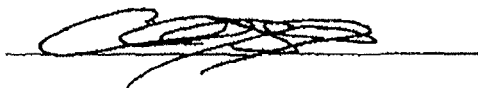


Exhibit A

All that Condominium Unit designated as Unit 114, Building 3, being a unit in Foxmoor Flats, IA Condominium, located in Cranberry Township, Butler County, Pennsylvania, all as more specifically shown and described in the Declaration of Condominium for Foxmoor Flats, A Condominium, dated November 17, 2003, and recorded November 25, 2003, in the Recorder of Deeds Office of Butler County, Pennsylvania as Instrument No. 200311250053002, as the same may be amended from time to time, and as shown on the Declaration Plan entitled Foxmoor Flats, A Condominium, Cranberry Township, Butler County, Pennsylvania prepared by Sheffler & Company, Inc., recorded November 25, 2003 at Plan Book Volume 268, Pages 41-54, as amended by the First Amended Declaration of Condominium for Phase IA of the Foxmoor Flats, A Condominium, dated October 13, 2004 recorded at Plan Book Volume 277, Pages 48-61; having a street address of 1202 Stockton Ridge.

IN WITNESS WHEREOF, Buyer and Seller have respectively executed this Memorandum as of the day and year first above written.

Witness:



LESSOR/SELLER:

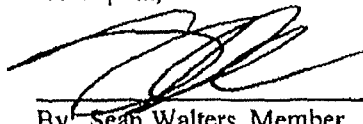


Witness:



LESSEE/BUYER:

RS Capital, LLC:



By: Sean Walters, Member

By: Ryan Mueller, Member

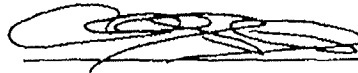


COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF BUTLER)

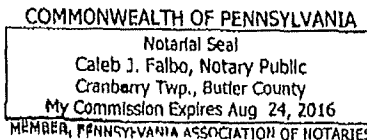
SS:

On this, the 5th day of SEPTEMBER, 2014 before me a Notary Public, the undersigned officer, personally appeared **SEAN WALTERS**, who acknowledged himself/herself to be a Member of **RS Capital, LLC**, a Pennsylvania limited liability company, and that he, as such Member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the his name on behalf of the limited liability company.

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



My commission expires: 08/24/2016



COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF BUTLER)

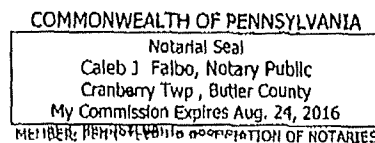
SS:

On this the 5th day of SEPTEMBER, 2014, before me, a Notary Public, the undersigned officer, personally appeared Austin McCarren, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



My Commission Expires: 08/24/2016



MOA, AM, RSC LLC, 0/00/2014 Page -3-



I HEREBY CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michele M. Mustella
Michele M. Mustella, Recorder of Deeds



Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Recorded On: May 21, 2014

Instrument Number: 2014-12628

BK-DE VL-15604 PG-560

As-Deed Agreement

Parties:

To R S CAPITAL

of Pages: 6

Comment: MEMORANDUM AGRMT

***** THIS IS NOT A BILL *****

Deed Agreement 150.00
0
0
Total: 150.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached No
NOT A DEED OF TRANSFER

EXEMPT

Value

Certified On/By: 05-21-2014 / B K

NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number 2014-12628
Receipt Number 2635623
Recorded Date/Time May 21, 2014 03:11:55P
Book-Vol/Pg BK-DE VL-15604 PG-560
User / Station M Ward - Cash Station 22

L&M SETTLEMENT SERVICES INC
2008 KINVARA RD
PITTSBURGH PA 15237



Jerry Tyskiewicz, Acting Manager
Rich Fitzgerald, County Executive

MEMORANDUM OF AGREEMENT

4 pgs

This Memorandum of Lease ("Memorandum") is made and entered into for the purpose of recording as of this 15th day of May, 2014, by and between Devesh Agarwal, Maine resident, ("Seller") and R. S. Capital, a Pennsylvania limited liability company ("Buyer").

WITNESSETH:

1. The name of Seller is [REDACTED] having an address of: 277 Enfield Rd, Lincoln, ME 04457.

2. The name of Buyer is R.S. Capital, a Pennsylvania limited liability company having an address of 20436 Rt 19 Suite 620-286, Cranberry, Pennsylvania 16066.

3. Buyer and Seller have previously entered into that certain residential agreement dated January 8, 2014 (the "Agreement") regarding that certain real property known 4207 Ivanhoe Drive, Monroeville, PA 15146 (the "Property").

4. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Agreement, all of which are incorporated by reference herein.

IN WITNESS WHEREOF, Buyer and Seller have respectively executed this Memorandum as of the day and year first above written.

SELLER:

Witness:



BUYER:

Witness:

R.S. Capital, LLC:

A handwritten signature in dark ink, appearing to read "Sean Walters", written over a horizontal line.

By: Sean Walters, Member (or)
By: _____ Member

COMMONWEALTH OF PENNSYLVANIA)

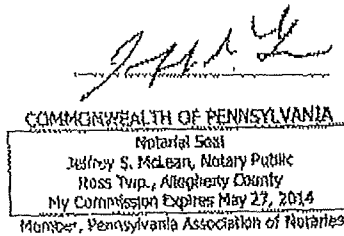
COUNTY OF Allegheny)

ss:

On this, the 15 day of May, 2014, before me a Notary Public, the undersigned officer, personally appeared **SEAN WALTERS**, who acknowledged himself/herself to be a Member of R.S. Capital, LLC a Pennsylvania limited liability company, and that he, as such Member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the his name on behalf of the limited liability company.

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

My commission expires:



State of Maine
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Maine)

ss:

On this the 15th day of May, 2014 before me, a Notary Public, the undersigned officer, personally appeared **DEVESH AGARWAL**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Bonita L. Gray

My Commission Expires. 3/5/2016

LEGAL DESCRIPTION RIDER

ALL that certain unit designated as Unit No. 4207 in Walnut Commons, a Condominium which condominium is located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, and was created to the Declaration of Condominium recorded in the Department of Real Estate, Allegheny County, Pennsylvania in Deed Book Volume 13184, page 435 and Declaration of Plans and Plans, as recorded in said County in Plan Book Volume 257, pages 175 through 177, together with a twenty (20%) percent undivided interest in the Common Elements appurtenant thereto, as set forth in the Declaration of Condominium, and being more fully bounded and described therein.

BEING designated as Block and Lot 856-P-378-4207 in the Deed Registry Office of Allegheny County, Pennsylvania.

Under and subject to all reservations, restrictions, easements and rights of way as shown in prior instruments of record.

BEING the same property which [REDACTED] Seller herein, acquired by Deed from Maninderpal Singh and Sukhvinder Kaur Dhanjal, husband and wife dated June 1, 2012 and recorded June 5, 2012 in the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume 14908, page 199.

AFTER RECORDED MAIL TO:

L&M Settlement Services, Inc.
2008 Kinvara Road
Pittsburgh, PA 15237
LM-141178

EXHIBIT C



WELCOME HOME
RENTALS
OWNER FINANCED
PROPERTIES
PITTSBURGH
INVEST WITH W GROUP
VACATION RENTALS
PROPERTY
MANAGEMENT
TENANT PORTAL
BROKERAGE SERVICES

financing.

**NO BANK NEEDED! OWN WITH AS LITTLE
AS 2% DOWN!**

MOST OF OUR [OWNER FINANCED](#) HOMES FOR SALE ARE ALSO AVAILABLE FOR RENT AND RENT-TO-OWN.

GREAT NEWS! IN THE LAST 30 DAYS, DUE TO THE CONTINUED HIGH DEMAND IN THE MARKETS WE OPERATE IN, MOST OF OUR AVAILABLE PROPERTIES HAVE BEEN TAKEN BY GREAT OCCUPANTS, SO OUR INVENTORY IS DOWN. WE SHOULD HAVE ADDITIONAL HOMES AND TOWN HOMES AVAILABLE OVER THE NEXT 30-60 DAYS. FEEL FREE TO [SIGN UP](#) ON OUR EMAIL LIST TO BE NOTIFIED AS SOON AS NEW HIGH-QUALITY PROPERTIES BECOME AVAILABLE. IN THE MEANTIME, IF YOU HAVE ANY INTEREST IN OUR PROPERTIES BELOW, LET US KNOW AND WE'D BE HAPPY TO ARRANGE A SHOWING.

PITTSBURGH, PA HOMES FOR SALE



1015 Granite Dr. McDonald, PA
4 Bed 3.5 Bath



131 Bellefield Ct. Gibsonia, PA
3 Bed 2.5 Bath

W GROUP HOLDINGS, LLC



Providing Quality Real Estate Solutions

Our Guide on How to Own a Home through Owner Financing

W Group Holdings, LLC + Affiliates
A Diversified Real Estate Services & Holding Co.
20436 Rte 19, Suite 620-286
Cranberry Twp, PA 16066

www.wgroupholdings.com

Why Owner Financing?

Since the economic meltdown that occurred in 2007-2009, it has become one of the most difficult periods in history for the average home buyer to be able to qualify and obtain a mortgage for purchasing a new home. The very strict lending environment existing today has resulted in millions of Americans, that otherwise would be very responsible home owners and desire to have the benefits of home ownership, are now not able to buy a home.

As a result of the need in the market for many, otherwise responsible families and individuals, including those that have had past credit or other financial issues, we started several years ago, to provide homes to families and individuals wishing to have the benefits and pride associated with home ownership without the need to obtain a bank mortgage.

How can I own a home without having to obtain a bank mortgage to pay for it?

There are three primary ways that we will structure the financing of a home for a buyer. Which method primarily depends on the amount of down payment a buyer is able to put down on the property upfront. Our program is based on awarding buyers that are able to put as much down as possible on the home. We can work with buyers that can put from 2%-30% down or higher.

VERY IMPORTANT → *The amount of the down payment will have a large impact on the interest rate/financing terms that we will provide on a specific home; in addition, we are able to negotiate more on the total price of the home with higher down payment amounts. We always encourage our buyers to put down as much as possible upfront as this will result in the best terms and pricing for the home.*

Keep in mind that while many of the homes we sell under our program have built-in financing from 6-30 years, we view our program as a bridge allowing the buyer to get themselves in a position from a financial/credit/income standpoint that they will be able to qualify for their own financing through a mortgage lender at some point in the future.

What Are My Options?

1. **Down Payments of 2-3%:** Buyers that have a lower amount of down payments in the range of 2-3% will be set up under our *rent-to-own financing structure*. The amount of upfront down payment will be fully credited towards the purchase price. There is a monthly base rent that the buyer will make on the home with a portion of this base payment also being credited towards the total price of the home. We will hold the deed in escrow until the buyer is able to refinance and pay off the remaining balance owed on the home. The buyer is able to make additional payments at any time towards the purchase price of the home. After a period of time, the buyer will have enough credit built up towards the purchase price to allow for refinancing with a mortgage lender. We pay for all upfront costs in setting this up with a buyer. Buyer is not responsible for property taxes and insurance, but is responsible for all utilities and maintenance under this structure.
2. **Down Payments of 4% or more:** Buyers with down payments in this range will be set up under our *purchase lease option financing structure*. This financing will work the same way as a normal mortgage in terms of following a specific amortization, fixed interest rate, etc. We will pay for all upfront closing costs. 100% of the down payment money will be credited towards the purchase price of the home. We will hold the deed in escrow until the buyer is able to refinance or otherwise pay off the financing provided by us. The monthly payment will follow a regular 30 year mortgage amortization schedule with corresponding amounts applied with each monthly payment to the principal on the purchase price of the home. The interest rate is fixed at the initial closing. *The higher the amount of down payment, the lower the interest rate we can provide to a buyer.* At month 60, the base interest rate will go up 1-1.5% and then remain fixed the remainder of the period of time. Typically, a buyer under this scenario will have 6-30 years before they will need to refinance with a mortgage lender or otherwise payoff the financing to us. We will escrow the property taxes and insurance, allowing the buyer to spread out these costs over a 12 month period. This monthly escrow payment will be added to the base monthly lease financing payment each month. The interest rate will be determined by a number of factors, including the amount of down payment, credit score, income, financial history, etc.
3. **Straight Rental:** All of our properties are also available as a straight rental. You may decide to switch to our rent-to-own or owner finance program at any time, which will require new documentation.

How Does the Process Work?

STEP 1: Complete an application & pay the \$39.95 application fee.

STEP 2: We will either approve or deny the application.

→ If you are approved, then we go over the specific terms of the financing with you. Once you accept the terms of the financing and agree to move forward with us, we will proceed to STEP 3.

→ If you are denied with us, then we will provide the reasons for the denial. Once your situation improves, then you are free to re-apply with us at any time in the future.

STEP 3: Upon acceptance of the financing terms related to your new home, we require a \$1000 deposit, which is fully credited towards your total agreed upon down payment at closing.

STEP 4: We prepare the documents for your review & move towards a mutually agreed upon closing date for your new home.

FAQ

1. Who pays for the closing costs?

We pay for all upfront closing costs associated with our financing programs. This means that 100% of the money you put down on a home goes to work for you.

2. Can I payoff the financing early?

YES! There is no prepayment penalty with any of our financing programs; you are free to pay us off early or make additional principal payments at any time.

3. Am I able to sell the home from the appreciation over time?

YES! It is your home, 100% of the appreciation on the home over time is yours at the time you would decide to sell or refinance.

4. What is the interest rate?

Under our rent-to-own structure, a specific amount of the monthly rent is credited towards the total purchase of the home. Under our purchase lease option, the interest rate can range from 4.5-10.95%.

5. Can I make improvements on the home?

YES! It is your home, you are able to make improvements. For major improvements, we do require that we be notified ahead of time as to the scope of work.

6. Who holds the deed?

In order for us to provide attractive financing terms to our buyers, the deed will transfer at time of payoff of full principal balance.

7. What other expenses am I responsible for once I buy the home?

Under our rent to own financing structure, the buyer is responsible for all utilities, maintenance and HOA (if applicable). We pay for property taxes & insurance. Under our purchase lease option, the buyer is fully responsible for all property taxes, insurance, utilities, maintenance, and HOA (if applicable).

8. How long do you provide financing?

This depends on the property, it can range from 6-30 years.

9. Can I have a co-signer to obtain better financing terms?

YES!

Qualification Criteria

- No minimum credit score
- Stable source of income, typically a minimum of 3x the expected monthly payment
- Minimum down payment of 2%
- Not in active bankruptcy
- Clean criminal background for at least the last 10 years
- Good past housing references
- Past Foreclosure OK
- Past Short Sale OK
- Past Bankruptcy OK



Linda Noonan

Leasing Agent

sales@wgroupholdings.com

Cell Phone: 412-849-4156

EXHIBIT D



STANDARD PA PURCHASE INSTALLMENT LAND CONTRACT

This Agreement is dated on: March 27, 2019

The Seller is RS Capital, LLC.

The Buyer is [REDACTED]

Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase the following described property located Allegheny-West. The property is described as follows:

Townhome/Carriage Home with an address of 1219 Gneiss Drive, McDonald, PA 15057.
Parcel # 583M201.

The property includes the personalty listed in Exhibit A.

This Agreement is subject to the terms and conditions of Exhibit A attached hereto and a part hereof. (Initials of Seller and Buyer)

The total purchase price for the Property is Two Hundred and Twenty Thousand & 00/100s (\$220,000) Dollars, to be paid as follows:

A total deposit to be paid as Twenty- Two Thousand (\$22,000.00) Dollars as a Down Payment will count fully toward the purchase price. It shall be paid on or before the Initial Closing.

Current security deposit and last month's rent amount shall count towards the purchase price of the Property. This amount totals Two Thousand Nine Hundred and Ninety & 00/100 (\$2,990) Dollars.

The remaining balance of One Hundred and Ninety-Five Thousand Ten & 00/100 (\$195,010) Dollars shall be payable based on a 30-year amortization at 5.95% interest rate

In addition, the seller requires that the buyer shall be responsible for monthly escrow for property taxes and insurance. Buyer shall pay into escrow with each monthly principal and interest payment of Six Hundred and Thirteen & 10/100 (\$613.10) Dollars, a sum necessary to pay the existing taxes, insurance, and HOA fees on the property. The monthly principal and interest payment is One Thousand One Hundred and Sixty-Two & 93/100 (\$1,162.93) Dollars per month. (Total monthly payment is \$1,776.03).

In addition, Buyer shall be responsible for the payment of Homeowner's Association (HOA) dues (included in monthly escrow in payment above). At the commencement of this Agreement, the current monthly HOA dues are equal to Seventy & 00/100 (\$70) Dollars per month and are included in the monthly payment. Any increase to this amount will be paid by Buyer in monthly payment. Buyer acknowledges receipt of the HOA bylaws and agrees to remain in compliance with the HOA bylaws and governing documents. Buyer shall also be responsible for all utility services supplied to the Property as of the date thereof, including without limitation, gas, electricity, water, sewage, and garbage collection.

Total payment is due by the 1st day of each calendar month. Payments not received by the fifth of the month shall have a late charge of One Hundred & 00/100 (\$100.00) Dollars.

Buyer agrees to pay a fee of seventy-five dollars (\$75.00) each time that Buyer's check is not honored by the bank. Seller reserves the right to require all future payments in the form of a money order, certified funds, or cashier's check.

The parties will conduct an Initial Closing on or before April 15, 2019, as per the above. Possession will be delivered on that date.

Initials: C. K.

Seller will maintain title to be good and marketable so that it can be insured by a reputable title insurance company at standard rates.

Wherefore, the parties agree to the foregoing terms and conditions and do hereby witness the signing of this Agreement on the date set forth above, intending to be legally bound.

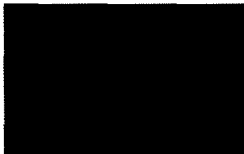
Addendum to Standard Purchase Land Contract

For the property at 1219 Gnelss Drive, McDonald, PA 15057

This addendum is intended to modify the payment dates of the down payment of \$22,000 by Buyer ([REDACTED]) on 1219 Gnelss Drive, McDonald, PA 15057. Buyer will pay \$22,000 as a down payment to be paid as follows:

\$16,000 Dollars to be paid on or before April 15, 2019.

The remaining \$6,000 will be paid on or before May 10, 2019. If remaining down payment balance is not paid by May 10, 2019 the interest rate agreed upon will be increased by 0.2%, changing from 5.95% to 6.15%. In addition, the financed balance will increase by \$6,000 (the remaining down payment due) thereby increasing full monthly payment from \$17,776.03 to \$1,837.71. Upon receipt of the remaining \$6,000 the interest rate and payment will then revert to the lower original amount as per the agreement.



4/8/19
Date

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

SELLER: RS Capital, LLC.



Sean Walters, Member

Date

BUYERS:



4/8/19
Date

Exhibit A

1. Buyer must repay or refinance this agreement within the first seven (7) years of this Agreement.
2. If Buyer would pay off in full the balance owed to Seller under this agreement (either through refinance or otherwise) within the first 24 months of this agreement. A pre-payment penalty of \$10,000 will be added to the pay off balance. After 24 months there is no penalty for early pay off. The pre-payment penalty described above only will apply in the event of full payoff. Any partial pre-payment of principal, for example paying down principal to save interest, will not be subject to pre-payment penalty within the first 24 months.
3. In the event of changes in the taxes and the insurance, the escrow sum shall change accordingly. Seller shall notify the Buyer of the payment change and date of the change and Buyer agrees to pay the sum indicated by the Seller as directed.
4. The Initial Closing shall be defined as payment in full of the down payment and prior signing of this agreement. All closing costs related to the Initial Closing shall be paid by Seller and any liens or unpaid property taxes on a prorated basis due up to the initial closing date will be the responsibility of the Seller.
5. Proration and credit for pre-paid rent for month of April 2019. Buyer shall have in addition to full down payment due in paragraph 4, Buyer will have due \$40.52 on or before April 15, 2019 calculated as follows:

\$1,776.03 (new financed home payment)

- \$1,695.00 (already paid)

\$81.03 (difference)

Proration for April 2019 = $\$81.03 / 2 = \$40.52$
6. The parties acknowledge that no real estate commission is due to any party related to the transaction described herein.
7. Final Closing shall occur on or before April 15, 2026 at a location to be determined by the parties. Provided Buyer has made all payments as and when required of this Agreement, Seller shall convey title to the Property. At final settlement, Seller will pay for all costs for obtaining a title search, deed preparation, and deed recording fee. Buyer may choose to obtain title insurance as part of the final settlement at Buyer's expense.

