

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Counsel for Creditor, Chardell Bacon

In re:

CBRM REALTY INC.,

Debtors.³

Chapter 11

Case Number: 25-15343 (MBK)
(Jointly Administered)

(I) OBJECTION OF CHARDELL BACON—ON HER OWN BEHALF AND ON BEHALF OF THOSE SIMILARLY-SITUATED—TO JOINT CHAPTER 11 PLAN OF CBRM REALTY INC. AND CERTAIN OF ITS DEBTOR AFFILIATES AND TO APPROVAL OF THE KELLY HAMILTON SALE TRANSACTION; AND (II) MOTION TO CERTIFY CLASS OF OBJECTORS PURSUANT TO BANKRUPTCY RULES 9014 AND 7023

¹ *Pro Hac Vice* admission pending.

² *Pro Hac Vice* admission pending.

³ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.



Chardell Bacon, claimant herein on her own behalf and on behalf of those similarly-situated, by and through undersigned counsel, hereby submits this objection (“Objection”) to the Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of its Debtor Affiliates (“the Joint Plan”) and to Approval of the Kelly Hamilton Sale Transaction (“the Sale Transaction”), and respectfully states as follows:

PRELIMINARY STATEMENT

1. Ms. Bacon has resided at one of the homes in the Kelly Hamilton portfolio since 2018, prior to Debtors’ purchase of the properties. Since Debtors’ purchase of the properties, and as a result of their continued and severe neglect of the portfolio, Ms. Bacon’s unit has deteriorated in condition substantially, and it presents health and safety risks to Ms. Bacon and her three children. Ms. Bacon filed a claim on July 28, 2025 in this matter, based on Debtors’ breach of her lease and violation of the implied warranty of habitability.

2. The habitability issues undoubtedly arose during Debtors’ ownership of the property. More importantly, however, those issues have persisted to the present day, while the Kelly Hamilton portfolio is under control of Lynd Management (“Lynd”). Despite the work of an independent fiduciary and Lynd’s management takeover in March of 2024, Ms. Bacon, and many other residents of the Kelly Hamilton portfolio (together, “the Tenants”), continue to live in uninhabitable conditions. (ECF 360 at 31.)

3. For this reason, the Tenants file this Objection to the confirmation of the Joint Plan (ECF 338-1) and Stalking Horse Agreement (ECF 325 at 57-84) (“the Confirmation and Sale Transaction”) which transfer the Kelly Hamilton portfolio to 3650 SS1 Pittsburgh LLC, an affiliate of Lynd. Based on Lynd’s failure thus far to bring the portfolio into decent, safe, and sanitary condition for current residents and failure to maintain compliance with HUD

requirements and regulations, the Tenants oppose the presently proposed Joint Plan and Sale Transaction, and they request that this Honorable Court postpone any approval of the Plan and Transaction for at least ninety (90) days, to determine whether Lynd can bring property conditions and other operational aspects of its management of the property into compliance with applicable standards *and* obtain HUD's approval to take over the Housing Assistance Payments ("HAP") contract at the property.

4. In addition, Tenants request this 90-day postponement to permit them and local governmental and philanthropic stakeholders to bring to the Court and the Parties an alternative plan and sale transaction whereby interested local stakeholders, who are actively meeting on this issue, may present a feasible, alternative acquisition, ownership and management plan for preserving and recapitalizing the portfolio as HUD-assisted housing.

FACTUAL BACKGROUND

5. Debtors own the Kelly Hamilton portfolio, consisting of approximately 110 family-sized units of scattered-site, multifamily HUD-assisted housing, in Pittsburgh, Pennsylvania.

6. The Kelly Hamilton portfolio has been the subject of a HAP contract with the United States Department of Housing and Urban Development ("HUD") since on or about October 1982. The HAP contract was assigned to Debtor Kelly Hamilton Apts LLC on or about February of 2023. A true and correct copy of the HAP contract is attached as Exhibit A.

7. All households in the Kelly Hamilton portfolio are "low-income," "very low-income," or "extremely low-income" within the meaning of the U.S. Housing Act, 42 U.S.C. 1437f, and implementing regulations. These households are leaseholders and are protected by

statutory and regulatory provisions which require leases to be renewed and prohibit termination as long as the household remains income-eligible and compliant with specific obligations.

8. Under the HAP contract, the property owner is obligated to comply with HUD's Physical Condition Standards and Inspection Requirements of 24 CFR part 5, subpart G, and HUD's Physical Condition Standards of Multifamily Properties of 24 CFR part 200, subpart P. *See* Exhibit A at 2, 20, 49; 24 C.F.R. § 280.85024; C.F.R. § 5.701 et seq.

9. If HUD determines that the property owner is in default of these obligations, then the default triggers an enforcement process which, if the default is not remedied to HUD's satisfaction within a specified timeframe, will result in the displacement of residents from the property and the suspension or termination of the HAP contract. *See* Exhibit A, HAP Renewal Contract, Sections 4.d.(2) and 7.b., and HAP Contract, Section 2.5(a) – (e), and 2.21(b); 24 C.F.R. § 5.701 et seq.

10. Ms. Bacon has resided in her unit at Kelly Hamilton since 2018. A true and correct copy of her lease is attached as Exhibit B. All tenants of the Kelly Hamilton portfolio have substantially identical leases.

11. Debtors acknowledge that “[p]rior to the Petition Date, limited liquidity, capital needs, and the legacy deferred maintenance burden impaired the Debtors’ ability to stabilize operations and maintain compliance with regulatory standards.” *Id.*

12. The deterioration of the Kelly Hamilton portfolio largely results from the alleged misconduct and neglect of Moshe “Mark” Silber, the principal of CBRM Realty, Inc., and certain of his associates.

13. Mr. Silber, acting on behalf of a subsidiary of debtor Crown Capital, purchased the Kelly Hamilton portfolio as part of a larger transaction that included about a dozen other

properties in the Pittsburgh region, from the Nancy D. Washington Irrevocable Trust, exclusive of the rights of tenants under residential leases, for \$57,500.00 by Special Warranty Deed dated December 12, 2022. Around the same time, Mr. Silber, acting on behalf of other corporate entities, purchased over a dozen other HUD-subsidized properties from the same seller, and it is likely that the Kelly Hamilton purchase price reflected negotiations for the entire portfolio. A true and correct copy of the deed obtained from the Allegheny County Department of Real Estate is attached as Exhibit C.

14. Mr. Silber pled guilty to financial crimes in the United States Court for the District of New Jersey on April 17, 2024, for misconduct related to a different affordable housing project. *Id.* at 31.

15. Shortly before his guilty plea, Silber engaged Lynd to manage the Kelly Hamilton portfolio and approximately fifty (50) other HUD-assisted properties within the larger Crown Capital portfolio Mr. Silber had assembled.

16. Lynd has been engaged as the property management company for the Kelly Hamilton portfolio since on or about March 2024. (ECF 360 at 31.) In that role, Lynd “provides on-site personnel and oversees all day-to-day property-level functions, including leasing, maintenance, compliance with regulatory obligations, and the coordination of services for residents.” *Id.*

17. LAGSP, an affiliate of Lynd, was engaged around the same time as asset manager of the portfolio. In that role, LAGSP “provides strategic oversight of the Kelly Hamilton Property’s operations, ensures compliance with financing and regulatory obligations, and assists in capital planning and financial reporting.” *Id.*

18. After Mr. Silber pled guilty, on September 20, 2024, he entered, on behalf of Kelly Hamilton Apts LLC, into a \$3.5 million loan agreement with Kelly Hamilton Lender LLC, another affiliate of Lynd. *Id.* at 30-31.

19. Lynd used this \$3.5 million loan not only for expenses at the Kelly Hamilton portfolio, but to pay bills throughout the approximately 49 other properties nationwide that Lynd had agreed to manage for Mr. Silber.

20. Shortly thereafter, bondholders of certain notes in Debtor Crown Capital's portfolio, as well as Mr. Silber himself, consented to the appointment of Independent Fiduciary Elizabeth A. LaPuma as sole director of Crown Capital and CBRM. (ECF 339-1 at 29.) Upon her appointment on September 26, 2024, "the Independent Fiduciary, with the assistance of entities within Lynd Management, began the process of ensuring that each property owned by the portfolio had sufficient staffing and other resources, with the goal of ensuring that residents had safe, clean homes." *Id.*

21. Ms. Bacon's experience, detailed in a sworn affidavit attached as Exhibit D and her claims regarding the management of the Kelly Hamilton portfolio in this matter, attached hereto as Exhibit E, bely the success of these efforts. The properties under Ms. Bacon's oversight and Lynd's management have fallen and remain well below the threshold of decent, safe, and sanitary housing required by the HAP contract and other applicable law, including local housing codes, and their management to date has failed to fulfill the implied warranty of habitability implicit in every residential lease agreement under Pennsylvania law. For example, with regard to Ms. Bacon's dwelling:

- (a) The ceiling in her dining room has slowly collapsed, and due to the growing hole, she is unable to safely use the room.

- (b) The unit has frequent pest infiltrations, including mice and roaches, despite her best efforts to keep the pests out of her home.
- (c) The floor in dining room is uneven and unsound in areas, causing danger to Ms. Bacon and her children as well as the tenants in the unit below.
- (d) A leak under her bathroom sink caused flooding to such an extreme degree in the unit below that a maintenance technician turned off the water supply to the sink entirely. The condition has been ongoing for approximately one year.
- (e) Over Debtors' ownership of the property, Ms. Bacon has had mold, a broken window, and flaking paint in her unit.
- (f) Ms. Bacon has repeatedly requested maintenance for these issues during the course of Debtors' ownership and Lynd's management of the Kelly Hamilton portfolio. At times, the phone line for the management office has been disconnected. When she approached maintenance technicians directly, she was told there was no funding for repairs.
- (g) Ms. Bacon has visited neighbors' buildings within the Kelly Hamilton portfolio and observed similar levels of disrepair and uninhabitability.
- (h) Pursuant to the United States Housing Act and implementing regulations, Ms. Bacon is entitled to monthly utility reimbursements to help cover the utility costs of her tenancy. *See* 24 C.F.R. § 965.502 *et seq.* She has not received utility checks in 2025, apart from the month of May. Ms. Bacon was informed by a member of the management office that utility checks would not be distributed until September of 2025, at the earliest.

- (i) Under the United States Housing Act and implementing regulations, Ms. Bacon is required to report any changes to her income to the management office for recertification of her rent obligation. Additionally, Debtor is required to perform annual recertifications and interim recertifications of all residents' income to properly calculate residents' share of the rent and utility costs and inform them of their rent obligations accordingly. *See* 24 C.F.R. § 5.230 *et seq.* Ms. Bacon reported new employment to Lynd in or about October or November of 2024, but Lynd took no steps to recertify her income. Ms. Bacon again approached Lynd in January of 2025 to complete her annual recertification, but again, Lynd did not timely complete the paperwork. Lynd did not inform Ms. Bacon of her new rent obligation until July of 2025, despite her repeated inquiries.
- (j) Furthermore, Lynd provided Ms. Bacon with a rent ledger, attached as Exhibit F, that set her rent at \$723 for the months of December 2024 through February 2025, \$499 for the month of March 2025, and \$350 for April 2025 onward. Lynd provided no explanation as to why the rent calculation changed this drastically throughout the year.
- (k) In July of 2025, Lynd sent Ms. Bacon a notice of termination of her assistance alleging a rental arrearage of over \$7000 to be due. The amount, which is far from accurate, appeared to be based in part on applying the market rent to her unit from February of 2025 onward, as Lynd had not recertified her income prior to that date. Moreover, the alleged arrearage does not account for rent abatement to which Ms. Bacon is entitled due to

the significant, long-unremedied habitability issues in her home. When Lynd finally recalculated Ms. Bacon's rent based on her income recertification in July, it nonetheless alleged that she owed over \$4000 in arrears, the accuracy of which Ms. Bacon, again, disputes.

- (l) Feeling she had no other option at that time, Ms. Bacon entered a payment plan for the alleged arrearage, in order to avoid an eviction filing against her.
- (m) Ms. Bacon has observed a management agent viewing units in the Kelly Hamilton portfolio and allowed the agent to view and take notes of the deficiencies in her unit. Nevertheless, no repairs have been made to her unit.

22. Additionally, Debtor Kelly Hamilton Apts LLC has been cited for violations of local ordinances relating to property maintenance on numerous occasions, including as recently as August 22, 2025. All of the citations occurred after Lynd took over management of the property in March of 2024. True and correct copies of the dockets for these citations are attached as Exhibit G.

23. Further, the Claims Register in this matter reflects that the Allegheny County Health Department has filed two claims, for \$23,552.25 and \$117,888.75, against Debtor Kelly Hamilton Apts LLC.

24. Despite its involvement with the Kelly Hamilton portfolio since March of 2024, Lynd has not been approved by HUD as the management company for the property as of at least August 18, 2025. Exhibit H. Such approval is a regulatory requirement for HUD-subsidized

housing. *See* 24 C.F.R. §§ 200.210; 200.216. This failure has exacerbated the conditions and problems present in the properties.

25. Debtors, through the Independent Fiduciary, filed the instant cases in May of 2025 and continue to operate their businesses as debtors in possession. (ECF 1, 7, 136, 226.)

26. Shortly thereafter, Debtors sought court approval for a superpriority debtor-in-possession financing facility for the continued operation of the Kelly Hamilton portfolio (“Kelly Hamilton DIP Facility”), which was granted by this Honorable Court. (ECF 61; ECF 178.) The Lender for the Kelly Hamilton DIP Facility is 3650 SS1 Pittsburgh LLC (“DIP Lender”), an entity formed by Lynd and 3650 REIT Investment Management LLC.

27. Of the \$9.7 million in funding available from the Kelly Hamilton DIP Facility, only \$1.3 million was budgeted for capital expenditures and \$313,021 for working capital. (ECF 178 at 72.) However, the budget allocated \$3.575 million to repay the existing loan on the property, which had been issued by Lynd’s affiliate and used by Lynd to pay bills throughout the Silber portfolio after his guilty plea. *Id.*

28. In conjunction with the Kelly Hamilton DIP Facility, Debtors negotiated a Stalking Horse Agreement with the DIP Lender. (ECF 61, 95.) The Stalking Horse Agreement allows the DIP Lender to credit-bid the balance of the Kelly Hamilton DIP Facility to purchase the portfolio and includes bid protections if another entity were to outbid DIP Lender.

29. A condition precedent to ratification of the Sale Transaction is HUD’s approval of an assignment of the HAP contract to the Stalking Horse Bidder, which will then commence operations of the portfolio pursuant to that contract. (ECF 360 at 51.)

30. Presumably due to the size of the super-priority line (and potential credit bid and bid protections), Debtors received no other qualifying bids for the portfolio and the Stalking Horse bid was designated as the successful bid. (ECF 383.)

31. Ms. Bacon's counsel, the Community Justice Project, has been meeting with local stakeholders in Allegheny County for approximately 10 months to develop a preservation plan for the Kelly Hamilton property, as well as the rest of the portfolio obtained by Mr. Silber. Individuals from the City of Pittsburgh Mayor's Office, the Allegheny County Executive's Office, the office of Congresswoman Summer Lee, local housing non-profit groups, affordable housing developers, and philanthropic organizations are coordinating to develop a feasible preservation plan to acquire the property for market value following due diligence. The effort to develop a plan for the Kelly Hamilton portfolio has been hampered by late notice of this bankruptcy case, the accelerated timeline for a sale to the Stalking Horse Bidder, and the inflated super-priority lien on the property. Accordingly, Ms. Bacon respectfully requests this Honorable Court continue the confirmation hearing and grant an additional ninety (90) days for these locally invested parties to develop an alternative plan to for presentation to this Court and the parties.

MOTION FOR CLASS CERTIFICATION

32. All previous paragraphs are incorporated as if fully set forth within.

33. Ms. Bacon, as a creditor in this matter, has standing to file this Objection to the Joint Proposed Chapter 11 Plan and Sale Transaction. 11 U.S.C. § 1109(b).

34. Moreover, the Tenants of Kelly Hamilton are parties-in-interest with standing to object to the Plan and Sale Transaction based on their lease agreements with Debtors, which are themselves inextricably linked to the HAP contract. *In re Glob. Indus. Techs., Inc.*, 645 F.3d 201, 210-11 (3d Cir. 2011) (quoting *In re James Wilson Assocs.*, 965 F.2d 160, 169 (7th Cir. 1992))

(defining a party in interest as “anyone who has a legally protected interest that could be affected by a bankruptcy proceeding”).

35. As statutorily qualified leaseholders and recipients of HUD-funded project-based rental assistance, the Tenants reside at Kelly Hamilton under indefinite leases that may only be terminated for material noncompliance with leases requirements or state landlord tenant law, certain criminal activity, or “[o]ther good cause” as defined in applicable HUD regulations. 24 C.F.R. § 247.3.

36. In an already-heavily-strained local affordable housing market, the Tenants cannot easily move to new subsidized homes, as there are long waiting lists at virtually every such property, nor can they afford market-rate housing.

37. As a result, Ms. Bacon and similarly-situated Tenants have weighty, significant interests in ensuring that the next buyer / operator of the Kelly Hamilton portfolio is a proven, responsible, long-term, preservation-oriented buyer who is dedicated to improving and maintaining the property in compliance with applicable statutory and regulatory requirements and who is capable of obtaining and maintaining HUD approval to own and operate the property under the HAP contract.

38. Ms. Bacon and similarly-situated Tenants of the Kelly Hamilton portfolio satisfy the class certification requirements of Federal Rule of Civil Procedure 23, applicable to these proceedings via Federal Rules of Bankruptcy Procedure 9014(c) and 7023. This Honorable Court should exercise its discretion to allow the within Objection to proceed as a class Objection on behalf of a class defined as follows: “All occupants of the Kelly Hamilton properties owned by Debtors Kelly Hamilton Apts LLC and Kelly Hamilton Apts MM LLC who currently reside, or

will reside following approval of the Sale Transaction, at the properties pursuant to a lease agreement subject to the HAP contract attached to the properties.”

- (a) The class is so numerous that joinder of all members is impractical.
F.R.C.P. 23(a)(1). The Kelly Hamilton portfolio consists of 110 units of subsidized, multi-family housing. Even at less than 100% occupancy of the units, well over 100 tenants reside at the properties under Debtors’ ownership and management by Lynd.
- (b) Common questions of law and fact between Ms. Bacon, as class representative, and the members of the class she seeks to represent predominate over any individual claims or questions affecting only individual class members. F.R.C.P. 23(a)(2). The Objection to the Confirmation and Sale Transaction rests upon Lynd’s ongoing failure to maintain the portfolio in compliance with the law, the terms of the HAP contract, and HUD regulations, which effects all class members.
- (c) Ms. Bacon’s Objection to the Confirmation and Sale Transaction is typical of the objections of other class members because, based on her conversations with her neighbors in the portfolio and knowledge of current management practices, Lynd’s shortcomings have affected the habitability of most of the portfolio and have created health, safety, and administrative problems for all class members. F.R.C.P. 23(a)(3).
- (d) Ms. Bacon will fairly and adequately protect the interests of the class. F.R.C.P. 23(a)(4). She has no interests antagonistic to those of the class. Class counsel, the Community Justice Project, has extensive experience in

housing and class action litigation and will adequately and zealously prosecute this action, and Ms. Bacon, through class counsel, has sufficient financial resources to assure the interests of the class will not be harmed.

- (e) Debtors and current management agent Lynd have acted or refused to act on grounds generally applicable to the class, such that the requested relief is appropriate respecting the class as a whole. F.R.C.P. 23(b)(2).

39. According, Ms. Bacon respectfully requests this Honorable Court allow the within Objection to proceed as a class objection on behalf of herself and similarly-situated Tenants.

OBJECTION

40. All previous paragraphs are incorporated as if fully set forth within.

41. The Joint Plan and Sale Transaction are not feasible means, pursuant to 11 U.S.C. § 1129(a)(11), to continue the business of the Kelly Hamilton Debtors, which requires preserving the HAP contract, stabilizing the portfolio, and returning the properties to decent, safe, sanitary, and habitable condition. The Joint Plan and Sale Transaction do not assure that the DIP Lender has the necessary financing, experience, and regulatory approval to continue operating the portfolio as affordable, subsidized housing, to the benefit of the current Tenants.

42. The Joint Plan mandates that “[n]either the Kelly Hamilton Purchaser nor any of its Affiliates shall be deemed to be a successor to the Debtors.” (ECF 338-1 at 25.) This provision flies in the face of the reality that the Stalking Horse Bidder will act, in all respects, as successor to the Kelly Hamilton Debtors for the purposes of assuming the HAP contract and managing the portfolio.

43. A debtor must prove the feasibility of a Chapter 11 reorganization plan by a preponderance of the evidence. 11 U.S.C. § 1129(a)(11) (a plan may only be confirmed if

“[c]onfirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.”).

44. At the very minimum, “[t]o ensure that all residents live in safe, habitable dwellings, the items and components located inside the building, outside the building, and within the units of HUD housing must be functionally adequate, operable, and free of health and safety hazards.” 24 C.F.R. § 5.703(a). Ms. Bacon’s home, and the homes of similarly-situated tenants, have failed to meet this baseline for many months.

45. Based on her experiences under current management, Ms. Bacon has serious doubts whether the Stalking Horse Bidder will adequately protect and prioritize resident health and safety when managing the portfolio. Moreover, the abbreviated timeframe and significant, super-priority debt attached to the portfolio through the DIP Facility prevented other potential buyers from making fair market value bids for the portfolio following due diligence, including the local governmental and nongovernmental stakeholders with whom Ms. Bacon and her counsel have been working for this purpose.

46. While the DIP Facility totaled \$9.7 million, only a small portion was actually allocated to capital expenditures to stabilize the properties, with the bulk of the funding actually spent was directed toward repaying debt spent to cover bills at properties other than Kelly Hamilton and for various professional fees. (ECF 178 at 72.)

47. Ms. Bacon and her neighbors continue to live in deplorable conditions almost a year and a half after Lynd did its due diligence and signed its contract to manage the properties. In that time, the conditions of Ms. Bacon’s unit have worsened, and she has had little success

obtaining maintenance or communicating with the management office regarding income recertifications, utility checks, and work orders.

48. Based on the conditions of her unit, her observations of her neighbors' units, the pending code violation citations against the property, and the 2022 sale price of the portfolio, Ms. Bacon does not believe the Kelly Hamilton portfolio could currently be valued anywhere near \$9.7 million of the DIP Facility, and is likely valued at far less.

49. Nevertheless, any competing bid for the portfolio would have had to exceed the value of the funds drawn from the DIP Facility, combined with a Bid Protection fee of \$250,000 and other fees. (ECF 338-1 at 19; ECF 360 at 38.)

50. Upon information and belief, this significant price tag, in light of the necessary investment to return the portfolio to decent, safe, sanitary, and habitable condition, along with the abbreviated timeframe for the sale set forth the Joint Plan, prevented any competing bids from being entered in the auction.

51. Debtors have produced no evidence of the fair market value of the portfolio or the future earning power of the business should the sale and assignment of the HAP contract be approved. As a result, there is no evidence of record that the Stalking Horse Bidder can remedy the defaults in the HAP contract to HUD's satisfaction in a timely manner while also funding the operating expenses and rehabilitation of the portfolio.

52. To the contrary, Lynd's failure to maintain the portfolio in compliance with HUD regulations since March of 2024 demonstrates that it has been and may be unsuited to the task of stabilizing and rehabilitating the properties.

53. Kelly Hamilton Apts LLC and Kelly Hamilton Apts MM LLC exist for the sole business purpose of operating the Kelly Hamilton portfolio as HUD-subsidized housing pursuant

to the HAP contract. The Stalking Horse Bidder, as proposed successor to the Kelly Hamilton Debtors, has not demonstrated that it will be able to successfully assume that contract and fulfill its obligations thereunder to the benefit of the tenants.

54. Accordingly, the Joint Chapter 11 Plan and Sale Transaction should be rejected, as they do not feasibly assure that the HAP contract will continue unabated.

55. In the alternative, if confirmation of the plan is not denied, Ms. Bacon respectfully requests this Honorable Court continue the confirmation hearing to December 10, 2025, and grant 90 days, until December 3, 2025, to allow local stakeholders to develop and submit a competing plan.

WHEREFORE, Ms. Bacon, on behalf of herself and those similarly-situated, respectfully requests this Honorable Court grant the relief requested in this motion and such other and further relief as the Court deems appropriate under the circumstances.

Date: August 26, 2025

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⁴ *Pro Hac Vice* admission pending.

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Exhibit A

Project Name: Kelly Hamilton
Project Location: Pittsburgh, Pennsylvania
HAP Contract No. PA28E000002

**ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT OF SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT (herein called the "Agreement") is made this 23 day of Feb, 2023, by the United States of America, acting through the **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT** (herein called "HUD"), **PENNSYLVANIA HOUSING FINANCE AGENCY** (herein called the "Contract Administrator"), **NANCY D. WASHINGTON IRREVOCABLE TRUST, DATED DECEMBER 28, 2020**, (herein called the "Seller"), and **KELLY HAMILTON APTS LLC**, a Delaware limited liability company (herein called the "Buyer").

WHEREAS, HUD and Allegheny Housing Rehabilitation Corporation, a prior owner, pursuant to Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437f, entered into a Section 8 Housing Assistance Payments Contract (herein called the "HAP Contract") identified as HAP Contract Number PA28E000002 for units in Kelly Hamilton (herein called the "Property"), a copy of which is attached hereto as "Exhibit A". Said HAP Contract was assigned to and assumed by the Seller by an assignment of HAP Contract, executed by Nancy D. Washington, the prior owner, and the Seller and approved by HUD, dated on or about June 5, 2021;

WHEREAS, the Seller and an affiliate of the Buyer have entered into a Purchase Agreement, dated as of March 22, 2022, as amended and assigned to the Buyer, wherein the Seller agrees to sell the Property and the Buyer agrees to purchase the Property, including, without limitation, the improvements situated thereon, and has agreed to accept the assignment of and assume all obligations under the HAP Contract;

WHEREAS, the Buyer has submitted to the Secretary of HUD (herein called the "Secretary") an application and documents in support thereof (herein collectively referred to as the "Application") requesting the Secretary's approval of the proposed assignment of the HAP Contract to the Buyer as set forth in the aforesaid Purchase Agreement; and

WHEREAS, the Seller and the Buyer mutually desire to assign the HAP Contract; and it is necessary to and the Contract Administrator and the Buyer mutually desire to amend the HAP Contract to allow for physical inspections in accordance with 24 CFR Part 5 Subpart G and 24 CFR Part 200, Subpart P, and to require financial reporting in accordance with 24 CFR Part 5 Subpart H;

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) in hand paid and other good consideration, the receipt of which is hereby acknowledged, and in order to comply with the requirements of the Secretary, the United States Housing Act of 1937, and the regulations adopted pursuant thereto, the parties hereto agree as follows:

1. The Seller hereby irrevocably assigns HAP Contract to the Buyer together with all rights and obligations in and under said contract.

Project Name: Kelly Hamilton
Project Location: Pittsburgh, Pennsylvania
HAP Contract No. PA28E000002

2. Effective as of the date of this Agreement the Buyer agrees to assume and to be bound by said HAP Contract as modified herein.
3. Effective as of the date of this Agreement, the Seller is released from any future obligations under the HAP Contract, excepting that the Seller shall remain responsible for filing the AFS through the day before this Agreement if said HAP Contract includes an AFS filing requirement. Nothing in this Agreement shall waive, compromise, impair, or prejudice any right HUD may have against the Seller for any violation of the HAP Contract that may have occurred prior to the date of this Agreement.
4. Part II of the HAP Contract shall be amended as follows to include the following provisions:

Physical Condition Standards and Inspection Requirements. The Owner shall comply with the Physical Condition Standards and Inspection Requirements of 24 CFR Part 5, Subpart G, including any changes in the regulation and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP contract and during each successive renewal term.

Financial Reporting Standards. The Owner shall comply with the Uniform Financial Reporting Standards of 24 CFR Part 5, Subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP contract and for each successive renewal term.

5. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and to the extent inconsistent with the laws of the Commonwealth of Pennsylvania, the laws of the United States of America. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
7. The Secretary, by the signature of her authorized representative below, consents to assignment made hereby. Said consent shall be void *ab initio* if the Secretary determines that Buyer, or any principal or interested party of the Buyer, is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

Project Name: Kelly Hamilton
Project Location: Pittsburgh, Pennsylvania
HAP Contract No. PA28E000002

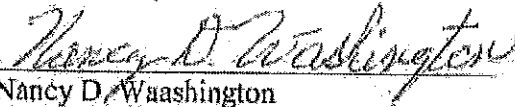
NOTHING in this Agreement shall in anyway impair the HAP Contract or alter, waive, annul, vary, or affect any provision, condition, or covenant therein, except as herein specifically provided, or affect or impair any rights, powers, or remedies under the HAP Contract, it being the intent of the parties hereto that the terms and conditions of the HAP Contract shall continue in full force and effect except as amended hereby.

[SIGNATURE PAGES FOLLOW]

Project Name: Kelly Hamilton
Project Location: Pittsburgh, Pennsylvania
HAP Contract No. PA28E000002

SELLER

NANCY D. WASHINGTON IRREVOCABLE TRUST,
dated December 28, 2020

By: 
Nancy D. Washington

By: 
Lara Washington, Trustee

[SIGNATURES CONTINUE ON NEXT PAGE]

Project Name: Kelly Hamilton
Project Location: Pittsburgh, Pennsylvania
HAP Contract No. PA28E000002

BUYER

KELLY HAMILTON APTS LLC,
a Delaware limited liability company

By: Kelly Hamilton Apts MM LLC,
a Delaware limited liability company,
its managing member

By: _____
Project's Sole Managing Member

[SIGNATURES CONTINUE ON NEXT PAGE]

Project Name: Kelly Hamilton
Project Location: Pittsburgh, Pennsylvania
HAP Contract No. PA28E000002

CONTRACT ADMINISTRATOR

Name of Contract Administrator (print):

PENNSYLVANIA HOUSING FINANCE AGENCY

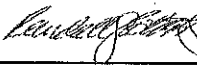
By Carl R Dudeck Jr
Signature of authorized representative (print)
Carl Dudeck Jr.
Director of Housing Management

Name and title (print)

[SIGNATURES CONTINUE ON NEXT PAGE]

Project Name: Kelly Hamilton
Project Location: Pittsburgh, Pennsylvania
HAP Contract No. PA28E000002

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By  **RANDALL
SCHEETZ**

Digitally signed by RANDALL SCHEETZ
DN: cn = RANDALL SCHEETZ, o = U.
S. Government, ou = Department of Housing
and Urban Development, Office of Administration
Date: 2025.01.26 10:51:53 -0500

Signature of authorized representative

RANDALL J SCHEETZ - BRANCH CHIEF
Name and title (print)

Project Name: Kelly Hamilton
Project Location: Pittsburgh, Pennsylvania
HAP Contract No. PA28E000002

EXHIBIT A

HAP CONTRACT
<Attached>

DUNS # 966838059

Attachment 11-2

U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8
HOUSING ASSISTANCE PAYMENTS
BASIC RENEWAL CONTRACT
MULTI-YEAR TERM

OMB Control #2602-0557

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured.

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract.

(HUD-9837)

1

Basic Renewal Contract
Multi Year Term
REV 11-05-2007

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U.S. Department of Housing and Urban Development
Office of Management

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

MULTI-YEAR TERM

I. CONTRACT INFORMATION

PROJECT

Section 8 Project Number RA28E000002

Section 8 Project Number of Expiring Contract RA28E000002

PIA Project Number (if applicable) N/A

Project Name Kelly Education

Project Description

2017 Kelly School

11020000

152000

TYPE OF RENEWAL

☐ Check this box for a project renewed under Section 520(b) of MAPRA (not including a Multi-Year-Term renewal)

☒ Check this box for a project renewed at exception units under Section 520(b)(1) of MAPRA.

PROJECT

Basic Renewal Contract
Multi-Year Term
N/A

Machine

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator
Pennsylvania Housing Finance Agency

Address of Contract Administrator
211 North Fifth Street, P.O. Box 8029
Harrisburg, PA 17105

Name of Owner
Allegheny Housing Rehabilitation Corporation

Address of Owner
6604 Baumt Boulevard

Pittsburgh
PA 15206 3702

2 TERM AND FUNDING OF RENEWAL CONTRACT

- i. The Renewal Contract begins on 04/01/2017 and shall run on a period of 20 Years.
- ii. Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 902200 or an amount sufficient to provide housing assistance payments for approximately 12 months of the first annual increment of the Renewal Contract term.

10/1/2017

State Housing Bureau
Multi-Year Term
12/1/2017

Attachment 11

- HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term in which it will be applied.

1. DEFINITIONS.

ACIE. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Contract units. The units in the Project which are identified in Exhibit A by unit and applicable contract rents.

Fifth year anniversary. The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

Fifth year comparability adjustment. An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development (HUD) requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No 105-65, October 27, 1997, 111 Stat 1384), as amended.

Mid-term comparability adjustment. An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term in addition to the comparability analysis and adjustment at

the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.).

Project. The housing described in section 1 of the Renewal Contract. Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C.1437f).

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing

assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT - PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
 - (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;

- (3) Contract rent adjustments; and
 - (4) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):
 - (i) Using an OCAF; or
 - (ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.

- (b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).

(2) Comparability adjustments

- (a) **Applicability.** This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).
- (b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable).**
 - (i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).
 - (ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
 - (iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

(d) Adjusting contract rent

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(3) Procedure for rent adjustments during renewal term

- (a)** To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.
- (b)** The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.
- (c)** Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a** The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b** The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a** Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b** If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of

section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

- a** This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

Attachment 11-2

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator (Print)

Pennsylvania Housing Finance Agency

By:

Carl Dudeck Jr.
Signature of authorized representative

Director of Housing Management

Name and official title (Print)

Date: 3-30-2017

U. S. Department of Housing and Urban Development

By:

Randall J. Scheetz
Signature of authorized representative

Randall J. Scheetz

Chief Account Executive Branch

Name and Official title

Date:

3/30/2017

Owner

Name of Owner (Print)

Allegheny Housing Rehabilitation Corporation

By:

Mark M. Myers, CFA
Signature of authorized representative

MARK M. MYERS, CFA, V.P. of Finance

Name and title (Print)

Date: 03-30-17

UNITED STATES

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

Section # Contract Number: PA28E000002

FMA Project Number (if applicable): N/A

Effective Date of Rent Increase (if applicable): 04/01/2017

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
1	1BR	615	142	757
6	2BR	770	140	910
51	3BR	799	172	971
30	3BR	1,040	184	1,224
1	3BR	1,019	139	1,158
13	4BR	1,093	233	1,326
8	5BR	1,040	273	1,313

NOTE:

This Exhibit will be amended by Contract Administrator notices to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments

PA28E-000002

13

Basic Renewal Contract
Multi Year Term
REV 1/05/2007

Attachment 11

EXHIBIT B DISTRIBUTIONS LIMITATION

FOR PROJECT NOT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is not subject to any limitation on distributions of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the FHA may impose any additional limitation on distributions of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is subject to any limitation on distributions of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitation on distributions shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 80 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

1. The limited distribution permitted pursuant to the FHA Regulatory Agreement or the Expiring Contract, plus

2. Any increased distribution as approved by HUD in accordance with the Guidebook.

Attachment 11-

INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT

The following instructions are not part of the Renewal Contract.

Endnote numbers are keyed in references in the text of the Renewal Contract.

This form of Renewal Contract is to be used for initial and subsequent renewals of an existing Section 8 project-based HAP contract under the authority of Section 524(a) or 524(b)(1) of MAHRA for a term of two years or more. Attachment 1-1 is to be used for renewals under the authority of Section 524(a) or 524(b)(1) of MAHRA for a renewal term of one year.

This form may not be used for Mark-Up-To-Market Renewals. The HUD prescriptive form of Mark-Up-To-Market Renewal Contract must be used for this purpose.

Section 3 of the Renewal Contract specifies the contract term.

To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the Project by providing the Project's name, street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

If necessary, attach an exhibit with a site plan, legal description or other descriptive information. Enter a reference to the attached exhibit.

Enter the name of the Contract Administrator that executes the Renewal Contract. If HUD is the Contract Administrator, enter "United States of America - Department of Housing and Urban Development (HUD)". If the Contract Administrator is a public housing agency ("PHA"), enter the full legal name of the PHA.

Enter the full legal name of the Owner. For example: "ABC Corporation, Inc., a Maryland corporation."

• Enter a whole number of months.

Exhibit A Page 29 of 65
 SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM
 DISPOSABLE INCOME PREVIOUSLY HUD-OWNED PROJECTS

PART I OF THE
 HOUSING ASSISTANCE PAYMENTS CONTRACT

Type of Project: Private-Owner X or FHA-Owner _____
 Partially Assisted Project _____ or Totally Assisted Project _____
 Substantial Rehabilitation _____ or Moderate Rehabilitation _____ or Neither _____

Type of Financing: All Cash; Not HUD-insured

[For example: HUD-insured; GNMVA tandem; purchase money mortgage;
 not HUD-insured.]

CC/HAP CONTRACT LIST NUMBER AND DATE: P-82-669; 10/1/82

SECTION 8 PROJECT NUMBER: PA28-E000-002

Former

HA PROJECT NUMBERS(if applicable): 033-44021; 033-55013

This Housing Assistance Payments Contract (Contract) is entered into between the United States of America acting through the Department of Housing and Urban Development (HUD) and Allegheny Housing Rehabilitation Corporation

(Owner) pursuant to the U.S. Housing Act of 1937 (Act), 42 U.S.C. 1437, et seq., and the Department of Housing and Urban Development Act, 42 U.S.C. 3531, et seq. The purpose of this Contract is to provide housing assistance payments on behalf of Eligible Families leasing decent, safe and sanitary units from the Owner.

1.1 SIGNIFICANT DATES AND OTHER ITEMS: CONTENTS AND SCOPE OF CONTRACT.

(a) Effective Date of Contract: (Staged Project) _____, 19____.

(b) Fiscal Year. The ending date of each Fiscal Year shall be December 31

_____. [Insert March 31, June 30, September 30, or December 31, as approved by HUD.] The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year which is not less than 12 months after the effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual housing assistance payment in section 1.1(c) will be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

(c) Maximum Annual Contract Commitment. The maximum annual amount of the commitment for housing assistance payments under this Contract (see section 2.3) is the amount of contract authority identified in Exhibit 3.

(d) Project Description.

The project consists of 115 scattered-site units contained in 29 buildings (mainly row or walk up types) located in the 12th and 13 Wards of the City of Pittsburgh, Allegheny County, Pa. The project name is Kelly Hamilton/Homewood Properties.

Exhibit A Page 30 of 65

(e) Statement of Services, Maintenance and Utilities Provided by the Owner.(1) Services and Maintenance:

Owner to provide maintenance to buildings equipment and grounds according to HUD Section 8 Housing Quality Standards and local codes.

(2) Equipment:

Owner to provide ranges and refrigerators, screens, exhaust fans in kitchen and bath (where required), and other amenities as required by 24 CFR Section 886.307 Housing Quality Standards and local codes.

(3) Utilities:

Owner to provide electricity, gas, water, sewerage.

(4) Other:

Owner to provide pest and rodent control where needed, and see that furnaces and water heaters are in proper working order and properly vented.

(f) Contents of Contract. This Contract consists of Part I, Part II (except as indicated in section 1.4), and the following exhibits:

Exhibit 1: The schedule showing the number of units by size (Contract Units) and their applicable rents (Contract Rents).

~~Exhibit 2: Daily Debt Service (See substantial rehabilitation projects only). (If the project is not presently financed when the Contract is executed, this exhibit should be added when the necessary information becomes available.)~~

Exhibit 3: The schedule showing contract and budget authority.

Exhibit 4: The Affirmative Fair Housing Marketing Plan, if applicable.

Exhibit 5: The approved Purchase and Use Plan including a project description and the tenant selection factors. Exhibit 5 may incorporate these items by reference, specify the location of the items, and list them, including any amendments.

Exhibit 6: HUD standards for decent, safe and sanitary housing.

Additional exhibits: [Specify additional exhibits, if any, such as Special Conditions for Acceptance. If none, insert "None."]

Exhibit 1A: Schedule of Contract Units and Contract Rents (Stage I, II, III)

(g) Scope of Contract. This Contract, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and HUD with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Contract, any applicable regulations, and agreements entered into in writing by the parties which are not inconsistent with this Contract.

1.2 TERM OF CONTRACT: OBLIGATION TO OPERATE PROJECT FOR FULL TERM.

(a) Term of Contract. The term of this Contract for any unit shall be ¹⁵ years, beginning with the effective date of this Contract for such unit. [Insert number approved by HUD in accordance with the HUD regulations.] If the project is completed in stages, the term shall be separately related to the units in each stage. However, the

total Contract term for all units, shall not exceed the effective date of the Contract for the first stage, shall not exceed the Contract term for any unit, plus two years.

- (b) Obligation to Operate Project for Full Term. The Owner agrees to continue operation of the project in accordance with this Contract for the full term specified in paragraph (a).

3. HLI ASSURANCE.

The execution of this Contract by HUD is an assurance by HUD to the Owner that:

- (a) The faith of the United States is solemnly pledged to the payment of housing assistance payments pursuant to this Contract, and
- (b) HUD has obligated funds for these payments.

1.4	<u>APPLICABILITY OF CERTAIN PROVISIONS OF THIS CONTRACT.</u>	Applic.	Not Applic.
1	1.4.1		
2	1.4.2		
3	1.4.3		
4	1.4.4		
5	1.4.5		
6	1.4.6		
7	1.4.7		
8	1.4.8		
9	1.4.9		
10	1.4.10		
11	1.4.11		
12	1.4.12		
13	1.4.13		
14	1.4.14		
15	1.4.15		
16	1.4.16		
17	1.4.17		
18	1.4.18		
19	1.4.19		
20	1.4.20		
21	1.4.21		
22	1.4.22		
23	1.4.23		
24	1.4.24		
25	1.4.25		
26	1.4.26		
27	1.4.27		
28	1.4.28		
29	1.4.29		
30	1.4.30		
31	1.4.31		
32	1.4.32		
33	1.4.33		
34	1.4.34		
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36	1.4.36		
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38	1.4.38		
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41	1.4.41		
42	1.4.42		
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49	1.4.49		
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63	1.4.63		
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67	1.4.67		
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69	1.4.69		
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78	1.4.78		
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89	1.4.89		
90	1.4.90		
91	1.4.91		
92	1.4.92		
93	1.4.93		
94	1.4.94		
95	1.4.95		
96	1.4.96		
97	1.4.97		
98	1.4.98		
99	1.4.99		
100	1.4.100		

- (a) 2.4(1). Payments to Trustee by FIA as Lender.
Applicability: Not applicable.

- (b) (1) 2.7(f). Adjustment of Contract Rents Based on Cost Certification. Applicability: Applicable. If the Contract Rents are adjusted under section 2.4 of the Agreement, section 2.7(f) should be changed to "not applicable" when the Contract is executed.

- (2) 2.7(g). Adjustment of Contract Rents to Reflect Actual Cost of Tax Exempt Financing Not Subject to Part 811 or Paragraph (f). Applicability: Not applicable.

- (3) 2.7(h). Adjustment of Contract Rents:
Part 811. Applicability: Not applicable.

- (c) 2.13. Training, Employment and Contracting Opportunities. Applicability: All projects for which the total initial Contract Rents over the term of the Contract exceed \$500,000.

- (d) 2.14. Flood Insurance.
Applicability: All projects in special
flood hazard areas.

- (c) 2.13. Clean Air and Federal Water Pollution Control Acts.
Applicability: All projects for which the total Initial Contract Rents over the term of the Contract exceed \$100,000.

1.5 OWNER'S FAILURE TO COMPLY WITH CONTRACT.

In addition to other remedies available to HUD under this Contract, the Agreement to Enter into Housing Assistance Payments Contract, or the Regulatory Agreement for a default by the Owner, the Owner and HUD agree that if the Owner fails to comply with the requirements of this Contract, HUD may rescind the sale of the project or take other appropriate action, in accordance with section 2.21.

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

OWNER _____

By _____

*

(Official Title)

Date _____, 19____

United States of America
Secretary of Housing and
Urban Development

By _____

*

(Official Title)

Date _____, 19____

* Type name of signatory under signature line.

[If the project is to be completed and accepted in stages, execution of the Contract with respect to the several stages appears on the following pages of this Contract.]

Exhibit A Page 33 of 65
 EXECUTION OF CONTRACT WITH RESPECT TO
 CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

Stage 1

This Contract is hereby executed with respect to the units described in Exhibit 1a.

EFFECTIVE DATE: The effective date of this Contract with respect to the units described in Exhibit 1a is December 29, 1982, 1982.

United States of America
 Secretary of Housing and
 Urban Development

By [Signature]
Deputy Area Manager
 (Official Title)

Date JUL 27 1983, 1983

OWNER Allegheny Housing Rehabilitation Corporation

By [Signature]
Vice President
 (Official Title)

Date 7 - 27, 1983

**EXECUTION OF CONTRACT WITH RESPECT TO
 CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES**

Stage 2

This Contract is hereby executed with respect to the units described in Exhibit 1b.

EFFECTIVE DATE: The effective date of this Contract with respect to the units described in Exhibit 1b is February 1, 1983.

United States of America
 Secretary of Housing and
 Urban Development

By [Signature]
Deputy Area Manager
 (Official Title)

Date JUL 27 1983, 1983

OWNER Allegheny Housing Rehabilitation Corporation

By [Signature]
Vice President
 (Official Title)

Date 7 - 27, 1983

**EXECUTION OF CONTRACT WITH RESPECT TO
 CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES**

Stage 3

This Contract is hereby executed with respect to the units described in Exhibit 1c.

EFFECTIVE DATE: The effective date of this Contract with respect to the units described in Exhibit 1c is March 1, 1983.

United States of America
 Secretary of Housing and
 Urban Development

By [Signature]
Deputy Area Manager
 (Official Title)

Date JUL 27 1983, 1983

OWNER Allegheny Housing Rehabilitation Corporation

By [Signature]
Vice President
 (Official Title)

Date 7 - 27, 1983

EXHIBIT 1

SCHEDULE OF CONTRACT UNITS AND CONTRACT RENTS

	Number of Bedrooms	Number of Units	Household Type (elderly, non- elderly family, large nonelderly family)	Contract Rent
Page I:	1 BR	1	Non-Elderly Family	312
	2 BR	9	" " "	368
	3 BR	15	" " "	426
	4 BR	3	" " "	484
	5 BR	1	" " "	484
Page II:	2 BR	9	" " "	368
	3 BR	11	" " "	426
	4 BR	3	" " "	484
	5 BR	5	" " "	484
Page III:	2 BR	23	" " "	368
	3 BR	5	" " "	426
	4 BR	5	" " "	484

1/ This Exhibit must be completed and attached to the Contract at the time the Agreement is executed. It may, however, be amended in accordance with program rules before the Contract is executed. When Contract Rents are amended (e.g. at the time of an annual adjustment) this format should be used.

2/ If less than 100 percent of the units in the project are covered by this Contract, identify specific units to be leased at initial rent-up to eligible families. See section 1.8(a)(6).

EXHIBIT 1-A

HOUSING ASSISTANCE PAYMENTS CONTRACT

Project Name: Kelly Hamilton/Homewood

Project No: PA28-E000-002

Kelly Hamilton #033-55013 (former)
Homewood #033-44021 (former)

Insured No: N/A

Stage: 1

Effective Date: December 29, 1983

<u>No. of Units (in this stage)</u>	<u>Contract Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>	<u>Gross Rents times No. of units</u>
1 - 1 BR	312	0	312	312
9 - 2 BR	368	0	368	3312
15 - 3 BR	426	0	426	6390
3 - 4 BR	484	0	484	1452
1 - 5 BR	484	0	484	484
Maximum Annual Contributions for this stage:				<u>11950</u>

Gross Rent 11,950 x 12 = 143,400

SEE ATTACHED SHEET FOR ADDRESSES

EXHIBIT 1-A

EXHIBIT 1-A

UNITS THAT ARE ELIGIBLE FOR SECTION 8 H.A.P.

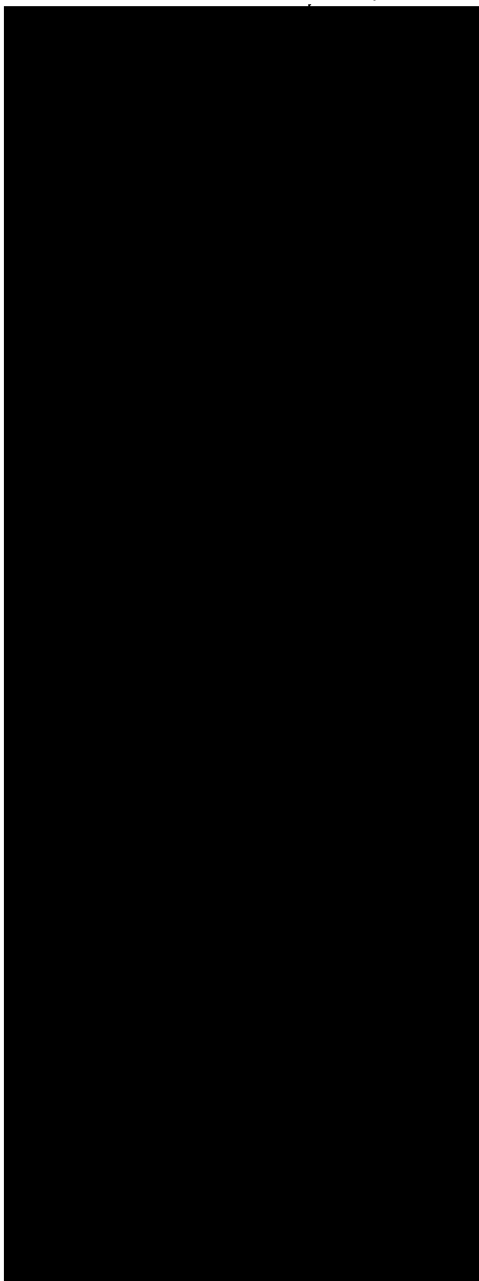


EXHIBIT 1-A

EXHIBIT 2

DAILY DEBT SERVICE

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Daily Debt Service</u>
0	_____	\$ _____
1	_____	\$ _____
2	_____	\$ _____
3	_____	\$ _____
4	_____	\$ _____
5	_____	\$ _____

This information is used for computing assistance payments for vacant units
under section 2.4(e).

This Exhibit shows the initial and subsequent accounts contract and budget authority obligated for project number: PA28-E000-002. (The Housing Division shall furnish the Legal Division with the information necessary to complete this Exhibit, with appropriate supporting documentation including an ACC HAP Contract List.)

	<u>Contract Authority</u>	<u>Budget Authority</u>
As of the Effective Date of Agreement:	<u>\$567,720</u>	<u>\$8,515,800</u>

Effective Date of Agreement Amendment: _____
 Show Increase or Decrease _____
 Revised Total _____

Effective Date of Agreement Amendment: _____
 Show Increase or Decrease _____
 Revised Total _____

As of the Effective Date of Contract

Effective Date of Contract Amendment: (Stage I)
 Show Increase or Decrease
 Revised Total

<u>Contract Authority</u>	<u>Budget Authority</u>
<u>\$143,400 (Stage I)</u>	<u>\$2,151,000 (Stage I)</u>

Effective Date of Contract Amendment: (Stage II)
 Show Increase or Decrease
 Revised Total

<u>\$142,440 (Stage II)</u>	<u>\$2,136,600 (Stage II)</u>
<u>285,840 (Stage I & II)</u>	<u>4,287,600 (Stages I & II)</u>

Effective Date of Contract Increase (Stage III)
 Revised Total

<u>\$156,168 (Stage III)</u>	<u>\$2,342,520 (Stage III)</u>
<u>442,008 (Stages I, II & III)</u>	<u>6,630,120 (Stages I, II & III)</u>

HUD-52654

(5/75)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Section 8 Housing Assistance Payments Program
New Construction

OWNER'S CERTIFICATION OF COMPLETION
APPLICABLE TO EACH STAGE REQUESTED

Project Kelly Hamilton
Homewood Properties

PROJECT NUMBER

PA 28-E000-002

OWNER

Stage TWO

I, M. A. Washington, President, AHRCO, Owner of the subject project, having entered into an Agreement to Enter Into Housing Assistance Payments Contract (Agreement) dated February 1, 1983, do hereby certify that:

- (1) The project has been completed in accordance with the requirements of the Agreement;
- (2) The project is in good and tenable condition;
- (3) There are no defects or deficiencies in the project except for punchlist items or incomplete work awaiting seasonal opportunity (all such items are listed in attachment 1);
- (4) There has been no change in the evidence of management capability or in the proposed management program (if one was required) specified in the Final Proposal for the subject project, other than changes approved in writing by HUD in accordance with the Agreement; and
- (5) I have complied with the provisions of the Agreement relating to the payment of not less than prevailing wage rates and that to the best of my knowledge and belief there are no claims of underpayment in alleged violation of said provisions of the Agreement. In the event there are any such pending claims to my knowledge or to the knowledge of HUD or the PHA (if applicable), I shall place a sufficient amount in escrow, as determined by HUD, to assure such payments.
- (6) A certificate of occupancy and/or other official approvals necessary for occupancy is hereby provided.
- (7) The project has been repaired in accordance with applicable state and local codes, zoning, building, housing and other codes, ordinances or regulations as modified by waivers obtained from appropriate officials.
- (8) The undersigned certifies that the properties listed as acceptable in this stage have had applicable surfaces treated or covered as required; HUD LEAD BASED PAINT (24 CFR part 35)

This Certification is supported by the warranty in paragraph 1.2 of the Housing Assistance Payments Contract.