8. Buyer understands that Seller has similar agreement in place with deeded owner. Seller is obligated to fulfill their agreement with deeded owner as part of the final closing described in paragraph 6 to ensure clear title at time of final closing to Buyer as per paragraph 6.

Initial: CL

9. It is understood that Buyer accepts the property as is. No person, company or corporation has acted as real estate broker or agent for Seller or Buyer. As of the Initial Closing Date hereof, Buyer assumes full responsibility for the maintenance and repair of the Property as would an owner of the Property, and shall hold Seller safe and harmless from any and all claims, and shall keep the Property free of all liens for work and labor done or materials furnished in connection with maintaining the Property in good order and repair. Seller responsibility ends April 15, 2019.


Signed Acknowledgment

4/8/19
Date

10. Buyer agrees that Seller has the right to inspect or examine the property from time to time for the purposes of verifying condition, with a minimum of 48 hours advance notice to Buyer.

- 11. THE BUYERS ACKNOWLEDGE THAT THEY ARE REQUIRED TO NOTIFY THE SELLER IN WRITING AND GET ADVANCED APPROVAL PRIOR TO MAKING ANY MAJOR MODIFICATIONS, IMPROVEMENTS, AND/OR ADJUSTMENTS TO THE PROPERTY (COSMETIC CHANGES SUCH AS PAINT AND FLOORING DO NOT REQUIRE PRIOR APPROVAL) LOCATED AT 1219 GNEISS DRIVE, MCDONALD, PA 15057**

Initial: CL

12. Buyer acknowledges responsibility for lawn care and snow removal. Lawn care shall be defined as cutting of grass, trimming bushes and hedges, weeding flower beds, and fertilizing the lawn, if necessary, to avoid bare patches or excessive weed patches (anything not covered by HOA). Due to the expense that has been put into the professional landscaping, failure to maintain grass or landscaping may result in Seller correcting any problem at Buyer's expense.


Signed Acknowledgement

4/8/19
Date

13. Buyer Default. In the event Buyer shall be in default of any terms or provisions of this Contract, Sellers shall have the right to enter the Property for the purpose of inspection. In the event the default is for the payment of money, Buyer shall have thirty (30) days to cure such default after the date of any notice received by Buyer related thereto. For any other default, Buyer shall have sixty (60) days to cure such default after the date of any notice sent to Buyer related thereto. In the event Buyer fails to cure any default within the applicable time period, Sellers shall have such remedies as afforded Sellers under any applicable law. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Contract.

14. Sellers Default. Sellers covenant that Sellers shall perform no act that would render title to the Property to be other than good and marketable during the entire term of this Contract. For the purpose of this Section, a title shall be deemed marketable even though there is a lien or encumbrance affecting it that can be extinguished by the payment of a ascertainable sum of money. If Sellers default under this provision, Buyer shall notify Sellers and Sellers shall have thirty (30) days to cure such default. Such cure period shall continue for a reasonable period of time so long as Seller is diligently pursuing efforts to cure the default. In the event that Sellers default under this Section beyond any applicable cure period, Buyer may (i) terminate this Contract, or (ii) so long as Sellers' default continues, remain in possession of the Property under this Contract. If Buyer is not in default and has exercised his right to terminate this Contract pursuant to this Section, and Buyer has surrendered possession of the Property and notified in writing Sellers, Buyer may maintain an action to recover payments of principal made on the Purchase Price paid by Buyer with interest on any payments. If Buyer elects to terminate this Contract pursuant to this Section, such termination shall not be effective until thirty (30) days after Buyer notifies in writing of such election by certified mail. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Contract.

15. This Contract is subject to the Pennsylvania Installment Land Contract Law, 68 PA. C.S. §901 et seq., and Sections 3, 4, 5, 6, 7, 8 and 9 thereof (68 PA. C.S. §903-909) are incorporated herein (the "Act"); provided, however, that the default provisions in this Contract shall supersede any such provisions in the Act.

16. Pennsylvania law governs this Agreement.

17. This Agreement is binding on the Buyer, Seller and their respective heirs, successors and personal representatives. This Agreement cannot be assigned and the Buyer shall not sublease the property.

Standard Pennsylvania Installment Land Contract Purchase Agreement.

Real Estate Contract

1. *Parties and Date.* This Contract is entered into on October 16th, 2013, between CSW Financial, LLC, as "Seller" and [REDACTED] as "Buyer".

2. *Sale and Legal Description* Seller agrees to sell to Buyers and Buyers agree to purchase from Seller the following described real estate in Washington County, State of Pennsylvania having

Parcel ID #600 005 01 03 0021 00A:

175 Floral Hill Drive, Washington, PA 15301

Price. Buyers agree to pay:

Total Price \$239,900 (two hundred thirty nine thousand nine hundred and 00/100)

Payable as follows:

Total Down Payment of \$10,000 payable as follows:

Initial deposit of \$1000 already received

Upfront Deposit \$4,000.00 Upon signing this agreement this amount will be non-refundable except in the event of the following.

1) In the event of a title or deed defect discovered prior to closing that is not able to be rectified.

Down Payment monies due at closing \$5000.00

3. *Remaining amount due of \$229,900 will be payable as a standard mortgage at a 8.50% fixed interest rate for a 30 year period.* The monthly principal and interest payment shall be \$1767.74 (one thousand seven hundred sixty seven and 74/100). The first regular payment will be due on 12/01/2013 (the full payment for the month of November shall be collected at closing). It is a requirement of this agreement that taxes and insurance be escrowed with the regular principal and interest payment. Current monthly escrow amount is \$453.00. Therefore the total monthly payment including escrow amounts is \$2220.74. As taxes and insurance may change in amount from time to time, Buyer agrees to continue to pay any adjusted escrow amount monthly in addition to the regular monthly payment for as long as this agreement is in place. If payment is not received by the 5th of the month in which it is due a 5% late fee shall be added to the regular monthly mortgage payment and will become due at that time. The late fee amount shall be \$111.04.

Monies due at closing \$5000.00 in addition, any prorated mortgage payment due in the month of October based on the actual closing date as well as the full payment due for the month of November 2013. Total due at closing is \$7220.74 plus any prorated amount for the month of October (to be determined once exact closing date is determined). Seller agrees to pay all closing costs for the initial closing and signing of this agreement.

3(a) The Buyer at any time after the initial closing can pay an additional payment of \$13,990.00 towards the outstanding loan balance, upon receipt of this amount, Seller agrees to reduce the interest rate on the loan balance owed at the time of the payment and going forward to 3.99% and adjust the monthly payment due accordingly.

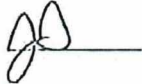
4. *Prepayment Penalty.* None



5. *Interest Rate adjustment in month 60.* The interest rate charged on the outstanding principal balance will go up by a total of 1% in month 60. This change will stay in effect throughout the remainder of the loan period.

6. *Delivery of Deed to Buyer.* Upon payment of all amounts due Seller, including payment in full of existing mortgage listed above, Seller agrees to deliver to Buyers a General Warranty Deed in fulfillment of this Contract. Buyer agrees to pay all closing costs at the time of payoff of all monies to Seller at time of transfer of deed, this includes all transfer taxes, title searches etc. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein.

Buyer Initials Acknowledging Paragraph 5 & 6



6(a). Upon Buyer obtaining a new mortgage for either refinance or purchase purposes related to this agreement, with a mortgage lender, the mortgage lender may count the down payment monies received by Seller as part of this agreement towards any down payment monies the lender may require as part of the Buyer's refinancing efforts related to this transaction.

7. *Possession.* Buyer is entitled to possession and full of the property from and after the closing date of this Contract. It is the intent of the parties that, on and after the Initial Closing, all benefits as well as liabilities of ownership of the Property shall inure to Buyer.

8. *Taxes, Assessments and Utility Liens.* Buyers agree to pay by the date due all taxes and assessments becoming a lien against the property after the closing date. Buyers may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyers agree to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. Buyer understands that the property taxes are currently escrowed in the present mortgage payment and will be paid in this manner.

9. *Insurance.* Buyers agree to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyers plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyers. Buyers may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyers deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyers in insurance policies then in force shall pass to Seller.

10. *Nonpayment of Taxes, Insurance and Utilities Constituting Liens.* If Buyers fail to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyers shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

11. *Condition of Property.* Buyers accept the property in its present condition and acknowledge that Sellers give no representation as to the current condition and it solely up to the buyer to determine the exact condition of the property including all systems etc. Buyers agree to maintain the property in such condition as complies with all applicable laws.



12 *Inspection of Property by Buyer.* Buyer has been given the opportunity to conduct a home inspection by a professional home inspector at Buyer's expense and has decided not to hire a home inspector as part of this transaction

Buyer Initials acknowledging Paragraph 11 & 12



13. *Risk of Loss.* Buyers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyers from any of Buyer's obligations pursuant to this contract.

14. *Waste.* Buyers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyers shall not remove commercial timber without written consent of Seller.

15. *Use of Property.* Buyer may use property for any permitted purpose based on current zoning laws and occupancy requirements and provided such use does not violate any laws or zoning or occupancy requirements.

16. *Default.* If the Buyers fail to observe or perform any term, covenant or condition of this Contract, Seller may

(a). *Sue for Installments.* Sue for any delinquent periodic payment;

or

(b). *Specific Performance.* Sue for specific performance of any Buyer's obligations pursuant to this contract,

or

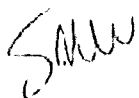
(c). *Forfeit Buyer's Interest.* The effect of such forfeiture includes: (i) the Buyer's rights under the Contract shall be canceled, (ii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto, (iii) all improvements made to shall belong to Seller; and (iv) Buyers shall be required to surrender possession of the property and improvements to the Seller 30 days after the forfeiture;

17. *Receiver.* If Seller has instituted any proceedings specified in Paragraph 16 and Buyers is receiving rental or other income from the property, Buyers agree that any and all rental income shall be payable to the Seller.

18. *Buyer's Remedy for Seller's Default.* If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyers may, after 30 days written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

19. *Non-Waiver.* Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

20. *Attorneys' Fees and Costs.* In the event of any breach of this Contract the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by





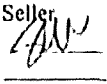
the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

21. *Notices.* Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyers at; 175 Floral Hill Drive, Washington, PA 15301 and to Seller at 20436 Route 19, Suite 620-286, Cranberry Twp, PA 16066 or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

22. *Time for Performance.* Time is of the essence in performance of any obligations pursuant to this Contract.

23. *Successors and Assigns.* Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyers.

24. *Alterations.* Buyers shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

Seller


Buyers


25. Items included with sale. Seller agrees to include; all existing electrical and plumbing fixtures with sale of property.

26. Pennsylvania Installment Land Contract Act. This Contract is subject to the Pennsylvania Installment Land Contract Law, 68 PA. C.S. §901 et seq., and Sections 3, 4, 5, 6, 7, 8 and 9 thereof (68 PA. C.S. §903-909) are incorporated herein (the "Act"), provided, however, that the default provisions in this Contract shall supersede any such provisions in the Act.

27. Coal Notice. THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. This notice is set forth in the manner provided in 52 PA. C.S. §1551, and is not intended as notice of unrecorded instruments, if any. Unless this notice is stricken, the deed for the Property will contain this notice and Purchaser will sign said notice in the deed.

28. Recording of Contract. This Contract may not be recorded in any public office. The Memorandum of Installment Land Contract executed in connection herewith shall be recorded after the Initial Closing.

29. Assignment. This Contract may not be assigned or otherwise transferred by Buyer. However Buyer shall have the right to lease or sell the property. Seller must be notified in writing prior to Buyer leasing or renting the home to another party.

30. Real Estate Recovery Fund. A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation or deceit in a real estate transaction and who have been unable to collect the judgment after

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exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

26. *Entire Agreement.* This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyers. Buyers understand that this agreement is subject to approval of prior owner as per original agreement between Seller and prior owner. In the event prior owner would not approve this agreement then this agreement is null and void and any monies paid will be promptly refunded to Buyers. Buyers understand that any information provided to Sellers as to their financial circumstances that are found to be false after signing this agreement gives the Seller the right, at Seller's option, to void the agreement and all monies paid will be forfeited.

IN WITNESS, the parties have signed and sealed this Contract the day and year first above written.

Seller


CSW Financial, LLC

10-17-13

Date

Buyer



10.16.13

Date

Witness

Michael A. Pitcock
Michael A. Pitcock

Notary Information

Standard Pennsylvania Installment Land Contract Purchase Agreement.

Real Estate Contract

1 *Parties and Date* This Contract is entered into on September 28, 2012, between NSX Property Group, LLC, as "Seller" and [REDACTED] as "Buyer"

2 *Sale and Legal Description* Seller agrees to sell to Buyers and Buyers agree to purchase from Seller the following described real estate in Allegheny County, State of Pennsylvania having Parcel ID #879-M-79:

431 Wylla Ave, Clairton, PA 15025, being a 3 bedroom, single family home

Price. Buyers agree to pay:

Total Price \$59,900 (fifty nine thousand fifty nine and 00/100)

Payable as follows:

Upfront Deposit \$1000.00 (Already Received as of the date of this agreement)

Monies due at closing \$3000.00 + Full Mortgage payment for due for the month of October 2012 in the amount of \$610.16. These monies must be in certified funds.

4 Remaining amount due of \$55,900 will be payable as a standard mortgage at a 8.00% fixed interest rate amortized for a 30 year period. The monthly payment shall be \$410.18 (four hundred and ten and 18/100). The first regular payment will be due on November 1, 2012. It is a requirement of this agreement that taxes and insurance be escrowed with the regular principal and interest payment. Current monthly escrow amount is \$199.98. Therefore the total monthly payment including escrow amounts is \$610.16. As taxes and insurance may change in amount from time to time, Buyer agrees to continue to pay any adjusted escrow amount monthly in addition to the regular monthly payment for as long as this agreement is in place. If payment is not received by the 10th of the month in which it is due a 5% late fee shall be added to the regular monthly mortgage payment and will become due at that time. The late fee amount shall be \$30.51

5. *Balloon Payment Due in month 61* Buyer understands that the remaining principal balance is due in full at month 61 on October 1, 2017. Buyer shall make every attempt to refinance or otherwise make arrangements to payoff principal balance owed at month 61. In the event the Buyer is unable to obtain financing or otherwise pay off in full the principal balance due by the deadline listed above Seller understands that the interest rate on the financing provided by Seller as part of the agreement shall increase in month 61 by 2.00% making the new interest rate a total of 10.00% and therefore the monthly payment due in month 61 shall be \$190.57. Including escrows calculated in paragraph 4 this would make the monthly total monthly payment due in month 61 \$690.55. Upon payment of all amounts due Seller, including payment in full of existing mortgage listed above, Seller agrees to deliver to Buyers a General Warranty Deed in fulfillment of this Contract. Buyer agrees to pay all closing costs at the time of payoff of all monies to Seller at time of transfer of deed, this includes all transfer taxes, title searches etc. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein.

Buyer Initials Acknowledging Paragraph 5

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7 *Possession* Buyer is entitled to possession and full of the property from and after the closing date of this Contract. It is the intent of the parties that, on and after the Initial Closing, all benefits as well as liabilities of ownership of the Property shall inure to Buyer.

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8. *Taxes, Assessments and Utility Liens* Buyers agree to pay by the date due all taxes and assessments becoming a lien against the property after the closing date. Buyers may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyers agree to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. Buyer understands that the property taxes are currently escrowed in the present mortgage payment and will be paid in this manner.

9. *Insurance* Buyers agree to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyers plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyers. Buyers may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyers deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyers in insurance policies then in force shall pass to Seller.

10. *Nonpayment of Taxes, Insurance and Utilities Constituting Liens* If Buyers fail to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyers shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

11. *Condition of Property* Buyers accept the property in its present condition and acknowledge that Sellers represent property to be in good condition and all systems and appliances are in good working order. Buyers agree to maintain the property in such condition as complies with all applicable laws.

12. *Inspection of Property by Buyer* Although Buyer has agreed to buy property as-is, Seller agrees to give access to Buyer, prior to closing, to verify correct operation of plumbing, electrical, heating, cooling systems, appliances, windows, doors and overall condition of property.

13. *Risk of Loss* Buyers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyers from any of Buyer's obligations pursuant to this contract.

14. *Waste* Buyers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyers shall not remove commercial timber without written consent of Seller.

15. *Use of Property* Buyer may use property for any permitted purpose based on current zoning laws and occupancy requirements and provided such use does not violate any laws or zoning or occupancy requirements.

16. *Default* If the Buyers fail to observe or perform any term, covenant or condition of this Contract, Seller may

(a). *Sue for Installments*. Sue for any delinquent periodic payment;

or

(b). *Specific Performance*. Sue for specific performance of any Buyer's obligations pursuant to this contract;

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or

(c) *Forfeit Buyer's Interest*. The effect of such forfeiture includes: (i) the Buyer's rights under the Contract shall be canceled; (ii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iii) all improvements made to shall belong to Seller; and (iv) Buyers shall be required to surrender possession of the property and improvements to the Seller 30 days after the forfeiture;

17. *Receiver*. If Seller has instituted any proceedings specified in Paragraph 16 and Buyers is receiving rental or other income from the property, Buyers agree that any and all rental income shall be payable to the Seller

18. *Buyer's Remedy for Seller's Default*. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyers may, after 30 days written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

19. *Non-Waiver*. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

20. *Attorneys' Fees and Costs*. In the event of any breach of this Contract the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

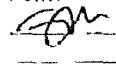
21. *Notices*. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyers at: 431 Wylie Ave, Clairton, PA 15025 and to Seller at 20436 Route 19, Suite 620-286, Cranberry Twp, PA 16066 or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract

22. *Time for Performance*. Time is of the essence in performance of any obligations pursuant to this Contract

23. *Successors and Assigns*. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyers

24. *Alterations*. Buyers shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld

Seller



Buyers



25. *Items included with sale*. Seller agrees to include; Gas Range, all electrical and plumbing fixtures with sale of property

26. *Entire Agreement*. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyers. Buyers understand that this agreement is subject to approval of prior owner as per original agreement between Seller and prior owner. In the event prior owner would not approve this agreement then this agreement is null and void and any monies paid will be promptly refunded to Buyers. Buyers understand that any information provided to Sellers as to their financial circumstances that are found to be false after signing this agreement gives the Seller the right, at Seller's option, to void the agreement and all monies paid will be forfeited.

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IN WITNESS, the parties have signed and sealed this Contract the day and year first above written.

Seller

Buyer

NSX Property Group, LLC

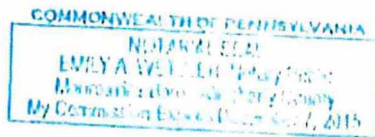




10-2-12

Date

Notary Information:



Commonwealth of Pennsylvania
County of Allegheny

Subscribed and sworn to before me on the 2nd day of October
12
Emily A. Wetzel
Notary Public



STANDARD STATE OF PA LEASE

Made as of the 9th day of October, 2016, by and between CSW Financial, LLC, herein referred to as "Lessor" and [REDACTED] herein referred to as "Lessee(s)".