Signed M. A. Washington

WARNING: Title 18 U.S.C. 1001, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry, in any matter in the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years or both.

1/ Identify attachment. List number and type of units, location of property

HUD-52654 (5/75)

or Relations

cklist for Review of Completion Documents

ject Name: Kelly Homewood
ject Number: 033-55063; 03344021
ation:
ts:
ge II of _____

ack all applicable items and provide all information requested, even if all items are
rovable or incomplete and return to PCR within 2 days after receipt of this checklist

- ☒ All Labor Relations requirements have been met and the HAP Contract
may be executed.
- ☐ A Labor Violation exists which must be cleared by establishment of an
escrow by at least the final stage of completion.
- ☐ A Labor Violation exists which must be cleared by establishment of an
escrow by at least the final Insured Loan Closing.
- ☐ The HAP Contract may be executed without conditions.
- ☐ The HAP Contract must include the conditions attached hereto.

Comments:

Examination of payroll sheets indicates the owner
is in compliance with the Davis Bacon Act
relative to prevailing wages

Michael G. Genta
Labor Relations Specialist
REACTY

March 1983
Date

EXHIBIT 1-A

KELLY/HOMEWOOD - STAGE II

THE FOLLOWING UNITS ARE ELIGIBLE FOR SECTION 8 H.A.P.

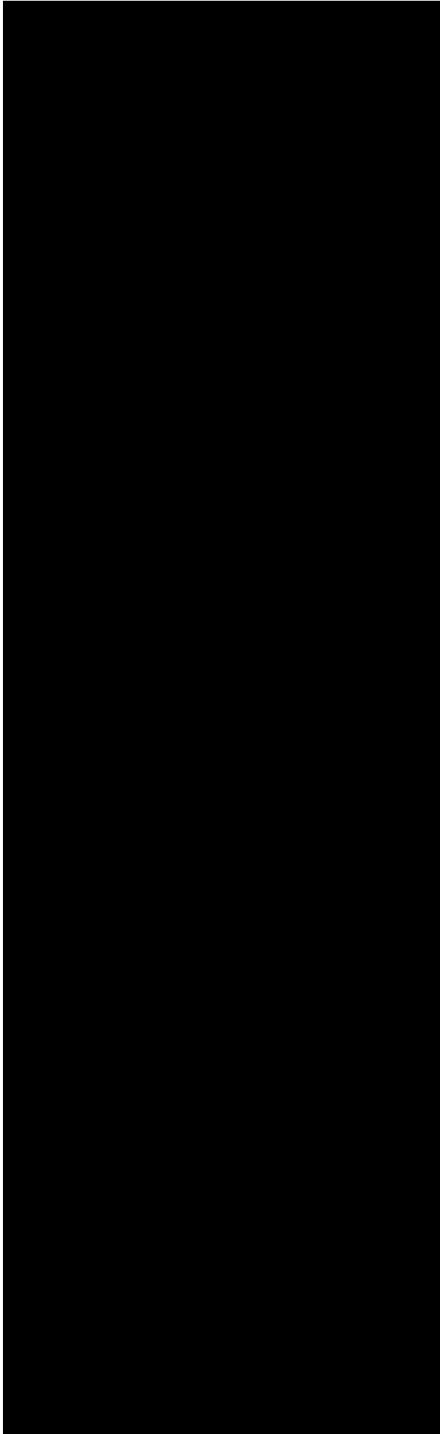


EXHIBIT 1-A

HUD-52534 (5/73)	U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Section 8 Housing Assistance Payments Program New Construction
OWNER'S CERTIFICATION OF COMPLETION APPLICABLE TO EACH STAGE REQUESTED	
Project <u>Kelly Hamilton/ Homewood Properties</u> PROJECT NUMBER <u>PA 28-E000-002</u> OWNER Stage <u>THREE</u>	
I, <u>M. A. Washington, President, AHRCO</u> , Owner of the subject project, having entered into an Agreement to Enter into Housing Assistance Payments Contract (Agreement) dated <u>March 1, 1983</u> , do hereby certify that:	
<ol style="list-style-type: none">(1) The project has been completed in accordance with the requirements of the Agreement;(2) The project is in good and tenable condition;(3) There are no defects or deficiencies in the project except for punchlist items or incomplete work awaiting seasonal opportunity (all such items are listed in attachment <u>1/1</u>);(4) There has been no change in the evidence of management capability or in the proposed management program (if one was required) specified in the Final Proposal for the subject project, other than changes approved in writing by HUD in accordance with the Agreement; and(5) I have complied with the provisions of the Agreement relating to the payment of not less than prevailing wage rates and that to the best of my knowledge and belief there are no claims of underpayment in alleged violation of said provisions of the Agreement. In the event there are any such pending claims to my knowledge or to the knowledge of HUD or the PHA (if applicable), I shall place a sufficient amount in escrow, as determined by HUD, to assure such payments.(6) A certificate of occupancy and/or other official approvals necessary for occupancy is hereby provided,(7) The project has been repaired in accordance with applicable state and local codes, zoning, building, housing and other codes, ordinances or regulations as modified by waivers obtained from appropriate officials.(8) The undersigned certifies that the properties listed as acceptable in this stage have had applicable surfaces treated or covered as required: HUD LEAD BASED PAINT (24 CFR part 35)	
This Certification is supported by the warranty in paragraph 1.2 of the Housing Assistance Payments Contract.	
Signed <u>Milt A. Washington</u>	
WARNING: Title 18 U.S.C. 1001, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry, in any matter in the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years or both.	
1/ Identify attachment. List number and type of units, location of property	

HUD-52534 (5/73)

r Relations

list for Review of Completion Documents

ect Name:
ect Number:
ition:

is: III of _____

ck all applicable items and provide all information requested, even if all items are
rovable or incomplete and return to PCR within 2 days after receipt of this checklist

- ☒ All Labor Relations requirements have been met and the HAP Contract may be executed.
- ☒ A Labor Violation exists which must be cleared by establishment of an escrow by at least the final stage of completion.
- ☒ A Labor Violation exists which must be cleared by establishment of an escrow by at least the final Insured Loan Closing.
- ☐ The HAP Contract may be executed without conditions.
- ☐ The HAP Contract must include the conditions attached hereto.

omments:

Examination of payroll sheets indicate
the owner is in compliance with the
Davis Bacon Act relative to prevailing
wage rates

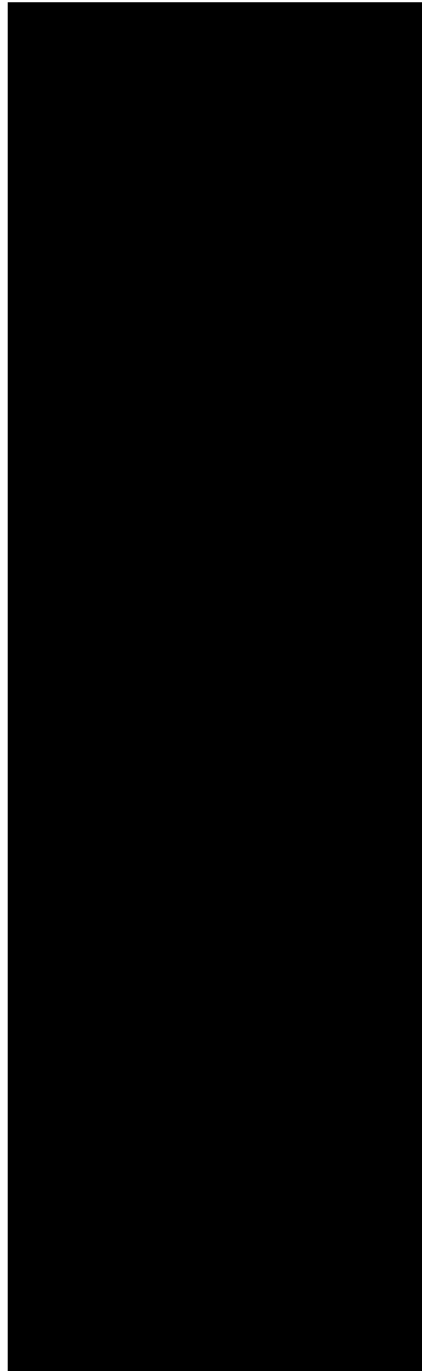
Samuel T. Latta
Labor Relations Specialist

April 1983
Date

EXHIBIT 1-A

KELLY HOMEWOOD - STAGE III

The following housing units are eligible for Section 8 H.A.P.



Bedroom

2

2

2

2

2

2

2

3

3

4

4

4

2

2

2

2

2

2

3

3

3

2

2

2

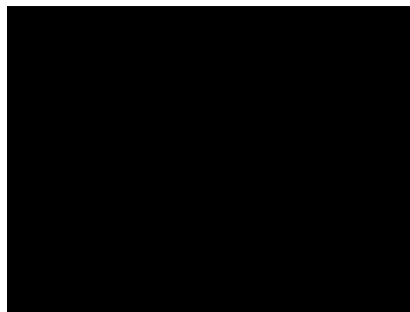
2

2

2

continued on page 2

EXHIBIT 1-A (continued)
Units eligible for Section B



Bedroom

2

2

2

4

4

2

PART II OF THE

HOUSING ASSISTANCE PAYMENTS CONTRACT

By and between Department of Housing and Urban Development (CA) and
Allegheny Housing Rehabilitation Corporation (Owner).

Check Type of Project: Private-Owner/HUD X or PHA-Owner/HUD _____
 (HUD is the Contract Administrator or "CA.")
 or Private-Owner/PHA _____
 (The PHA is the CA)

NEW CONSTRUCTION or SUBSTANTIAL REHABILITATION or PREVIOUSLY HUD-OWNED
 Part 880 _____ Part 881 _____ Part 886, Subpart C Y
 Part 885 _____ Part 885 _____

SECTION 8 PROJECT NUMBER: PA28-E000-0002

Former
 PHA PROJECT NUMBER (if applicable): 033-44021; 033-55013

2.1 OWNER'S WARRANTIES; AMENDMENTS.

- (a) Legal Capacity. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
- (b) Completion of Work. The Owner warrants that the project as described in section 1.1 is in good and tenantable condition and that the project has been completed in accordance with the terms and conditions of the Agreement to Enter into Housing Assistance Payments Contract (Agreement) or will be completed in accordance with the Special Conditions for Acceptance (see attached exhibit, where applicable). The Owner further warrants that it will remedy any defects or omissions covered by this warranty if called to its attention within 12 months of the effective date of this Contract. The Owner and the CA agree that the continuation of this Contract shall be subject to the Owner meeting any Special Conditions for Acceptance.

2.2 FAMILIES TO BE HOUSED; CONTRACT ADMINISTRATOR (CA) ASSISTANCE.

- (a) Families To Be Housed. The Contract Units are to be leased by the Owner to eligible Lower-Income Families (Families) for occupancy by such Families solely as private dwellings and as their principal place of residence. (See also section 2.10.)
- (b) CA Assistance.
- (1) The CA hereby agrees to make housing assistance payments on behalf of Families for the Contract Units, to enable the Families to lease Decent, Safe, and Sanitary housing pursuant to section 8 of the Act.
- (2) If there is a Utility Allowance and if the Allowance exceeds the total Family contribution, the Owner shall pay the Family the amount of the excess. The CA will pay funds to the Owner in trust solely for the purpose of making this payment. Any pledge by the Owner of payments properly payable under this Contract shall not be construed to include payments covered by this paragraph (b)(2). (See 24 CFR section 880.501(a), 881.501(a), or 886.309(a).)

2.3 MAXIMUM HOUSING ASSISTANCE COMMITMENT; PROJECT ACCOUNT.

- (a) Maximum Annual Contract Commitment. Notwithstanding any other provisions of this Contract (other than paragraph (b)(2) of this section) or any provisions of any other contract between the CA and the Owner, the CA shall not be obligated to make and shall not make any housing

assistance payments (or Exhibits A through F) payable pursuant to this Contract for the purpose of authorizing terminations in the case of previously HUD-owned projects under this Contract in excess of the amount identified in section 1.1(c). However, this amount may be reduced commensurately with any reduction in the number of Contract Units or in the Contract Rents or pursuant to any other provisions of this Contract.

(b) Project Account.

- (1) A project account will be established and maintained by HUD, consistent with its responsibilities under section 8(c)(6) of the Act, as a specifically identified and segregated account for the project. The account will be established and maintained, in an amount determined by HUD, out of the amounts by which the Maximum Annual Contract Commitment under section 1.1(c) (for Private-Owner/ HUD or PHA-Owner/HUD Projects) or Maximum ACC Commitment (for Private-Owner/PHA Projects) exceeds the amount actually paid out under the Contract or ACC each fiscal year. Payments will be made from the account for housing assistance payments (and fees for PHA administration) when needed to cover increases in Contract Rents or decreases in tenant rents and for other costs specifically approved by the Secretary.
- (2) If funds are available in the project account, the maximum annual contribution payable for any fiscal year will be increased by the amount, if any, as may be required for housing assistance payments (and fees where the CA is a PHA) to cover increases in Contract Rents or decreases in rents payable by Families and other costs approved by HUD.
- (3) Whenever a HUD-approved estimate of the required annual contribution for a fiscal year exceeds the maximum annual commitment and would cause the amount in the project account to be less than 40 percent of the maximum annual commitment, HUD will, within a reasonable period of time, take such additional steps authorized by section 8(c)(6) of the U.S. Housing Act of 1937 as may be necessary to assure that payments under the Contract and ACC (if applicable) will be adequate to cover increases in Contract Rents and decreases in rents payable by Families, including (as provided in that section of the Act) "the reservation of annual contributions authority for the purpose of amending housing assistance contracts, or the allocation of a portion of new authorizations for the purpose of amending housing assistance contracts."
- (4) Any amount remaining in the account after payment of the last annual contribution with respect to the project shall be applied by HUD in accordance with law.

2.4 HOUSING ASSISTANCE PAYMENTS TO OWNERS.

(a) Housing Assistance Payments on Behalf of Family.

- (1) Housing assistance payments shall be paid to the Owner for units under lease for occupancy by Families in accordance with the Contract. The housing assistance payment will cover the difference between the Contract Rent and that portion of the rent payable by the Family as determined in accordance with the HUD-established schedules and criteria.
- (2) The amount of housing assistance payment payable on behalf of a Family and the amount of rent payable by the Family shall be subject to change by reason of changes in Family Income, Family composition, extent of exceptional medical or other unusual expenses or program rules in accordance with the HUD-established schedules and criteria; or by reason of a change in any applicable Utility Allowance approved or required by the CA. Any such change shall be effective as of the date stated in a notification of the change to the Family, which need not be at the end of the Lease term.
- (b) Vacancies During Rent-up. If a Contract Unit is not leased as of the effective date of the Contract (or within 15 days of the effective date of this Contract in the case of previously HUD-owned projects), the Owner is entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the unit for a vacancy period

not exceeding 60 days from the effective date of the Contract, provided that the Owner (1) commenced marketing and otherwise complied with section 2.2(d) of the Agreement, (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on its waiting list, if any, requesting the PHA and other appropriate sources to refer eligible applicants, and advertising the availability of the unit in a manner specifically designed to reach eligible families, and (3) has not rejected any eligible applicant, except for good cause acceptable to the CA.

- (c) Vacancies after Rent-Up. If an eligible family vacates a unit, the owner is entitled to housing assistance payments in the amount (except as provided in paragraph (d) of this section) of 80 percent of the Contract Rent for the first 60 days of vacancy if the Owner:
- (1) Certifies that it did not cause the vacancy by violating the lease, the Contract or any applicable law or by moving a family to another unit;
 - (2) Notified the CA of the vacancy or prospective vacancy and the reasons for it immediately upon learning of the vacancy or prospective vacancy;
 - (3) Has fulfilled and continues to fulfill the requirements specified in paragraphs (b)(1), (2), and (3) of this section; and
 - (4) Certifies that any eviction resulting in a vacancy was carried out in compliance with section 2.9.
- (d) Payments for Vacancies after Initial Occupancy in Previously HUD-Owned Projects. In the case of previously HUD-owned projects, the Owner may receive housing assistance payments for so much of the month in which the Family vacates the unit as the unit remains vacant. Should the unit remain vacant, the Owner may receive from HUD a housing assistance payment in the amount of 80 percent of the Contract Rent for a vacancy period not exceeding an additional month. However, if the Owner collects any of the Family's share of the rent for this period, the payment for the vacancy period must be reduced to an amount which, when added to the Family's payments, does not exceed 80 percent of the Contract Rent. Any such excess shall be reimbursed by the Owner to HUD or as HUD may direct. Paragraphs (c)(1) through (4) apply.
- (e) Vacancies for Longer than 60 Days. Except for previously HUD-owned projects not requiring substantial rehabilitation, if an assisted unit continues to be vacant after the period specified in paragraph (b), (c) or (d) of this section, the Owner may apply to receive additional payments for the vacancy period in an amount equal to the principal and interest payments required to amortize that portion of the debt service attributable to the vacant unit (see Exhibit 2) for up to 12 additional months for the unit if:
- (1) The unit was in decent, safe and sanitary condition during the vacancy period for which payments are claimed;
 - (2) The owner has fulfilled and continues to fulfill the requirements specified in paragraph (b), (c) or (d) of this section, as appropriate; and
 - (c) The owner has demonstrated to the satisfaction of HUD that:
 - (i) For the period of vacancy, the project is not providing the owner with revenues at least equal to project expenses (exclusive of depreciation), and the amount of payments requested is not more than the portion of the deficiency attributable to the vacant unit, and
 - (ii) The project can achieve financial soundness within a reasonable time.

Exhibit A, Page 49 of 65

(f) Prohibition on Multiple Compensation for Vacancies. The owner is not entitled to pay its for vacant units to the extent it can collect for the vacancy from other sources (such as security deposits, other amounts collected from the Family, payments from the CA under section 2.8(b), and governmental payments under other programs). If the Owner collects any of the Family's share of the rent for a vacancy period in an amount which, when added to the vacancy payment, results in more than the Contract Rent, the excess must be reimbursed as HUD directs.

(g) CA Not Obligated for Family Rent. The CA has not assumed any obligation for the amount of rent payable by any Family or the satisfaction of any claim by the Owner against any Family other than in accordance with section 2.8(b) of this Contract.

The financial obligation of the CA is limited to making housing assistance payments on behalf of Families in accordance with this Contract.

(h) Owner's Monthly Requests for Payments.

- (1) The Owner shall submit monthly requests to the CA or as directed by the CA for housing assistance payments. Each request shall set forth: (i) the name of each Family and the address and/or number of the unit leased by the Family; (ii) the address and/or the number of each unit, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth in Exhibit 1 for each unit for which the Owner is claiming payments; (iv) the amount of rent payable by the Family leasing the unit (or, where applicable, the amount to be paid the Family in accordance with section 2.2(b)(2)); and (v) the total amount of housing assistance payments requested by the Owner.
- (2) Each of the Owner's monthly requests shall contain a certification by it that to the best of its knowledge and belief (i) the dwelling units are in Decent, Safe, and Sanitary condition, (ii) all the other facts and data on which the request for funds is based are true and correct, (iii) the amount requested has been calculated in accordance with the provisions of this Contract and is payable under the Contract, (iv) none of the amount claimed has been previously claimed or paid under this Contract, and (v) the Owner has not received and will not receive any payments or other consideration from the Family, the PHA, HUD, or any other public or private source for the unit beyond that authorized in this Contract and the lease.
- (3) If the Owner has received an excessive payment, the CA (or HUD where the CA is a PHA), in addition to any other rights to recovery, may deduct the amount from any subsequent payment or payments.
- (4) The Owner's monthly requests for housing assistance payments are subject to penalty under 18 U.S.C. 1001, which provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

(i) Payments to Trustee by PHA Where It Is the Lender. (See section 1.4 for applicability of this paragraph.) The amount of the housing assistance payment determined in accordance with the provisions of this Contract, up to the amount of the mortgage repayments due the PHA from the Owner pursuant to the mortgage loan made by the PHA for the project, shall be credited to the Owner and transferred monthly by the PHA from the account maintained under the General Depositary Agreement pursuant to the ACC to the trustee under the note or bond resolution of the PHA under which the notes or bonds to provide the mortgage loan were issued. Any amount of the housing assistance payment in excess of such credit shall be paid by the PHA directly to the Owner.

(a) Maintenance and Operation. The Owner shall maintain, repair, and operate the Contract Units, assisted units, if any, and related facilities to provide Decent, Safe, and Sanitary housing including the provision of all the services, maintenance and utilities set forth in section 1.1(e). The Owner also agrees to comply with the lead-based paint regulations at 24 CFR Part 35. If the CA determines that the Owner is not meeting one or more of these obligations, the CA shall have the right to take action under section 2.21(b).

(b) Inspection.

- (1) Prior to occupancy of any Contract Unit by a Family, the Owner and the Family shall inspect the unit and both shall certify, on forms prescribed or approved by the CA, that they have inspected the unit and have determined it to be Decent, Safe, and Sanitary in accordance with the criteria provided in the forms. The Owner shall keep copies of these reports on file for at least three years.
- (2) The CA shall inspect or cause to be inspected the Contract Units and related facilities at least annually and at such other times (including prior to initial occupancy and rerenting of any unit) as may be necessary to ensure that the Owner is meeting its obligation to maintain the units in Decent, Safe, and Sanitary condition including the provision of the agreed-upon utilities and other services. The CA shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.
- (c) Units Not Decent, Safe, and Sanitary. If the CA notifies the Owner that it has failed to maintain a dwelling unit in Decent, Safe, and Sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, the CA may exercise any of its rights or remedies under the Contract, including reduction or suspension of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance and the CA does not have other section 8 funds for such purposes, the CA may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. If the Family continues to occupy the unit, it will do so in accordance with the terms of its lease, including the termination date and amount of rent payable by the Family.
- (d) Notification of Abatement. Any reduction or suspension of housing assistance payments shall be effective as provided in written notification to the Owner. The Owner shall promptly notify the Family of any such abatement.
- (e) Overcrowded and Underoccupied Units. Where the CA determines a unit is larger or smaller than appropriate for an eligible family, the Owner agrees to correct the situation in accordance with HUD regulations and requirements in effect at the time of the determination.

2.6 FINANCIAL REQUIREMENTS.

(a) Submission of Financial and Operating Statements.

The Owner must submit to the CA:

- (1) Within 60 days after the end of each fiscal year of the project, financial statements for the project audited by an independent Public Accountant in the form required by HUD, and
- (2) Other statements as to project operation, financial conditions and occupancy as HUD may require pertinent to administration of the Contract and monitoring of project operations.

(b) Use of Project Funds.

- (1) Project funds must be used for the benefit of the project, to make mortgage payments, to pay operating expenses, and to make required deposits to the replacement reserve in accordance with paragraph (c) of this section, and to pay distributions to the owner as provided in paragraph (d).

purposes, the surplus of the Fund shall be deposited with the mortgagee or other HUD-approved depository in an interest-bearing residual receipt account. Withdrawals from this account will be made only with the approval of HUD and for project purposes, including the reduction of housing assistance payments. Upon termination of the Contract, any excess funds must be remitted to HUD.

- (2) In the case of HUD-insured projects, the provisions of this paragraph (b) will apply instead of the otherwise applicable mortgage insurance requirements, except in the case of partially assisted or previously HUD-owned, insured projects which are subject to the applicable mortgage insurance requirements.

(c) Replacement Reserve. (Not applicable to Partially Assisted or Previously HUD-Owned Projects.)

- (1) The Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations.
- (i) The obligation of the Owner to deposit into the replacement reserve shall commence upon the effective date of the Contract. For staged projects, the obligation shall commence on a pro rata basis for units in each stage on the effective date of the Contract for that stage. The amount of the deposit to the replacement reserve will be adjusted each year by the amount of the automatic annual adjustment factor. See 24 CFR Part 886.
- (ii) The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. Should the reserve achieve that level, the rate of deposit to the reserve may be reduced with the approval of HUD.
- (iii) All earnings including interest on the reserve must be added to the reserve.
- (iv) Funds will be held by the mortgagee or trustee for the bondholders, and may be drawn from the reserve and used only in accordance with HUD guidelines and with the approval of, or as directed by, HUD.
- (2) In the case of HUD-insured projects, the provisions of this paragraph (c) will apply instead of the otherwise applicable mortgage insurance requirements, except in the case of partially assisted or previously HUD-owned, insured projects which are subject to the applicable mortgage insurance requirements.

(d) Limitation on Distributions.

- (1) Nonprofit owners are not entitled to distributions of project funds.
- (2) For the life of the Contract, project funds may only be distributed to profit-motivated owners at the end of each fiscal year of project operation following the effective date of the Contract after all project expenses have been paid, or funds have been set aside for payment, and all reserve requirements have been met. From the remaining funds (surplus cash computed in accordance with HUD requirements), the Owner may make distributions. The first distribution may not be made until cost certification, where applicable, is completed.
- (3) In the case of HUD-insured projects, or projects on which HUD holds a purchase money mortgage, distributions are subject to the terms of the applicable Regulatory Agreement.

2.7 RENT ADJUSTMENTS.

- (a) Funding of Adjustments. Housing assistance payments will be made in amounts commensurate with Contract Rent adjustments under this section up to the maximum amount authorized under section 2.3(a) of this Contract.
- (b) Annual Adjustments.
 - (1) Upon request from the Owner to the CA, Contract Rents will be adjusted on the anniversary date of the Contract in accordance with 24 CFR 888 and this Contract. See, however, paragraph (d).
 - (2) In the case of previously HUD-owned projects, the Contract Rents shall be adjusted in accordance with 24 CFR 886, Subpart C and this Contract.
 - (3) Contract Rents may be adjusted upward or downward, as may be appropriate; however, in no case shall the annual adjustment result in Contract Rents less than the Contract Rents on the effective date of the Contract.
- (c) Special Additional Adjustments. Special additional adjustments shall be granted, when approved by HUD, to reflect increases in the actual and necessary expenses of owning and maintaining the Contract Units which have resulted from substantial general increases in real property taxes, utility rates, assessments, and utilities not covered by regulated rates. The Owner must demonstrate that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by annual adjustments. The Owner shall submit to HUD supporting data, financial statements and certifications which clearly support the increase. See, however, paragraph (d).
- (d) Overall Limitation. Notwithstanding any other provision of this Contract, adjustments after Contract execution or cost certification, where applicable, shall not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by HUD; except to the extent that the differences existed with respect to the Contract Rents set at Contract execution or cost certification, where applicable.
- (e) Incorporation of Rent Adjustment. Any adjustment in Contract Rents shall be incorporated into Exhibit 1 by a dated addendum to the exhibit establishing the effective date of the adjustment.
- (f) Adjustment of Contract Rents based on Cost Certification.
(See section 1.4 for applicability of this paragraph.)
 - (1) Submission by Owner. Within 60 days after HUD accepts the project (or accepts the last stage, where applicable), or any extensions approved by HUD for good cause, the owner will certify the actual costs estimated in the Final Proposal or Purchase and Use Plan of the replacement cost, operating expenses, income, and debt service, and submit a cost certification including the certificate of an independent Public Accountant to HUD in the manner and form prescribed by HUD, based on the following guidelines:

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 (1) Projects which involve HUD mortgage insurance will be subject to the cost certification requirements of the applicable insurance program;

(ii) For projects not insured by HUD, a simplified form of cost certification as prescribed by HUD will be completed and submitted.

(2) HUD Review. Cost certifications will be subject to review by HUD. As part of this review, the Owner and/or contractor may be required to submit additional documentation.

(3) Reduction of Contract Rents. If the Owner's certified costs provided in accordance with paragraph (f)(1) of this section, as approved by HUD, are less than the cost estimates provided in the Final Proposal or Purchase and Use Plan, the Contract Rents will be reduced accordingly.

(4) Reduction of Maximum Annual Commitment. If the Contract Rents are reduced pursuant to paragraph (f)(3) of this section, the maximum annual Contract commitment (and the maximum ACC commitment, in the case of Private-Owner/PHA projects) will be reduced. If Contract Rents are reduced based on certification after Contract execution, any overpayment since the effective date of the Contract will be recovered from the Owner by the CA.

(g) Adjustment of Contract Rents to Reflect Actual Cost of Tax Exempt Obligations Issued by a Participating State Agency Not Subject to Part 811. (See section 1.4 for applicability of this paragraph.) After the project is permanently financed, the financing agency shall submit a certification to HUD specifying the actual financing terms. If the actual debt service to the Owner under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, the initial Contract Rents or the Contract Rents then in effect shall be reduced commensurately and the amount of savings credited to the project account. The maximum annual Contract commitment (and the maximum annual ACC commitment, in the case of Private-Owner/PHA projects) will not be reduced.

(h) Adjustment of Contract Rents to Reflect Actual Cost for Projects Subject to Part 811. (See section 1.4 for applicability of this paragraph.)

(1) Submission by Owner and Financing Agency. The Owner and the financing agency shall submit certified statements as to the financing and other costs as required by Part 811 prior to final endorsement. Based on the certified statements, HUD will determine whether any reduction in initial Contract Rents is required under Part 811. Promptly after HUD notification, the Owner and the financing agency agree to amend the Contract to reduce the initial Contract Rents to the extent required by HUD. See sections 2.3(b)(5) and (6) of the Agreement, as appropriate.

(2) Reduction of Maximum Annual Commitment. If the Contract Rents are reduced pursuant to paragraph (h)(1) of this section, the maximum annual Contract commitment (and the maximum ACC commitment, in the case of Private-Owner/PHA projects) will be reduced. If Contract Rents are reduced based on certification after Contract execution, any overpayment since the effective date of the Contract will be recovered from the Owner by the CA.

(i) Adjustment of Contract Rents Due to Property Tax Exemption or Similar Savings. The Contract Rents may be reduced to reflect real property tax exemption or similar savings where the initial Contract Rents were approved on the assumption that the project would not receive the benefit of tax abatement or similar savings. The Owner agrees to notify the CA in the event such a project begins to receive such an exemption or similar savings so that the initial Contract Rents or the Contract Rents then in effect may be reduced.

(a) Compliance with Opportunity Requirements. Exhibit A Page 54 of 65

Marketing of units and selection of families by the Owner shall be in accordance with the Owner's HUD-approved Affirmative Fair Housing Marketing Plan (if required), shown as an exhibit, and with all regulations relating to fair housing advertising. Projects shall be managed and operated without regard to race, color, religion, creed, sex, handicap, or national origin and in the case of previously HUD-owned projects in accordance with the tenant selection factors shown as Exhibit 6.

(b) Security Deposits. The Owner agrees to comply with applicable section 8 regulations and other requirements, as revised from time to time, regarding security deposits and to comply with all State and local law.

(c) Eligibility, Selection and Admission of Families.

- (1) Except for those families in previously HUD-owned projects determined by HUD at the time of the sale of the project to be eligible for section 8, the Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, computation of the amount of housing assistance payments on behalf of each selected family and of total family contributions and recordkeeping in accordance with applicable HUD regulations and requirements.
- (2) The Owner shall not charge any applicant or assisted family any amount in excess of the total family contribution except as authorized by HUD.
- (3) In the initial renting of the Contract Units, the Owner must lease at least 30 percent to Very Low-Income Families (determined in accordance with HUD-established schedules and criteria). However, if this requirement cannot be met for substantial rehabilitation or previously HUD-owned projects because of families already residing in the project, HUD may permit the leasing of less than 30 percent of the units to Very Low-Income Families. Thereafter the Owner shall exercise best efforts to maintain (or achieve and maintain) at least 30 percent occupancy of the Contract Units by Very Low-Income Families. In addition, at all times, the Owner will use its best efforts to achieve leasing to families with a range of incomes so that the average of incomes of all families in occupancy is at or above 40 percent of the median income in the area.
- (4) The Lease entered into between the Owner and each selected family shall be on the form of Lease approved by HUD.
- (5) (i) The Owner shall make a reexamination of family income, composition, and the extent of medical or other unusual expenses incurred by the family at least as often as required by HUD regulations or other requirements, and appropriate redeterminations shall be made by the Owner of the amount of family contribution and the amount of housing assistance payment, all in accordance with applicable HUD regulations and requirements.
- (ii) If a family reports a change in income or other circumstances that would result in a decrease of total family contribution between regularly scheduled reexaminations, the Owner, upon receipt of verification of the change, must promptly make appropriate adjustments in the total family contribution. The Owner may require in its lease that families report increases in income or other changes between scheduled reexaminations.
- (iii) In connection with the reexamination, the Owner shall determine what percentage of families in occupancy are Very Low-Income Families and what the average family income is. If there are fewer than 30 percent Very Low-Income Families in occupancy, or the average income is below 40 percent of the median, the Owner shall report the fact to HUD and shall adopt appropriate changes in its admission policies.
- (iv) A family's eligibility for housing assistance payments continues until its total family contribution equals the total housing expense for the unit it occupies. The termination of

eligibility at this point will not affect the Family's other rights. Under the lease nor preclude resumption of payments as a result of later changes in income or other circumstances during the term of this Contract.

- (6) Where fewer than 100 percent of the units in the project are covered by this Contract, assisted Families shall be dispersed throughout. At initial rent-up, the Owner shall lease the units identified in Exhibit 1 to eligible Families. Thereafter, the Owner may lease other units of appropriate size and type to eligible Families in accordance with Exhibit 1. For projects with units for both elderly and non-elderly Families, the respective family types may be grouped together.
- (7) The Owner shall maintain as confidential all information relating to section 8 applicants and assisted Families, the disclosure of which would constitute an unwarranted invasion of personal privacy.
- (d) Rent Redetermination after Adjustment in Utility Allowance.
In the event that the Owner is notified of a CA determination approving or requiring an adjustment in the Utility Allowance applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of rent to be paid by the affected Families and the amount of housing assistance payments.
- (e) Processing of Applications and Complaints. The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable HUD and PHA regulations and requirements and shall maintain records and furnish such copies or other information as may be required by HUD or the PHA.
- (f) Review: Incorrect Payments. In making housing assistance payments to Owners, the PHA or HUD will review the Owner's determinations under this section. If as a result of this review, or other reviews, audits or information received by the PHA or HUD at any time, it is determined that the Owner has received improper or excessive housing assistance payments, the PHA or HUD shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery.

2.9 TERMINATION OF TENANCY OR SECTION 8 ASSISTANCE BY THE OWNER.

The Owner agrees not to terminate any tenancy of or assistance on behalf of an assisted Family except in accordance with all HUD regulations and other requirements, in effect at the time of the termination, and any State and local law.

2.10 REDUCTION OF NUMBER OF UNITS FOR FAILURE TO LEASE TO ELIGIBLE FAMILIES.

- (a) Limitation on Leasing to Ineligible Families. Except in the case of previously HUD-owned projects, the Owner may not at any time during the term of this Contract lease more than 10 percent of the assisted units in the project to families which are ineligible under section 8 requirements at initial occupancy without the prior approval of HUD. Failure on the part of the Owner to comply with this prohibition is a violation of the Contract and grounds for all available legal remedies, including specific performance of the Contract, suspension or debarment from HUD programs and reduction of the number of units under the Contract, as set forth in paragraph (b) of this section. (See also section 2.21.)
- (b) Reduction for Failure to Lease to Eligible Families - New and Rehab Projects. If, at any time beginning six months after the effective date of the Contract, the Owner fails for a continuous period of six months to have at least 90 percent of the assisted units leased or available for leasing by families eligible under section 8 requirements at initial occupancy, HUD (or the PHA at the direction of HUD, as appropriate) may, on at least 30 days' notice, reduce the number of units covered by the Contract. HUD or the PHA may reduce the number of units to the number of units actually leased or available for leasing plus 10 percent (rounded up). This reduction, however, will not be made if the failure to lease units to eligible families is permitted in writing by HUD under paragraph (a) of this section.

(c) Reduction -- Pre-lease Exhibit A, Page 56 of 65

If, at any time, during six months after the effective date of the Contract, the Owner fails for a continuous period of six months to have all of the assisted units leased or available for leasing by families eligible under section 8 requirements at initial occupancy, HUD may, on 30 calendar days' notice, reduce the number of Contract units to not less than the number of Contract units under lease, plus 10 percent of such number if the number is 10 or

more, rounded up. Failure by the Owner to make a reasonable effort to lease the units to eligible families shall be a violation of the Contract and grounds for all legal remedies including those specified in paragraph (a) and section 2.21.

(d) Restoration. HUD will agree to an amendment of the ACC or the Contract, as appropriate, to provide for subsequent restoration of any reduction made pursuant to paragraph (b) or (c) of this section if:

- (1) HUD determines that the restoration is justified by demand,
- (2) The Owner otherwise has a record of compliance with its obligations under the Contract, and
- (3) Contract authority is available. (HUD will take such steps authorized by section 8(c)(6) of the Act as may be necessary to carry out its agreement.

2.11 NONDISCRIMINATION.

- (a) General. The Owner shall not in the selection of families, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, national origin, or handicap.
- (b) Members of Certain Classes. The Owner shall not automatically exclude anyone from participation in, or deny anyone the benefits of, the Housing Assistance Payments Program because of membership in a class, such as unmarried mothers, recipients of public assistance, handicapped persons.
- (c) Title VIII of the Civil Rights Act of 1968. The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, which prohibits discrimination in the sale, rental, financing and advertising of housing on the basis of race, color, religion, sex, or national origin, and any related rules and regulations.
- (d) Title VI of the Civil Rights Act of 1964 and Executive Order 11063. The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.; the HUD Regulations issued thereunder, 24 CFR, Subtitle A, Part 1; the HUD requirements pursuant to these regulations; and Executive Order 11063 and any regulations and requirements issued thereunder, to the end that, in accordance with that Act, Executive Order 11063, and the regulations and requirements of HUD, no person in the United States shall, on the grounds of race, color, creed, or national origin, be excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program, or be otherwise subjected to discrimination. This provision is included pursuant to the regulations of HUD, 24 CFR, Subtitle A, Part 1 issued under Title VI of the Civil Rights Act of 1964, HUD regulations issued pursuant to Executive Order 11063 and the HUD requirements pursuant to the regulations. The obligation of the Owner to comply therewith inures to the benefit of the United States of America, HUD, and the PHA (where the CA is a PHA), any of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.
- (e) Section 504 of the Rehabilitation Act of 1973. The Owner shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973, as amended, and any related rules and regulations. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance. Accordingly, the Owner (1) shall not discriminate against any qualified handicapped person on the basis of handicap and (2) shall

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cause to be incorporated into all contracts executed in connection with this project a provision requiring compliance with rules and regulations issued pursuant to section 504.

(f) Employees of Owner.

- (1) In carrying out the obligations under this Contract, the Owner will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, handicap or national origin. The Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. The Owner will in all solicitations or advertisements for employees placed by or on behalf of the Owner state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, handicap or national origin. The Owner will incorporate the foregoing requirements of this paragraph in all of its contracts for project work, except contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for project work.
- (g) Age Discrimination Act of 1975. The Owner shall comply with any rules and regulations issued or adopted by HUD under the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs and activities receiving Federal financial assistance.

2.12 COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS.

The Owner and the PHA (where the CA is a PHA) agree to cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to or permitted by all applicable civil rights statutes, Executive Orders, and rules and regulations.

2.13 TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS. (See section 1.4 for applicability of this section.)

- (a) The project assisted under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- (b) Notwithstanding any other provision of this Contract, the Owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR, Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The requirements of the regulations include, but are not limited to, development and implementation of an affirmative action plan for utilizing business concerns located within, or owned in substantial part by persons residing in, the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by section 3; and incorporation of the "section 3 clause" specified by section 135.20(b) of the regulations and paragraph (d) of this section in all contracts for work in connection with the project. The Owner certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

- (c) Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders issued by HUD thereunder prior to execution of this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, its contractors and subcontractors, its successors and assigns. Failure to fulfill these requirements shall subject the Owner, its contractors and subcontractors, its successors, and assigns to the sanctions specified by this Contract, and to such sanctions as are specified by 24 CFR, Section 135.135.
- (d) The Owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$50,000 cost, the following clause:

EMPLOYMENT OF PROJECT AREA RESIDENTS AND CONTRACTORS

- "A The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1966, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- "B The parties to this Contract will comply with the provisions of section 3 and the regulations issued pursuant thereto by HUD as set forth in 24 CFR, Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- "C The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- "D The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD, 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- "E Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Housing Assistance Payments Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, its contractors and subcontractors, its successors, and assigns. Failure to fulfill these requirements shall subject the Owner, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the Housing Assistance Payments Contract, and to such sanctions as are specified by 24 CFR, Section 135.135."
- (a) The Owner agrees that it will be bound by the above section 3 clause with respect to its own employment practices when it participates in federally assisted work.

The Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.15 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. (See section 1.4 for applicability of this section.)

In compliance with regulations issued by the Environmental Protection Agent, ("EPA"), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11735, the Owner agrees:

- (a) Not to utilize any facility in the performance of this Contract or any nonexempt subcontract which is listed on the EPA List of Violating Facilities pursuant to section 15.20 of the regulations;
- (b) Promptly to notify the CA of the receipt of any communication from the EPA indicating that a facility to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities;
- (c) To comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 of the Air Act and section 308 of the Water Act, and all regulations and guidelines issued thereunder; and
- (d) To include or cause to be included the provisions of this Contract in every nonexempt subcontract and take such action as HUD may direct as a means of enforcing such provisions.

2.16 REPORTS AND ACCESS TO PREMISES AND RECORDS.

- (a) The Owner shall furnish any information and reports pertinent to this Contract as reasonably may be required from time to time by HUD and the FHA (where the CA is a FHA).
- (b) The Owner shall permit HUD and the FHA (where the CA is a FHA) or any of their duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to the housing assistance payments.

2.17 DISPUTES.

(a) For Private-Owner/FHA Projects:

- (1) Any dispute concerning a question of fact arising under this Contract which cannot be resolved by the FHA and the Owner may be submitted by either party to the HUD Field Office which will promptly make a decision and furnish a written copy to the Owner and the FHA.
- (2) The decision of the Field Office will not be reviewable unless, within 30 calendar days from the date of receipt of the Field Office's determination, either party mails or otherwise furnishes to HUD a written appeal with written justification addressed to the Secretary of Housing and Urban Development. Both parties shall proceed diligently with the performance of the Contract and in accordance with the decision of the Field Office pending resolution of the appeal.

(b) For Private-Owner/HUD or FHA-Owner/HUD Projects:

Any dispute concerning a question of fact arising under this Contract which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the Secretary of Housing and Urban Development. Both parties shall proceed diligently with the performance of the Contract and in accordance with the decision of the Field Office, pending resolution of the appeal.

2.18 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.

- (a) No person or entity in the following classes shall have an interest, direct or indirect, in this Agreement or in any proceeds or benefits arising from it, during his or her tenure or for one year thereafter,
- (1) any member or officer of the PHA (where it is the CA or the Owner), except where his or her interest is as a tenant;
 - (2) (i) any employee of the PHA (where it is the CA or the Owner) who formulates policy or influences decisions with respect to the section 8 project;
 - (ii) any other employee of the PHA (where it is the CA or the Owner), except where his or her interest is as a tenant;
 - (3) any member of the governing body or the executive officer of the locality (city or county) in which the project is situated;
 - (4) any member of the governing body or executive officer of the locality (city or county) in which the PHA (where it is the CA or the Owner) was activated;
 - (5) any other State or local public official (including State legislators), who exercises any functions or responsibilities with respect to the section 8 project;
 - (6) any PHA (which is not the CA), where any of its members, officers, or employees has a personal interest in the project, including an interest by reason of membership on the board of the PHA which is the CA (except an employee who does not formulate policy or influence decisions with respect to the section 8 project may have an interest as a tenant).
- (b) Members of the classes described in paragraph (a) who involuntarily acquire an interest in the section 8 program or in a section 8 project, or who had acquired prior to the beginning of their tenure any such interest, must disclose any interest or prospective interest to the PHA (where it is the CA or the Owner) and the HUD Field Office, and may, with appropriate justification, if consistent with State law, apply to the HUD Field Office (through the PHA where it is the CA) for a waiver. Any other requests for waivers of paragraph (a) must be referred to the HUD Headquarters, with appropriate recommendations from the Field Office, for a determination of whether a waiver will be granted.
- (c) No person to whom a waiver is granted shall be permitted (in his or her capacity as member of a class described in paragraph (a)) to exercise responsibilities or functions with respect to an Agreement or a Contract executed, or to be executed, on his or her behalf, or with respect to an Agreement or a Contract to which this person is a party.
- (d) The Owner shall insert in all contracts, subcontracts, and arrangements entered into in connection with the project or any property included or planned to be included in the project, and shall require its contractors and subcontractors to insert in each of the subcontracts, the provisions of paragraphs (a) through (d).
- (e) The provisions of paragraphs (a) through (d) of this section shall not apply to a utility service if the rates are fixed or controlled by a governmental agency or applicable to the Depositary Agreement.

2.19 INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

ASSIGNMENT, SALE OR FORECLOSURE

- (a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion, of this Contract, the Agreement, the ACC (if applicable), or the project or any part of them or any of its interest in them, without the prior written consent of HUD (and the PHA where it is the CA). However, in the case of an assignment as security for the purpose of obtaining financing of the project, HUD (and the PHA where it is the CA) shall consent in writing if HUD has approved the terms of the financing.
- (b) The Owner agrees to notify HUD (and the PHA where it is the CA) promptly of any proposed action covered by paragraph (a) of this section. The Owner further agrees to request the prior written consent of HUD (and the PHA where it is the CA).
- (c) (i) For purposes of this section, a sale, assignment, conveyance, or transfer includes but is not limited to one or more of the following:
- (i) A transfer by the Owner, in whole or in part,
 - (ii) A transfer by a party having a substantial interest in the Owner,
 - (iii) Transfers by more than one party of interests aggregating a substantial interest in the Owner,
 - (iv) Any other similarly significant change in the ownership of interests in the Owner, or in the relative distribution of interests by any other method or means, and
 - (v) Any refinancing by the Owner of the project.
- (2) An assignment by the Owner to a limited partnership, in which no limited partner has a 25 percent or more interest and of which the Owner is the sole general partner, shall not be considered an assignment, conveyance, or transfer. An assignment by one or more general or limited partners of a limited partnership interest to a limited partner, who will have no more than a 25 percent interest, shall not be considered an assignment, conveyance, or transfer.
- (3) The term "substantial interest" means the interest of any general partner, any limited partner having a 25 percent or more interest in the organization, any corporate officer or director, and any stockholder having a 10 percent or more interest in the organization.
- (d) The Owner and the party signing this Contract on behalf of the Owner represent that they have the authority of all of the parties having ownership interests in the Owner to agree to this provision on their behalf and to bind them with respect to it.
- (e) Except where otherwise approved by HUD, this Contract, the Agreement, and the ACC (if applicable) shall continue in effect and housing assistance payments will continue in accordance with the terms of the Contract in the event:
- (1) Of assignment, sale, or other disposition of the project or this Contract, the Agreement, or the ACC,
 - (2) Of foreclosure, including foreclosure by HUD,
 - (3) Of assignment of the mortgage or deed in lieu of foreclosure,
 - (4) The PHA or HUD takes over possession, operation or ownership,
 - (5) The Owner prepays the mortgage.

PH: Defaults under Contract for Private-Owned

11) Events of Default. The occurrence of any of the following events, if the Owner is not in default, is defined as a default under the ACC.

- (i) If the PHA fails to perform or observe any term or condition of this Contract;
- (ii) If the Contract is held to be void, voidable, or ultra vires;
- (iii) If the power or right of the PHA to enter into the Contract is drawn into question in any legal proceeding; or
- (iv) If the PHA asserts or claims that the Contract is not binding upon the PHA for any such reason.

(2) Owner Request for HUD Determination of Default.

If the Owner believes that an event as specified in paragraph (a)(1) has occurred, and the Owner is not in default, the Owner may, within 30 days of the initial occurrence of the event;

- (i) Notify HUD of the occurrence of the event;
- (ii) Provide supporting evidence of the default and of the fact that the Owner is not in default; and
- (iii) Request HUD to determine whether there has been a default.

(3) HUD Determination of Default and Curing of Default.

HUD, after notice to the PHA giving it a reasonable opportunity to take corrective action, or to demonstrate that it is not in default, shall make a determination whether the PHA is in default and whether the Owner is not in default. If HUD determines that the PHA is in default and that the Owner is not, HUD shall take appropriate action to require the PHA to cure the default. If necessary for the prompt continuation of the project, HUD shall assume the PHA's rights and obligations under the Contract, including any funds. HUD shall continue to pay annual contributions with respect to the units covered by this Contract in accordance with the ACC and this Contract until reassigned to the PHA. All rights and obligations of the PHA assumed by HUD will be returned as constituted at the time of the return.

- (1) When HUD is satisfied that all defaults have been cured and that the project will thereafter be administered in accordance with all applicable requirements, or
- (11) When the Contract is at an end, whichever occurs sooner.

(4) Enforcement by Owner. The provisions of this paragraph (a) are made for the benefit of the Owner, the lender, the PHA where it is the lender and then only in its capacity as lender, and the Owner's other assignees, if any, who have been specifically approved by HUD prior to the assignment. These provisions shall be enforceable by these parties against HUD by suit at law or in equity.

(b) Rights of PHA and HUD if Owner Defaults under Contract.

(1) Events of Default.

A default by the Owner under this Contract shall result if:

- (1) The Owner has violated or failed to comply with any provision of, or obligation under, this Contract or of any Lease, including failure to correct any deficiencies

Exhibit A, Page 63 of 65
 other inspection, or:

- (i) The Owner has asserted or demonstrated an intention not to perform some or all of its obligations under this Contract or under any Lease; or
 - (ii) For projects with mortgages insured by HUD or loans made by HUD, the Owner has violated or failed to comply with the regulations for the applicable insurance or loan program, with the insured mortgage, or with the regulatory agreement; or the Owner has filed any false statement or misrepresentation with HUD in connection with the mortgage insurance or loan.
- (2) CA Determination of Default.

Upon a determination by the CA that a default has occurred, the CA shall notify the Owner and the lender, with a copy to HUD where the CA is a PHA, of:

- (i) The nature of the default,
- (ii) The actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner and/or the lender to cure the default), and
- (iii) The time within which the Owner and/or the lender shall respond with a showing that all the required actions have been taken.

If the Owner and/or lender fail to respond or take action to the satisfaction of the CA (and HUD where the CA is a PHA), the CA shall have the right to take corrective action to achieve compliance, in accordance with paragraph (b)(3) or to terminate this Contract with HUD approval, in whole or in part, or to take other corrective action to achieve compliance in its discretion, or as directed by HUD (where the CA is a PHA).

(3) Corrective Actions.

Pursuant to paragraph (b)(2) of this section the CA, in its discretion or as directed by HUD (where the CA is a PHA), may take the following corrective actions either directly or in conjunction with or acting through a PHA:

- (i) Take possession of the project, bring any action necessary to enforce any rights of the Owner growing out of the project operation, and operate the project in accordance with the terms of this Contract until such time as HUD determines that the Owner is again in a position to operate the project in accordance with this Contract. If the CA takes possession, housing assistance payments shall continue in accordance with the Contract.
- (ii) Collect all rents and charges in connection with the operation of the project and use these funds to pay the necessary expenses of preserving the property and operating the project and to pay the Owner's obligations under the note and mortgage or other loan documents.
- (iii) Apply to any court, State or Federal, for specific performance of this Contract, for an injunction against any violation of the Contract, for the appointment of a receiver to take over and operate the project in accordance with the Contract, or for such other relief as may be appropriate. These remedies are appropriate since the injury to the PHA and/or HUD arising from a default under any of the terms of this Contract could be irreparable and the amount of damage would be difficult to ascertain.

(iv) Reduce or suspend housing assistance payments.

(v) Recover any overpayments.

(4) HUD Rights.

(For Private-Owner/PHA projects where the PHA is the lender.)

(1) Notwithstanding any other provisions of this Contract, in the event HUD determines that the Owner is in default of its obligations under the Contract, HUD shall have the right, after notice to the Owner, the trustee, if any, and the PHA giving them a reasonable opportunity to take corrective action, to proceed in accordance with paragraph (b) (3).