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain property, herein called "the Property" or "Demised Premises", situated at 608 Horizon View Drive, Pittsburgh, Allegheny County, Pennsylvania 15235; and

WHEREAS, Lessor desires to lease to Lessee the Property hereinafter described on the terms and conditions set forth herein.

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

ARTICLE 1 – DEMISED PREMISES AND APPURTENANT RIGHTS.

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the described premises herein called the "Property" or "the Demised Premises" known as 608 Horizon View Drive, Pittsburgh, Allegheny County, Pennsylvania 15235 including the land, building and all improvements.
2. Lessee shall have the right to use the property for residential purposes only per the terms of this Lease.
3. Lessee has the option to purchase the property per the terms and conditions of Exhibit A attached hereto.

ARTICLE 2 – TERM OF LEASE.

The term of this Lease shall be ten (10) years beginning on the Commencement Date defined as October 9, 2016, unless terminated sooner by exercise of the option to purchase.

ARTICLE 3 – MINIMUM GUARANTEED RENT.

Lessee shall and hereby agrees to pay to Lessor without any prior demand therefore, without any deductions or set-off rent payable as follows:

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Month One through Month 120 the following terms shall apply:

Seven Thousand Five Hundred & 00/100 (\$7,500) Dollars on or before Commencement Date as advance rent and as consideration for the option to purchase per Exhibit A and monthly rental payments commencing on the Commencement Date in the amount of Nine Hundred Forty-Two & 62/100 (\$942.62) Dollars each plus escrow defined as Additional Rent. All payments are due in advance on or before the first (1st) day of each calendar month. Payments not received by the first of the month shall have a late charge of ten (10 %) percent of the monthly payment or One Hundred Thirty-Six & 46/100 (\$136.46) Dollars. Monthly payment is defined as the minimum guaranteed rent plus escrow as defined in Article 5, which as of the Commencement Date is equal to a total of Four Hundred Twenty-Two & 00/100 (\$422.00) Dollars.

ARTICLE 4 – ADDITIONAL RENT.

Whenever under the terms of this Lease any sum of money is required to be paid by Lessee in addition to the rental herein reserved, and said additional amount to be paid is not designated as "Additional Rent", then said amount shall nevertheless, if not paid when due, be deemed "Additional Rent" thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time the same became due and payable hereunder or limit any other remedy of Lessor. All payments of Additional Rent shall be paid when due without demand at such place as Lessor may from time to time direct.

ARTICLE 5 – TAXES AND INSURANCE; ESCROW

Lessee understands he is responsible for payment of real estate taxes and insurance as a part of his Lease payment.

As Additional Rent, Lessee shall pay into escrow with each monthly payment of \$942.62 a sum necessary to pay the existing taxes and insurance on the Demised Premises. At the commencement of this Lease Agreement the sum is Four Hundred Twenty-Two & 00/100 (\$422.00) Dollars per month. **(Total initial monthly payment is \$1,364.62).** In the event of changes in the taxes and the insurance, the escrow sum shall change accordingly. Lessor shall notify the Lessee of the payment change and date of the change and Lessee agrees to pay the sum indicated by the Lessor as directed.

ARTICLE 6 – BOUNCED CHECKS

Lessee agrees to pay a fee of seventy-five dollars (\$75.00) each time that Lessee's check is not honored by the bank. Lessor reserves the right to require all future rent payments in the form of a money order, certified funds, or cashier's check.

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ARTICLE 7 – UTILITIES.

1. Lessee shall be responsible for payment of all gas, electric, water, sewage, garbage removal, internet, telephone and cable services, i.e., all utilities at the premises.

(a) It shall be the responsibility of Lessee to obtain any and all utility service/s not paid directly by Lessor. Utility contracts must be in the name of the Lessee, if possible. Failure of Lessee to contract for any and all utility service/s, not paid directly by Lessor, before taking possession of the Demised Premises, shall be a breach of the terms and conditions, and a forfeiture of this Lease Agreement. 3

(b) If Lessee abandons, vacates, and/or surrenders the Demised Premises during the term of this Lease Agreement without the written consent of the Lessor, Lessee shall be liable for utility costs agreed to be paid by Lessee under the terms and conditions of this Lease Agreement until the term has expired or a replacement Lessee has signed a Lease Agreement and contracts to pay the utilities, whichever comes sooner.

(c) If a utility service has been disconnected due to Lessee's non-payment, and such discontinuance results in damage to the Demised Premises, Lessee shall be liable to Lessor for all repairs to restore the Demised Premises to its original condition.

(d) The Lessor shall not be liable to Lessee for any delay in furnishing any utility, for any cause or reason. Any such delay shall not give Lessee the right not to pay any monthly rental installment, or any other sum, due and payable.

(e) Unpaid utilities shall be regarded as Additional Rent if Lessor is required at any time to pay any utilities.

2. Fees and bills for water and sewage billed shall be billed directly to the Lessee, if possible. If the water and/or sewer must be billed to the Lessor; Lessor shall provide the bill when received to Lessee. Lessee shall pay to the Lessor the sum due in the bill within 15 days of receipt to allow for payment by the Lessor of the bill without delinquency to the utility service provider. Failure to pay within 15 days shall result in a late charge in the amount of Fifteen (\$15.00) Dollars. All unpaid utility bills to be paid by the Lessor together with any late charges shall be deemed Additional Rent. Lessee must provide evidence of paid fees and utility bills for all other utilities to Lessor for review upon demand.

ARTICLE 8 – LESSEE'S INSURANCE.

Liability insurance concerning the property leased is included in the monthly payment escrow payment. During the term of this Lease if escrow payments should cease for any reason, Lessee agrees to place and maintain at Lessee's own expense adequate contents insurance written by an insurance company covering all risks, liability, personal property, equipment and fixtures placed by Lessee on the Demised Premises in amounts acceptable to the Lessor. In such event, Lessor shall be named as an additional insured on the policy of insurance. Lessee hereby waives any claim or right of action Lessee may or could have against Lessor for any damage occurring to

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such personal property, equipment or fixtures from causes which should be covered by such insurance and will procure an endorsement or rider to its insurance policy indicating an acknowledgment of such waiver by Lessee and a waiver of subrogation rights by the insurer. Without demand from Lessor, Lessee shall furnish to Lessor, promptly after execution of this Lease and prior to any entry by Lessee on the Demised Premises or any expiration date of said insurance, a duplicate of the policy or a certificate of such insurance. Lessee is not named as an interested party in the policy of insurance on the Property being paid through the escrow and should purchase his own insurance to protect his assets at the premises and for general liability commonly known as renter's insurance.

ARTICLE 9 – USE OF PREMISES.

The Demised Premises shall be occupied and used solely for residential purposes by Lessee and his family.

ARTICLE 10 – MAINTENANCE OF DEMISED PREMISES.

1. Lessee agrees to keep and maintain in good order, condition and repair the structure and mechanical systems of Demised Premises including the plumbing, sewage facilities, fixtures, heating, air-conditioning and electrical equipment within the Demised Premises. Lessee is to perform basic maintenance and all repairs to the Demised Premises.
2. Lessee agrees to keep and maintain in good order the Demised Premises in every other respect, including but not limited to, general maintenance of the interior and exterior portions of the Demised Premises and to make minor repairs in the interior of the Demised Premises, irrespective of cause. Lessor shall not be responsible to make any improvements or repairs of any kind, in or upon the Demised Premises.
3. Lessee agrees to accept the Demised Premises in its current state of cleanliness.
4. Appliances, in this case, only the dishwasher, in the Demised Premises at the date of Lease are loaned, not leased to the Lessee. Basic cleaning and maintenance of appliances is the responsibility of the Lessee who will keep them clean and in good day-to-day repair. The rental payment specifically EXCLUDES all appliances of any kind. Appliances contained in the property are there solely for the convenience of the Lessee. Lessor assumes no responsibility for the condition of the appliances or temporary interruption in the operation of appliances provided. In the event appliances become unsatisfactory after occupancy by Lessee and need replaced or repaired, the Lessee may have same repaired or replaced at Lessee's sole cost and option at no cost to the Lessor.
5. Lessee has 10 days upon move-in to inform Lessor of any major systems issues: electrical, plumbing, heating, and cooling. Lessor shall ensure that all major systems are fully functional in the home at the time of move-in. After the initial 10-day period, all systems and upkeep shall be the responsibility of the Lessee. WFC Initial

6. Lessee understands that he/she is free to have an inspection on the property and that any inspection would be at Lessee's expense.

ARTICLE 11 – COMPLIANCE WITH STATUTES.

Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments, Agencies and Bureaus applicable to the Demised Premises, for the correction, prevention and abatement of nuisances or other complaints, in, upon, or connected with the Demised Premises during the term of this Lease.

ARTICLE 12 - LESSEE'S PERSONAL PROPERTY AND FIXTURES AS PROPERTY IN THE DEMISED PREMISES.

1. All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by any cause whatsoever or water from any source whatsoever or from the bursting, overflowing or leaking of sewer pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

2. All fixtures provided by Lessee shall be deemed to have attached to the freehold and to have become the property of Lessor. At the expiration of the term hereof, Lessee may not remove any of such property without the written consent of Lessor.

ARTICLE 13 - ACCESS TO DEMISED PREMISES.

Lessee agrees Lessor has the right to inspect or examine the Demised Premises with advance notice and is permitted to make such repairs, alterations, improvements or additions in the Demised Premises Lessor deems necessary from time to time, however, it being understood that Lessor has no responsibility whatsoever to make any improvements to the Demised Premises during the term hereof.

ARTICLE 14 - SURRENDER OF DEMISED PREMISES.

1. No act or thing done by Lessor or Lessor's agents or employees during any term of this Lease shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Lessor.

2. Lessee covenants and agrees to deliver up and surrender to Lessor possession of the Demised

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Premises upon expiration of this Lease, earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear excepted. Acceptance of delivery of the Demised Premises shall be deemed conclusive evidence that the Demised Premises, as to all matters, were in good order and condition at the commencement of the term of this Lease.

3. Lessee shall at Lessee's expense remove all personal property of Lessee and repair all damage to the Demised Premises to the condition in which it was prior to occupancy. Any property not so removed, may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE 15 - INDEMNIFICATION.

Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from all claims, loss, liability, judgment, cost, damage or expense including all reasonable attorneys' fees arising out of or from any accident or other occurrence on or about the Demised Premises due to any act, omission or negligence of Lessee, its tenants, its employees, representatives, agents and invitees causing injury or death to any person or damage to any property whatsoever, and will protect, indemnify, save and keep harmless the Lessor against and from any and all claims and from any and all loss, liability, judgment, cost, damage or expense whatsoever in any respect to comply with and perform all the requirements and provisions of this Lease.

ARTICLE 16 - SUBORDINATION.

This Lease and all rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage constituting a lien on the Demised Premises or any part thereof, and any mortgage, consolidated or otherwise constituting a lien on the Demised Premises, hereinafter placed on the Demised Premises, or any part thereof and made to and accepted by any reputable institution, private or public, authorized to make mortgage loans in the Commonwealth of Pennsylvania. Lessee shall upon demand at any time execute, acknowledge and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Lessee hereunder to the lien of any such mortgage

ARTICLE 17 - EMINENT DOMAIN.

If the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the

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day the possession of that part shall be required for any public purposes and the rent shall be paid up to that day, and from that day Lessee shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Demised Premises taken. All damages awarded for such taking shall belong to and be property of Lessor, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises; provided, however, that Lessor shall not be entitled to any portion of the award made to Lessee for any moving expenses awarded to Lessee by the public authority exercising its power of eminent domain.

ARTICLE 18 - ASSIGNMENT AND SUBLETTING.

1. Lessee may not assign this Lease or sublet the whole or any part of the Demised Premises, or permit any other person to occupy same without the prior written consent of the Lessor. Any such assignment or subletting, shall not relieve Lessee from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease.

2. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Lessor first having been obtained.

ARTICLE 19 - DEFAULT BY LESSEE.

1. All rights and remedies of Lessor set forth in this Lease and in this Article shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. Lessee covenants and agrees that a default or breach of this Lease shall occur and be deemed to exist if:

(a) Lessee shall fail, neglect or refuse to pay any installment of fixed minimum rent or any additional charge or rental at the time and in the amount as herein provided, or to pay any other monies agreed by Lessee to be paid promptly when and as the same shall become due and payable under the terms hereof;

(b) Lessee shall fail, neglect or refuse to perform any other provision, term, condition, covenant or undertaking of this Lease to be observed or performed by Lessee, where such failure continues for fifteen (15) days after written notice thereof from Lessor to Lessee, provided, however, that if the nature of the default is such that the same cannot be reasonably cured within such fifteen (15) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion;

(c) Lessee at any time during the term of this Lease shall assign this Lease or sublet the Demised Premises or any part thereof contrary to the provisions of this Lease;

(d) Lessee shall remove or attempt to remove all or substantially all of the goods or chattels

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from the Demised Premises while any rent due and payable has not been paid or shall have execution issued against it or on its goods or personal property on the Demised Premises;

(e) Lessee abandons the property and gives evidence of that abandonment by actions such as moving out and leaving residence unoccupied, and/or terminating utility services during the term of the Lease. In the case of such abandonment, Lessor has the right to take immediate possession thereof and to exclude Lessee therefrom removing all Lessee's property contained therein and placing it into storage at Lessee's expense;

(f) Lessee shall generally not pay his debts as they become due or shall admit in writing his inability to pay his debts, or shall make a general assignment for the benefit of creditors; or Lessee shall commence any case, proceeding or other action seeking to have an order for relief entered on Lessee's behalf as debtor or to adjudicate Lessee a bankrupt or insolvent or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Lessee or Lessee's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of Lessee's property; or Lessee shall take any corporate action to authorize or in contemplation of any of the actions set forth above; or any case, proceeding or other action against Lessee shall be commenced seeking to have an order for relief entered against Lessee as debtor or to adjudicate Lessee a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Lessee or Lessee's debts under any law relating to bankruptcy, insolvency, reorganization or relief of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of Lessee's property, and such case, proceeding or other action (a) results in the entry of an order for relief against Lessee which is not fully stayed within seven (7) business days after the entry thereof or (b) shall remain undismissed for a period of forty-five (45) days or the attachment, execution or levy against, or other judicial seizure of, substantially all of Lessee's interest in this Lease (unless the same is discharged within 30 days after issuance thereof).

2. In the event of any default or breach by Lessee as set forth in this Lease then and in such case the entire rent for the balance of the said term shall at once become due and payable as if by the terms of this Lease it were all payable in advance. In case of any such default or breach, Lessor shall have the right to demand and receive the rent for the balance of the term, which shall be first paid out of the proceeds of any assignment, bankruptcy or receiver's or sheriff's proceedings or sale on legal process, any law, usage or custom to the contrary notwithstanding

3. Determining of the term, or the receipt of rent after default, or after judgment or after execution shall not deprive Lessor of other actions against Lessee for possession or for rent or for damages. As security for all sums due hereunder, Lessee grants a security interest to Lessor in all goods and property of every kind on or to be brought on the Demised Premises; and whenever rent or anything reserved as rent or any other sum is unpaid, Lessor may seize said property, on or off the Demised Premises and sell the same on due legal notice for all rent, other payments, expenses, including reasonable attorneys' fees, and for all rent not due to hold the same as security.

A handwritten signature, possibly reading "J.R.", is written in dark ink at the bottom center of the page.

ARTICLE 20 - NO WAIVER OF LESSEE'S DEFAULT.

No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Lessor at any time when Lessee is in default under any covenant or condition hereof, be construed as a waiver of such default or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if at any time Lessee shall be in default in any of its covenants or conditions hereunder, an acceptance by Lessor of rental during the continuance of such default or the failure on the part of Lessor promptly to avail itself of such other rents and remedies as Lessor may have shall not be construed as a waiver of such default, but Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner hereinbefore provided.

ARTICLE 21 - ESTOPPEL CERTIFICATE BY LESSEE.

Lessee agrees at any time within ten (10) days of Lessor's written request to execute, acknowledge and deliver to Lessor a written statement certifying to Lessor and such other person or persons identified by Lessor that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which all rents and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of the fee of the Demised Premises.

ARTICLE 22- NOTICES.

Any bill, statement, notice, communication or payment which Lessor or Lessee may desire or be required to give to the other party shall be in writing and shall be sent to the other party by registered or certified mail to such address as either party shall have designated in writing to the other, and the time of the rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

ARTICLE 23 - PROVISIONS BINDING.

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lessor and Lessee.

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ARTICLE 24 - COMPLETE AGREEMENT.

This writing contains the entire agreement between the parties hereto, and no agent, representative or officer of Lessor has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict, vary, add to or modify the terms hereof. No modification to this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto

ARTICLE 25 - LEAD BASE PAINT NOTICE REQUIREMENT

The Federal Housing and Community Development Act of 1992, P.L. 102-550, Title X, Residential Lead-Base Paint Hazard Act 1992, Section 1018 requires: All residential units constructed before 1978 and to be leased, Lessor shall (1) give to Lessee, before signing this Lease Agreement, the required federally approved pamphlet on lead poisoning prevention entitled "Protect Your Family From Lead in Your Home" and (2) a Disclosure of Information of Lead-Based Paint and Lead-Based Paint Hazards requiring Lessee's (tenant's) signature before signing this Lease Agreement. The Disclosure of Information of Lead-Based Paint and Lead-Based Hazard Form shall be a part of this Lease Agreement.

LESSEE'S RESPONSIBILITY TO PROTECT CHILDREN AND WOMEN OF CHILDBEARING AGE FROM LEAD POISONING

- (a) If Lessee does not comply with any one of the requirements listed on the "Lessee's (Tenant's) Responsibility to Protect Children and Women of Childbearing Age from Lead Poisoning" Form which shall be a part of this Lease Agreement, it shall be a breach of the terms and conditions, and a forfeiture, of this Lease Agreement.
- (b) Lessor, at Lessor's option, may end this Lease Agreement, by notice in writing to Lessee. Lessee shall have no further right of possession to rental unit.

ARTICLE 26 - WAIVER OF LANDLORD AND TENANT ACT.

This Agreement is covered by The Landlord and Tenant Act of 1951.

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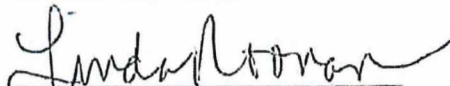
IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be signed upon the day and year first above written.

WITNESS:

WITNESS:

LESSOR: CSW Financial, LLC




Linda Noonan, Agent

LESSEE:

FEDERAL REQUIRED DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS LEAD WARNING
STATEMENT HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT.
LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT
MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG
CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSOR
MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR
LEAD-BASED PAINT HAZARDS IN THE DWELLING. LESSEE MUST ALSO RECEIVE A
FEDERAL PAMPHLET ON LEAD POISONING PREVENTION "PROTECT YOUR
FAMILY FROM LEAD IN YOUR HOME." LESSOR'S DISCLOSURE

(a) Presence of lead – based paint and/or lead based paint hazards. (check (i) or (ii) below):

(i) YM Known lead-based paint and/or lead based paint hazards are present in the housing.
(explain)

(ii) YM Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the
housing.

(b) Records and reports available to the Lessor (check (i) or (ii) below):

(i) YM Lessor has provided the Lessee with all available records and reports pertaining to
lead-based paint and/or lead-based paint hazards in the housing (List documents)

(ii) YM Lessor has no reports or records pertaining to lead-based paint and/or lead-based
paint hazards in the housing.

LESSEE'S ACKNOWLEDGEMENT (initial)

(c) Lessee has received copies of any and all information listed above.

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(d) Lessee has received the Pamphlet "Protect Your Family From Lead in Your Home".

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Certificate of Accuracy

Lessor hereby certifies that to the best of its knowledge, the information it has provided is true
and correct.

Linda Horan



EXHIBIT A

STANDARD STATE OF PA PURCHASE OPTION

This Agreement is made and entered into as of the 9th day of October, 2016,
by and between CSW Financial, LLC, herein referred to as "Lessor/Seller" and [REDACTED]
herein referred to as "Lessee/Buyer".

WITNESSETH:

1. For the sum of Seven Thousand Five Hundred (\$7,500) Dollars, Lessor/Seller hereby grants to Lessee/Buyer the exclusive Option to Purchase the real property, building and all improvements thereon, including, but not limited to, fixtures at 608 Horizon View Drive, Pittsburgh, Allegheny County, Pennsylvania 15235, including the land, building and all improvements (Parcel ID #0451-C-00257-0000-00) for a purchase price of One Hundred Forty Nine Thousand Nine Hundred & 00/100 (\$149,900) Dollars. Said Option shall terminate automatically October 8, 2026, if not exercised before that date. This Option is renewable only with the consent of the Lessor/Seller.
2. The Option price and any sums paid or applicable toward the purchase price are nonrefundable under any circumstance.
3. Lessee/Buyer is paying the sum of \$942.62, during months one through 120 of this agreement, per month plus escrow as rental for the real property. In the event Lessee/Buyer exercises the Option to Purchase, the portion of the rental payment which would be attributable to Principal if the rental payments were calculated as a thirty (30)

year amortized loan with interest at the rate of 6.95% per annum shall be applicable to purchase price.

4. Lessor/Seller shall provide an amortization schedule (attached herein) to Lessee/Buyer upon request to enable Lessee/Buyer to know the current balance of purchase price per the Option. When applying for a mortgage to enable Lessee/Buyer to exercise the Option to Purchase, Lessee/Buyer is entitled to represent that monies paid which can be applicable to purchase price are for that purpose down payment monies paid toward purchase price.
5. Buyer may exercise the Option at any time during the term of the Option by signing and delivering a standard form Agreement of Sale to the Lessor/Seller. Settlement shall be in accordance with the Agreement of Sale. The agreement shall provide for the delivery of an insurable warranty deed to the Lessee/Buyer, and payment of all closing costs including realty transfer taxes by the Lessee/Buyer. The deed warranty shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Agreement by, through or under persons other than the Lessor/Seller. When Buyer exercises this Option to Purchase, the Seller and/or its assignee shall then execute the Agreement of Sale attached hereto and incorporated herein by reference.
6. Upon exercise of the Option, the balance of purchase price shall be paid in accordance with the Agreement of Sale and this Option depending upon the date of settlement.
7. This Option to Purchase shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors in interest, assigns, legal representatives, executors and administrators. This Option is an exclusive Option to Purchase so long as

Buyer is not in default in any respect per the terms of this Agreement. This Option is not assignable by Buyer without the written consent of Seller.

8. The parties agree this Option to Purchase may not be recorded. Any recording of this Option or attempted recording of same is a default and automatically voids the Option to Purchase.

WITNESS the due execution hereof as of this 9th day of October, 2016

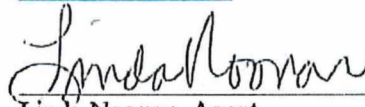
WITNESS:



WITNESS:

LESSOR/SELLER: CSW Financial, LLC




Linda Noonan, Agent

LESSEE/BUYER:



COMMONWEALTH OF PENNSYLVANIA)

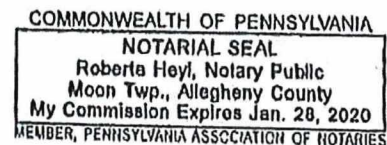
COUNTY OF Allegheny)

On this the 9th day of October, 2016, before me a Notary Public, the undersigned officer, personally appeared Linda Noonan, Agent for CSW Financial, LLC, a Pennsylvania limited liability company, and that she, as such Agent, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his name on behalf of the limited liability company.

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

Robert Heyl
Notary Public

My Commission Expires: Jan 28, 2020



COMMONWEALTH OF PENNSYLVANIA)

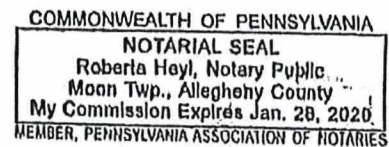
COUNTY OF Allegheny)

On this the 9th day of October, 2016, before me, a Notary Public, the undersigned officer, personally appeared Leon Rose, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Robert Heyl
Notary Public

My Commission Expires: Jan 28, 2020





STANDARD PA PURCHASE INSTALLMENT LAND CONTRACT

This Agreement is dated on: June 7, 2019

The Seller is Alpha Realty Investment, LLC.

The Buyer is [REDACTED]

Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase the following described property located Westmorland County The property is described as follows

Single family home with an address of 12001 North Street, Irwin, PA 15642 Parcel # 5407130081.

The property includes the personalty listed in Exhibit A.

This Agreement is subject to the terms and conditions of Exhibit A attached hereto and a part hereof. SA (initials of Seller and Buyer)

The total purchase price for the Property is One Hundred and Eighty-Seven Thousand Seven Hundred & 00/100s (\$187,000) Dollars, to be paid as follows.

A total deposit to be paid as Ten Thousand (\$10,000.00) Dollars as a Down Payment will count fully toward the purchase price. It shall be paid as follows:

Good faith hand money to be paid as Three Thousand (\$3,000.00) Dollars upon initial application. As of the date of this agreement, Buyer has paid Seller the initial \$3,000, which will be fully counted towards the down payment.

In addition, the remaining down payment of Seven Thousand (\$7,000) Dollars & 00/100 is due at the time of signing of the Agreement, by no later than the end of business day June 11, 2019.

The first month's payment of One Thousand Four Hundred and Eighteen (\$1,418.20) Dollars & 20/100 is due by the move in date of June 15, 2019.

The remaining balance of One Hundred Seventy-Seven Thousand & 00/100 (\$177,000) Dollars shall be payable based on a 30-year amortization at 5.66% interest rate

In addition, the seller requires that the buyer shall be responsible for monthly escrow for property taxes and insurance. Buyer shall pay into escrow with each monthly principal and interest payment of \$390.17, a sum necessary to pay the existing taxes and insurance on the property. The monthly principal and interest payment is Eight Hundred Seventy Three & 49/100 (\$873.49) Dollars per month. (Total monthly payment is \$1,418.20).

Buyer shall also be responsible for all utility services supplied to the Property as of the date thereof, including without limitation, gas, electricity, water, sewage, and garbage collection, and Buyer agrees to have these services promptly transferred into Buyer's name prior to Initial Closing

Total payment is due by the 1st day of each calendar month. Payments not received by the third of the month shall have a late charge of One Hundred and Fifteen & 00/100 (\$115.00) Dollars.

Buyer agrees to pay a fee of seventy-five dollars (\$75.00) each time that Buyer's check is not honored by the bank. Seller reserves the right to require all future payments in the form of a money order, certified funds, or cashier's check.

The parties will conduct an Initial Closing on or before June 15, 2019, as per the above. Possession will be delivered on that date. **IN THE EVENT BUYER WOULD CANCEL PRIOR TO INITIAL CLOSING DATE, BUYER'S LIABILITY WILL BE LIMITED TO ANY AND ALL DEPOSITS EITHER PAID TO DATE OR DUE THROUGH THE INITIAL CLOSING DATE (\$10,000). SELLER IS LIMITED TO RETAINING ANY AND ALL DEPOSITS PAID OR TO BE PAID BY BUYER IN THE EVENT OF BUYER CANCELLATION PRIOR TO INITIAL CLOSING AS LIQUIDATED DAMAGES.**

Initials: S.T. _____

Seller will maintain title to be good and marketable so that it can be insured by a reputable title insurance company at standard rates.

Seller will maintain the Property in its present condition as of the date of this Agreement until delivery of possession, which shall be no later than June 15, 2019.

Wherefore, the parties agree to the foregoing terms and conditions and do hereby witness the signing of this Agreement on the date set forth above, intending to be legally bound.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

SELLER: RS Capital, LLC.



Sean Walters

Date

BUYERS:



6/8/19
Date

Exhibit A

1. Except in the event of a sale to an unrelated buyer whereas the deed would transfer, Buyer must repay or refinance the loan within the first 8 years of this Agreement but not before the first 27 months of this Agreement. Buyer may pay off the loan or otherwise refinance after 8 years but not before the first 27 months.
2. In the event of changes in the taxes and the insurance, the escrow sum shall change accordingly. Seller shall notify the Buyer of the payment change and date of the change and Buyer agrees to pay the sum indicated by the Seller as directed.
3. The Initial Closing shall be defined as payment in full of the down payment and first full month payment and prior signing of this agreement. At the Initial Closing, provided that utilities have been transferred into Buyer's name, Seller shall turn the property over to Buyer no later than June 15, 2019. All closing costs related to the Initial Closing shall be paid by Seller and any liens or unpaid property taxes on a prorated basis due up to the initial closing date will be the responsibility of the Seller.
4. The parties acknowledge that no real estate commission is due to any party related to the transaction described herein.
5. Final Closing shall occur on or before June 14, 2027, but not sooner than month 28 as per Paragraph 1, at a location to be determined by the parties. Provided Buyer has made all payments as and when required of this Agreement, Seller shall convey title to the Property. At final settlement, Buyer will pay for costs for obtaining a title search, deed preparation, deed recording fee, and all transfer taxes. Buyer may choose to obtain title insurance as part of the final settlement at Buyer's expense.
6. Buyer understands that Seller has similar agreement in place with deeded owner. Seller is obligated to fulfill their agreement with deeded owner as part of the final closing described in paragraph 5 to ensure clear title at time of final closing to Buyer as per paragraph 5.

Initial: S.T. _____

7. It is understood that Buyer has inspected the Property and accepts the Property "as is". No person, company or corporation has acted as real estate broker or agent for Seller or Buyer. Buyer understands that they have the right to inspect the property at their expense prior to the Initial Closing. As of the Initial Closing Date hereof, Buyer assumes full responsibility for the maintenance and repair of the Property as would an owner of the Property, and shall hold Seller safe and harmless from any and all claims, and shall keep the Property free of all liens for work and labor done or materials furnished in connection with maintaining the Property in good order and repair. Seller agrees to be responsible for major systems defined as the roof, HVAC system, electrical system, and plumbing system repairs or issues that occur within the first twenty (20) days of the initial closing. Seller responsibility ends July 5, 2019.


Signed Acknowledgment

Date 6/8/19

8. Buyer agrees that Seller has the right to inspect or examine the property from time to time for the purposes of verifying condition, with a minimum of 48 hours advance notice to Buyer.

9. **THE BUYERS ACKNOWLEDGE THAT THEY ARE REQUIRED TO NOTIFY THE SELLER IN WRITING AND GET ADVANCED APPROVAL PRIOR TO MAKING ANY MAJOR MODIFICATIONS, IMPROVEMENTS, AND/OR ADJUSTMENTS TO THE PROPERTY (COSMETIC CHANGES SUCH AS PAINT AND FLOORING DO NOT REQUIRE PRIOR APPROVAL) LOCATED AT 12001 NORTH STREET, IRWIN, PA 15642**

Initial: SIT

10. Buyer acknowledges responsibility for lawn care and snow removal. Lawn care shall be defined as cutting of grass, trimming bushes and hedges, weeding flower beds, and fertilizing the lawn, if necessary, to avoid bare patches or excessive weed patches. Due to the expense that has been put into the professional landscaping, failure to maintain grass or landscaping may result in Seller correcting any problem at Buyer's expense.


Signed Acknowledgement

Date 6/8/19

11. Buyer Default. In the event Buyer shall be in default of any terms or provisions of this Contract, Sellers shall have the right to enter the Property for the purpose of inspection. In the event the default is for the payment of money, Buyer shall have thirty (30) days to cure such default after the date of any notice received by Buyer related thereto. For any other default, Buyer shall have sixty (60) days to cure such default after the date of any notice sent to Buyer related thereto. In the event Buyer fails to cure any default within the applicable time period, Sellers shall have such remedies as afforded Sellers under any applicable law. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Contract.
12. Sellers Default. Sellers covenant that Sellers shall perform no act that would render title to the Property to be other than good and marketable during the entire term of this Contract. For the purpose of this Section, a title shall be deemed marketable even though there is a lien or encumbrance affecting it that can be extinguished by the payment of a ascertainable sum of money. If Sellers default under this provision, Buyer shall notify Sellers and Sellers shall have thirty (30) days to cure such default. Such cure period shall continue for a reasonable period of time so long as Seller is diligently pursuing efforts to cure the default. In the event that Sellers default under this Section beyond any applicable cure period, Buyer may (i) terminate this Contract, or (ii) so long as Sellers' default continues, remain in possession of the Property under this Contract. If Buyer is not in default and has exercised his right to terminate this Contract pursuant to this Section, and Buyer has surrendered possession of the Property and notified in writing Sellers, Buyer may maintain an action to recover payments of principal made on the Purchase Price paid by Buyer with interest on any payments. If Buyer elects to terminate this Contract pursuant to this Section, such termination shall not be effective until thirty (30) days after Buyer notifies in writing of such election by certified mail. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Contract.
13. This Contract is subject to the Pennsylvania Installment Land Contract Law, 68 PA. C.S. §901 et seq., and Sections 3, 4, 5, 6, 7, 8 and 9 thereof (68 PA. C.S. §903-909) are incorporated herein (the "Act"); provided, however, that the default provisions in this Contract shall supersede any such provisions in the Act.
14. Pennsylvania law governs this Agreement.
15. This Agreement is binding on the Buyer, Seller and their respective heirs, successors and personal representatives. This Agreement cannot be assigned and the Buyer shall not sublease the property.

EXHIBIT E

Doc-40418

Allegheny County
Jessica Garofolo
Division of Real Estate
Pittsburgh, PA 15219

*** Electronically Filed Document ***

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Document Number: 2026-40418

Recorded As: ERX-MORTGAGE

Recorded On: July 17, 2026

Recorded At: 03:46:30 pm

Number of Pages:6

Book-VI/Pg: Bk-M VI-61665 Pg-412

Recording Fee: \$200.00

Parties:

MARLIN HOLDINGS L L C

CHANG MICHAEL

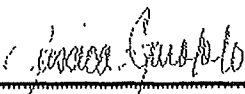
Receipt Number: 4600905

Processed By: J Bertoty

I hereby certify that the within and foregoing was recorded in the Division of Real Estate's Office in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****





Jessica Garofolo, Director
Sara Innamorato, County Executive

MORTGAGE

MADE this 13 day of July, 2026.

BETWEEN

MARLIN HOLDINGS, LLC, a Pennsylvania limited liability company, with a registered address of 413 North Avenue, Pittsburgh, Allegheny County, Pennsylvania 15209 (hereinafter called "Mortgagor").

A
N
D

MICHAEL CHANG, an individual, (hereinafter called "Mortgagee").

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of One Hundred Thousand Dollars (\$100,000.00), lawful money of the United States of America, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference.

NOW, THEREFORE, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, his heirs and assigns:

ALL that certain lot or parcel of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 205R, Unit A, in the First Amendment to the Granite Ridge Plan of Lots No. 2, as recorded in Plan Book Volume 255, Page 182 in the Recorder's Office of Allegheny County, Pennsylvania.

BEING known as Parcel Number 0583-M-00201-0000-00.

Together with all and singular the buildings, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto 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 Mortgagor in law, equity or otherwise, howsoever, of, in and to the same and every part thereof

TO HAVE AND TO HOLD the same unto Mortgagee, his heirs, administrators and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including all other sums payable by Mortgagor to Mortgagee hereunder and under

the terms of the Note, together with interest thereon and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

THIS MORTGAGE is executed and delivered subject to the following covenants, conditions and agreements:

1. From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby; (b) pay all ground rents reserved from the mortgaged premises and pay and discharge all mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby; (c) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagors and Mortgagee as their respective interests may appear, and (d) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges.
2. Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises upon 48 hours notice to the Mortgagor for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.
3. In the event Mortgagor neglects or refuses to pay the charges mentioned at (1) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby and collect the same as a part of said principal debt.
4. Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.
5. In the event the Mortgagor shall convey the title to the lands described herein or enter into any Article of Agreement or Deed for the sale of said lands, then, in either such event, the Mortgagee shall be notified in writing to such effect, and the debt hereby secured shall, at the option of the Mortgagee, become immediately due and collectable, notwithstanding anything contained in this Mortgage to the contrary.
6. Mortgagor shall reimburse the Mortgagee within thirty (30) days after written notice to Mortgagor by the Mortgagee of the assessment or levy of any personal property tax against the Mortgagor by any taxing body as a result of this Mortgage and the accompanying Note.
7. In case default be made for the space of thirty (30) days in the payment of any

installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, and all other sums paid by Mortgagee pursuant to the terms of the Note or

this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission of ten percent (10%) for collection of the total indebtedness or actual attorneys' fees, whichever is greater. Mortgagors hereby forever waive and release all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

WITNESS the due execution hereof the day and year first above written.

WITNESS:

Marlin Holdings, LLC,
by its sole member

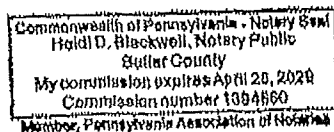
Koufey Dam

Sean M. Walters

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Butler : SS.

On this, the 13th day of July, 2026, before me, the undersigned officer, personally appeared Sean M. Walters, the sole member of Marlin Holdings, LLC, satisfactorily proven to me to be the person whose name is subscribed to the within Mortgage and acknowledged that he executed the same for the purposes therein contained.

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



Heidi D. Blackwell
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or parcel of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 205R, Unit A, in the First Amendment in the Granite Ridge Plan of Lots No. 2, as recorded in Plan Book Volume 255, Page 182 in the Recorder's Office of Allegheny County, Pennsylvania.

EXCEPTING AND RESERVING unto Maronda Homes, Inc., its successors and assigns, all right, title and interest to all oil, gas, methane gas, and similar minerals (other than coal or stone) below the surface, all of which to the extent present are reserved to Maronda Homes, Inc. as recorded in Deed from Maronda Homes, Inc. to Mary E. Mahoney, a married woman and Kevin W. Carroll, a married man, dated November 30, 2010 and recorded December 15, 2010 in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 14458, page 376, and not transferred or conveyed to Grantee.

Being the same premises which Mary E. Mahoney, married and Kevin W. Carroll, married by Deed dated June 4, 2024 and recorded June 7, 2024 in Allegheny County in Deed Book Volume 19694 Page 564 conveyed unto Marlin Holdings LLC, a Pennsylvania limited liability company, in fee.