(1i) In the event HUD takes any action under this section, the Owner and the PHA hereby expressly agree to recognize the rights of HUD to the same extent as if the action were taken by the PHA. HUD shall not have the right to terminate the Contract except by proceeding in accordance with paragraphs (b) (1), (2), and (3) of this section and with the ACC.

(c) Remedies Not Exclusive and Non-Waiver of Remedies. The availability of any remedy under this Contract or the ACC, where applicable, shall not preclude the exercise of any other remedy under this Contract or the ACC or under any provisions of law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

2.22 RELATIONSHIP OF PARENT ENTITY PHA AS OWNER TO AGENCY OR INSTRUMENTALITY PHA UNDER PART 811.

The Parent Entity PHA agrees to perform the functions with regard to the Agency or Instrumentality PHA required by the HUD regulations pursuant to which the relationship between the two PHAs was established and to which HUD approved the Agency or Instrumentality PHA.

EXHIBIT A

The HUD-approved Purchase and Use Plan submitted by the Owner (which includes a project description [further detailed in Section 1.1d of Part I of the HAP Contract], a work write-up plan, the management program and evidence of management capability, the Affirmative Fair Housing Marketing Plan, tenant selection criteria, and the details of financing) is included in the Management Plan, a copy of which is attached hereto and included herein.

Exhibit B

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Project Name: Kelly-Hamilton Apartments- 4089

HUD Project Number: _____

Model Lease For Use Under:

(1) The Section 202 Program of Housing for the Elderly or Handicapped in conjunction with the Section 8 Housing Assistance Payments Program; and (2) the Section 202 Program for Nonelderly Handicapped Families and Individuals in conjunction with Section 162 assistance and Project Assistance Contracts.

This agreement made and entered into this the 1st day of March, 2024 , between Kelly-Hamilton Apartments- 4089, as LANDLORD, and CHARDELL BACON, as TENANT.

WITNESSETH

WHEREAS, the LANDLORD is the Mortgagor under a Mortgage covering the project in which the hereinafter described unit is situated, which secures a loan made by the Secretary of Housing and Urban Development (HUD) (hereinafter "Secretary") pursuant to Section 202 of the Housing Act of 1959, as amended, and

WHEREAS, the LANDLORD has entered into a Housing Assistance Payments (HAP) Contract with the Secretary, or the LANDLORD has entered into a Project Assistance Contract (PAC) with the Secretary, (STRIKE INAPPLICABLE CONTRACT), and

WHEREAS, pursuant to a Regulatory Agreement entered into between the LANDLORD and the Secretary, the LANDLORD has agreed to limit occupancy of the project to elderly or handicapped families and individuals as defined in Section 202 of the Housing Act of 1959, as amended, and applicable HUD regulations under criteria for eligibility of TENANTS for admission to Section 8 assisted units and conditions of continued occupancy in accordance with the terms and provisions of the HAP Contract, or applicable HUD regulations under criteria for eligibility of TENANTS for admission to Section 162 assisted units and conditions of continued occupancy in accordance with the terms and provisions of the PAC, (STRIKE INAPPLICABLE REGULATIONS); and

WHEREAS, the LANDLORD has determined that the TENANT is eligible to pay less than the contract rent for the described unit,

NOW THEREFORE,

1. The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD dwelling unit in the project known as Unit 32-32106, Kelly-Hamilton Apartments- 4089, for a term of one year commencing on the 1st day of March, 2024 , and ending on the 28th day of February, 2025
2. The total rent (Contract Rent) shall be \$ 1379.00 per month.



3. The total rent specified in Paragraph 2, above, shall include the following utilities:

(If the total rent includes all utilities, enter "ALL"; where TENANTS pay some or all utilities, enter the following additional paragraph as 3a.)

- a) The total rent stipulated herein does not include the cost of the following utility service(s), for which the Utility Allowance is \$ 298.00:
-

Charges for such service(s) is/are to be paid directly by the TENANT to the utility company/companies providing such service(s). If the Utility Allowance exceeds the required TENANT's share of the total housing expense per HUD-approved schedule and criteria, the LANDLORD shall pay the TENANT the amount of such excess on behalf of the Government upon receipt of funds from HUD for that purpose. (Note: Utility Allowance is not applicable to non-Section 8 tenants.)

4. Where meal service is a condition of occupancy, the charge for such meals shall be \$ _____ per month, and a mandatory meals agreement will be made a part of this lease.
5. Of the total rent, \$ 1029.00 shall be payable by or at the direction of HUD as housing assistance payments, or project assistance payments (STRIKE INAPPLICABLE PAYMENTS) on behalf of the TENANT, and \$ 350.00 shall be payable by the TENANT. These amounts shall be subject to change by reason of changes in HUD requirements, changes in the TENANT's family income, family composition, or extent of exceptional medical or other unusual expenses in accordance with HUD-established schedules and criteria; or by reason of adjustment by HUD of any applicable Utility Allowance. Any such change shall be effective as of the date stated in a Notice to the TENANT. (Note: This paragraph is not applicable to non-Section 8 tenants.)
6. The TENANT's share of the rent shall be due and payable on or before the first day of each month at 7021 Kelly St, Pittsburgh, PA, 15208-1767 to the LANDLORD, or to such other person or persons or at such places as the LANDLORD may from time to time designate in writing.
7. A security deposit equal to one month's total tenant payment or \$50, whichever is greater, shall be required at the time of execution of this Agreement. Accordingly, TENANT hereby makes a deposit of \$97.00 against any damage except reasonable wear done to the premises by the TENANT, his/her family, guests, or agents; and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the TENANT or to be applied to any such damage or any rent delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits.
8. The LANDLORD shall not discriminate against the TENANT in the provision of services or in any other manner on the grounds of race, color, creed, religion, sex, familial status, national origin, or disability.



9. Unless terminated or modified as provided herein, this Agreement shall be automatically renewed for successive terms of one month each at the aforesaid rental, subject to adjustment as herein provided.
- a) The TENANT may terminate this Agreement at the end of the initial term or any successive term by giving 30 days written notice in advance to the LANDLORD. Whenever the LANDLORD has been in material noncompliance with this Agreement, the TENANT may in accordance with State law terminate this Agreement by so advising the LANDLORD in writing.
 - b) The LANDLORD's right to terminate this Agreement is governed by the regulation at 24 CFR Part 247. The HUD Regulation provides that the LANDLORD may terminate this Agreement only under the following circumstances:
 - 1) The LANDLORD may terminate, effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed in paragraph (g) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, at the end of a term and in accordance with the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.
 - 2) Notwithstanding subparagraph (1), whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with State law and the HUD Regulation, terminate this Agreement by notifying the TENANT in the manner prescribed in paragraph (g) below.
 - c) If the TENANT does not vacate the premises on the effective date of the termination of this Agreement, the LANDLORD may pursue all judicial remedies under State or local law for the eviction of the TENANT, and in accordance with the requirements in the HUD Regulation.
 - d) The term "material noncompliance with this Agreement" shall, in the case of the TENANT, include (1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project, or (3) failure of the TENANT to timely supply all required information on the income and composition, or eligibility factors of the TENANT household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 5, or knowingly providing incomplete or inaccurate information). Nonpayment of rent or any other financial obligation due under this Agreement (including any portion thereof) beyond any



grace period permitted under State law shall constitute a substantial violation. The payment of rent or any other financial obligation due under this Agreement after the due date but within any grace period permitted under State law shall constitute a minor violation.

- e) The conduct of the TENANT cannot be deemed other good cause unless the LANDLORD has given the TENANT prior notice that said conduct shall henceforth constitute a basis for termination of this Agreement. Said notice shall be served on the TENANT in the manner prescribed in paragraph (g) below.
- f) The LANDLORD's determination to terminate this Agreement shall be in writing and shall (1) state that the Agreement is terminated on a date specified therein, (2) state the reasons for the LANDLORD's action with enough specificity so as to enable the TENANT to prepare a defense, (3) advise the TENANT that if he or she remains in the leased unit on the date specified for termination, the LANDLORD may seek to enforce the termination only by bringing a judicial action at which time the TENANT may present a defense, and (4) be served on the TENANT in the manner prescribed by paragraph (g) below.
- g) The LANDLORD's termination notice shall be accomplished by (1) sending a letter by first class mail, properly stamped and addressed, to the TENANT at his/her address at the project, with a proper return address, and (2) serving a copy of said notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by affixing the notice to the door. Service shall not be deemed effective until both notices provided for herein have been accomplished. The date on which the notice shall be deemed to be received by the TENANT shall be the date on which the first class letter provided for in clause (1) herein is mailed, or the date on which the notice provided for in clause (2) is properly given, whichever is later.
- h) The LANDLORD may, with the prior approval of HUD, modify the terms and conditions of the Agreement, effective at the end of the initial term or a successive term, by serving an appropriate notice on the TENANT, together with the tender of a revised Agreement or an addendum revising the existing Agreement. Any increase in rent shall in all cases be governed by 24 CFR Part 245 and other applicable HUD regulations. This notice and tender shall be served on the TENANT in the manner prescribed in paragraph (g) and must be received by the TENANT (as defined in paragraph (g)) at least 30 days prior to the last date on which the TENANT has the right to terminate the tenancy without being bound by the codified terms and conditions. The TENANT may accept it by executing the tendered revised Agreement or addendum, or may reject it by giving the LANDLORD written notice at least 30 days prior to its effective date that he/she intends to terminate the tenancy. The TENANT's termination notice shall be accomplished by sending a letter by first class mail, properly stamped and addressed to the LANDLORD at his/her address.
- i) The Landlord may terminate this Agreement for the following reasons:
 - 1) drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;



- 2) determination made by the Landlord that a household member is illegally using a drug;
 - 3) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - 4) criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - a. that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - b. that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 - 5) if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor; or
 - 6) if the tenant is violating a condition of probation or parole under Federal or State law;
 - 7) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - 8) if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
10. TENANT agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy with respect to the amount of rental he/she will be obligated to pay and his/her right of occupancy, and that a recertification of income shall be made to the LANDLORD annually from the date of this lease in accordance with HUD regulations and requirements. (Note: This paragraph is not applicable to non-Section 8 tenants.)
11. TENANT agrees that the TENANT's share of the monthly rental payment is subject to adjustment by the LANDLORD to reflect income changes which are disclosed on any of TENANT's recertification of income, and TENANT agrees to be bound by such adjustment. LANDLORD agrees to give 30 days written notice of any such adjustment to the TENANT, by an addendum to be made a part of this lease, stating the amount of the adjusted monthly rental which the TENANT will be required to pay. (Note: This paragraph is not applicable to non-Section 8 tenants.)
12. LANDLORD and TENANT agree that if, upon recertification, TENANT's income is found to be sufficient to pay the Contract Rent plus any Utility Allowance, the Tenant shall then be required to bear the cost of all such housing expense, but he/she will no longer be required to make income certifications under this lease.
13. The TENANT shall not assign this lease, sublet the premises, give accommodation to any roomers or lodgers, or permit the use of the premises for any purpose other than as a private dwelling solely for the TENANT and his/her family. The TENANT agrees to reside in this unit and agrees that this unit shall be the TENANT's and his/her family's only place of residence.



14. TENANT agrees to pay to the LANDLORD any rental which should have been paid but for (a) TENANT's misrepresentation in his/her initial income certification or recertification, or in any other information furnished to the LANDLORD or (b) TENANT's failure to supply income recertification when required or to supply information requested by the LANDLORD.

15. TENANT for himself/herself and his/her heirs, executors and administrators agrees as follows:

- a) To pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the LANDLORD to make any demand for the same;
- b) To keep the premises in a clean and sanitary condition, and to comply with all obligations imposed upon TENANTS under applicable provisions of building and housing codes materially affecting health and safety with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties and costs for violations or noncompliance by TENANT with any of said laws, requirements or regulations, and from all liability arising out of any such violations or noncompliance.
- c) Not to use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;
- d) That if any damage to the property shall be caused by his/her acts or neglect, the TENANT shall forthwith repair such damage at his/her own expense, and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD may, at his/her option, make such repairs and charge the cost thereof to the TENANT, and the TENANT shall thereupon reimburse the LANDLORD for the total cost of the damages so caused;
- e) To permit the LANDLORD, or his/her agents, or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employees of any contractor, utility company, municipal agency or others, to enter the premises for the purpose of making reasonable inspections and repairs and replacements;
- f) Not to install a washing machine, clothes dryer, or air conditioning unit in the apartment without the prior approval of the LANDLORD; and
- g) To permit the LANDLORD or his/her agents to bring appropriate legal action in the event of a breach or threatened breach by the TENANT of any of the covenants or provisions of this lease.

16. The TENANT is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part 5 and the pet rules promulgated under 24 CFR Part 5). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State or local law. These regulations include 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs.



Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant or visitor's disability. Optional: The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR Part 5.

17. The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary and decent condition.
18. The TENANT, by the execution of this Agreement, agrees that the dwelling unit described herein has been inspected by him/her and meets with his/her approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT. The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear excepted.
19. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing. The LANDLORD agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.
20. TENANT agrees not to waste utilities furnished by the LANDLORD; not to use utilities or equipment for any improper or unauthorized purpose; and not to place fixtures, signs, or



fences in or about the premises without the prior permission of the LANDLORD in writing. If such permission is obtained, TENANT agrees, upon termination of the lease, to remove any fixtures, signs or fences, at the option of the LANDLORD, without damage to the premises.

21. This Agreement shall be subordinate in respect to any mortgages that are now on or that hereafter may be placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Agreement, and the TENANT agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this Agreement to any such mortgage or mortgages and a refusal to execute such instruments shall entitle the LANDLORD, or the LANDLORD's assigns and legal representatives to the option of cancelling this Agreement without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.
22. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.
23. Tenants' rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.
24. Interim recertifications.
 - a) The TENANT agrees to advise the Landlord immediately if any of the following changes occur.
 - 1) Any household member moves out of the unit.
 - 2) Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - 3) The household's income cumulatively increases by \$200 or more a month.
 - b) The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent.
 - c) If the Tenant does not advise the Landlord of the interim changes concerning household members or increase in income, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.



- d) The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

25. Removal of Subsidy:

- a) The Tenant understands that assistance made available on his/her behalf may be terminated if events in either item 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.
 - 1) The Tenant does not provide the Landlord with the information or reports required by paragraph 10 or 24 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.
 - 2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.
- b) The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
- c) Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

- 26. Failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the LANDLORD's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- 27. In return for the TENANT's continued fulfillment of the terms and conditions of this Agreement, the LANDLORD covenants that the TENANT may at all times, while this Agreement remains in effect, have and enjoy for his/her sole use and benefit the above described property.
- 28. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.
- 29. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of the Agreement and the following attachments to the Agreement and understands that these attachments are part of the Agreement.



OMB Approval No. 2502-0204

- a) Attachment No. 1 - Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059.
- b) Attachment No. 2 - Unit Inspection Report.
- c) Attachment No. 3 - House Rules (if any).
- d) Attachment No. 4 - Pet Rules.

WITNESS:

Date: _____	By: _____	Landlord
Date: _____	By: _____	Tenant
Date: _____	By: _____	Tenant
Date: _____	By: _____	Tenant
Date: _____	By: _____	Tenant

Public reporting burden - HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants.

This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.



- a) Attachment No. 1 - Owner's Certification
Rent Procedures, form HUD-50059
b) Attachment No. 2 - Unit Inspection Report.
c) Attachment No. 3 - House Rules (if any).
d) Attachment No. 4 - Pet Rules.

WITNESS:

Date: 7-23-25

Date: 7-23-25

Date: _____

Date: _____

Date: _____

By: Laverne Jackson Landlord

By: Charles S. B. Tenant

By: _____ Tenant

By: _____ Tenant

By: _____ Tenant

Public reporting burden - HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in providing rental assistance to the tenants.

Information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover requirements and provisions. This information is considered non-sensitive and does not require any special protection.

Exhibit C



60 2023 00004850

Jessica Garofolo
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2023-4850

BK-DE VL-19219 PG-579

Recorded On: March 01, 2023

As-Deed

Parties: WASHINGTON NANCY D

To HAMILTON KELLY APT L L C

of Pages: 15

Comment:

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

Deed 181.75
0
0
Total: 181.75

Realty Transfer Stamp

Affidavit Attached-No	Stamp Num-T4010
PITTSBURGH 2020	
Ward-13-Homewood	
Value	57,500.00
Commonwealth of Pennsylvania	575.00
Munic-Pittsburgh City of	1,725.00
School District-Pittsburgh	575.00
Munic-Penalty	0.00
Munic-Interest	0.00
School-Penalty	0.00
School-Interest	0.00
	2,875.00

Department of Real Estate Stamp

Certified On/By-> 03-01-2023 / Theresa Greil	
0174A00336000000	0175C00377000000
0125M00215000000	0175H00101000000
0175C00345000000	0125H00104000000
0125H00195000000	0125H00196000000
0175C00373000000	0174K00385000A00
0174P00308000000	0174R00089000000
0174P00114000000	0174P00090000000
0174P00084000000	0174R00212000000
0174R00092000000	

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: 2023-4850
Receipt Number: 4220206
Recorded Date/Time: March 01, 2023 01:30:06P
Book-Vol/Pg: BK-DE VL-19219 PG-579
User / Station: M Ward-Davis - CASH 06

AGS
WILL CALL
PITTSBURGH PA 15219



Jessica Garofolo

Jessica Garofolo, Director
Rich Fitzgerald, County Executive

539036 DRE Certified
01-Mar-2023 10:20\Int By: Theresa Greil

Prepared by & Return to:
Brendan A. O'Regan, Esq.
Troutman Pepper Hamilton Sanders LLP
401 9th Street NW, Suite 1000
Washington, DC 20004

AGS
WILL CALL

Tax Parcel Nos.:

125-H-104	125-H-195	125-H-196	125-M-215
174-A-336	174-K-385-A	174-P-84	174-P-90
174-P-114	174-P-308	174-R-89	174-R-92
174-R-212	175-C-345	175-C-373	175-C-377
175-H-101			

SPECIAL WARRANTY DEED

THIS DEED, made the 12th day of December, 202²²3, between **NANCY D. WASHINGTON**, a Pennsylvania resident; **LARA WASHINGTON, Authorized Trustee under the NANCY D. WASHINGTON IRREVOCABLE TRUST**, dated December 28, 2020 (together, "Grantor"); and **KELLY HAMILTON APTS LLC**, a Delaware limited liability company ("Grantee").

WHEREAS, under the terms of the Nancy D. Washington Irrevocable Trust, dated December 28, 2020 (the "Trust"), the majority of the Trustees of the Trust may authorize the sale of property and, William R. Collier, Lara Washington, and Linda Armstrong, constituting a majority of the Trustees of the Trust, pursuant to that certain Action of the Trustees of the Trust, effective as of March 1, 2022, did thereby authorize Lara Washington, acting individually, to deliver this Deed on behalf of the Trust.

WITNESSETH, that Grantor, for and in consideration of the sum of FIFTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$57,500.00) lawful money of the United States of America, paid by Grantee to Grantor at or before the sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and hereby grants, bargains and sells, aliens, enfeoffs, releases and confirms to Grantee, its successors and assigns or heirs, executors, administrators and assigns, as applicable, all of the lands described on Exhibit A attached hereto (the "Lands").

TOGETHER with, all and singular, (a) the buildings, improvements, fixtures, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever belonging or in anywise pertaining thereto, (b) the reversions and remainders, rents, issues and profits thereof, and (c) all the estate, right, title, interest, property, claim and demand whatsoever of Grantor, in law, equity or otherwise, of, in, and to the same and every part thereof, (the Lands described in Exhibit A, together with the matters hereinabove described, hereinafter referred to collectively as the "Property").

UNDER AND SUBJECT to those matters set forth on Exhibit B, attached hereto.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns or heirs, executors, administrators and assigns, as applicable, to and for the only proper use and behoof of Grantee, its successors and assigns or heirs, executors, administrators and assigns, as applicable, forever.

UNDER AND SUBJECT as aforesaid.

AND GRANTOR, for its successors and assigns or heirs, executors, administrators and assigns, as applicable, hereby covenants and agrees to and with Grantee, its successors and assigns or heirs, executors, administrators and assigns, as applicable, that it will, under and subject as aforesaid, WARRANT SPECIALLY AND FOREVER DEFEND the Property hereby conveyed.

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/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 Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.

Witness: [Signature]

By: [Signature]
Nancy D. Washington

ACKNOWLEDGMENT

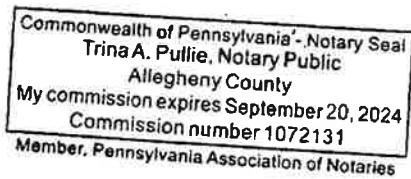
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Allegheny : SS

On this, the 20th day of December, 2022, before me, the undersigned officer, personally appeared Nancy D. Washington, known to me (or satisfactorily prove) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

[Signature]
Notary Public

My Commission Expires:



**NANCY D. WASHINGTON IRREVOCABLE
TRUST**

Witness: Heidi Taylor

By: Lara Washington
Name: Lara Washington
Trustee

ACKNOWLEDGMENT
(Corporate)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Allegheny : SS

On this, the 12th day of December, 2022, before me, the undersigned officer,
personally appeared Lara Washington, who acknowledged himself/herself to be the
Trustee of the Nancy D. Washington Irrevocable Trust, and as such Trustee, and being
authorized to do so, executed the foregoing instrument for the purposes therein contained by
signing the name of the Nancy D. Washington Irrevocable Trust by himself/herself as Trustee.

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

Trina A. Pullie
Notary Public

My Commission Expires:

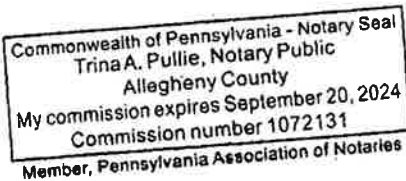


EXHIBIT A

LEGAL DESCRIPTION

(1)

ALL those certain lots of land situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being the northerly part of Lots Nos. 52, 53 and 54 in the Robinson and Dickie Plan of Lots, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 8, page 327, bounded and described as follows:

BEGINNING on the southerly side of Fletcher Way distant 75 feet westwardly from Lang Avenue and at the dividing line between Lots Nos. 51 and 52 in said plan; thence by said dividing line, South 20 degrees 15' West 60 feet to a point; thence North 69 degrees 45' West by a line parallel with Fletcher Way, 75 feet to the dividing line between Lots Nos. 54 and 55 in said plan; thence by said dividing line, North 20 degrees 15' East 60 feet to the southerly side of Fletcher Way, South 69 degrees 45' East 75 feet to the place of beginning.

HAVING erected thereon a two-story brick dwelling known as 7056-7058-7060-7062 and 7064 Fletcher Way.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 174-A-336.

(2)

ALL that certain lot of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of the northerly line of Hamilton Avenue with the westerly line of Hale Street; thence along the said northerly line of Hamilton Avenue North 71 degrees 55' West, 17.40 feet to a point; thence North 18 degrees 5' East 72.91 feet to a point; thence South 71 degrees 55' East, 17.40 feet to the said westerly line of Hale Street; and thence along the said westerly line of Hale Street South 18 degrees 5' West, 72.91 feet to the place of beginning. Being the southerly portion of Lot No. 189 as laid out in the Bank of Commerce Addition Plan recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 8, page 98.

HAVING erected thereon a two-story brick dwelling known as No. 7743 Hamilton Avenue.

TOGETHER with and subject to the right of ingress, egress and regress in common with William J. Wallace, his heirs and assigns, owners, users and occupiers in and to and over a certain alley or walkway situate between the easterly line of house No. 7741 Hamilton Avenue and the westerly line of 7743 Hamilton Avenue, all of which is shown on survey of Plan of petition of the Estate of William F. Wallace hereinafter referred to. Said alley or walkway to exist or remain as an easement only so long as either of the above numbered houses remain on the land and shall extend back from Hamilton Avenue as an entrance to the rear of each house and no further.

BEING purport A-1 allotted to Hilda Wallace Feeney in the Estate of William F. Wallace, deceased, at No. 2526 of 1940, Partition Docket 54, page 39.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 175-C-377.

(3)

ALL that certain parcel of land situate in the 12th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the southwest corner of Kelly and North Murtland Streets; thence along North Murtland Street, South 20 degrees 10' West 72.12 feet to a point; thence North 69 degrees 50' West 139.15 feet to a point; thence North 20 degrees 10' East 72.12 feet to the south line of Kelly Street; thence along Kelly Street, South 69 degrees 50' East, 139.15 feet to the place of beginning.

HAVING erected thereon two two-story brick rows of five dwellings known as 6954-6956-6958-6960 and 6962 Kelly Street; and 6944-6946-6948-6950 and 6952 Kelly Street.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 125-M-215.

(4)

ALL that certain parcel of land situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southerly side of Tioga Street distant 93.33 feet east of Rosedale Street; thence along Tioga Street, South 65 degrees East 46.67 feet to a point on the line of land now or formerly of J. Baxter; thence along said line, South 25 degrees West 132 feet to a line of land now or formerly of Emma Taylor; thence by said line North 65 degrees West 46.67 feet to a line of land now or formerly of A. Buck; thence by said line, North 25 degrees East 132 feet to the place of beginning.

HAVING erected thereon three two and one-half story brick dwellings known as 7912-7914-7916 Tioga Street.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 175-H-101.

(5)

ALL that certain lot of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 207 in Mellon's Plan called Bank of Commerce Addition, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 8, pages 98 and 99, bounded and described as follows:

BEGINNING at a pin on the southeasterly corner of Hamilton Avenue (formerly Grazier Street) and Hale Street (formerly Harriet Street); thence South 71 degrees 55' East, along the southerly line of said Hamilton Avenue, a distance of 80 feet to a pin at the corner of Lot No. 208 in said plan; thence South 18 degrees 5' West along the dividing line of Lots Nos. 208 and 207, a distance of 59.74 feet to a pin on the northerly line of Mulford Street; thence North 89 degrees 15' West along the northerly line of Mulford Street, a distance of 83.80 feet to a pin on the northeasterly corner of Mulford Street and Hale Street; thence North 18 degrees 05' East along the easterly line of Hale Street, a distance of 84.71 feet to the place of beginning.

HAVING erected thereon five two and one-half story brick dwellings known as 7800-7802-7804-7806 and 7808 Hamilton Avenue.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 175-C-345.