Tax Parcel ID No. 583-M-201

File No. 261159-MARLIN

EXHIBIT F

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COVER SHEET (ONLY for cases involving mortgage foreclosure)
(Indicates a required field)*

Information About Case Participant(s)

1. Plaintiff(s)*

EQUITY TRUST COMPANY, Custodian FBO
Karen Snyder's IRA

VS

2. Defendant(s)*

MARLIN HOLDINGS, LLC, ALLEGHENY COUNTY, JOHN
DOE and JANE DOE, Occupants of the Property, and
ALL PERSONS CLAIMING ANY RIGHT, TITLE OR
INTEREST IN THE PROPERTY BY THROUGH OR UNDER
THEM

Certificate of Location

3.a. I hereby certify that the location of the
real estate is*

S. Fayette Township ☒ (Municipality) (Ward)
583 - M - 201
Block/lot Tiebreaker

3.b Address*

1219 Gneiss Drive, McDonald, PA 15057

Property Classifications

4. Property Type (Select One)

- ☐ OWNER OCCUPIED RESIDENTIAL
☒ NON-OWNER OCCUPIED RESIDENTIAL
☐ COMMERCIAL
☐ OTHER (explain) _____

5. Property Unit-Count (Select One)

- ☒ FOUR UNITS OR LESS ☐ OVER FOUR UNITS

Case Detail Information

4. Case Number*

- -

5 Type of pleading*

COMPLAINT IN MORTGAGE FORECLOSURE

Filing Party Information

6. Filed on behalf of *

Plaintiff, EQUITY TRUST COMPANY,
Custodian FBO Karen Snyder's IRA
(Name of the filing party)

7. Type of Representation*

- ☒ Record of Counsel
☐ Individual, If Pro Se

Contact Information of Attorney or Pro Se

8.a Name* Christopher J. Azzara

8.b Address* Dinsmore & Shohl, LLP
Six PPG Place, Suite 1300

8.c. City or Town* Pittsburgh

8.d State* PA 8.e. Zip Code* 15222

8.f. Country* USA

8.g. Phone Number (412) 288-5882

8.h. Email Address
christopher.azzara@dinsmore.com

Attorney ID Information

9.a. Attorney's State ID 204114

9.b. Attorney's Firm ID 732
(if applicable)

IF RESIDENTIAL Name, address and telephone number of representatives of lending institution with authority to discuss this action
Dan Constantino, Agent for Karen Snyder. 1300 Old Pond Rd, Bridgeville, PA 15017 (412) 534-5072

By _____

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

EQUITY TRUST COMPANY, Custodian
FBO Karen Snyder's IRA,

Plaintiff,

v.

MARLIN HOLDINGS, LLC,
ALLEGHENY COUNTY, JOHN DOE and
JANE DOE, Occupants of the Property, and
ALL PERSONS CLAIMING ANY RIGHT,
TITLE OR INTEREST IN THE
PROPERTY BY, THROUGH OR UNDER
THEM,

Defendants.

CERTIFICATE OF LOCATION

I hereby certify that the location of the Real
Estate is:

All that certain lot or parcel of ground situate
in the Township of South Fayette, County of
Allegheny and Commonwealth of
Pennsylvania, being Lot No. 205R, Unit A,
in the First Amendment in the Granite Ridge
Plan of Lots No. 2, as recorded in Plan Book
Volume 255, Page 182 in the Recorder's
Office of Allegheny County, Pennsylvania.

Parcel ID: **583-M-201**

Address: **1219 Gneiss Drive
McDonald, PA 15057**

By: s/ Christopher J. Azzara
Christopher J. Azzara, Esquire
Counsel for Plaintiff

CIVIL DIVISION

No

**COMPLAINT TO FORECLOSE ON
MORTGAGE AND SECURITY
AGREEMENT**

Filed on behalf of Plaintiff Equity Trust
Company, Custodian FBO Karen Snyder IRA

Counsel of Record for this Party:

Christopher J. Azzara
Pa. ID No.: 204114
christopher.azzara@dinsmore.com

Dinsmore & Shohl LLP
Firm #732
1300 Six PPG Place
Pittsburgh, PA 15222

(412) 281-5000
(412) 281-5055

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

EQUITY TRUST COMPANY, Custodian
FBO Karen Snyder's IRA,

Plaintiff,

v.

MARLIN HOLDINGS, LLC,
ALLEGHENY COUNTY, JOHN DOE and
JANE DOE, Occupants of the Property, and
ALL PERSONS CLAIMING ANY RIGHT,
TITLE OR INTEREST IN THE
PROPERTY BY, THROUGH OR UNDER
THEM,

Defendants.

CIVIL DIVISION

No.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth in against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
3rd Floor Koppers Building, 436 Seventh Avenue
Pittsburgh, PA 15219
Telephone: 412-261-5555
www.acbalrs.org

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

EQUITY TRUST COMPANY, Custodian
FBO Karen Snyder's IRA,

Plaintiff,

v

MARLIN HOLDINGS, LLC,
ALLEGHENY COUNTY, JOHN DOE and
JANE DOE, Occupants of the Property, and
ALL PERSONS CLAIMING ANY RIGHT,
TITLE OR INTEREST IN THE
PROPERTY BY, THROUGH OR UNDER
THEM,

Defendants.

CIVIL DIVISION

No

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Equity Trust Company, Custodian FBO Karen Snyder's IRA, by and through undersigned counsel, files this Complaint in Mortgage Foreclosure against Defendants, Marlin Holdings, LLC, Allegheny County, John Doe and Jane Doe, and all persons claiming any right, title or interest in the Property by, through or under them, and avers as follows:

I. THE PARTIES

1. Plaintiff, Equity Trust Company, Custodian FBO Karen Snyder's IRA (the "Plaintiff" or "Lender"), is a trust company organized and existing under the laws of the State of South Dakota, acting solely as custodian for the individual retirement account of Karen Snyder, and is the holder of legal title to the loan documents at issue, having an address of PO Box 45290 Westlake, OH 44145

2 At all times relevant hereto, Equity Trust Company has held legal title to the Note and Mortgage solely in its custodial capacity, for the exclusive benefit of Karen Snyder's

individual retirement account, and Karen Snyder is the sole beneficial owner of the loan and all proceeds arising therefrom.

3. The loan that is the subject of this action was funded through Karen Snyder's self-directed IRA, and all investment decisions with respect thereto were directed by Karen Snyder. Plaintiff brings this action solely in its representative capacity on behalf of the IRA for Karen Snyder's benefit.

4. Defendant, Marlin Holdings, LLC ("Borrower") is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at 413 North Avenue, Floor 1, Pittsburgh, PA 15209.

5. Defendant Allegheny County is a tax lienholder on the Property with an address for service at 414 Grant Street, Pittsburgh, PA 15219.

6. Upon information and belief, one or more individuals currently occupy the Property located at 1219 Gneiss Drive, McDonald, Pennsylvania 15057, and may claim an interest therein pursuant to an unrecorded lease, option agreement, installment land contract, lease-purchase agreement, contract for deed, purchaser's interest, possessory interest, equitable ownership interest, or other claim of right.

7. The true names and capacities of such occupants and claimants are presently unknown despite reasonable investigation. Accordingly, such persons are joined herein as John Doe and Jane Doe, Occupants of the Property located at 1219 Gneiss Drive, McDonald, Pennsylvania 15057, and all persons claiming any right, title, lien or interest in the Property by, through or under them.

8. Any interest claimed by such occupants or unknown claimants is junior, subordinate and subject to Plaintiff's Mortgage.

II. JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this Action pursuant to 42 Pa. C S. § 931(a).

10. Venue is proper pursuant to Pa R. Civ. P 1142 and 1006(a) because the Property is located within this County.

III. FACTUAL BACKGROUND

11. On or about June 5, 2024, Borrower executed and delivered to Plaintiff a Promissory Note (the “Note”), pursuant to which Borrower promised to pay the principal sum of \$145,000.00, together with interest and other charges. A true and correct copy of the Note is attached hereto as Exhibit “A.”

12. The Note provides, *inter alia*, for interest at the rate of thirteen percent (13%) per annum, monthly payments of interest, and payment of all sums due on or before May 30, 2026. The Note expressly states that the loan is a business loan for commercial purposes only.

13. As security for the Note, Borrower executed and delivered a Mortgage and Security Agreement dated June 5, 2024 (the “Mortgage,” and together with the Note and all other documents executed in connection therewith, the “Loan Documents”), encumbering the property known as 1219 Gneiss Drive, McDonald, Pennsylvania 15057 (the “Property”). The Mortgage was recorded on June 7, 2024, in the Office of the Recorder of Deeds of Allegheny County at Book Volume 58809, Page 19 A true and correct copy of the Mortgage is attached hereto as Exhibit “B.”

14. Borrower is the record owner in fee simple of the Property.

15. Upon information and belief, John Doe and Jane Doe are occupants of the Property and may claim an interest therein pursuant to an unrecorded lease, option agreement, installment

land contract, lease-purchase agreement, contract for deed, purchaser's interest, equitable ownership interest, possessory interest, or other claim of right, all of which interests, if any, are subordinate to Plaintiff's Mortgage.

16 Upon information and belief, Allegheny County claims an interest in the Property by virtue of a tax lien filed in the Court of Common Pleas of Allegheny County at Docket No. DTD-25-019398.

17. Allegheny County is joined as a defendant for the purpose of determining the nature, extent, validity and priority of its claimed interest. To the extent any interest claimed by Allegheny County is junior, subordinate or otherwise inferior to Plaintiff's Mortgage, Plaintiff requests that such interest be forever barred, foreclosed, divested and extinguished by the judgment entered in this Action and the Sheriff's Sale conducted thereafter.

18. To the extent John Doe, Jane Doe, or any person claiming by, through or under them claims any leasehold interest, option interest, installment land contract interest, equitable ownership interest, purchaser's interest, possessory interest, or other right, title, claim or interest in the Property, such interest is junior, subordinate and inferior to Plaintiff's Mortgage and should be foreclosed, barred, extinguished and forever divested by the judgment entered in this Action and the Sheriff's sale conducted thereafter.

19. Borrower is in default under the Note and Mortgage for failure to make required payments, including but not limited to the July 1, 2026 and August 1, 2026 payments.

20 Independently and additionally, pursuant to Section 4 of the Mortgage, Borrower covenanted that it would not create or permit liens against the Property without Plaintiff's prior written consent. Borrower breached this covenant by permitting the Liens identified above, which constitutes a separate and continuing event of default.

21. By reason of the foregoing defaults, Plaintiff has exercised its contractual right to accelerate the debt, and all sums due under the Note and Mortgage are immediately due and payable.

22 The amount presently due and owing under the Note and Mortgage, as of the date of filing, is as follows:

Principal Balance	\$145,000.00
July 1 st Interest Payment	\$1,570.83
July Late Fee	\$78.54
August 1 st Interest Payment	\$1,570.83
August Late Fee	\$78.54
August 1-31 Accrued Interest Payment	\$1,570.83
September 1 st Interest Payment	\$1,570.83
Legal Fees	\$15,144.04
	<u>\$166,584.44</u>

23. Interest continues to accrue at the per diem rate of \$52.36 from September 2, 2026 through the date of judgment, together with costs of suit, late fees, attorneys' fees, and all other charges recoverable under the Note and Mortgage

24. The Mortgage expressly authorizes Plaintiff, upon default, to declare all sums immediately due, and to proceed in mortgage foreclosure.

25. Plaintiff affirmatively avers that the Loan, the Note, the Mortgage, the Borrower, the Property, and the transaction evidenced thereby are not subject to the notice requirements of the Act of January 30, 1974, P L 13, No. 6, as amended, 41 P.S. § 101 et seq ("Act 6"), or the Homeowner's Emergency Mortgage Assistance Act, 35 P.S. § 1680.401c et seq. ("Act 91"), including, without limitation, because the Loan was originated as a commercial business-purpose transaction to a limited liability company and is not a consumer residential mortgage loan. Notwithstanding the foregoing, and without waiving the preceding position or any other rights, remedies, defenses, claims, positions or arguments concerning the inapplicability of Act 6 and Act

91, Plaintiff nevertheless caused notices substantially complying with Act 6 and Act 91 to be served upon Defendants on or about February 12, 2026, out of an abundance of caution and solely to eliminate any dispute concerning the satisfaction of any alleged condition precedent to foreclosure. True and correct copies of such notices are attached hereto as Exhibit "C."

26. More than thirty (30) days have elapsed since service of such notices. Defendants have failed to cure the existing defaults, have failed to reinstate the Loan, and have failed to take any action that would prevent Plaintiff from exercising its rights and remedies under the Loan Documents. Accordingly, whether or not Act 6 or Act 91 are ultimately determined to apply, Plaintiff has satisfied all conditions precedent to the commencement of this Action and is entitled to enforce its rights under the Note and Mortgage.

27. Plaintiff does not seek, and will not seek in this Action, a judgment imposing personal liability or any other *in personam* relief against Defendants. Plaintiff expressly reserves any rights it may have, if any, to pursue personal liability in a separate action, subject to applicable law and any prior discharge or other limitation.

28. If any Defendant has received a discharge of personal liability in a bankruptcy proceeding, this mortgage foreclosure action is not an attempt to collect, recover, or offset any debt as a personal liability of that Defendant or to revive any personal liability discharged in bankruptcy. This Action is brought solely to enforce Plaintiff's *in rem* rights under the Mortgage against the Property, foreclose the Mortgage, and cause the Property to be sold in accordance with applicable Pennsylvania law.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against the Property and against all Defendants claiming an interest therein, in the amount of \$166,584.44, together with continuing interest, late fees, attorneys' fees, costs and advances recoverable under the Loan

Documents; that the Mortgage be foreclosed; that all right, title, claim, lien, leasehold interest, option interest, installment land contract interest, equitable ownership interest, purchaser's interest, possessory interest and all other interests of Defendants that are subordinate to Plaintiff's Mortgage be forever barred, foreclosed and extinguished; and that the Property be sold by the Sheriff according to law, free and clear of all interests subordinate to Plaintiff's Mortgage, to satisfy the indebtedness secured thereby

Respectfully submitted,

By: s/ Christopher J. Azzara
Christopher J Azzara, Esquire
Pa. ID No.: 204114
Dinsmore & Shohl, LLP
1300 Six PPG Place
Pittsburgh, PA 15219
(412) 281-5000
christopher.azzara@dinsmore.com
Counsel for Plaintiff

VERIFICATION

I, Karen Snyder, an authorized signatory of Equity Trust Company, as Custodian FBO Karen Snyder's IRA, affirm that I am authorized to make this statement, that the averments contained in the foregoing Complaint to Foreclose on Mortgage and Security Agreement are true and correct to the best of my knowledge, information and belief, and that I am subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsifications to authorities.

Date: August 26, 2026

Karen M Snyder

EXHIBIT A

NOTE

\$145,000

June 5, 2024

FOR VALUE RECEIVED, Marling Holdings, LLC, having an address of 413 North Ave, Pittsburgh, PA 15209 (hereinafter referred to as "Borrower"), promise to pay to the order of Equity Trust Company, Custodian FBO Karen Snyder's IRA, LLC, having an address of PO Box 45290 Westlake, OH 44145 (hereinafter referred to as "Lender") the principal sum of ONE HUNDRED FORTY FIVE THOUSAND DOLLARS (\$145,000 00) lawful money of the United States of America, as follows:

INTEREST RATE: During the loan term and until all sums are paid in full, this Note shall bear interest at the rate of THIRTEEN (13%) percent per annum on the unpaid principal balance.

LOAN REPAYMENT: The Borrower shall pay to Lender during the loan term, an interest only payment, payable monthly, on the unpaid principal balance, and due to lender by the 1st of each month. The first payment will be collected at closing in the amount of \$1,361.39 Each month after, a payment of \$1,570.83 is due on the 1st starting August 1st, 2024.

- If not sooner paid, the entire principal, together with accrued and unpaid interest shall be due, payable and paid on May 30, 2026 (the "Maturity Date").
- If requested not less than 45 (FORTY FIVE) days prior to maturity, the Lender may grant a 3 (THREE) month extension for a fee of 1 (ONE) point, and THIRTEEN (13%) percent per annum on the unpaid principal balance.

TAXES AND INSURANCE: Borrower shall pay when due and payable without any deduction, defalcation or abatement, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied, or filed at any time against Borrower. the Mortgaged Property or any part thereof or against the interest of Lender therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale; and Borrower shall produce to Lender not later than thirty (30) days from the due dates receipts evidencing payment thereof. Borrower shall keep the Mortgaged Property insured against loss by fire and all other hazards contemplated by the term "extended coverage", in the amount of the replacement cost of the improvements erected on the Mortgaged Property. All policies shall be written by companies authorized to write casualty insurance in the Commonwealth of Pennsylvania and as approved by Lender, which approval shall not be unreasonably withheld. All policies shall contain a loss payable clause in favor of Lender and shall be cancelable only after ten (10) days prior written notice from the insured to Lender for non-payment of premium and thirty (30) days prior written notice from the insurer to Lender for all other reasons.

PLACE OF PAYMENT: All payments due hereunder shall be made payable to Equity Trust Company, Custodian FBO Karen Snyder's IRA, LLC, having an address of PO Box 45290, Westlake, OH 44145, or at such other place as Lender, from time to time, may designate in writing.

PREPAYMENT: Borrower shall have the right to prepay the principal sum hereof, in whole or in part, without penalty after 3 months.

BUSINESS LOAN: Borrower hereby acknowledges that the loan evidenced hereby is a business loan and not a consumer transaction and is for commercial purposes only.

LATE PAYMENT CHARGE. If any installments of interest or principal or any other payment due hereunder shall not be paid within five (5) days of its due date, Borrower shall pay to Lender a late charge of five (5%) percent of overdue payment of principal and interest. In addition thereto, Borrower agrees to pay Lender a check handling charge of \$25.00 each time a check written to Lender for payment of any sum due hereunder is returned to Lender for insufficient or uncollected funds. Once Lender receives a returned check for payment of any sum due hereunder, Lender may require all future payments in cash, money order, certified check or cashier's check.

Payment of this Note is secured by a Mortgage of even date herewith from Borrower to Lender, given upon a parcel of real estate located in the Borough of McDonald, County of Allegheny and Commonwealth of Pennsylvania, known as 1219 Gneiss Dr, McDonald, PA 15057 (herein "Mortgaged Property").

All of the agreements, conditions, covenants, provisions and stipulations contained in the aforesaid Mortgage of even date herewith, which are to be kept and performed by Borrower are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein, and Borrower covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

It is understood that if any default be made (i) in the payment of any installment of principal and interest due hereunder or any monetary sum due hereunder or under the Mortgage or (ii) in the performance of any of the agreements, conditions, covenants, provisions or stipulations contained in this Note or in the Mortgage, and such default is not cured within ten (10) days of written notice of default from the Lender to Borrower the Lender, at its option and without further notice to Borrower, may declare immediate due and payable, the entire unpaid balance of principal with interest accrued thereon and all other sums due by Borrower hereunder or under the Mortgage, anything herein or in the Mortgage to the contrary notwithstanding, and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Lender in this Note or in the Mortgage, or at law or in equity. In such case, Lender may also recover all costs of suit and other expenses in connection therewith, together with reasonable attorney's fees of 10% of the total amount due hereunder, together with interest on any judgment obtained by Lender at the rate of interest set forth herein from the date of judgment until actual payment is made to Lender of the full amount due Lender whether by Sheriff's Sale proceeds or otherwise.

The remedies of Lender as provided herein or in the Mortgage shall be cumulative and concurrent, and may be pursued singularly, successively, or together at the sole discretion of Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right of remedy shall in no event be construed as a waiver or release thereof.

Borrower hereby waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all other notices in connection with

the deliver, acceptance, performance, default, or enforcement of the payment of this Note, unless specifically required herein, and agrees that the liability shall be unconditional and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Lender. Borrower and all endorsers, sureties, and guarantors consent to any and all extensions of time, renewals, waivers or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to the release of the collateral or any part thereof, with or without substitution and agree that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth in the writing. A waiver on one event shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy to a subsequent event. If any term or provision of this Note or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable as to the remainder of this Note, then the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Note shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding anything to the contrary contained in this Note or in the Mortgage, the effective rate of interest on the obligation evidenced by this Note shall not exceed the lawful maximum rate of interest permitted to be paid. Without limiting the generality of the foregoing, if the interest charged under this Note results in an effective rate of interest higher than that lawfully permitted to be paid, then such charges shall be reduced by the sum sufficient to result in an effective rate of interest no greater than the maximum effective rate of interest permitted by law and any amount that would exceed the highest lawful rate already received and held by the Lender shall be applied to a reduction of principal and not to the payment of interest.