(6)

ALL those certain lots of ground situate in the 12th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 inclusive in the East End Life Insurance and Improvement Trust Company's Plan recorded in the Recorder's Office of Allegheny County in Plan Book Volume 6, page 204, bounded and described as follows:

BEGINNING at the northwesterly corner of Frankstown Avenue and North Murtland Streets; thence along the northerly line of said Frankstown Avenue North 72 degrees West 260.04 feet to Gerritt Street, formerly Marchand Street; thence along said Gerritt Street, North 18 degrees East, 135 feet to a 240 feet alley in said plan known as Forest Way; thence along said Way South 72 degrees East 260.04 feet to the westerly side of North Murtland Street aforesaid; thence along said North Murtland Street, South 18 degrees West 135 feet to Frankstown Avenue at the place of beginning.

HAVING erected thereon five two-story brick dwellings separately designated as (1) 6965-6967-6969-6971 Frankstown Avenue; (2) 6963 Frankstown Avenue; (3) 6955-6957-6959-6961 Frankstown Avenue; (4) 6949-6949 ½ - 6951-6951 ½ - 6953 - 6953 ½ Frankstown Avenue and (5) 904-906-908-910 Gerritt Street.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 125-H-104.

(7)

ALL that certain lot of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being parts of Lots Nos. 24, 25 and 26 in a certain plan of lots laid out by Daniel McGurk, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 5, page 293, bounded and described as follows:

BEGINNING at the southeastern corner of Idlewild Avenue and North Murtland Avenue; thence extending eastwardly along Idlewild Avenue, South 71 degrees East, 75 feet to a pin at the dividing line between Lots Nos. 23 and 24 in the aforesaid plan; thence by said line South 19 degrees West, a distance of 93.34 feet to a point; thence in a westerly direction, North 71 degrees West, a distance of 75 feet to the easterly line of North Murtland Avenue; thence in a northerly direction along North Murtland Avenue, North 19 degrees East, a distance of 93.34 feet to the place of beginning.

HAVING erected thereon two two-story brick dwellings known as (1) 932-934-936 and 938 North Murtland Avenue; and (2) 924-926-928-930 North Murtland Avenue.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lots 125-H-195 and 125-H-196.

(8)

ALL that certain lot of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the northeasterly corner of Hamilton Avenue and Hale Street; thence extending along Hamilton Avenue, South 71 degrees 55' East 25 feet to the line of lot conveyed by deed dated April 7, 1905 to Orlando M. Burgess; thence along the line of the last mentioned lot North 18 degrees 05' East and parallel with Hale Street, 90 feet to the line of another lot conveyed by deed dated April 7, 1905, to the said Orlando M. Burgess; thence along the line of the last mentioned lot, North 71 degrees 55' West and parallel with Hamilton Avenue 25 feet to Hale Street; thence along Hale Street, South 18 degrees 05' West 90 feet to the place of beginning.

HAVING erected thereon a two and one-half story dwelling known as 7801 Hamilton Avenue.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 175-C-373.

(9)

ALL that certain lot of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 172 in R. M. Kennedy's Plan of Lots, as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 6, page 243, bounded and described as follows:

BEGINNING at the northeasterly corner of Kelly Street and Sterrett Street; thence along the northerly side of Kelly Street, South 71 degrees 45' East 15.56 feet to the line of land now or late of Hersh Mussoff; thence by said land of Mussoff, North 18 degrees 15' East 64.96 feet to a point on line of other land now or late of Hersh Mussoff; thence by said land, North 71 degrees 45' West 15.56 feet to the easterly side of Sterrett Street; thence along said side of Sterrett Street, South 18 degrees 15' West 64.96 feet to the place of beginning.

HAVING erected thereon a three-story building known as 7301 Kelly Street.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 174-K-385-A.

(10)

ALL those certain lots or pieces of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 28, 29, 30 and 31 in Mellon's Plan of Lots known as Bank of Commerce Addition of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 8, pages 98 and 99, being bounded and described as follows:

BEGINNING at the intersection of the southerly line of Kelly Street with the westerly line of North Braddock Avenue (formerly Park Street); thence along the southerly line of Kelly Street North 71 degrees 55' West a distance of 160 feet to the line dividing Lots Nos. 27 and 28 in said Bank of Commerce Addition Plan; thence along the said dividing line between Lots 27 and 28 in said Plan South 18 degrees 05' West, a distance of 135.39 feet to a point on the northerly line of Formosa Way; thence along the northerly line of Formosa Way South 71 degrees 55' East a distance of 160 feet to the westerly line of North Braddock Avenue; thence along the westerly line of North Braddock Avenue North 18 degrees 05' East a distance of 135.39 feet to the place of beginning.

HAVING erected thereon ten units known as 7578 to 7596 inclusive, Kelly Street, four units known as 617 to 623 inclusive, North Braddock Avenue and five units known as 7578 to 7586 inclusive, Formosa Way.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 174-P-308.

(11)

ALL those certain lots or pieces of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 86 and 87 in Mellon's Plan of Lots known as Bank of Commerce Addition of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 8, pages 98 and 99, being bounded and described as follows:

BEGINNING at the intersection of the southerly line of Kelly Street with the easterly line of North Braddock Avenue (formerly Park Street); thence along the southerly line of said Kelly Street South 71 degrees 55' East a distance of 80 feet to a point at the dividing line of Lots Nos. 86 and 85 in said Bank of Commerce Addition Plan of Lots; thence along said dividing line between Lots Nos. 86 and 85 in said Plan South 18 degrees 05' West a distance of 137.39 feet to a point on the northerly line of Formosa Way; thence along

the said northerly line of Formosa Way North 71 degrees 55' West a distance of 80 feet to a point on the easterly line of North Braddock Avenue; thence along said easterly line of North Braddock Avenue North 18 degrees 05' East, a distance of 137.39 feet to the point at the place of beginning.

HAVING erected thereon five units known as 7600 to 7608 inclusive, Kelly Street and four units known as 614-620 inclusive, Braddock Avenue.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 174-R-89.

(12)

ALL those certain lots or pieces of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being the easterly one-half of Lot No. 271 and all of Lots Nos. 272 and 273 in R. M. Kennedy's Plan of Lots at Homewood Station, Pennsylvania Railroad, laid out for W. N. Riddle and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 6, at page 243, being further bounded and described as follows:

BEGINNING on the southerly line of Hamilton Avenue (formerly Grazier Street) at the center of Lot No. 271 in said R. M. Kennedy's Plan of Lots and distant 102 feet westwardly from the City Line; thence southwardly through the center of Lot No. 271 and at right angles with Hamilton a distance of 178 feet, more or less, to line of land now or late of Rich's; thence along said Rich's line South 56 degrees 05' East a distance of 135.57 feet, more or less, to the City Line; thence along said City Line North 10 degrees 40' East a distance of 217 feet to the southerly line of Hamilton Avenue aforesaid; and thence westwardly along the southerly line of Hamilton Avenue a distance of 102 feet to the place of beginning.

HAVING erected thereon three two-story brick dwellings known as 7520, 7522, 7524, 7524 ½, 7526 and 7526 ½, inclusive, Hamilton Avenue and eight two-story brick dwellings known as 7507 through 7521 inclusive, Alsace Way.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 174-P-114.

(13)

ALL those certain lots or pieces of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being all of Lots Nos. 264 and 265 and the westerly one-half of Lot No. 266 and part of Lot No. 263 in R. M. Kennedy's Plan of Lots at Homewood Station, Pennsylvania Railroad, laid out for W. N. Riddle and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 6, at page 243, and also part of Lot No. 1 in the Emma Panke Plan of record in the said Recorder's Office in Plan Book Volume 24 at page 143, being further bounded and described as follows:

BEGINNING at a point on the southerly line of Hamilton Avenue at the center line of Lot No. 266 as laid out in said R. M. Kennedy's Plan; thence along said southerly line of Hamilton Avenue, North 71 degrees 45' West a distance of 175.53 feet to a point which is on the extension of a line dividing dwellings Nos. 7356 and 7354 Hamilton Avenue; thence along the said extension of a line dividing said dwellings South 18 degrees 15' West a distance of 66.89 feet to the southerly line of Lot No. 1 in the Emma Panke Plan; thence along the same, North 71 degrees 45' East a distance of 27.63 feet to the southerly line of the aforesaid R. M. Kennedy's Plan; thence along the same, South 56 degrees 05' East a distance of 153.61 feet to the center of the aforesaid Lot No. 266 in said R. M. Kennedy's Plan; thence along the same, North 18 degrees 15' East a distance of 108.37 feet to the southerly line of Hamilton Avenue at the place of beginning.

HAVING erected thereon a row of eleven two-story brick dwellings known as 7356 and 7376 inclusive, Hamilton Avenue.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 174-P-90.

(14)

ALL those certain lots or pieces of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being all of Lot No. 262 and part of Lots Nos. 261 and 263 in R. M. Kennedy's Plan of Lots at Homewood Station, Pennsylvania Railroad, laid out for W. N. Riddle and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 6, at page 243, and being part of Lot No. 1 in the Emma Panke Plan as recorded in the said Recorder's Office in Plan Book Volume 24 at page 143, being further bounded and described as follows:

BEGINNING at the intersection of the southerly line of Hamilton Avenue with the easterly line of North Dunfermline Street; thence along said southerly line of Hamilton Avenue, South 71 degrees 45' East a distance of 175.88 feet to the extension of a line dividing the dwellings at Nos. 7354 and 7356 Hamilton Avenue; thence along said extension of the line dividing said dwellings, South 18 degrees 15' West a distance of 66.89 feet to the southerly line of Lot No. 1 in the said Emma Panke Plan; thence along the same and parallel to Hamilton Avenue, North 71 degrees 45' West a distance of 189.13 feet to the easterly line of North Dunfermline Street; thence along the same North 29 degrees 27' East a distance of 68.19 feet to the southerly line of Hamilton Avenue at the place of beginning.

HAVING erected thereon a row of eleven two-story brick dwellings known as Nos. 7334 and 7354 inclusive, Hamilton Avenue.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 174-P-84.

(15)

ALL those certain lots or pieces of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 179 and the adjoining ten feet of Lot No. 178 in Mellon's Plan of Lots called "Bank of Commerce Addition" of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 8, at pages 98 and 99, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly line of Neuman Way, a distance of 140 feet southwardly from the intersection of the westerly line of Neuman Way with the southerly line of Kelly Street; thence North 71 degrees 55' West and parallel with the line dividing Lots Nos. 178 and 179 in said "Bank of Commerce Addition" Plan a distance of 61.09 feet to a point on the easterly line of land now or late of Findley C. Wylie, et ux.; thence along said easterly line of land now or late of Findley C. Wylie, et ux. and continuing along the easterly line of land now or late of William F. Frederick, et ux. South 18 degrees 05' West a distance of 60 feet to a point on the dividing line of Lots Nos. 179 and 180 in said Plan; thence South 71 degrees 55' East along the said dividing line between Lots Nos. 179 and 180 a distance of 61.09 feet to a point on the westerly line of Neuman Way; thence along said westerly line of Newman Way North 18 degrees 05' East a distance of 60 feet to the point at the place of beginning.

BEING known as 308 to 314 inclusive, Neuman Way.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 174-R-212.

(16)

ALL that certain lot or piece of ground situate in the 13th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 85 in the Bank of Commerce Addition Plan of Lots as

recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 8, at pages 98 and 99.

BEING known and designated in the Deed Registry Office of Allegheny County, Pennsylvania as Block and Lot 174-R-92.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Rights of tenants under all residential leases.
2. Taxes for the year 2023 and subsequent years, not yet due and payable.
3. Subject to all matters set forth in the following Plan of Lots:
 - a. Robinson and Dickie Plan of Lots, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 8, page 327;
 - b. Mellon's Plan called Bank of Commerce Addition, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 8, pages 98 and 99;
 - c. East End Life Insurance and Improvement Trust Company's Plan recorded in the Recorder's Office of Allegheny County in Plan Book Volume 6, page 204;
 - d. Daniel McGurk, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 5, page 293;
 - e. R. M. Kennedy's Plan of Lots, as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 6, page 243;
 - f. R. M. Kennedy's Plan of Lots at Homewood Station, Pennsylvania Railroad, laid out for W. N. Riddle and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 6, at page 243;
 - g. Emma Panke Plan of record in the said Recorder's Office in Plan Book Volume 24 at page 143.
4. As to Parcel (2): TOGETHER with and subject to the right of ingress, egress and regress in common with William J. Wallace, his heirs and assigns, owners, users and occupiers in and to and over a certain alley or walkway situate between the easterly line of house No. 7741 Hamilton Avenue and the westerly line of 7743 Hamilton Avenue, all of which is shown on survey of Plan of petition of the Estate of William F. Wallace hereinafter referred to. Said alley or walkway to exist or remain as an easement only so long as either of the above numbered houses remain on the land and shall extend back from Hamilton Avenue as an entrance to the rear of each house and no further.

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/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 Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Certificate of Residence

I do hereby certify that the **Tax Billing Address**
of the within named grantee/s is

Kelly Hamilton Apts LLC
c/o Jonathan Weiss
46 Main Street, Suite 339
Monsey, NY 10952

I do hereby certify that the **Owner Mailing Address**
of the within named grantee/s is

Kelly Hamilton Apts LLC
c/o Jonathan Weiss
46 Main Street, Suite 339
Monsey, NY 10952

Witness my hand this 23 day of Feb, 2023.



Exhibit D

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

Anne Puluka¹
Kevin Quisenberry²
COMMUNITY JUSTICE PROJECT
100 Fifth Avenue, Suite 900
Pittsburgh, PA 15222
Tel: 412-434-6002
Fax: 412-434-5706
E-mail: apuluka@cjplaw.org
kquisenberry@cjplaw.org

-and-

Douglas G. Leney
ARCHER & GREINER, P.C.
1025 Laurel Oak Road
Voorhees, NJ 08043
Tel: 215-963-3300
Fax: 215-963-9999
E-mail: dleney@archerlaw.com

Counsel for Creditor, Chardell Bacon

In re:

CBRM REALTY INC.,

Debtors.³

Chapter 11

Case Number: 25-15343 (MBK)
(Jointly Administered)

**DECLARATION OF CHARDELL BACON IN SUPPORT OF HER: (1) OBJECTION TO
JOINT CHAPTER 11 PLAN OF CBRM REALTY INC. AND CERTAIN OF ITS DEBTOR
AFFILIATES AND TO APPROVAL OF THE KELLY HAMILTON SALE
TRANSACTION, AND (2) MOTION TO CERTIFY CLASS OF OBJECTORS
PURSUANT TO BANKRUPTCY RULES 9014 AND 7023**

¹ *Pro Hac Vice* admission pending.

² *Pro Hac Vice* admission pending.

³ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

I, Chardell Bacon, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I reside at 926 North Murtland Street in Pittsburgh, Pennsylvania, which is a second-floor apartment unit in the Kelly Hamilton portfolio. My building is a townhouse, and I share a basement with the lower unit. There are four units in my building.
2. I have lived in that unit since 2018. My 12-year-old and 7-year-old sons and 2-year-old daughter live with me.
3. The conditions of my unit have deteriorated steadily under the current ownership, and the conditions are affecting my health and the health of my children.
4. It has been extremely difficult, and mostly impossible, to get maintenance work completed in my unit under the current owner and management.
5. I have submitted work orders that were never answered.
6. An agent in the management office told me that there was no money to pay for repairs.
7. At times, I called the management office only to discover the phone line was disconnected.
8. The banister in the common area stairwell to my unit is missing a baluster, leaving a gap over the stairs. The gap is large enough that I worry my daughter could fall through the opening. Additionally, the light at the bottom of the steps flickers and does not work consistently.
9. There is a growing hole in the center of my dining room ceiling, with the plaster cracking and falling off in chunks. I have had to move everything out of that room and no longer use it.

10. My unit has not been painted since I've moved in, and my daughter can pull large flakes of deteriorating paint from the walls.
11. My unit has frequent pest infestations, including rodents and insects. Currently, the entire unit is infested with roaches. I have attempted to treat the issue with cleaning, Raid, and other available pest infestation treatments, to no success. Management told me that I cannot bug bomb the unit myself. An exterminator was supposed to treat my unit during the week of August 18, 2025, and never showed up.
12. Many of the electrical outlets in my unit are covered in cockroach tracks.
13. There is a severe leak under my bathroom sink that has caused flooding in my unit and in the unit below. The leak is so bad that maintenance turned off the water to the sink entirely, and I have not been able to use it for a year.
14. The vinyl tile in my bathroom floor is mislaid, and wooden beams are visible underneath. Water has repeatedly soaked the wood and there is an odor of rotting wood throughout the entire unit as a result.
15. Last year, a contractor hired by Lynd treated mold in my bathroom by spray-painting the area white without cleaning the mold or determining the cause.
16. The floor in the dining room is soft in some areas, and I worry that I or my children will fall through the floor.
17. My oven has been broken since the beginning of this year. When I've asked for a repair, individuals at the management office told me that the ignitor must be replaced, and the part is on back order. As a result, I have not been able to use my oven for months.
18. The back of my refrigerator is infested with roaches, and I have to frequently spray the seal with bug spray to prevent them from entering the refrigerator.

19. In November of 2024, someone in the apartment downstairs accidentally discharged a rifle into the ceiling that traveled through my bedroom floor. The tenant, who was a maintenance employee of Kelly Hamilton, spackled the ceiling, and the hole in my floor was never repaired. I have covered the hole with my mattress.
20. Local teenagers broke a pane in the window in my sunroom in or about April of 2024. When a contractor came to my unit to complete repairs, they removed the broken pane without replacing it, such that the window is no longer insulated.
21. I have visited my neighbors' units over the past two years, and they are in similar or worse condition. I frequently talk with my neighbors about our difficulties getting maintenance and the deplorable conditions of our homes.
22. For example, a neighbor who lives on Mulford Street did not have a working refrigerator for months. My downstairs neighbor reports that water leaks into his living room from an unknown source, unrelated to leaks in my unit. My basement, and several of my neighbors' basements, have water intrusion and sewage backup. Many of my neighbors are also dealing with mouse or insect infestation. One unit across the street from my home is currently boarded up after a car hit the front.
23. A real estate professional with management or hired by management first visited my unit in August of 2025 and took note of all of the problems. That same day, they submitted work orders to address my bathroom floor and sink, peeling paint, and dining room ceiling damage. Still, no maintenance has been done.
24. I have also had significant difficulty getting any administrative help from the management office throughout the current ownership.

25. I recall three management companies at the property since the current owner took over.

Each time a new management company started, the computer system would shut down and the office was unable to process paperwork for an extended period. The new companies would tell me that the prior one did not maintain my file and income documentation.

26. I am supposed to receive a utility reimbursement check each month as part of my housing subsidy. I have only received one check in 2025. My neighbors have told me they are not receiving their utility checks either. Terri, an employee of Lynd Management, told me that we would not receive our checks until September 2025, at the earliest.

27. Prior to October or November of 2024, I was unemployed and did not have to make rent payments. Once I started working, I reported that income to the rental office. I repeatedly reached out to the management office to find out what my rent payment would be and did not get a response.

28. In the past, I recertified my income annually with the management office in January. I again went to the office and submitted my income paperwork in January of 2025, but again, I was not told what my rent payment would be for months.

29. Management asked me to return and resubmit the paperwork in March of 2025 because they did not have the necessary paperwork.

30. In July of 2025, I received two notices of termination of my subsidy on my door on the same day. One was dated July 10, 2025 and the other was dated July 18, 2025. The notices calculated alleged arrears at \$7,089.00 based on market rent from March of 2025 onward, as if I no longer qualified for my rental subsidy. True and correct copies of those notices are attached hereto.

31. When I met with management to recertify my income, an agent recalculated my rent as \$723 for the months of December 2024 through February 2025, \$499 for the month of March 2025, and \$350 per month for April 2025 onward. I do not know how they calculated those figures, but I agreed to a payment plan to avoid an eviction filing.

32. Lynd Management has told me that I owe \$4,825 in back rent and late fees accrued since December of 2024, even though they did not tell me what my rent payment would be until July of 2025.

33. I would like to move to a new home in this community, where my children have grown up. I am afraid that I will be rejected if I apply to move due to the alleged outstanding balance on my rent ledger.

34. I submitted a claim in this matter on July 28, 2025, for damages due to the conditions of my unit and the administrative errors. A true and correct copy of that claim is attached to my Objection as Exhibit E.

35. Jessica Durkin, an employee of the Community Justice Project, took photographs of my unit on August 23, 2025, which are attached hereto. The photographs are true and accurate representations of the condition of my unit on that date.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: August 26, 2025

/s/ Chardell Bacon

Chardell Bacon



NOTICE OF TERMINATION OF ASSISTANCE

Date: July 10, 2025

32-32106

CHARDELL BACON
926 N. MURLAND STREET
Pittsburgh, PA 15208

Dear CHARDELL BACON:

Our records indicate that you were previously sent notices requesting your attendance for an interview to complete your annual recertification. Since you did not respond and failed to recertify, your subsidy was terminated on 2/28/2025, and your monthly rent was raised to \$1,379.00, which is the market/contract rate for your unit, effective 3/1/2025.

As of the date of this mailing, you still have not completed your annual recertification, and you have an outstanding balance of \$ \$7,089.00. If you fail to pay the increased rent, the owner may terminate your tenancy and seek to enforce the termination in court.

In order to restore your subsidy, you, and all adult household members, must meet with members from the Management / Compliance Department on 7/15/2025 at 2:00PM, and supply all required documentation to determine if your household is still eligible for assistance. If you do not meet with your Property Manager and supply the required information by the date listed above, your subsidy assistance will remain terminated, and Management will begin eviction proceedings for failure to comply and non-payment of rent.

Please contact your Property Manager at (412)441-6100 to confirm your appointment, or if you have any questions.

Sincerely,

Terri Hurd

Terri M. Hurd
Director of Compliance
Lynd Management Group

Cc: Property Manager
Resident File



2nd and

Final Notice of Termination

DATE: 7/18/2025

Dear Resident, this notice is to inform you that you are in non-compliance of your lease and will receive a **30-Day** notice to Vacate the Unit. All required documentation and information **MUST** be received in the office no later than **7/21/2025**, if not received a **30-Day Notice** will be mailed out **7/22/2025 to vacate by 8/21/2025**.

Thank you,

Mary Woods
Property Manager

For the review, please bring to your interview the following information:

- 1). Social Security card or other proof of number for every person in your household (if not already provided).
- 2). All sources of **income**, including Social Security, SSI, AFDC, Wages (Please bring W-2 and last 4-6 months' pay stubs), Contributions, Interest, Child Support, pensions, alimony and annuities.

NOTE: If income is self-employment, please bring your current form 1040.

- 3). All pages, last 6 months bank statements for **Checking**; most recent statement of **Savings, IRA, CD** Accounts; **Direct Express Debit card** account balance, obtained in the last 120 days.

- 4). Real Estate, other **Assets**

- 5). Stocks, Bonds, other holdings, cash value of Life Insurance

6). **Expenses:**

a. Medical (Only for families where Head or Spouse is: 62 or older, disabled or handicapped) Includes prescriptions and all medical expenses the family has paid in the last 12 months and expects to pay in the next 12 months

b. Handicap Assistance (only if family member works)

c. Child Care (12 and under, if adults work, looking for work or attending school)

- 7). Most recent copy of your utility bill, if applicable.











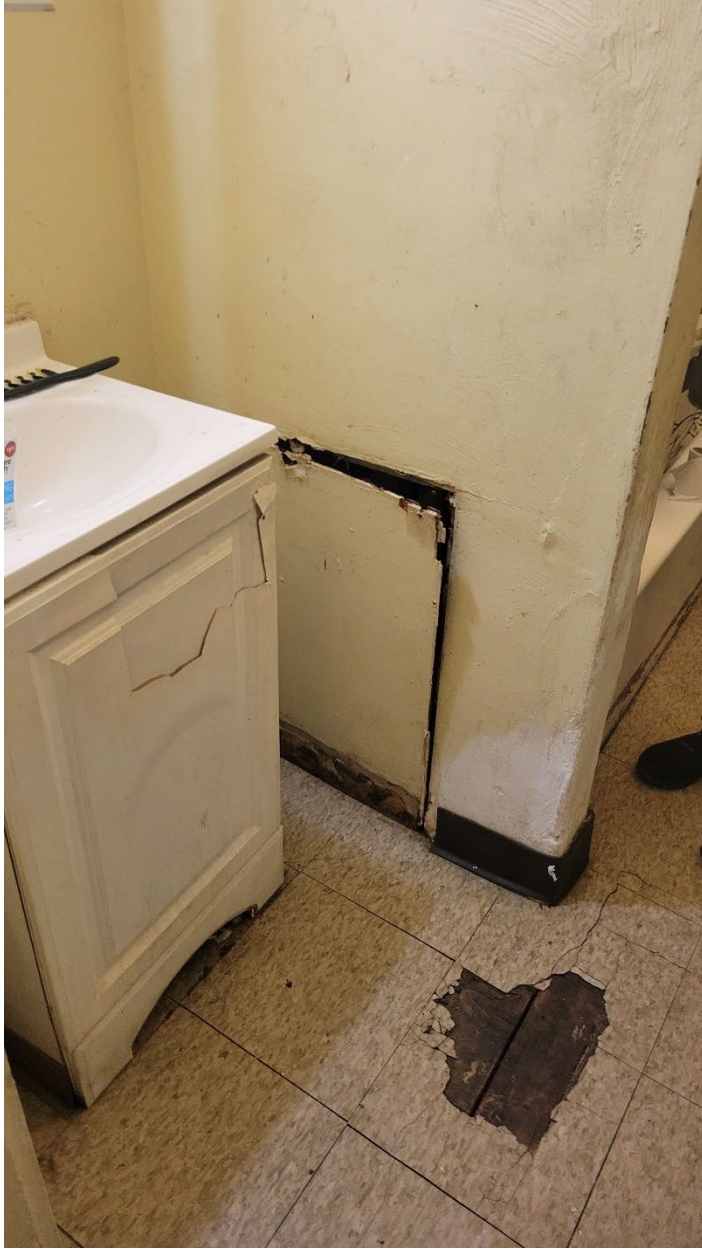
































Exhibit E

United States Bankruptcy Court for the District of New Jersey

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|---|--|---|
| <input type="checkbox"/> CBRM Realty Inc. (Case No. 25-15343) | <input type="checkbox"/> RH Chenault Creek LLC (Case No. 25-15349) | <input type="checkbox"/> RH New Orleans Holdings LLC (Case No. 25-15348) |
| <input type="checkbox"/> Crown Capital Holdings LLC (Case No. 25-15351) | <input type="checkbox"/> RH Copper Creek LLC (Case No. 25-15346) | <input type="checkbox"/> RH New Orleans Holdings MM LLC (Case No. 25-15347) |
| <input checked="" type="checkbox"/> Kelly Hamilton Apts LLC (Case No. 25-15352) | <input type="checkbox"/> RH Lakewind East LLC (Case No. 25-15344) | <input type="checkbox"/> RH Windrun LLC (Case No. 25-15345) |
| <input type="checkbox"/> Kelly Hamilton Apts MM LLC (Case No. 25-15350) | | |

Modified Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	Chardell Bacon Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Anne Puluka, Esq. Name 100 Fifth Avenue, Suite 900 Number Street Pittsburgh PA 15222 City State ZIP Code United States Country Contact phone 412-325-1427 Contact email apuluka@cjplaw.org Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Country Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim? \$ 11,032. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 11,032

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. <i>Check all that apply:</i></p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</p> <p><input type="checkbox"/> Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____</p> <p><small>* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.</small></p>	<p>Amount entitled to priority</p>
---	---	---

<p>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</p> <p>\$ _____</p>
--	---

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:


- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 7/28/2025
MM / DD / YYYY

 /s/ Anne Puluka
Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Anne</u>		<u>Puluka</u>	
	<small>First name</small>	<small>Middle name</small>	<small>Last name</small>	
Title	<u>Attorney</u>			
Company	<u>Community Justice Project</u>			
	<small>Identify the corporate servicer as the company if the authorized agent is a servicer.</small>			
Address	<u>100 Fifth Avenue, Suite 900</u>			
	<small>Number</small>	<small>Street</small>	<small>State</small>	<small>ZIP Code</small>
	<u>Pittsburgh</u>	<u>PA</u>	<u>15222</u>	<u>United States</u>
	<small>City</small>	<small>State</small>	<small>ZIP Code</small>	<small>Country</small>
Contact phone	<u>412-325-1427</u>		<small>Email</small>	<u>apuluka@cjplaw.org</u>



COMMUNITY JUSTICE PROJECT

July 28, 2025

In re CBRM Realty Inc., et al., 25-15343, and consolidated cases

Debtor: Kelly Hamilton Apts LLC, 25-15352

Ms. Bacon has resided at 926 North Murtland Street, Pittsburgh, Pennsylvania, 15208, a unit in the Kelly Hamilton portfolio, since 2018. Following Debtor's acquisition of the property, it failed to maintain the property in habitable condition in violation of the implied warranty of habitability. *Pugh v. Holmes*, 405 A.2d 897, 903 (Pa. 1979). Habitability issues include, but are not limited to, pest infestation, including mice and roaches; mold; a broken window; a collapse in the dining room ceiling such that she no longer feels safe using the room; flaking paint; electrical problems; a sinking floor, causing danger to Ms. Bacon, her children, and the tenant below; and a leak under the bathroom sink that flooded the below unit to such a degree that Ms. Bacon has turned off the water supply to the sink entirely. Photos of Ms. Bacon's unit are included as Exhibit A.

These conditions have posed health and safety threats to Ms. Bacon and her three young children and violate the regulations promulgated by the United States Department of Housing and Urban Development ("HUD") to ensure that residents of HUD-assisted housing are provided with a decent, safe, and sanitary place to live. Nevertheless, Debtor, through current management agent Lynd Management Group LLC ("Lynd"), has assessed Ms. Bacon \$4,825 in arrearages and fees that have accrued during this period of uninhabitability. Ms. Bacon's rent ledger is included as Exhibit B. These arrearages must be abated to account for the conditions of her unit. *See In re Clark*, 96 B.R. 569 (Bankr. E.D. Pa. 1989).

Additionally, Debtor has failed to comply with HUD regulations for timely annual recertification of tenant income and recalculation of rent obligations. Ms. Bacon submitted documentation to Debtor, through Lynd, that she had obtained employment in October of 2024 and required a rent recertification. Additionally, Ms. Bacon again approached Debtor, through Lynd, seeking a recertification in January of 2025, the time in which her annual recertifications took place in the past. Debtor, through Lynd, did not inform Ms. Bacon of her recalculated rent obligation until July of 2025, despite Ms. Bacon's repeated inquiries. Furthermore, Lynd provided Ms. Bacon with a rent ledger, attached as Exhibit B, that set her rent at \$723 for the months of December 2024 through February 2025, \$499 for the month of March 2025, and \$350 per month for April 2025 onward. Lynd provided no explanation as to why the rent calculation changed drastically throughout the year. In July of 2025, Ms. Bacon was assessed \$13 in late fees, even though she was not told what her rent obligation would be before those charges began to accrue.

Finally, Ms. Bacon has been entitled to receive utility reimbursement checks during her tenancy with Debtor. However, to the best of her recollection, Ms. Bacon has not received utility checks for most of 2025, with the exception of May. The attached ledger



COMMUNITY JUSTICE PROJECT

includes utility line items as “charges” rather than “credits” for 2025. Ms. Bacon is entitled to recalculation and reimbursement for the outstanding utility reimbursement checks.

Due to Debtor’s above-outlined failures to perform on Ms. Bacon’s lease, she files this claim in the amount of market rate rent for the eight month period, beginning in December of 2024, during which she owed rent. Because the market rental rate for her home is \$1,379 per month, *see* Exhibit B, her claim totals \$11,032.

Exhibit A



COMMUNITY JUSTICE PROJECT





COMMUNITY JUSTICE PROJECT





COMMUNITY JUSTICE PROJECT





COMMUNITY JUSTICE PROJECT





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COMMUNITY JUSTICE PROJECT





COMMUNITY JUSTICE PROJECT



Exhibit B

07/21/2025

RESIDENT CHARGES/PAYMENTS LEDGER

res-370-002r

09/01/2024 through 07/21/2025

Paramters: Show transactions beginning - 09/01/2024 Select Status - All; Ledger Type - Resident; SubJournals - RESIDENT;

Personal Info		Lease Info		Scheduled Billing		Ledger Info	
Name:	CHARDELL BACON	Market Rent:	1,379.00	Lease Rent:	1,379.00	Previous Balance:	-116.00
Bldg/Unit:	32-32106	Move-In:	03/20/2018	Other Charges:	0.00	Charges:	5,496.00
Status:	Current resident (H) (412) 475-2913	Lease Begin:	03/01/2024	Other Credits:	0.00	Payments:	0.00
Contact Info:		Lease End:	02/28/2025			Credits:	555.00
Email:	baconchardell1011@g mail.com	Move-Out:				Current Balance:	4,825.00
		Notice Given:				Deposits On Hand:	97.00
		Notice For:				Deposits Due:	700.00

Ledger Detail

Date	Period	Bldg/Unit	Transaction Code	Description	Journal	Document #	Charge	Credit	Balance
Balance Forwarded: -116.00									
09/01/2024	092024	32-32106	PP - UTILREIMB	UTILREIMB	RESIDENT			185.00	-301.00
09/17/2024	092024	32-32106	CF - UTILCKGVN	PD Date 09/17/2024 # 62-152-56791348-1267	RESIDENT		301.00		0.00
10/01/2024	102024	32-32106	PP - UTILREIMB	UTILREIMB	RESIDENT			185.00	-185.00
10/08/2024	102024	32-32106	CF - UTILCKGVN	PD Date 10/08/2024 # 62-152-57348761-11478	RESIDENT	62-152-573487 61-11478	185.00		0.00
11/01/2024	112024	32-32106	PP - UTILREIMB	UTILREIMB	RESIDENT			185.00	-185.00
11/05/2024	112024	32-32106	CF - UTILCKGVN	PD Date 11/05/2024 # 62-152-58404133-11715	RESIDENT	62-152-584041 33-11715	185.00		0.00
12/01/2024	072025	32-32106	CA - RENT	IR changed RENT to 723.00	RESIDENT		723.00		723.00
12/05/2024	122024	32-32106	CF - UTILCKGVN	PD Date 12/05/2024 # 62-152-59380970-11941	RESIDENT	62-152-593809 70-11941	185.00		908.00
01/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 723.00	RESIDENT		723.00		1,631.00
01/07/2025	012025	32-32106	CF - UTILCKGVN	PD Date 01/07/2025 # 62-152-60448540-12181	RESIDENT		185.00		1,816.00
02/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 723.00	RESIDENT		723.00		2,539.00
03/01/2025	072025	32-32106	CA - RENT	IC changed RENT to 499.00	RESIDENT		499.00		3,038.00
04/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 350.00	RESIDENT		350.00		3,388.00
05/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 350.00	RESIDENT		350.00		3,738.00
05/14/2025	052025	32-32106	CF - UTILCKGVN	PD Date 05/14/2025 Check # 10022 - 62-152-11750216-12331	RESIDENT		370.00		4,108.00
06/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 350.00	RESIDENT		350.00		4,458.00
07/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 350.00	RESIDENT		350.00		4,808.00
07/09/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		8.00		4,816.00
07/10/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,817.00
07/12/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,818.00
07/13/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,819.00
07/14/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,820.00
07/15/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,821.00
07/18/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,822.00
07/19/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,823.00
07/20/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,824.00
07/21/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,825.00

Exhibit F

Lynd Management Group LLC - Kelly Hamilton Apartments- 4089

OneSite Rents v3.0

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07/21/2025

RESIDENT CHARGES/PAYMENTS LEDGER

res-370-002r

09/01/2024 through 07/21/2025

Paramters: Show transactions beginning - 09/01/2024 Select Status - All; Ledger Type - Resident; SubJournals - RESIDENT;

Personal Info		Lease Info		Scheduled Billing		Ledger Info	
Name:	CHARDELL BACON	Market Rent:	1,379.00	Lease Rent:	1,379.00	Previous Balance:	-116.00
Bldg/Unit:	32-32106	Move-In:	03/20/2018	Other Charges:	0.00	Charges:	5,496.00
Status:	Current resident (H) (412) 475-2913	Lease Begin:	03/01/2024	Other Credits:	0.00	Payments:	0.00
Contact Info:		Lease End:	02/28/2025			Credits:	555.00
Email:	baconchardell1011@g mail.com	Move-Out:				Current Balance:	4,825.00
		Notice Given:				Deposits On Hand:	97.00
		Notice For:				Deposits Due:	700.00

Ledger Detail

Date	Period	Bldg/Unit	Transaction Code	Description	Journal	Document #	Charge	Credit	Balance
Balance Forwarded: -116.00									
09/01/2024	092024	32-32106	PP - UTILREIMB	UTILREIMB	RESIDENT			185.00	-301.00
09/17/2024	092024	32-32106	CF - UTILCKGVN	PD Date 09/17/2024 # 62-152-56791348-1267	RESIDENT		301.00		0.00
10/01/2024	102024	32-32106	PP - UTILREIMB	UTILREIMB	RESIDENT			185.00	-185.00
10/08/2024	102024	32-32106	CF - UTILCKGVN	PD Date 10/08/2024 # 62-152-57348761-11478	RESIDENT	62-152-573487 61-11478	185.00		0.00
11/01/2024	112024	32-32106	PP - UTILREIMB	UTILREIMB	RESIDENT			185.00	-185.00
11/05/2024	112024	32-32106	CF - UTILCKGVN	PD Date 11/05/2024 # 62-152-58404133-11715	RESIDENT	62-152-584041 33-11715	185.00		0.00
12/01/2024	072025	32-32106	CA - RENT	IR changed RENT to 723.00	RESIDENT		723.00		723.00
12/05/2024	122024	32-32106	CF - UTILCKGVN	PD Date 12/05/2024 # 62-152-59380970-11941	RESIDENT	62-152-593809 70-11941	185.00		908.00
01/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 723.00	RESIDENT		723.00		1,631.00
01/07/2025	012025	32-32106	CF - UTILCKGVN	PD Date 01/07/2025 # 62-152-60448540-12181	RESIDENT		185.00		1,816.00
02/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 723.00	RESIDENT		723.00		2,539.00
03/01/2025	072025	32-32106	CA - RENT	IC changed RENT to 499.00	RESIDENT		499.00		3,038.00
04/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 350.00	RESIDENT		350.00		3,388.00
05/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 350.00	RESIDENT		350.00		3,738.00
05/14/2025	052025	32-32106	CF - UTILCKGVN	PD Date 05/14/2025 Check # 10022 - 62-152-11750216-12331	RESIDENT		370.00		4,108.00
06/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 350.00	RESIDENT		350.00		4,458.00
07/01/2025	072025	32-32106	CA - RENT	IR changed RENT to 350.00	RESIDENT		350.00		4,808.00
07/09/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		8.00		4,816.00
07/10/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,817.00
07/12/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,818.00
07/13/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,819.00
07/14/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,820.00
07/15/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,821.00
07/18/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,822.00
07/19/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,823.00
07/20/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,824.00
07/21/2025	072025	32-32106	CB - LATEFEE	Late Fees	RESIDENT		1.00		4,825.00

Exhibit G

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000623-2024

Non-Traffic Docket

Commonwealth of Pennsylvania

v.

Kelly Hamilton Apts LLC

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	08/27/2024
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-042036	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty	<u>Disposition Date:</u>	02/10/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	02/11/2025	Case Balance Due
	02/10/2025	Case Disposed/Penalty Imposed
	02/10/2025	Awaiting Sentencing
	08/28/2024	Awaiting Summary Trial
	08/27/2024	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>				<u>Status</u>
Summary Trial	02/10/2025	2:00 pm	Courtroom: MDJ-05-2-10	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled
Payment Determination Hearing	05/13/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 308.1	S	Accumulation of rubbish and garbage	08/15/2024	Guilty

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty	02/10/2025	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Accumulation of rubbish and garbage	Guilty

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000623-2024

Non-Traffic Docket

Commonwealth of Pennsylvania

v.

Kelly Hamilton Apts LLC

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
02/10/2025	Guilty	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
09/03/2024	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/28/2024	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/28/2024	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/28/2024	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/27/2024	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

PAYMENT PLAN SUMMARY

<u>Payment Plan No.</u>	<u>Payment Plan Freq.</u>	<u>Next Due Date</u>	<u>Active</u>	<u>Next Due Amt.</u>	<u>Overdue Amt.</u>
05312-2025-P0000008	Single Payment	03/14/2025	Yes	\$187.08	\$187.08

Responsible Participant

Kelly Hamilton Apts LLC

Payment Plan History:	<u>Payment Dt.</u>	<u>Applied Dt.</u>	<u>Transaction Type</u>	<u>Payer</u>	<u>Participant Role</u>	<u>Amount</u>
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CASE FINANCIAL INFORMATIONCase Balance: \$187.08Next Payment Amt:Last Payment Amt:Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00
State Court Costs (Act 204 of 1976)	\$10.80	\$0.00	\$0.00	\$0.00	\$10.80
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
Commonwealth Cost - HB627 (Act 167 of 1992)	\$10.80	\$0.00	\$0.00	\$0.00	\$10.80
County Court Cost (Act 204 of 1976)	\$39.90	\$0.00	\$0.00	\$0.00	\$39.90
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
Postage - Case	\$10.33	\$0.00	\$0.00	\$0.00	\$10.33

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000005-2025

Non-Traffic Docket

Commonwealth of Pennsylvania

v.

Kelly Hamilton Apts LLC

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	01/08/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-ES-2024-060647	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty	<u>Disposition Date:</u>	05/13/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	05/13/2025	Case Balance Due
	05/13/2025	Case Disposed/Penalty Imposed
	05/13/2025	Awaiting Sentencing
	01/09/2025	Awaiting Summary Trial
	01/08/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule Status</u>
Summary Trial	04/28/2025	2:00 pm		Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	05/13/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Kelly Hamilton Apts LLC
Affiant	Knecht, Colleen

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § t10 §§ 619.06A	S	Accumulation of Munciple Waste and Recyclables	12/17/2024	Guilty

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty	05/13/2025	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Accumulation of Munciple Waste and Recyclables	Guilty

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000005-2025

Non-Traffic Docket

Commonwealth of Pennsylvania

v.

Kelly Hamilton Apts LLC

Page 2 of 2

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
05/13/2025	Guilty	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
01/16/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
01/09/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
01/09/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
01/09/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
01/08/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

PAYMENT PLAN SUMMARY

<u>Payment Plan No.</u>	<u>Payment Plan Freq.</u>	<u>Next Due Date</u>	<u>Active</u>	<u>Next Due Amt.</u>	<u>Overdue Amt.</u>
05312-2025-P0000067	Single Payment	06/13/2025	Yes	\$214.67	\$214.67

Responsible Participant

Kelly Hamilton Apts LLC

Payment Plan History: Payment Dt. Applied Dt. Transaction Type Payor Participant Role Amount

CASE FINANCIAL INFORMATIONCase Balance: \$214.67Next Payment Amt:Last Payment Amt:Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
Commonwealth Cost - HB627 (Act 167 of 1992)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20
County Court Cost (Act 204 of 1976)	\$41.10	\$0.00	\$0.00	\$0.00	\$41.10
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
State Court Costs (Act 204 of 1976)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20
Postage - Case	\$10.92	\$0.00	\$0.00	\$0.00	\$10.92

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000054-2025

Non-Traffic Docket

Commonwealth of Pennsylvania
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Kelly Hamilton Apts LLC

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	01/13/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-ES-2024-058795	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty	<u>Disposition Date:</u>	05/13/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	05/13/2025	Case Balance Due
	05/13/2025	Case Disposed/Penalty Imposed
	05/13/2025	Awaiting Sentencing
	01/23/2025	Awaiting Summary Trial
	01/13/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	04/28/2025	2:00 pm		Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	05/13/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Kelly Hamilton Apts LLC
Affiant	Knecht, Colleen

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § t10 §§ 619.06A	S	Accumulation of Munciple Waste and Recyclables	12/06/2024	Guilty
2 LO § t10 §§ 619.03A	S	Municipal Waste and Recyclables Storage and Containers	12/06/2024	Guilty
3 LO § t10 §§ 619.03A	S	Municipal Waste and Recyclables Storage and Containers	12/06/2024	Guilty

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000054-2025

Non-Traffic Docket

Commonwealth of Pennsylvania

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DISPOSITION / SENTENCING DETAILSCase DispositionDisposition DateWas Defendant Present?

Guilty

05/13/2025

No

Offense Seq./DescriptionOffense Disposition

1 Accumulation of Munciple Waste and Recyclables

Guilty

2 Municipal Waste and Recyclables Storage and Containers

Guilty

3 Municipal Waste and Recyclables Storage and Containers

Guilty

DOCKET ENTRY INFORMATIONFiled DateEntryFilerApplies To

05/13/2025

Guilty

Magisterial District Judge Kevin

Kelly Hamilton Apts LLC, Defendant

Eugene Cooper Jr.

01/30/2025

Certified Summons Accepted

Magisterial District Court 05-3-12

Kelly Hamilton Apts LLC, Defendant

01/23/2025

Summons Issued

Magisterial District Court 05-3-12

Kelly Hamilton Apts LLC, Defendant

01/23/2025

First Class Summons Issued

Magisterial District Court 05-3-12

Kelly Hamilton Apts LLC, Defendant

01/23/2025

Certified Summons Issued

Magisterial District Court 05-3-12

Kelly Hamilton Apts LLC, Defendant

01/13/2025

Private Summary Complaint Filed

Magisterial District Court 05-3-12

PAYMENT PLAN SUMMARYPayment Plan No.Payment Plan Freq.Next Due DateActiveNext Due Amt.Overdue Amt.

05312-2025-P0000066

Single Payment

06/13/2025

Yes

\$214.67

\$214.67

Responsible Participant

Kelly Hamilton Apts LLC

Payment Plan History:	<u>Payment Dt.</u>	<u>Applied Dt.</u>	<u>Transaction Type</u>	<u>Payer</u>	<u>Participant Role</u>	<u>Amount</u>
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CASE FINANCIAL INFORMATIONCase Balance: \$214.67Next Payment Amt:Last Payment Amt:Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
Commonwealth Cost - HB627 (Act 167 of 1992)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20
County Court Cost (Act 204 of 1976)	\$41.10	\$0.00	\$0.00	\$0.00	\$41.10
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
State Court Costs (Act 204 of 1976)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20
Postage - Case	\$10.92	\$0.00	\$0.00	\$0.00	\$10.92

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000070-2025

Non-Traffic Docket

Commonwealth of Pennsylvania

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Kelly Hamilton Apts LLC

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	01/29/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-061733	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty	<u>Disposition Date:</u>	06/10/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	06/12/2025	Case Balance Due
	06/10/2025	Case Disposed/Penalty Imposed
	06/10/2025	Awaiting Sentencing
	02/03/2025	Awaiting Summary Trial
	01/29/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>				<u>Status</u>
Summary Trial	05/12/2025	2:00 pm		Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	06/10/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 304.13	S	Window, Skylight And Door Frames	01/22/2025	Guilty

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty	06/10/2025	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Window, Skylight And Door Frames	Guilty

Exhibit G Page 9 of 40
Magisterial District Judge 05-3-12

DOCKET

Docket Number: MJ-05312-NT-0000070-2025

Non-Traffic Docket

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
06/10/2025	Guilty	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
02/11/2025	Summons Cancelled	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
01/29/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

PAYMENT PLAN SUMMARY

<u>Payment Plan No.</u>	<u>Payment Plan Freq.</u>	<u>Next Due Date</u>	<u>Active</u>	<u>Next Due Amt.</u>	<u>Overdue Amt.</u>
05312-2025-P0000122	Single Payment	07/14/2025	Yes	\$214.67	\$214.67

Responsible Participant
 Kelly Hamilton Apts LLC

<u>Payment Plan History:</u>	<u>Payment Dt.</u>	<u>Applied Dt.</u>	<u>Transaction Type</u>	<u>Payor</u>	<u>Participant Role</u>	<u>Amount</u>
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CASE FINANCIAL INFORMATIONCase Balance: \$214.67Next Payment Amt:Last Payment Amt:Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
Commonwealth Cost - HB627 (Act 167 of 1992)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20
County Court Cost (Act 204 of 1976)	\$41.10	\$0.00	\$0.00	\$0.00	\$41.10
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
State Court Costs (Act 204 of 1976)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20
Postage - Case	\$10.92	\$0.00	\$0.00	\$0.00	\$10.92

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000071-2025

Non-Traffic Docket

Commonwealth of Pennsylvania
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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	01/29/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-061733	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty	<u>Disposition Date:</u>	06/10/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	06/12/2025	Case Balance Due
	06/10/2025	Case Disposed/Penalty Imposed
	06/10/2025	Awaiting Sentencing
	02/03/2025	Awaiting Summary Trial
	01/29/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule Status</u>
Summary Trial	05/12/2025	2:00 pm		Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	06/10/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 304.13	S	Window, Skylight And Door Frames	01/22/2025	Guilty

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty	06/10/2025	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Window, Skylight And Door Frames	Guilty

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000071-2025

Non-Traffic Docket

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
06/12/2025	Order Imposing Sentence Printed	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
06/10/2025	Guilty	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
02/11/2025	Summons Cancelled	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
01/29/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

PAYMENT PLAN SUMMARY

<u>Payment Plan No.</u>	<u>Payment Plan Freq.</u>	<u>Next Due Date</u>	<u>Active</u>	<u>Next Due Amt.</u>	<u>Overdue Amt.</u>
05312-2025-P0000125	Single Payment	07/14/2025	Yes	\$140.25	\$140.25

Responsible Participant

Kelly Hamilton Apts LLC

Payment Plan History:	<u>Payment Dt.</u>	<u>Applied Dt.</u>	<u>Transaction Type</u>	<u>Payor</u>	<u>Participant Role</u>	<u>Amount</u>
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CASE FINANCIAL INFORMATIONCase Balance: \$140.25Next Payment Amt:Last Payment Amt:Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000072-2025

Non-Traffic Docket

Commonwealth of Pennsylvania
v.
Kelly Hamilton Apts LLC

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	01/29/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-061376	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty	<u>Disposition Date:</u>	06/10/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	06/12/2025	Case Balance Due
	06/10/2025	Case Disposed/Penalty Imposed
	06/10/2025	Awaiting Sentencing
	02/03/2025	Awaiting Summary Trial
	01/29/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule Status</u>
Summary Trial	05/12/2025	2:00 pm		Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	06/10/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 603.1	S	Mechanical Appliances - Required Inspection	01/22/2025	Guilty
2 LO § T10 §§ 305.3	S	Interior Surfaces Shall Be Maintained	01/22/2025	Guilty

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty	06/10/2025	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Mechanical Appliances - Required Inspection	Guilty
2 Interior Surfaces Shall Be Maintained	Guilty

MDJS 1200

Printed: 08/25/2025 9:46 am

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets. Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on these docket sheets. Docket sheet information should not be used in place of a criminal history background check, which can only be provided by the Pennsylvania State Police. Employers who do not comply with the provisions of the Criminal History Record Information Act (18 Pa.C.S. Section 9101 et seq.) may be subject to civil liability as set forth in 18 Pa.C.S. Section 9183.

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000072-2025

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
06/12/2025	Order Imposing Sentence Printed	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
06/10/2025	Guilty	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
02/11/2025	Summons Cancelled	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
01/29/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

PAYMENT PLAN SUMMARY

<u>Payment Plan No.</u>	<u>Payment Plan Freq.</u>	<u>Next Due Date</u>	<u>Active</u>	<u>Next Due Amt.</u>	<u>Overdue Amt.</u>
05312-2025-P0000124	Single Payment	07/14/2025	Yes	\$140.25	\$140.25

Responsible Participant

Kelly Hamilton Apts LLC

<u>Payment Plan History:</u>	<u>Payment Dt.</u>	<u>Applied Dt.</u>	<u>Transaction Type</u>	<u>Payor</u>	<u>Participant Role</u>	<u>Amount</u>
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CASE FINANCIAL INFORMATIONCase Balance: \$140.25Next Payment Amt:Last Payment Amt:Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000073-2025

Non-Traffic Docket

Commonwealth of Pennsylvania
v.
Kelly Hamilton Apts LLC

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	01/29/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-061376	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty	<u>Disposition Date:</u>	06/10/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	06/12/2025	Case Balance Due
	06/10/2025	Case Disposed/Penalty Imposed
	06/10/2025	Awaiting Sentencing
	02/03/2025	Awaiting Summary Trial
	01/29/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule Status</u>
Summary Trial	05/12/2025	2:00 pm		Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	06/10/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 603.1	S	Mechanical Appliances - Required Inspection	01/22/2025	Guilty
2 LO § T10 §§ 305.3	S	Interior Surfaces Shall Be Maintained	01/22/2025	Guilty

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty	06/10/2025	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Mechanical Appliances - Required Inspection	Guilty
2 Interior Surfaces Shall Be Maintained	Guilty

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000073-2025

Non-Traffic Docket

Commonwealth of Pennsylvania

v.