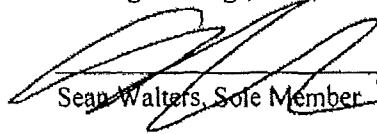
Part of the consideration for the loan evidenced by this Note is that the loan is and shall be deemed made under and governed by the laws of the Commonwealth of Pennsylvania. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, the words "Lender" and "Borrower" shall be deemed to include the respective heirs, personal representatives, successors and assigns of Lender and Borrower. The covenants, conditions and agreements contained herein shall bind, and benefits thereof shall inure to the respective parties hereto and their respective heirs, successors and assigns.

CONFESSION OF JUDGMENT

IN THE EVENT OF UNCURED DEFAULT, THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THE NOTE, AT ANY TIME, FOR THE FULL OR TOTAL AMOUNT OF THIS NOTE, TOGETHER WITH ALL INDEBTEDNESS PROVIDED FOR THEREIN, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR THE COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENTION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON; AND THE UNDERSIGNED EXPRESSLY AGREES TO THE ENTERING OF JUDGMENT AGAINST HIM BY CONFESSION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREINAFTER BE ENACTED. THE UNDERSIGNED AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS CONFESSION OF JUDGMENT AND IS EXECUTING THIS CONFESSION OF JUDGMENT AS OF HIS OWN FREE WILL AND WITH FULL KNOWLEDGE OF HIS RIGHTS UNDER THE LAW.

WITNESS the due execution hereof the day, month and year first above written.

Marling Holdings, LLC, a Pennsylvania Limited Liability Company

 sean member
Sean Walters, Sole Member

06.05.2024
Date

EXHIBIT B

Allegheny County
Jessica Garofolo
Division of Real Estate
Pittsburgh, PA 15219

*** Electronically Filed Document ***

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Document Number: 2024-26436

Recorded As: ERX-MORTGAGE

Recorded On: June 07, 2024

Recorded At: 09:21:10 am

Number of Pages: 13

Book-VI/Pg: Bk-M VI-58809 Pg-19

Recording Fee: \$181.75

Parties:

MARLIN HOLDINGS L L C

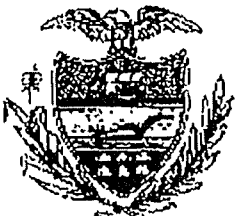
EQUITY TRUST CO CUST

Receipt Number: 4365908

Processed By: Patricia Rankin

I hereby certify that the within and foregoing was recorded in the Division of Real Estate's Office in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****



A handwritten signature of Jessica Garofolo in black ink.

Jessica Garofolo, Director
Sara Innamorato, County Executive

MORTGAGE AND SECURITY AGREEMENT
(Including Assignment of Leases and Rents)

MADE THIS 5th day of June, 2024, By and Between:

Marlin Holdings, LLC, having an address of 413 North Ave, Pittsburgh, PA 15209 (Hereinafter referred to as "Mortgagor")

And

Equity Trust Company, Custodian FBO Karen Snyder's IRA, having an address of PO Box 45290, Westlake, OH 44145 (Hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS,

Mortgagor ("Obligator") executed and delivered to Mortgagee their Note (the "Note") bearing an even date herewith, wherein Mortgagor promises to pay to the Mortgagee the principal sum of One Hundred Forty Five Thousand Dollars, (\$145,000.00), ("the Loan"), lawful money of the United States of America, representing sums advanced by Mortgagee to Mortgagor, with interest thereon at the rate and times in the manner and according to the terms and conditions specified in the Note, all of which are incorporated herein by reference.

NOW, THEREFORE,

Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns, all that certain lot of ground situate in the Borough of McDonald, County of Allegheny and Commonwealth of Pennsylvania, having an address of 1219 Gneiss Dr, McDonald, PA 15057, and as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

TOGETHER WITH

The improvements thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto Mortgagee, successors and assigns, forever.
AND AS ADDITIONAL SECURITY

For the payment of the indebtedness evidenced by the Note, together with interest thereon at the rate provided in the Note, Mortgagor hereby agrees that Mortgagee shall have, and grants to Mortgagee, a security interest under the Pennsylvania Uniform Commercial Code (the "Code") in and to the following described collateral:

ALL the Right, title and interest of Mortgagor in and to.

- (a) All buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Property, and all fixtures, fittings, appliances, apparatus, equipment, machinery, chattels, building materials and articles of personal property and replacements thereof, and additions thereto (hereinafter collectively called the "Fixtures"), now or at any time hereafter affixed to or attached to or placed upon or used in any way in connection with the complete and comfortable use, enjoyment or occupancy, or for operation and maintenance, of said buildings, structures and improvements (excepting any personal property owned by any tenant occupying said buildings and used by such tenant in the use or occupancy of the space occupied by it to the extent the same does not become the property of the Mortgagor under the lease or other agreement with such tenant or pursuant applicable to law); and
- (b) Any and all deposits made under any conditional bill of sale, chattel mortgage or security agreement (other than evidenced hereby) to which any collateral described in paragraph (a) above is subject, together with the benefit of any payments now or hereafter made thereon; and
- (c) Any and all leases relating to equipment and other personal property used or useful in connection with the use, operation and maintenance of the improvements on the Property, together with any options to purchase the same and with the benefit of any payments now hereafter made thereon; and
- (d) All the rents, issues and profits arising or issuing from said Property and from the buildings, structures and improvements thereon, including, but not limited to, all contracts, contract rights and accounts receivable, the rents, issues and profits arising or issuing from all leases, subleases, agreements of sale and construction contracts now or hereafter entered into covering all or any part of said Property and for the buildings, structures and improvements thereon, including without limitation, cash or securities deposited under leases to secure performance by lessees of their obligation there under, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms; and

- (e) Any and all awards, damages, payments and other compensation and any and all claims therefore and rights thereto which may result from taking or injury by virtue of the exercise of the power of eminent domain of or to, or any damage, injury or destruction in any manner caused to said Property, the buildings, structures and improvements thereon, or any part thereof, or from any change of grade or vacation of any street abutting thereon; and
- (f) All unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Mortgagor with respect to the Property and the improvements now or hereafter erected thereon; and
- (g) Any and all monies now or hereafter on deposit for the payment of real estate taxes or special assessments against the Property or for the payment of premiums on policies of fire and other hazard insurance covering the herein described collateral or the Property; and
- (h) All proceeds paid for damage done to the collateral herein described or the Property taken or damaged under the power of eminent domain or by condemnation; and
- (i) The proceeds of all the foregoing, both cash and noncash.

The foregoing collateral and the Property are hereinafter called the "Mortgaged Premises".

PROVIDED HOWEVER

That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) Payment of Taxes and Assessments:

From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, and at discount, all taxes, assessments, sewer and water rents and any and all other charges, claims, and liens assessed, levied, imposed or created from time to time upon the Mortgaged Premises or any part thereof which shall or might have priority in lien, payment or distribution to the

debt secured hereby; (b) pay all ground rents reserved from the Mortgaged premises and pay and discharge all mechanics' liens, which may be filed against said Premises and which shall or might have priority in lien or payment to the debt secured hereby; (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby; and (d) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

(2) Maintenance/Alterations:

Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee, and shall undertake no construction, alterations or additions to the Mortgaged Premises without the prior written consent of Mortgagee. Mortgagee shall have the right to enter upon the Mortgaged Premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(3) Remedial Payments:

In the event Mortgagor neglects or refuses to pay the charges mentioned in Paragraph (1) above, or fails to maintain the buildings and improvements as aforesaid, in addition to deeming such to be a default under this Mortgage and Note, the Mortgagee may pay such charges or pay for such maintenance, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(4) Other Liens:

Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the Mortgaged Premises, any debt, lien, or charge which would be prior to, or on parity with, or inferior or subordinate to, the lien of this mortgage, without the prior written consent of Mortgagee.

(5) Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Mortgaged Premises, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Mortgaged Premises, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Mortgaged Premises, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (i) the total

amount of the sums secured immediately before the taking divided by (ii) the fair market value of the Mortgaged Premises immediately before the taking. Any balance shall be paid to the Mortgagor.

If the Mortgaged Premises is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to the Mortgagee within (30) days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option either to restoration or repair of the Mortgaged Premises or to the sums secured by this Mortgage, whether or not then due.

(6) Insurance:

Mortgagor shall provide, renew and keep effective by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require the insure the Mortgaged Premises against loss by fire, hazards included within the term "extended coverage", and workmen's compensation insurance required by law, and any other hazards for which Mortgage requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. All insurance policies and renewals must be acceptable to Mortgagee, shall include a standard Mortgagee clause with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interests may appear, and may provide for co-insurance only as Mortgagee may approve. Mortgagee shall have the right to hold the policies of insurance and renewals. Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices on or before the date by which such premiums are due. In the event of loss, Mortgagor shall give immediate notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Mortgagee may on behalf of Mortgagor adjust and compromise any claims under such insurance and collect and receive the proceeds thereof and endorse drafts and Mortgagee is hereby irrevocably appointed attorney-in-fact of Mortgagor for such purposes. Each insurance company concerned is hereby authorized and directed to make payment under such policies, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft therefore.

Mortgagee shall have the right, at its option, to retain and apply the proceeds of any insurance to reduction of the indebtedness secured hereby, and/or to retain and apply the proceeds of any insurance on account of the payments of the monthly installments of interest as they fall due, month by month, or to restoration or repair of the property damaged. Mortgagee will not permit any condition to exist on the Mortgaged Premises, which would wholly or partially invalidate the insurance thereon.

(7) Default:

In case default be made for the space of ten (10) days in the payment of any installment of principal or interest due pursuant to the terms of the Note, or in the performance by Obligor of any other obligations of the Note or this Mortgage or any other document executed by Obligor to secure or evidence the Loan (including but not limited to the transfer of any interest, beneficial or otherwise, in the Mortgagor or in the Mortgaged Premises) or if any default occurs with respect to any other existing obligation, loan, or agreement which Obligor hereof shall have to or with Mortgagee, it shall be an event of default hereunder, at Mortgage's option, and the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note, this Mortgage and any other Loan Security Documents together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and a reasonable attorney's commission (but not less than the greater of (i) One Thousand Five Hundred Dollars (\$1,500.00) or (ii) five percent (5.00%) of the outstanding principal balance of the Loan). Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of such execution. and waives all exemptions, all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

(8) Confession of Judgment:

MORTGAGOR HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OF AMERICA OR ELSEWHERE TO APPEAR FOR MORTGAGOR AND FOR ANY AND ALL PARTIES CLAIMING UNDER OR THROUGH MORTGAGOR AND TO CONFESS A JUDGMENT OR SERIES OF JUDGMENTS AGAINST MORTGAGOR AND ANY SUCH PARTY OR PARTIES, IN FAVOR OF MORTGAGEE, IN AN AMICABLE ACTION OF EJECTMENT FOR POSSESSION OF THE MORTGAGED PREMISES AND FOR REASONABLE ATTORNEY'S FEES (BUT NOT LESS THAN THE GREATER OF (I) ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) OR (II) FIVE PERCENT (5.00%) OF THE OUTSTANDING PRINCIPAL BALANCE OF THE LOAN MORTGAGEE MAY BRING SUCH ACTION BEFORE OR AFTER THE INSTITUTION OF FORECLOSURE PROCEEDINGS UPON THIS MORTGAGE OR AFTER JUDGMENT THEREON OR ON SAID NOTE OR AFTER SALE OF THE MORTGAGED PREMISES BY THE SHERIFF.

(9) Transfer of Mortgaged Premises:

It shall be an immediate event of default under this Mortgage and the Note if Mortgagor, without prior written approval of Mortgagee, diminishes, liquidates, sells, transfers or assigns any interest or title, legal or equitable or beneficial, in or with respect to portion or all of the Mortgaged Premises, or any benefit of this Loan and the interest rate herein specified, to any person or entity and in such event the whole unpaid balance of the principal indebtedness, together with all interests thereon and all other sums hereby secured, shall, at Mortgagee's option, become due and payable immediately, without notice, and shall be recoverable by Mortgagee forthwith or at any time thereafter without stay of execution or other process. Any consent given by Mortgagee hereunder shall pertain only to the proposed transfer of title or ownership or change in the shareholders of Mortgagor for which the consent was requested and shall not obligate Mortgagee to approve any further transfers or relieve any person or entity of liability to pay any amount secured hereby.

(10) Personal Property:

Mortgagee shall have such rights and remedies in respect of so much of the Mortgaged Premises as may, under applicable law, be personal property, or any part thereof, as are provided by the Code, and such other rights and remedies in respect thereof, which it may have at law or in equity or under this Mortgage, including without limitation the right to take possession of the Mortgaged Premises wherever located and to sell all or any portion thereof at public or private sale, without prior notice to Mortgagor, except as otherwise required by law, at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as Mortgagee shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by Mortgagee in connection with such sale or collection, including reasonable attorney's fees and legal expenses, second to the payment of the indebtedness evidenced by the Note, whether on account of principal or interest or otherwise as Mortgagee in its sole discretion may elect, and then pay the balance, if any, as required by law. Upon the occurrence of any default hereunder, Mortgagor, upon demand by Mortgagee, shall promptly assemble any equipment and fixtures, included in the Mortgaged Premises and make them available to Mortgagee at a place to be designated by Mortgagee, which shall be reasonably convenient to Mortgagee and Mortgagor.

(11) Successors and Assigns:

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, successors and assigns.

(12) Assignment of Leases and Rents:

Mortgagor does hereby grant, sell, assign, transfer, set over and deliver unto Mortgagee Mortgagor's entire interest in and to all leases, written or oral, and all agreements for the use or occupancy of any portion of the Mortgaged Premises, together with all rents, income and profits now due or which may become due under such Leases, and together with any and all guarantees of any lessee's performance under any such Leases. This assignment shall be effective upon any event of default under this Mortgage or any Loan Documents executed in connection herewith.

(13) Assignment of Construction Contracts:

Mortgagor does hereby assign unto Mortgagee any and all construction contracts for the construction of any improvements of the Mortgaged Premises.

(14) Indemnification:

Mortgagee shall not be obligated to perform or discharge nor does it hereby undertake to perform or discharge any obligation, duty or liability under any of the above-referenced leases or construction contracts, and Mortgagor shall and does hereby agree by to indemnify Mortgagee for and to hold Mortgagee harmless of any, from any and all such liability, loss, or damage which it may or might incur under any and all such leases or by reason of the above assignments.

(15) Hazardous Materials:

Mortgagor does hereby warrant and represent that there does not exist presently and there shall not exist after the date of this Mortgage, in, on, or around the Mortgaged Premises any hazardous waste, hazardous substances, toxic substances, hazardous air pollutants or toxic pollutants, as those terms are used in the Resource Conservation Recovery Act, the Comprehensive and Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and the Clean Water Act or any regulations promulgated pursuant thereto or any other applicable federal, state or local law, regulation, or ordinance; and there has not been any seepage, spill, release or discharge of any of the foregoing on or from the Mortgaged Premises and that all representations, warranties and covenants made herein and in any other Loan substance, hazardous materials, toxic substances, hazardous air pollutants, or toxic pollutants, substances or conditions are true and correct. Further, Mortgagor represents and warrants that there shall not hereafter occur any seepage, spill release, or discharge of any of the foregoing on or from the Mortgaged Premises that is not properly disposed of and made to comply with all applicable Federal, State, and Local Laws, Regulations or Ordinances.

Mortgagor does hereby agree to indemnify Mortgagee and defend and save it harmless from, against, for and in respect to all damages, losses, liabilities and deficiencies

including, but not limited to, reasonable attorney's fees and other costs and expenses incident to any suit, investigation, claim or proceeding, which are suffered, sustained, incurred, or required to be paid by Mortgagee and are caused by the existence, on or around the Mortgaged Premises, of any hazardous waste, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in Resource Conservation Recovery Act, the Comprehensive and Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and the Clean Water Act or any regulations promulgated pursuant thereto or any other applicable federal, state, or local law, regulation, or ordinances.

The liability of Mortgagor to Mortgagee under the covenants of this Section shall survive any foreclosure of this Mortgage or any transfer of the Mortgaged Premises in lieu of foreclosure, or satisfaction of this Mortgage.

(16) Regulated Waters:

Mortgagor covenants and represents that there are no Regulated Waters (as herein defined) located in, or around the Mortgaged Premises that would preclude use of the Mortgaged Premises for the purposes set forth in the Mortgage and in the Loan Security Documents and that would preclude the construction of the improvements in accordance with the plans and specifications and that the Regulated Waters will not be disturbed by such contemplated construction. As used herein, the term "Regulated Waters" shall mean wetlands, streams, flood plains or other similar environmentally sensitive areas that may be regulated pursuant to any Federal or State Acts or Regulations. Mortgagor further covenants and represents that the improvements to be placed on the mortgaged premises by the Mortgagor shall not be located in or on any Regulated Waters or in any applicable buffer zones, unless a permit for such improvements has previously been obtained prior to the date of the execution hereof. As used herein, the term "improvements" shall mean any structure, roadway, dam, bridge, fill, dredged material, or any other activity or material that in any manner changes, expands, diminishes, encroaches, or obstructs any Regulated Waters.

Mortgagee shall have the right, in its sole and absolute discretion, to withhold a portion of the proceeds of this Loan for the payment of any work necessary to abate, correct, replace, or take any other action as may be required by any governmental entity in the event of a violation of any Federal or State Act or Regulation governing Regulated Waters. At any time hereinafter, terminating only upon repayment in full of the indebtedness secured hereby (and, for such purpose, repayment from the proceeds of a foreclosure sale shall not be deemed repayment of such indebtedness), Mortgagee may require Mortgagor to provide Mortgagee, at the expense of Mortgagor, with an inspection or audit of the Mortgaged Premises, proposed by a qualified consultant approved by

Mortgagee, in form and substance satisfactory to Mortgagee, certifying that the improvements placed on the Mortgaged Premises by Mortgagor are not located in, on, or around any Regulated Waters or in any applicable buffer zones, that there has been no violation of any permit granted for activity in, on, or around any Regulated Waters on the Mortgaged Premises, and that there is no violation of any State or Federal Act or Regulations governing Regulated Waters. Mortgagee reserves the right, in its sole and absolute discretion, to retain, at Mortgagor's expense, an independent professional consultant to review any report prepared by Mortgagor or on behalf of Mortgagor as to the presence on or in the Mortgaged Premises of any Regulated Waters and/or to conduct its own investigation of the Mortgaged Premises. Mortgagor hereby grants to Mortgagee, its agents, employees, consultants and contractors the right to enter upon the Mortgaged Premises and to perform such tasks on the Mortgaged Premises as may be reasonably necessary to perform such review and/or investigation.

Mortgagor also agrees to indemnify Mortgagee and defend and save Mortgagee harmless from, against, and for and in respect to all damages, loss, liabilities, and deficiencies, including, but not limited to, reasonable attorney's fees, and other costs and expenses incidental to any suit, investigation, claim or proceeding, which are suffered, sustained, incurred, or required to be paid by Mortgagee and are caused by the presence of Regulated Waters in, on or around the Mortgaged Premises and/or any violation of any Federal or State Act or Regulation governing such Regulated Waters.

Mortgagor shall promptly notify Mortgagee in writing of any Order, pending or threatened action by any regulatory agency or other governmental body relating to Regulated Waters or any violation of any act or regulation governing Regulated Waters, and shall promptly furnish Mortgagee with copies of any correspondence or legal pleadings in connection therewith.

The liability of Mortgagor to Mortgagee under the covenants of this section shall survive any foreclosure of this Mortgage or any transfer of the Mortgaged Premises by Deed in Lieu of Foreclosure, or satisfaction of this Mortgage.

WARNING: THIS DOCUMENT CONTAINS A PROVISION AUTHORIZING ENTRY OF JUDGMENT BY CONFESSION. THIS MEANS THAT JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT NOTICE OR TRIAL. THIS COULD RESULT IN YOUR EJECTION FROM THE MORTGAGED PROPERTY BY THE SHERIFF. BY SIGNING THIS DOCUMENT YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL TERMS AND PROVISIONS HEREIN, THAT YOU HAVE BEEN REPRESENTED BY AN ATTORNEY AND THAT YOU HAVE KNOWINGLY AND VOLUNTARILY CONSENTED TO ENTRY OF JUDGMENT BY CONFESSION.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Mortgagor has set its hand and seal in the day and year first written.

MORTGAGOR:

Marlin Holdings, LLC, a Pennsylvania Limited Liability Company


Sean Walters, Sole Member

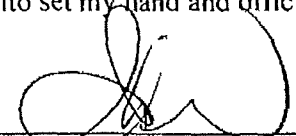
06-05-2024
Date

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On this, the 5th day of June, 2024, before me, the sole member, personally appeared Sean Walters, Member for Marlin Holdings, LLC, known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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


NOTARY PUBLIC

My Commission Expires: 05/11/2026

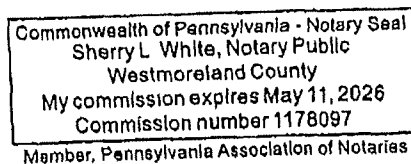


EXHIBIT A

All that certain lot or parcel of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 205R, Unit A, in the First Amendment in the Granite Ridge Plan of Lots No. 2, as recorded in Plan Book Volume 255, Page 182 in the Recorder's Office of Allegheny County, Pennsylvania

Also known as Parcel Number 0583-M-00201-0000-00

2026-CV-03829

EXHIBIT C

Act 6/Act 91 Notice*

La Notificación de Acto 6 y 91*

Save Your Home From Foreclosure

This is an official Notice being sent pursuant to Acts 6 and/or 91. You are receiving this notice because Pennsylvania law requires mortgage lenders to send it to homeowners facing foreclosure. This notice contains important legal information about your rights and how you can save your home. **YOU MAY BE ELIGIBLE FOR STATE FUNDED ASSISTANCE** from the Homeowner's Emergency Mortgage Assistance Program (HEMAP), a program of the Pennsylvania Housing Finance Agency (PHFA).

CALL A COUNSELING AGENCY FOR A MEETING. APPLYING FOR HEMAP MAY TEMPORARILY STOP A FORECLOSURE ACTION.

To apply, you **must** have a face-to-face meeting with a HEMAP-approved Consumer Credit Counseling Agency **within 33 days** of the date of this notice. This meeting is free and is the only way to apply for HEMAP. A list of approved Counseling Agencies is attached. A list is also available at <http://www.phfa.org/counseling/hemap.aspx>. If after speaking with a Counseling Agency you have further questions about HEMAP, please call 1 (800) 342-2397. Individuals with hearing impairment may call 711 (RELAY).

To make sure you meet the deadline, please call a Counseling Agency **immediately** to schedule a face-to-face meeting. Take this entire Act 91 Notice, including the attached Account Summary, with you to your face-to-face meeting. A counselor can:

- Help you apply for HEMAP and explain how the program works.
- Talk with your lender about a loan modification or other repayment plan.
- Explain possible options to avoid foreclosure such as loss mitigation, refinancing your loan, selling or transferring your property to a third party or having a third party cure the delinquency on your behalf through a short sale or assumption of mortgage.
- Provide referrals for other assistance, programs or services.
- Explain other rights you may have, including your right to assert the non-existence of the debt and any other defenses you may have.

Even if you miss the deadline, you may still apply for HEMAP, but a late HEMAP application will not stop your lender from foreclosing. However, if your application is approved, a HEMAP assistance loan will bring your mortgage current and stop the foreclosure. HEMAP may also temporarily help you make future mortgage payments.

Alternatively, you may save your home from foreclosure by curing your default. That means paying your lender all amounts currently due, including reasonable late charges, attorney fees and other costs and by otherwise fulfilling your mortgage obligations. You may cure the default at any time up to one hour before a Sheriff's Sale, up to three times in any calendar year.

If you have filed a petition in **bankruptcy**, this notice is provided for informational purposes only and is not an attempt to collect a debt. If you are protected by a bankruptcy filing you may still apply for HEMAP assistance.

*CONSULTE AL DORSO LA TRADUCCIÓN DE ESTA NOTIFICACIÓN IMPORTANTE, O LLAME AL 1.800.342 2397.

Notificación sobre la Ley 6 y 91*

Act 6 and/or 91 Notice*

Salve a su Hogar de la Ejecución Hipotecaria

La presente es una notificación oficial sobre la Ley 6 y 91. Usted está recibiendo esta notificación porque la ley de Pennsylvania requiere que los prestamistas hipotecarios la envíen a los propietarios de viviendas que se encuentren enfrentando una ejecución hipotecaria. Este aviso contiene información legal importante acerca de sus derechos y de lo que puede hacer para salvar su hogar. **ES POSIBLE QUE SEA ELEGIBLE PARA OBTENER AYUDA CON FONDOS ESTATALES** del Programa de Asistencia de Emergencia Hipotecaria para Dueños de Hogares (HEMAP, por sus siglas en inglés), un programa de la Agencia de Financiamiento de Hogares de Pennsylvania (PHFA, por sus siglas en inglés).

**LLAME A UNA AGENCIA DE ASESORAMIENTO PARA CONCERTAR UNA REUNIÓN.
LA SOLICITUD PARA EL HEMAP PUEDE DETENER DE FORMA TEMPORARIA LA EJECUCIÓN DE UNA HIPOTECA.**

Para presentar su solicitud, debe celebrar una reunión presencial con una Agencia de Asesoría Crediticia para el Consumidor aprobada por el HEMAP, antes de que transcurran 33 días, a partir de la fecha de esta notificación. Esta reunión es gratuita y es la única manera de solicitar el HEMAP. Se adjunta una lista de Agencias de Asesoría aprobadas. También puede encontrar una lista en <http://www.phfa.org/counseling/hemap.aspx>. Si luego de hablar con una Agencia de Asesoría tiene alguna pregunta sobre el HEMAP, por favor llame al 1 (800) 342-2397. Las personas con discapacidades auditivas pueden llamar al 711 (RELÉ).

Con el fin de asegurar que cumpla con el plazo, por favor llame a una Agencia de Asesoría y programe una reunión presencial **de inmediato**. Lleve esta Notificación sobre la Ley 6 y 91, junto con el Resumen de Cuenta adjunto, a su reunión presencial. Un asesor puede:

- Ayudarlo a presentar su solicitud al HEMAP y explicarle cómo funciona el programa.
- Hablar con su prestamista acerca de una modificación del préstamo u otro plan de pago.
- Explicarle las opciones posibles para evitar la ejecución de la hipoteca, como la mitigación de pérdidas, la refinanciación del préstamo, la venta o transferencia de su propiedad a un tercero, o que un tercero pague el atraso en su nombre, a través de una venta al descubierto o asumiendo la hipoteca
- Derivarlo a otro tipo de asistencia, programa o servicio.
- Explicarle otros derechos que pueda tener, incluido su derecho de reivindicar la no existencia de la deuda y cualquier otra defensa que tenga.

Incluso si no cumple con el plazo, es posible presentar su solicitud para el HEMAP, pero la solicitud tardía al HEMAP no impedirá que su prestamista ejecute la hipoteca. Sin embargo, si se aprueba su solicitud, el préstamo de ayuda del HEMAP pondrá su hipoteca al día y detendrá la ejecución. El HEMAP también puede ayudarlo, de manera temporal, a realizar los pagos de hipoteca futuros.

También puede optar por la alternativa de subsanar el incumplimiento para salvar a su hogar de la ejecución hipotecaria. Eso significa pagarle a su prestamista todos los montos adeudados a la actualidad, incluidos los cargos moratorios, los honorarios de abogados y otros costos razonables, y cumplir con sus obligaciones hipotecarias. Puede subsanar el incumplimiento en cualquier momento, hasta una hora antes de la subasta judicial, un máximo de tres veces por cada año calendario.

Si usted ha presentado una solicitud de quiebra, esta notificación se proporciona solo con fines informativos y no es un intento de cobrar una deuda. Usted puede solicitar la ayuda del HEMAP, incluso si está protegido por una declaración de quiebra.

*SEE REVERSE SIDE FOR TRANSLATION OF THIS IMPORTANT NOTICE OR CALL 1.800 342 2397.

ACT 6/ACT 91 NOTICE
Account Summary

Your Loan Details:

Name(s) on Account:	Marlin Holdings, LLC
Address of Mortgaged Property:	1219 Gneiss Dr , McDonald, PA15057
Account Number:	N/A

How to Contact Your Lender:

Current Lender or Servicer:	Equity Trust Company, Custodian FBO Karen Snyder's IRA
Lender or Servicer Address:	Equity Trust Company, Custodian FBO Karen Snyder's IRA, PO Box 45290, Westlake, OH 44145
Lender or Servicer Phone Number	See below
Contact Person:	John J. Berry, Esq.
Phone Number:	(412) 281-5000
Fax Number:	(412) 281-5055
Email:	John.Berry@dinsmore.com

Default Information:

Monthly Payments Missed:	February 1, 2026 through present
Total Amount Past Due:	\$1,570.83
<i>*Please be aware that fees and costs may continue to accrue through the duration of the delinquency.</i>	

How to Cure the Default:

Within 30 Days of the Date on This Notice:	Pay \$1,570.83 plus any payment and other charges that have become due to your lender or servicer by cash, cashier's check, certified check or other means acceptable to both parties
Send Payment and Make Payable to:	Equity Trust Company, Custodian FBO Karen Snyder's IRA
To Cure "Other Default":	Suit has been initiated against Borrower and Guarantor, and the Borrower has failed to pay all local taxes owed on the subject premises. Taxes must be paid and suit resolved to cure default

Is the Mortgage Assumable?	Yes, you may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, if all the outstanding payments, charges and attorneys fees and costs are paid prior to or at the sale and if the other requirements of the mortgage are satisfied. ✓ No, the mortgage is not assumable. No. The mortgage is not assumable under the terms of the contract. However, your Lender is willing to discuss the possibility of an assumption. Please contact your Lender to discuss your options.
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EXHIBIT G

STANDARD STATE OF PENNSYLVANIA LEASE

Made as of the 5th day of Sept, 2014, by and between [REDACTED], herein referred to as "Lessor" and RS Capital, LLC, herein referred to as "Lessee".

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain property, herein called "the Property", situated at 1202 Stockton Ridge Cranberry Twp, Butler County, Pennsylvania ; and

WHEREAS, Lessor desires to lease to Lessee the property hereinafter described on the terms and conditions set forth herein.

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

ARTICLE 1 -- DEMISED PREMISES AND APPURTENANT RIGHTS.

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the described premises herein called "the Demised Premises" known as 1202 Stockton Ridge Cranberry Twp, Pennsylvania including the land, building and all improvements.

2. Lessee shall have the right to use the property for all legal purposes per the terms of this Lease.

3. Lessee has the option to purchase the property per the terms and conditions of Exhibit A attached hereto.

ARTICLE 2 -- TERM OF LEASE.

The term of this Lease shall be 10 years beginning on the Commencement Date defined as follows:

Lessors shall provide access to the property to Lessee upon signing of Lease for the purposes of showing the property to prospective sub-lessees (tenants). Lease shall commence as of the move in date of Lessee's initial sub-lessee (tenant) to occur no later than 90 days from the date this agreement is signed by all parties.

ARTICLE 3 -- MINIMUM GUARANTEED RENT.

Lessee shall and hereby agrees to pay to Lessor without any prior demand therefor, without any deductions or set-off and as fixed monthly rent the sum of six hundred seventy five and 00/100 (\$675.00) Dollars.

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Lessee shall pay Ten (\$10.00) Dollars on or before Commencement Date as consideration for the option to purchase per Exhibit A. Lessee shall make payments commencing on the Commencement Date in the amount of \$675.00 per month plus any sum defined as additional rent. All payments are due on or before the tenth (10th) day of each calendar month. Payments shall be to Lessor. Payments not received by the tenth (10th) of the month shall have a late charge of 3% of the monthly payment.

ARTICLE 4 – ADDITIONAL RENT.

Whenever under the terms of this Lease any sum of money is required to be paid by Lessee in addition to the rental herein reserved, and said additional amount to be paid is not designated as "additional rent", then said amount shall nevertheless, if not paid when due, be deemed "additional rent" thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time the same became due and payable hereunder or limit any other remedy of Lessor. All payments of additional rent shall be paid when due without demand at such place as Lessor may from time to time direct.

Additional rent includes insurance paid with mortgage payments or insuring a mortgage lender, and real estate taxes.

Lessee understands it is responsible for payment of the increase in escrow payment as additional rent. Lessee understands it is responsible for payment of real estate taxes and insurance as a part of its lease payment. As a corollary, if any of the two would decrease, Lessee will be credited with such decrease.

As additional rent, Lessee shall pay a sum necessary to pay any additional increase in the existing taxes and property insurance on the Demised Premises. In the event of changes in the taxes and the insurance, the sum paid shall change accordingly. Lessor shall notify the Lessee of the payment change and date of the change and Lessee agrees to pay the sum indicated by the Lessor. Lessor shall provide as proof of the change in payment a copy of the most recent escrow statement and monthly mortgage statement to Lessee prior to the effective date of the change in payment.

As Additional Rent, Lessee shall pay into escrow with each monthly payment of \$675.00 a sum necessary to pay the existing taxes and insurance on the Demised Premises. At the commencement of this Lease Agreement the sum is two hundred twenty two & 40/100 (\$222.40) Dollars per month. (Total initial monthly payment is \$897.40 including the base monthly rent)

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ARTICLE 5 – UTILITIES.

Lessee shall be responsible for payment of all gas, electric, water, sewage, garbage removal, internet, telephone and cable services, i.e., all utilities at the premises. In addition, Lessee shall be responsible for the payment of any HOA dues, when applicable, that are attributable to the property covered by this lease agreement.

Fees and bills for utilities shall be billed directly to the Lessee, if possible. If the water and/or sewer must be billed to the Lessor, Lessor shall provide the bill when received to Lessee. Lessee shall pay the bill directly to the utility service provider.

ARTICLE 6 – LESSEE'S INSURANCE.

Lessee agrees to place and maintain at Lessee's own expense adequate contents insurance written by an insurance company covering personal property, equipment and fixtures placed by Lessee on the Demised Premises.

Lessee is not named as an Interested party in the policy of insurance on the property and should purchase its own insurance to protect its assets at the premises and for general liability commonly known as renter's insurance.

ARTICLE 7 – USE OF PREMISES.

The Demised Premises shall be occupied and used solely for legal purposes by Lessee and/or its assigns. Lessee covenants and agrees that the Demised Premises shall be occupied in accordance with all obligations imposed upon Demised Premises by applicable provisions of all municipal, county, and Commonwealth of Pennsylvania codes, regulations, ordinances and statutes in particular.

ARTICLE 8 – MAINTENANCE OF DEMISED PREMISES.

1. Lessee agrees to keep and maintain in good order, condition and repair the structure and mechanical systems of Demised Premises including the plumbing, and sewage facilities, fixtures, heating, air-conditioning and electrical equipment within the Demised Premises. This agreement is not in replacement of or controlled by the requirement and intent by the parties that Lessee is to perform basic maintenance and minor repairs to the Demised Premises.



2. Lessee agrees to keep and maintain in good order the Demised Premises in every other respect, including but not limited to, general maintenance of the interior and exterior portions of the Demised Premises and to make minor repairs in the interior of the Demised Premises, irrespective of cause. Lessor shall not be responsible to make any improvements or minor repairs of any kind, in or upon the Demised Premises. Lessee shall cut the grass and maintain the yard and exterior of the Demised Premises.

3. Lessors agree to turn over property to Lessee in move in condition. Lessors understand the Lessee's willingness to enter into this transaction is conditional upon an initial visit/inspection of the property and its condition immediately prior to Lessee signing this agreement as well as a final visit/inspection by Lessee once the property is vacant and in move in condition. Lessee, based on the initial visit/inspection and/or follow up visit/inspection may request specific maintenance items be addressed/corrected, at the Lessors' expense, as a condition of the signing of this agreement.

ARTICLE 9 – APPLIANCES.

The following appliances are included with the property and are for the use of Lessee and/or Lessee's sub-lessees (tenant). Any future repair or replacement will fully be the responsibility of Lessee. Appliances included: All appliances, refrigerator, stove, built-in microwave, oven, dishwasher, and washer/dryer set.

ARTICLE 10 – COMPLIANCE WITH STATUTES.

Lessee shall promptly execute and comply with all statutes, ordinances, rules, order, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments, Agencies and Bureaus applicable to the Demised Premises, for the correction, prevention and abatement of nuisances or other complaints, in, upon, or connected with the Demised Premises during the term of this Lease.

ARTICLE 11 –LESSEE'S PERSONAL PROPERTY AND FIXTURES AS PROPERTY IN THE DEMISED PREMISES.

All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee' sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by any cause whatsoever or water from any source whatsoever or from the bursting, overflowing or leaking of sewer pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever. All fixtures provided by Lessee shall not be deemed to have attached to the freehold or to have become the property of Lessor.

ARTICLE 12 - ACCESS TO DEMISED PREMISES.

Lessee agrees Lessor has the right to inspect or examine the Demised Premises with advance notice. Lessor is not permitted to make any repairs, alterations, improvements or additions in the Demised Premises without the written consent of the Lessee.

ARTICLE 13 - SURRENDER OF DEMISED PREMISES.

1. No act or thing done by Lessor or Lessor's agents or employees during any term of this Lease shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Lessor.
2. Lessee covenants and agrees to deliver up and surrender to Lessor possession of the Demised Premises upon expiration of this Lease, earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, ordinary wear and tear excepted. Acceptance of delivery of the Demised Premises or opening same for business shall be deemed conclusive evidence that the Demised Premises, as to all matters, were in good order and condition at the commencement of the term of this Lease.
3. Lessee shall at Lessee's expense remove all personal property of Lessee and repair all damage to the Demised Premises to the condition in which it was prior to occupancy. Any property not so removed, may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE 14 - INDEMNIFICATION.

Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from all claims, loss, liability, judgment, cost, damage or expense including all reasonable attorneys' fees arising out of or from any accident or other occurrence on or about the Demised Premises due to any act, omission or negligence of Lessee, its tenants, its employees, representatives, agents and invitees causing injury or death to any person or damage to any property whatsoever, and will protect, indemnify, save and keep harmless the Lessor against and from any and all claims and from any and all loss, liability, judgment, cost, damage or expense whatsoever in any respect to comply with and perform all the requirements and provisions of this Lease.

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ARTICLE 15- SUBORDINATION.

This Lease and all rights of Lessee hereunder are and shall be subject and subordinate to the lien of any currently existing mortgage constituting a lien on the Property. Lessee shall upon demand at any time execute, acknowledge and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Lessee hereunder to the lien of any such existing mortgage. This Lease is not subordinate to any other liens or mortgages post dating the signing of this Lease agreement.

ARTICLE 16 - EMINENT DOMAIN.

If the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the day the possession of that part shall be required for any public purposes and the rent shall be paid up to that day, and from that day Lessee shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount

of the Demised Premises taken. All damages awarded for such taking shall belong to and be property of Lessee in Lessee's sole election, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises.

In that circumstance by Lessee's election, Lessee shall be deemed to have exercised its option to purchase as to the portion of the property being taken for a purchase price equal to the taking award as compensation for diminution to the fee of the Demised Premises. The option to purchase shall remain in full force and effect for the balance of the Demised Premises for the amount stated in the option to purchase minus, in the event Lessee does not elect to receive the compensation for the taking, the amount of any award as compensation for diminution in value to the fee received either by the Lessor or any mortgage lender of the Lessor.