Kelly Hamilton Apts LLC

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
06/12/2025	Order Imposing Sentence Printed	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
06/10/2025	Guilty	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
02/07/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/03/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
01/29/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

PAYMENT PLAN SUMMARY

<u>Payment Plan No.</u>	<u>Payment Plan Freq.</u>	<u>Next Due Date</u>	<u>Active</u>	<u>Next Due Amt.</u>	<u>Overdue Amt.</u>
05312-2025-P0000123	Single Payment	07/14/2025	Yes	\$140.25	\$140.25

Responsible Participant

Kelly Hamilton Apts LLC

Payment Plan History: Payment Dt. Applied Dt. Transaction Type Payor Participant Role Amount

CASE FINANCIAL INFORMATIONCase Balance: \$140.25Next Payment Amt:Last Payment Amt:Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000089-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	02/27/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-062525	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty	<u>Disposition Date:</u>	07/01/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	07/01/2025	Case Balance Due
	07/01/2025	Case Disposed/Penalty Imposed
	07/01/2025	Awaiting Sentencing
	03/03/2025	Awaiting Summary Trial
	02/27/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>				<u>Status</u>
Summary Trial	07/01/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 304.6	S	Exterior Walls Shall Be Maintained	01/30/2025	Guilty

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty	07/01/2025	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Exterior Walls Shall Be Maintained	Guilty

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000089-2025

Non-Traffic Docket

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/01/2025	Guilty	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
03/10/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/27/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

PAYMENT PLAN SUMMARY

<u>Payment Plan No.</u>	<u>Payment Plan Freq.</u>	<u>Next Due Date</u>	<u>Active</u>	<u>Next Due Amt.</u>	<u>Overdue Amt.</u>
05312-2025-P0000136	Single Payment	08/01/2025	Yes	\$214.67	\$214.67

Responsible Participant

Kelly Hamilton Apts LLC

<u>Payment Plan History:</u>	<u>Payment Dt.</u>	<u>Applied Dt.</u>	<u>Transaction Type</u>	<u>Payor</u>	<u>Participant Role</u>	<u>Amount</u>
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CASE FINANCIAL INFORMATIONCase Balance: \$214.67Next Payment Amt:Last Payment Amt:Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
Commonwealth Cost - HB627 (Act 167 of 1992)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20
County Court Cost (Act 204 of 1976)	\$41.10	\$0.00	\$0.00	\$0.00	\$41.10
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
State Court Costs (Act 204 of 1976)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20
Postage - Case	\$10.92	\$0.00	\$0.00	\$0.00	\$10.92

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000090-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	02/27/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-062525	<u>Incident No.:</u>	
<u>Disposition:</u>	Dismissed	<u>Disposition Date:</u>	07/01/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	07/01/2025	Completed
	03/03/2025	Awaiting Summary Trial
	02/27/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>	<u>Status</u>
Summary Trial	07/01/2025	10:00 am		Scheduled
			Magisterial District Judge Kevin Eugene Cooper Jr.	

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 304.6	S	Exterior Walls Shall Be Maintained	01/30/2025	Dismissed

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Dismissed	07/01/2025	No
<u>Offense Seq./Description</u>	<u>Offense Disposition</u>	
1 Exterior Walls Shall Be Maintained	Dismissed	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000090-2025

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/01/2025	Dismissed	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
03/10/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/27/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000091-2025

Non-Traffic Docket

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	02/27/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-062108	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	03/03/2025	Awaiting Summary Trial
	02/27/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	07/01/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	09/09/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 305.3	S	Interior Surfaces Shall Be Maintained	01/30/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
03/13/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/27/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000092-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	02/27/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-062108	<u>Incident No.:</u>	
<u>Disposition:</u>	Dismissed	<u>Disposition Date:</u>	07/01/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	07/01/2025	Completed
	03/03/2025	Awaiting Summary Trial
	02/27/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	07/01/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 305.3	S	Interior Surfaces Shall Be Maintained	01/30/2025	Dismissed

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Dismissed	07/01/2025	No
<u>Offense Seq./Description</u>	<u>Offense Disposition</u>	
1 Interior Surfaces Shall Be Maintained	Dismissed	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000092-2025

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/01/2025	Dismissed	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
03/10/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/03/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
02/27/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000124-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	03/07/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-005381	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	03/07/2025	Awaiting Summary Trial
	03/07/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	07/15/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	09/09/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 308.1	S	Accumulation of rubbish and garbage	02/21/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/15/2025	Summons Cancelled	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/07/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/07/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/07/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	
03/07/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000135-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	03/18/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-065606	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	03/18/2025	Awaiting Summary Trial
	03/18/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	07/15/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	09/09/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 305.3	S	Interior Surfaces Shall Be Maintained	02/27/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
03/22/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/18/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/18/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/18/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/18/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000136-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	03/18/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2024-065606	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	03/18/2025	Awaiting Summary Trial
	03/18/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	07/15/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	09/09/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 305.3	S	Interior Surfaces Shall Be Maintained	02/27/2024	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
03/21/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/18/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/18/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/18/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
03/18/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000166-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	04/09/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-010596	<u>Incident No.:</u>	
<u>Disposition:</u>	Dismissed	<u>Disposition Date:</u>	07/29/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	07/29/2025	Completed
	04/17/2025	Awaiting Summary Trial
	04/09/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>				<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Status</u>
Summary Trial	07/29/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 308.1	S	Accumulation of rubbish and garbage	04/02/2025	Dismissed

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Dismissed	07/29/2025	No
<u>Offense Seq./Description</u>	<u>Offense Disposition</u>	
1 Accumulation of rubbish and garbage	Dismissed	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000166-2025

Non-Traffic Docket

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/29/2025	Dismissed	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
04/24/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/17/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/17/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/17/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/09/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000167-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	04/09/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-010596	<u>Incident No.:</u>	
<u>Disposition:</u>	Dismissed	<u>Disposition Date:</u>	07/29/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	07/29/2025	Completed
	04/17/2025	Awaiting Summary Trial
	04/09/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>				<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Status</u>
Summary Trial	07/29/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 308.1	S	Accumulation of rubbish and garbage	04/02/2025	Dismissed

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Dismissed	07/29/2025	No
<u>Offense Seq./Description</u>	<u>Offense Disposition</u>	
1 Accumulation of rubbish and garbage	Dismissed	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000167-2025

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/29/2025	Dismissed	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
04/25/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/17/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/17/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/17/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/09/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000172-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	04/09/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-002971	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty	<u>Disposition Date:</u>	07/29/2025
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	07/29/2025	Case Balance Due
	07/29/2025	Case Disposed/Penalty Imposed
	07/29/2025	Awaiting Sentencing
	04/17/2025	Awaiting Summary Trial
	04/09/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>				<u>Status</u>
Summary Trial	07/29/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 108.1.3	S	Structure Unfit For Human Occupancy	03/28/2025	Guilty
2 LO § T10 §§ 108.5	S	Prohibited Occupancy	03/28/2025	Guilty

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty	07/29/2025	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Structure Unfit For Human Occupancy	Guilty
2 Prohibited Occupancy	Guilty

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000172-2025

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DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/29/2025	Guilty	Magisterial District Judge Kevin Eugene Cooper Jr.	Kelly Hamilton Apts LLC, Defendant
04/25/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/17/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/17/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/17/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/09/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

PAYMENT PLAN SUMMARY

<u>Payment Plan No.</u>	<u>Payment Plan Freq.</u>	<u>Next Due Date</u>	<u>Active</u>	<u>Next Due Amt.</u>	<u>Overdue Amt.</u>
05312-2025-P0000156	Single Payment	08/29/2025	Yes	\$303.75	\$0.00

Responsible Participant

Kelly Hamilton Apts LLC

<u>Payment Plan History:</u>	<u>Payment Dt.</u>	<u>Applied Dt.</u>	<u>Transaction Type</u>	<u>Payer</u>	<u>Participant Role</u>	<u>Amount</u>
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CASE FINANCIAL INFORMATIONCase Balance: \$303.75Next Payment Amt:Last Payment Amt:Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
Local Ordinance	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
Commonwealth Cost - HB627 (Act 167 of 1992)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20
County Court Cost (Act 204 of 1976)	\$41.10	\$0.00	\$0.00	\$0.00	\$41.10
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
State Court Costs (Act 204 of 1976)	\$11.20	\$0.00	\$0.00	\$0.00	\$11.20

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000209-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	04/25/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-010877	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	04/25/2025	Awaiting Summary Trial
	04/25/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	08/05/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	12/09/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 301.3	S	Vacant Structures & Land Shall Be Clean & Secure	04/07/2025	
2 LO § T10 §§ 308.1	S	Accumulation of rubbish and garbage	04/07/2025	
3 LO § T10 §§ 302.4	S	Overgrowth On Property	04/07/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
04/30/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/25/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/25/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/25/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/25/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000216-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	04/25/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-010877	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	04/25/2025	Awaiting Summary Trial
	04/25/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>				<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Status</u>
Summary Trial	08/05/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	12/09/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 301.3	S	Vacant Structures & Land Shall Be Clean & Secure	04/07/2025	
2 LO § T10 §§ 308.1	S	Accumulation of rubbish and garbage	04/07/2025	
3 LO § T10 §§ 302.4	S	Overgrowth On Property	04/07/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
04/30/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/25/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/25/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/25/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
04/25/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000259-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	05/15/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-ES-2025-010810	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	05/16/2025	Awaiting Summary Trial
	05/15/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	08/12/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	09/09/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Kelly Hamilton Apts LLC
Affiant	Knecht, Colleen

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § t10 §§ 619.06A	S	Accumulation of Municiple Waste and Recyclables	04/29/2025	
2 LO § t10 §§ 619.03A	S	Municipal Waste and Recyclables Storage and Containers	04/29/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
06/03/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/16/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/16/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/16/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/15/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000293-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	05/19/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-010089	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	05/19/2025	Awaiting Summary Trial
	05/19/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	07/29/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	09/16/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 603.1	S	Mechanical Appliances - Required Inspection	05/14/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
05/22/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/19/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/19/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/19/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/19/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000294-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	05/19/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-010089	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	05/19/2025	Awaiting Summary Trial
	05/19/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	07/29/2025	10:00 am	Larimer Ave	Magisterial District Judge Kevin Eugene Cooper Jr.	Continued
Summary Trial	09/16/2025	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 603.1	S	Mechanical Appliances - Required Inspection	05/14/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
05/27/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/19/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/19/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/19/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
05/19/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000337-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	06/12/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-019214	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	06/13/2025	Awaiting Summary Trial
	06/12/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>	<u>Status</u>
Summary Trial	09/09/2025	10:00 am	Larimer Ave	Scheduled
			Magisterial District Judge Kevin Eugene Cooper Jr.	

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 302.4	S	Overgrowth On Property	06/03/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
06/18/2025	Certified Summons Accepted	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
06/13/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
06/13/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
06/13/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
06/12/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000477-2025

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CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	08/15/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI2025-025572	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	08/15/2025	Awaiting Summary Trial
	08/15/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Summary Trial	01/27/2026	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 305.3	S	Interior Surfaces Shall Be Maintained	08/11/2025	
2 LO § T10 §§ 303.1	S	Maintain Swimming Pools	08/11/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
08/15/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/15/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/15/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/15/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000478-2025

Non-Traffic Docket

Commonwealth of Pennsylvania
v.
Kelly Hamilton Apts LLC

Page 1 of 1

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	08/15/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-025572	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	08/15/2025	Awaiting Summary Trial
	08/15/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>
Summary Trial	01/27/2026	10:00 am		Magisterial District Judge Kevin Eugene Cooper Jr.
				<u>Status</u>
				Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 305.3	S	Interior Surfaces Shall Be Maintained	08/11/2025	
2 LO § T10 §§ 603.1	S	Mechanical Appliances - Required Inspection	08/11/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
08/15/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/15/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/15/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/15/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Magisterial District Judge 05-3-12**DOCKET**

Docket Number: MJ-05312-NT-0000492-2025

Non-Traffic Docket

Commonwealth of Pennsylvania

v.

Kelly Hamilton Apts LLC

Page 1 of 1

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Kevin Eugene Cooper Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	08/22/2025
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Document No.:</u>	CF-PLI-2025-038026	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Allegheny	<u>Township:</u>	Pittsburgh City
<u>Case Status:</u>	Active		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	08/22/2025	Awaiting Summary Trial
	08/22/2025	Awaiting Plea

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>		<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Status</u>
Summary Trial	01/27/2026	10:00 am	Scheduled
			Magisterial District Judge Kevin Eugene Cooper Jr.

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Cole, Shawn
Defendant	Kelly Hamilton Apts LLC

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ 301.3	S	Vacant Structures & Land Shall Be Clean & Secure	08/18/2025	
2 LO § T10 §§ 302.4	S	Overgrowth On Property	08/18/2025	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
08/22/2025	Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/22/2025	First Class Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/22/2025	Certified Summons Issued	Magisterial District Court 05-3-12	Kelly Hamilton Apts LLC, Defendant
08/22/2025	Private Summary Complaint Filed	Magisterial District Court 05-3-12	

Exhibit H



Fw: <External Message> Lynd & Management Agent Status

From Nusser, Ed <Edward.Nusser@AlleghenyCounty.US>

Date Wed 8/20/2025 10:21 AM

To Anne Puluka <apuluka@cjplaw.org>; Kevin Quisenberry <kquisenberry@cjplaw.org>; Geiger, David <david.geiger@pittsburghpa.gov>; Mohamed, Wasi <Wasi.Mohamed@mail.house.gov>

see below

Ed Nusser (he/him) | Director of Housing Strategy

Office of County Executive Innamorato

Edward.Nusser@alleghenycounty.us

412.660.6720 (cell)



101 County Courthouse

436 Grant Street

Pittsburgh, PA 15219

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From: Cline, Teresa <teresa.cline@hud.gov>

Sent: Monday, August 18, 2025 9:18 AM

To: Nusser, Ed <Edward.Nusser@AlleghenyCounty.US>

Cc: Mohamed, Wasi <Wasi.Mohamed@mail.house.gov>; Geiger, David <david.geiger@pittsburghpa.gov>; Kyle Chintalapalli <kyle.chintalapalli@pittsburghpa.gov>; Crisafulli, Joe <joe.crisafulli@hud.gov>; Keshura, Christine M <Christine.M.Keshura@hud.gov>

Subject: RE: <External Message> Lynd & Management Agent Status

Good morning Ed,

Lynd is the HUD-approved management agent for the following PA properties:

- TriBrad
- Bethome
- Elhome
- Central Hill
- Bethesda Wilkinsburg
- Hill Com 1
- Hill Com 2
- Bedcliff
- Bellefield Dwellings
- Gallatin Apts.
- Geneva House
- Harmony Towers
- Mon View Heights
- Palisades Plaza
- Valley Royal Court

They have not been approved for Kelly Hamilton.

Teresa



Teresa Cline | Senior Project Manager

U.S. Department of Housing and Urban Development

Office of Multifamily Housing | Northeast Region

10 Causeway Street, 3rd Floor | Boston, MA 02222-1092

Phone: (617) 994-8534 | Email: teresa.cline@hud.gov

This message is intended for designated recipients only. If you have received this message in error, please delete the original and all copies and notify the sender immediately. Thank you.

From: Crisafulli, Joe <joe.crisafulli@hud.gov>

Sent: Tuesday, August 12, 2025 10:36 AM

To: Nusser, Ed <Edward.Nusser@AlleghenyCounty.US>; Cline, Teresa <teresa.cline@hud.gov>; Keshura, Christine M <Christine.M.Keshura@hud.gov>

Cc: Mohamed, Wasi <Wasi.Mohamed@mail.house.gov>; Geiger, David <david.geiger@pittsburghpa.gov>; Kyle Chintalapalli <kyle.chintalapalli@pittsburghpa.gov>

Subject: RE: <External Message> Lynd & Management Agent Status

Yes, that ties to my listing.

Joe Crisafulli
Asset Management Division Director
Boston, MA
Joe.Crisafulli@ HUD. GOV

P: 617-994-8582

"HELP ME HELP YOU"



From: Nusser, Ed <Edward.Nusser@AlleghenyCounty.US>

Sent: Tuesday, August 12, 2025 8:32 AM

To: Crisafulli, Joe <joe.crisafulli@hud.gov>; Cline, Teresa <teresa.cline@hud.gov>; Keshura, Christine M <Christine.M.Keshura@hud.gov>

Cc: Mohamed, Wasi <Wasi.Mohamed@mail.house.gov>; Geiger, David <david.geiger@pittsburghpa.gov>; Kyle Chintalapalli <kyle.chintalapalli@pittsburghpa.gov>

Subject: Re: <External Message> Lynd & Management Agent Status

Thanks, Joe. So that leaves the following HAP contracts where Lynd is in place but not yet approved management agent, correct?

- TriBrad
- Bethome
- Elhome
- Central Hill
- Bethesda Wilkinsburg
- Hill Com 1
- Hill Com 2
- Kelly Hamilton
- Bedcliff

Ed Nusser (he/him) | Director of Housing Strategy

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412.660.6720 (cell)



ALLEGHENY COUNTY

101 County Courthouse

436 Grant Street

Pittsburgh, PA 15219

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From: Crisafulli, Joe <joe.crisafulli@hud.gov>

Sent: Monday, August 11, 2025 4:18 PM

To: Nusser, Ed <Edward.Nusser@AlleghenyCounty.US>; christine.keshura@hud.gov <christine.keshura@hud.gov>; Cline, Teresa <teresa.cline@hud.gov>

Cc: Mohamed, Wasi <Wasi.Mohamed@mail.house.gov>; Geiger, David <david.geiger@pittsburghpa.gov>; Kyle Chintalapalli <kyle.chintalapalli@pittsburghpa.gov>

Subject: RE: <External Message> Lynd & Management Agent Status

Hello Ed. For PA I have them listed as management agent on:

Bellefield Dwellings
Gallatin Apts.
Geneva House
Harmony Towers
Mon View Heights
Palisades Plaza
Valley Royal Court

The fact that they are on the list gives me a high level of confidence that they have received formal HUD agent approval on these projects but I would need Chris or Teresa to double check for me.

Thanks

Joe Crisafulli
Asset Management Division Director
Boston, MA
Joe.Crisafulli@ HUD. GOV

P: 617-994-8582

"HELP ME HELP YOU"



From: Nusser, Ed <Edward.Nusser@AlleghenyCounty.US>
Sent: Monday, August 11, 2025 4:00 PM
To: Crisafulli, Joe <joe.crisafulli@hud.gov>; christine.keshura@hud.gov; Cline, Teresa <teresa.cline@hud.gov>
Cc: Mohamed, Wasi <Wasi.Mohamed@mail.house.gov>; Geiger, David <david.geiger@pittsburghpa.gov>; Kyle Chintalapalli <kyle.chintalapalli@pittsburghpa.gov>
Subject: <External Message> Lynd & Management Agent Status

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Hi Joe,

After today's call I had a quick clarifying question about the status of Lynd as approved management agent for the NB portfolio.

Back in March, Lisa's email (below) was that Lynd was approved management agent at Mon View and Pallasades but not at other NB properties.

I thought that had changed and that Lynd was the approved management agent, but after today's call it seemed like I may have been incorrect. Is Lynd the HUD approved management agent for the Bankwell portfolio, Bellefield, and/or Kelly Hamilton?

Thanks!
Ed

Ed Nusser (he/him) | Director of Housing Strategy
Office of County Executive Innamorato
Edward.Nusser@alleghenycounty.us
412.660.6720 (cell)



101 County Courthouse
436 Grant Street
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Kevin Quisenberry²
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Counsel for Creditor, Chardell Bacon

In re:

CBRM REALTY INC.,

Debtors.³

Chapter 11

Case Number: 25-15343 (MBK)
(Jointly Administered)

MEMORANDUM OF LAW IN SUPPORT OF (I) OBJECTION OF CHARDELL BACON—ON HER OWN BEHALF AND ON BEHALF OF THOSE SIMILARLY-SITUATED—TO JOINT CHAPTER 11 PLAN OF CBRM REALTY INC. AND CERTAIN OF ITS DEBTOR AFFILIATES AND TO APPROVAL OF THE KELLY HAMILTON SALE TRANSACTION; AND (II) MOTION TO CERTIFY CLASS OF OBJECTORS PURSUANT TO BANKRUPTCY RULES 9014 AND 7023

¹ *Pro Hac Vice* admission pending.

² *Pro Hac Vice* admission pending.

³ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

INTRODUCTION

Kelly Hamilton is one of many HUD-assisted properties purchased in 2023 by affordable housing owner and developer NB Affordable, an affiliate of Debtors herein, and principal Moshe “Mark” Silber.⁴ The sale to NB Affordable quickly resulted in deteriorating and, ultimately, deplorable conditions in properties throughout the portfolio, as NB Affordable and its principals withdrew funds from the properties, stopped paying vendors and contracts, and were unresponsive to complaints from residents, elected officials, and the U.S. Department of Housing and Urban Development (“HUD”).⁵ Local officials continue to grapple with the myriad health and safety issues caused by the sale, which broadly affected 1300 units of affordable housing.⁶ Mortgagees for other properties in the portfolio have been forced to pursue foreclosure and receivership to restore the properties to habitable condition and sell them to new owners.⁷

All of the Allegheny County NB Affordable properties have experienced significant financial distress and varying degrees of safety and habitability problems, causing extreme

⁴ Kate Giammarise, *In major move for Pittsburgh’s affordable housing world, 14 AHRCO properties sold*, WESA (March 13, 2023), <https://www.wesa.fm/development-transportation/2023-03-13/in-major-move-for-pittsburgh-affordable-housing-world-14-ahrco-properties-sold>.

⁵ Shaylah Brown, *Hill District tenants demand action from HUD over hazardous living conditions*, TribLive (Dec. 12, 2024), <https://community.triblive.com/news/3693323>; Jatará McGee, *Tenants of NB Affordable Pittsburgh properties call on HUD for help*, WPXI (Oct. 30, 2024), <https://www.wpxi.com/news/local/tenants-nb-affordable-pittsburgh-properties-call-hud-help/DTE6RK5DXJFMNO45RF4XNMHQWM/>; Kate Giammarise, *‘I don’t feel safe here’: Pittsburgh tenants share concerns about new property owner*, WESA (Nov. 20, 2023), <https://www.wesa.fm/development-transportation/2023-11-20/homewood-house-tenant-concerns>.

⁶ Kate Giammarise, *Pittsburgh City Council wrestles with problem NB Affordable properties*, WESA (January 30, 2025), <https://www.wesa.fm/politics-government/2025-01-30/pittsburgh-city-council-nb-affordable-properties>.

⁷ *Capital Funding, LLC v. Bellefield Dwellings Apts, LLC*, 2:25-CV-00154-CCW (W.D. Pa. 2025); *Merchants Bank of Indiana v. Mon View Apts LLC*, GD 24-13658 (Allegheny County); *Federal National Mortgage Association v. Homewood House Apts LLC*, GD-25-001428 (Allegheny County); *Bankwell v. Bedcliff Apts LLC*, GD-25-2780 (Allegheny County).

uncertainty for residents. HUD determined that many of the properties were in default of their Housing Assistance Payment (“HAP”) contracts and entered into an enforcement posture with the ownership, requiring significant work to be completed at the properties before HAP payments would resume. Alternatively, if the properties are not brought back into compliance with the HAP contract and HUD regulations, the HAP contracts can be terminated, resulting in a mass displacement of residents that would be catastrophic to the Allegheny County region.

Against this backdrop, Chardell Bacon, a current resident of Kelly Hamilton, on her own behalf and on behalf of those similarly-situated, objects to the confirmation of the Joint Chapter 11 Plan and Sale Transaction. Ms. Bacon seeks to ensure that the property is adequately maintained in accordance with applicable health and safety requirements and is sold to a long-term, responsible, preservation-oriented buyer, to preserve the property as HUD-assisted housing for existing and future income-eligible residents. As a leaseholder at the property, she has a substantial interest in maintaining the property as HUD-assisted, affordable housing that meets the basic requirements of decent, safe, and sanitary conditions. Ms. Bacon has experienced first-hand the health and safety problems that arose when the property was purchased by an unscrupulous, absentee owner and seeks to prevent similar problems in the future. Her experience at the property while it has been managed by Lynd Management (“Lynd”) leads her to object to the acquisition of Kelly Hamilton by 3650 SS1 Pittsburgh LLC (“Stalking Horse Bidder”), an affiliate of Lynd, as Lynd to-date has failed to sufficiently prioritize the health and safety of current residents while in control of the property and has failed to obtain necessary HUD approval to implement or assume the HAP contract.

ARGUMENT

The tenants of Kelly Hamilton, thus far absent from these proceedings, are central to the disposition of Debtors' bankruptcy petitions. No one is more affected by Debtors' failures, or the actions/omissions of Lynd as management agent, than the residents who must live with them every day. All of their legal rights and practical interests as residential leaseholders in this HUD-assisted development are at stake in this proceeding. As a court of equity, this Honorable Court is entitled to consider the interests of the leaseholder tenants, which hang in the balance of the confirmation of the Joint Chapter 11 Plan and Sale Transaction. *Off. Comm. of Unsecured Creditors of Cybergenics Corp. ex rel. Cybergenics Corp. v. Chinery*, 330 F.3d 548, 567 (3d Cir. 2003) (“[B]ankruptcy courts are equitable tribunals that apply equitable principles in the administration of bankruptcy proceedings.”).

As such, Ms. Bacon, on her own behalf and on behalf of similarly-situated tenants, urges the Court to certify a class of objectors and reject the presently proposed plan based on the sale of Kelly Hamilton to the Stalking Horse Bidder. They request that this honorable Court postpone any confirmation of the Joint Plan and Sale Transaction for at least ninety (90) days, to determine whether Lynd can bring property conditions and other operational aspects of its management of the property into compliance with applicable standards *and* obtain HUD's approval to take over the HAP contract at the property. In addition, Tenants request this 90-day postponement to permit them and local governmental, nongovernmental and philanthropic stakeholders to bring to the Court and the Parties an alternative plan and sale transaction whereby interested local stakeholders, who are currently exploring this, may present a feasible, alternative acquisition, ownership and management plan for preserving and recapitalizing the portfolio as HUD-assisted housing.

I. Kelly Hamilton tenants are parties in interest to these bankruptcy proceedings.

Ms. Bacon, as a creditor and Class 4 claimholder in this matter, is undoubtedly a party in interest to the instant matter and “may raise and may appear and be heard on any issue.” 11 U.S.C. § 1