ARTICLE 17 – ASSIGNMENT AND SUBLETTING.

1. Lessee may assign this Lease or sublet the whole or any part of the Demised Premises, or permit any other person to occupy same without the prior written consent or acknowledgement of the Lessor. Any such assignment or subletting, shall not relieve Lessee from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease.
2. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Lessor first having been obtained.

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ARTICLE 18 - DEFAULT BY LESSEE.

1. All rights and remedies of the Lessor against the Lessee are as set forth in this Lease and in this Article.

2. Lessee covenants and agrees that a default or breach of this Lease shall occur and be deemed to exist if:

(a) Lessee shall fail, neglect or refuse to pay any installment of fixed minimum rent or any additional charge or rental at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof; or

(b) Lessee shall fail, neglect or refuse to perform any other provision, term, condition, covenant or undertaking of this Lease to be observed or performed by Lessee, where such failure continues for thirty (30) days after written notice thereof from Lessor to Lessee, provided, however, that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion; or

(c) Lessee abandons the property and gives evidence of that abandonment by actions such as terminating utility services during the term of the Lease. The Property or Demised Premises being unoccupied shall not constitute abandonment.

(d) Lessee shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Lessee shall commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or Lessee shall take any corporate action to authorize or in contemplation of any of the actions set forth above; or any case, proceeding or other action against Lessee shall be commenced seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (a) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (b) shall remain undismissed for a period of forty-five (45) days or the attachment, execution or levy against, or other judicial seizure of, substantially all of Lessee's interest in this Lease (unless the same is discharged within thirty (30) days after issuance thereof).

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3. In the event of any default or breach by Lessee as set forth in this Lease then and in such case the Lessor may in its discretion send written termination of the Lease and pursue a proper legal action for possession and/or damages. The parties agree damages shall be a liquidated damages amount equal to unpaid rent including additional rent as defined herein to the date of filing the legal action plus three additional monthly payments of rent. Lessor shall additionally be entitled to payment for physical damages to the Premises but shall not be entitled to any other damages as a result of a default in the Lease by the Lessee.

4. Determining of the term, or the receipt of rent after default, or after judgment or after execution shall not deprive Lessor of proper actions against Lessee for possession or for rent or for damages as defined in Article 17 paragraph 2.

ARTICLE 19 - NO WAIVER OF LESSEE'S DEFAULT.

No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Lessor at any time when Lessee is in default under any covenant or condition hereof, be construed as a waiver of such default or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if at any time Lessee shall be in default in any of its covenants or conditions

hereunder, an acceptance by Lessor of rental during the continuance of such default or the failure on the part of Lessor promptly to avail itself of such other rents and remedies as Lessor may have shall not be construed as a waiver of such default, but Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner hereinbefore provided.

ARTICLE 20 - NOTICES.

Any bill, statement, notice, communication or payment which Lessor or Lessee may desire or be required to give to the other party shall be in writing and shall be sent to the other party by registered or certified mail or via e-mail to such address as either party shall have designated in writing to the other, and the time of the rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid. Or in the case of e-mail delivery, at the time the recipient replies to said e-mail acknowledging receipt of item/communication as such.



ARTICLE 21 - PROVISIONS BINDING.

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lessor and Lessee.

ARTICLE 22 - COMPLETE AGREEMENT.

This writing contains the entire agreement between the parties hereto, and no agent, representative or officer of Lessor has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict, vary, add to or modify the terms hereof. No modification to this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

ARTICLE 23 - LEAD BASE PAINT NOTICE REQUIREMENT

The Federal Housing and Community Development Act of 1992, P.L. 102-550, Title X, Residential Lead-Base Paint Hazard Act 1992, Section 1018 requires: All residential units, constructed before 1978 and to be leased, Lessor shall (1) give to Lessee, before signing this Lease agreement, the required federally approved pamphlet on lead poisoning prevention entitled "Protect Your Family From Lead in Your Home" and (2) a Disclosure of Information of Lead-Based Paint and Lead-Based Paint Hazards requiring Lessee's (tenant's) signature before signing this Lease agreement. The Disclosure of Information of Lead-Based Paint and Lead-Based Paint Hazard Form shall be a part of this Lease agreement.

If applicable the Lessee hereby acknowledges receipt of the disclosure and the pamphlet referenced above.

LESSEE'S RESPONSIBILITY TO PROTECT CHILDREN AND WOMEN OF CHILDBEARING AGE FROM LEAD POISONING

- (a) If Lessee does not comply with any one of the requirements listed on the "Lessee's (Tenant's) Responsibility to Protect Children and Women of Childbearing Age from Lead Poisoning" Form which shall be a part of this Lease agreement, it shall be a breach of the terms and conditions, and a forfeiture, of this Lease agreement.
- (b) Lessor, at Lessor's option, may end this Lease agreement, by notice in writing to Lessee. Lessee shall have no further right of possession to rental unit.



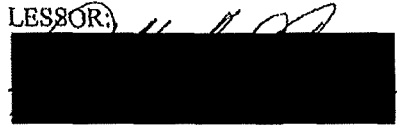
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IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be signed upon the day and year first above written.

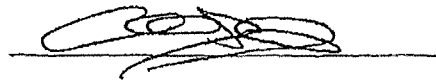
WITNESS:



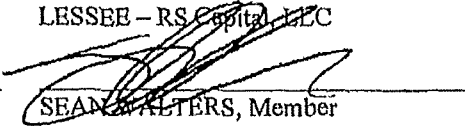
LESSOR:



WITNESS:



LESSEE - RS Capital, LLC



SEAN WALTERS, Member

RYAN MUELLER, Member

EXHIBIT A

STANDARD OPTION TO PURCHASE

This Agreement is made and entered into as of the 5th day of Sept, 2014, by and between [REDACTED] herein referred to as "Lessor/Seller" and RS CAPITAL, LLC, herein referred to as "Lessee/Buyer".

WITNESSETH:

1. For the sum of Ten & 00/100 (\$10 00) Dollars, Lessor/Seller hereby grants to Lessee/Buyer the exclusive Option to Purchase the real property, building and all improvements thereon, including, but not limited to, fixtures at 1202 Stockton Ridge, Cranberry Twp, Butler County, Pennsylvania 16066, including the land, building and all improvements (Tax Parcel ID #130-S34-D114-0000 for a purchase price of one hundred forty five thousand & 00/100 (\$145,000) Dollars. Said Option may be terminated at any time after December 4, 2024 with thirty (30) days written notice from the Lessor/Seller.

2. The Option price and any sums paid or applicable toward the purchase price are refundable to the Lessee/Buyer in the event Lessor/Seller fails to transfer the property or otherwise breaches the agreement.

3. Lessee/Buyer is paying the sum of \$675.00 per month as rental for the real property. In the event Lessee/Buyer exercises the Option to Purchase, the portion of the rental payment which would be attributable to principal is \$150.00 per month shall be applicable to purchase price. Lessee/Buyer shall provide an amortization schedule to Lessor/Seller upon request to enable Lessor/Seller to know the current balance of purchase price per the Option. When applying for a mortgage to enable Lessee/Buyer to exercise the Option to Purchase

Amn

[Signature]

Lessee/Buyer is entitled to represent that monies paid which can be applicable to purchase price are for that purpose down payment monies paid toward purchase price.

4. Lessee/Buyer may exercise the Option at any time during the term of the Option by signing and delivering a standard form Agreement of Sale to the Lessor/Seller with 60 days notice. Settlement shall be in accordance with the Agreement of Sale. The Agreement shall provide for the delivery of an insurable warranty deed to the Lessee/Buyer, and payment of closing costs including realty transfer taxes, settlement, title search, and other closing costs are to be shared as follows: transfer taxes are to be shared equally, title and insurance are to be paid for by Lessee/Buyer, and remaining closing costs are to be shared equally, not to exceed a total of \$1,000. Lessee/Buyer shall be responsible for the cost of new title insurance, if elected at time of closing by Lessee/Buyer. When Buyer exercises this Option to Purchase, the Seller and/or his assignee shall then execute the Agreement of Sale delivered per this paragraph and return a copy to Lessee/Buyer.

5. Upon exercise of the Option, the purchase price shall be paid in accordance with the Agreement of Sale depending upon the date of settlement.

6. Lessor/Seller agrees to maintain clear title to the real property. Lessor/Seller shall be responsible to remove any liens or title encumbrances created by Lessor or through Lessor's conduct or lack thereof after the date of this Option. Any sums paid by Lessee/Buyer to satisfy any such lien or encumbrance shall be considered a payment attributable to the purchase price.

7. Lessor/Seller agrees to provide to Lessee/Buyer, at Lessee/Buyer's request, at any time during the option period, satisfactory proof that any mortgage, loan or other indebtedness against the property and being paid by Lessor/Seller is current in its payment status.

8. Lessor/Seller agrees that in the event of discovery of delinquent mortgage, loan, or other indebtedness against the property that is the responsibility of the Lessor/Seller, in order to protect Lessee/Buyer's interest in the property, that Lessee/Buyer shall grant Lessor/Seller (30) days to cure the default on any indebtedness against the property owed by Lessor/Seller. If the default/payment delinquency is not brought current on the part of the Lessor/Seller within the 30 day period from the point of discovery by Lessee/Buyer, then Lessee Buyer will have the right to pay the delinquent indebtedness on the behalf of the Lessor/Seller and count the total paid on the Lessor/Seller's behalf as advance rent as per lease agreement and will provide proof of such payment to Lessor/Seller.

9. This Option to Purchase shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors in interest, assigns, legal representatives, executors and administrators. This Option is an exclusive Option to Purchase so long as Buyer is not in default in any respect per the terms of this Agreement. This Option is assignable by Buyer without the written consent of Seller.

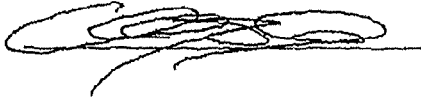
10. The parties agree this Option to Purchase may be recorded or referenced in a recording at the election of the Buyer.

WITNESS the due execution hereof as of this 5th day of Sept, 20 14

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WITNESS:



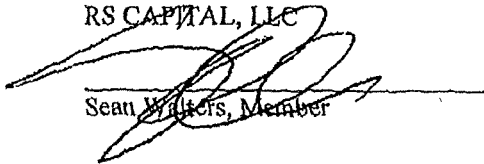
WITNESS:



LESSOR/SELLER;



LESSEE/BUYER:
RS CAPITAL, LLC



Sean Walters, Member

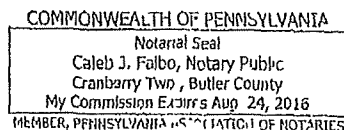
Ryan Mueller, Member

COUNTY OF BUTLER

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


Notary Public

My Commission Expires: 08/24/2016

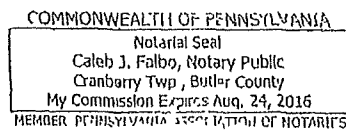


COUNTY OF Butte

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


Notary Public

My Commission Expires: 08/24/2016





Standard State of PA Installment Land Contract Purchase Agreement

This Agreement is dated on: December 30, 2020

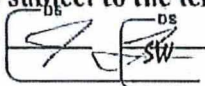
The Seller is RS Capital, LLC.

The Buyers are [REDACTED]

Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase the following described property as follows:

Condominium home with an address of 1202 Stockton Ridge, Cranberry, PA 16066.

The property includes the personalty listed in Exhibit A.

This Agreement is subject to the terms and conditions of Exhibit A attached hereto and a part hereof.  (initials of Seller and Buyer)

The Purchase Price is One Hundred and Sixty Thousand Nine Hundred and Five & 00/100 (\$160,905.00) Dollars

To be paid as follows:

The total amount of Seventy Thousand & 00/100 (\$70,000) Dollars as Down Payment.

The remaining balance of Ninety Thousand Nine Hundred and Five & 00/100 (\$90,905.00) Dollars shall be payable based on a 15-year amortization at a 3.40% interest rate.

In addition, the seller requires that the buyer shall be responsible for monthly escrow for property taxes and insurance. Buyer shall pay into escrow with each monthly principal and interest payment of \$222.40, a sum necessary to pay the existing taxes and insurance on the property. The monthly principal and interest payment is Six Hundred and Forty-Five & 41/100 (\$645.41) Dollars per month. (Total monthly payment is \$867.81).

Buyer shall also be responsible for HOA and all utility services supplied to the Property as of the date thereof, including without limitation, gas, electricity, water, sewage, and garbage collection, and Buyer agrees to have these services promptly transferred into Buyer's name prior to Initial Closing.

Total payment is due by the 5th day of each calendar month. Payments not received by the fifth of the month shall have a late charge of Eighty & 00/100 (\$80.00) Dollars.

Buyer agrees to pay a fee of seventy-five dollars (\$75.00) each time that Buyer's check is not honored by the bank. Seller reserves the right to require all future payments in the form of a money order, certified funds, or cashier's check.

In addition, the first month's payment (\$867.81) is due no later than the initial closing date of December 30, 2020.

The parties will conduct an *Initial Closing on or before December 30, 2020, as per the terms of Exhibit A. Possession will be delivered on that date. **BUYER HAS RIGHT TO CANCEL AT ANY POINT PRIOR TO INITIAL CLOSING DATE. IN THE EVENT OF CANCELLATION BY BUYER, BUYER'S LIABILITY WILL ONLY BE LIMITED TO DEPOSITS PAID TO SELLER TO DATE. SELLER IS LIMITED TO RETAINING ANY AND ALL DEPOSITS PAID BY BUYER IN THE EVENT OF BUYER CANCELLATION PRIOR TO INITIAL CLOSING AS LIQUIDATED DAMAGES.***

Initials:  _____

Seller's title must be good and marketable so that it can be insured by a reputable title insurance company at standard rates.

Wherefore, the parties agree to the foregoing terms and conditions and do hereby witness the signing of this Agreement on the date set forth above, intending to be legally bound.

WITNESS:

SELLER: RS Capital, LLC.



DocuSigned by:

Sean Walters

C2031CD80B4B405...

Sean Walters

WITNESS:

BUYER:

DocuSigned by:

A handwritten signature in black ink, appearing to be 'Z. L. L.', written over a horizontal line.

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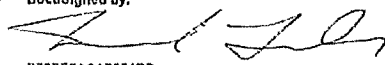
Name

Exhibit A

1. Except in the event of a sale to an unrelated buyer whereas the deed would transfer, Buyer must not repay or refinance the loan sooner than four (4) years of this Agreement. Buyer must pay off the loan or otherwise refinance no later than December 30, 2028.
2. In the event of changes in the taxes and the insurance, the escrow sum shall change accordingly. Seller shall notify the Buyer of the payment change and date of the change and Buyer agrees to pay the sum indicated by the Lessor as directed.
3. The Initial Closing shall be defined as payment in full of the down payment and first full month payment and prior signing of this agreement. At the Initial Closing, provided that utilities have been transferred into Buyer's name, Seller shall turn the property over to Buyer no later than December 30, 2020. All closing costs related to the Initial Closing shall be paid by Seller and any liens or unpaid property taxes on a prorated basis due up to the initial closing date will be the responsibility of the Seller.
4. The parties acknowledge that no real estate commission is due to any party related to the transaction described herein.
5. Final Closing shall occur on or before December 30, 2028 at a location to be determined by the parties. Provided Buyer has made all payments as and when required of this Agreement, Seller shall convey title to the Property. At final settlement, Seller will pay for all costs for obtaining a title search, deed preparation, and deed recording fee. Buyer may choose to obtain title insurance as part of the final settlement at Buyer's expense.
6. Buyer understands that Seller has similar agreement in place with deeded owner. Seller is obligated to fulfill their agreement with deeded owner as part of the final closing described in paragraph 5 to ensure clear title at time of final closing to Buyer as per paragraph 5.

Initial: 

7. It is understood that Buyer has inspected the Property and accepts the Property "as is". No person, company or corporation has acted as real estate broker or agent for Seller or Buyer. Buyer understands that they have the right to inspect the property at their expense prior to the Initial Closing. As of the Initial Closing Date hereof, Buyer assumes full responsibility for the maintenance and repair of the Property as would an owner of the Property, and shall hold Seller safe and harmless from any and all claims, and shall keep the Property free of all liens for work and labor done or materials furnished in connection with maintaining the Property in good order and repair. Seller agrees to be responsible for cost of the Buyer replacing garbage disposal and will reimburse the Buyer. Upon Buyer providing Seller with written estimate, Seller will then give credit towards monthly payment for the amount.

DocuSigned by:

B72BF0ACA7264DD

Signed Acknowledgement

12/30/2020

Date

8. Buyer agrees that Seller has the right to inspect or examine the property from time to time for the purposes of verifying condition, with a minimum of 48 hours advance notice to Buyer.
9. Buyer Default. In the event Buyer shall be in default of any terms or provisions of this Contract, Sellers shall have the right to enter the Property for the purpose of inspection. In the event the default is for the payment of money, Buyer shall have thirty (30) days to cure such default after the date of any notice received by Buyer related thereto. For any other default, Buyer shall have sixty (60) days to cure such default after the date of any notice sent to Buyer related thereto. In the event Buyer fails to cure any default within the applicable time period, Sellers shall have such remedies as afforded Sellers under any applicable law. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Contract.

10. Sellers Default Sellers covenant that Sellers shall perform no act that would render title to the Property to be other than good and marketable during the entire term of this Contract. For the purpose of this Section, a title shall be deemed marketable even though there is a lien or encumbrance affecting it that can be extinguished by the payment of an ascertainable sum of money. If Sellers default under this provision, Buyer shall notify Sellers and Sellers shall have thirty (30) days to cure such default. Such cure period shall continue for a reasonable period of time so long as Seller is diligently pursuing efforts to cure the default. In the event that Sellers default under this Section beyond any applicable cure period, Buyer may (i) terminate this Contract, or (ii) so long as Sellers' default continues, remain in possession of the Property under this Contract. If Buyer is not in default and has exercised his right to terminate this Contract pursuant to this Section, and Buyer has surrendered possession of the Property and notified in writing Sellers, Buyer may maintain an action to recover payments of principal made on the Purchase Price paid by Buyer with interest on any payments. If Buyer elects to terminate this Contract pursuant to this Section, such termination shall not be effective until thirty (30) days after Buyer notifies in writing of such election by certified mail. Neither party shall create or cause to be permitted any liens or encumbrances against the Property and the failure to provide by this provision shall be a material default of this Contract.

11. This Contract is subject to the Pennsylvania Installment Land Contract Law, 68 PA. C.S. §901 et seq., and Sections 3, 4, 5, 6, 7, 8 and 9 thereof (68 PA. C.S. §903-909) are incorporated herein (the "Act"); provided, however, that the default provisions in this Contract shall supersede any such provisions in the Act.

12. Pennsylvania law governs this Agreement.

13. This Agreement is binding on the Buyer, Seller and their respective heirs, successors and personal representatives. This Agreement cannot be assigned and the Buyer shall not sublease the property.

WITNESS:

SELLER: RS Capital, LLC.



DocuSigned by:

Sean Walters

C2631CD88048405

Sean Walters

WITNESS:

BUYER:

DocuSigned by:

A handwritten signature in black ink, appearing to be 'J. L. L.', written over a horizontal line.

Name



WITNESS:

BUYER:

Name

COMMONWEALTH OF PENNSYLVANIA))
COUNTY OF _____))

On this the _____ day of _____, 20____, before me a Notary Public, the undersigned officer, personally appeared Sean Walters, member of WG Manager, LLC., who is the managing member of WG US Real Estate Income Fund, LLLP.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA))
COUNTY OF _____))

On this the _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared Anthony Brunson and Michael Bryant, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: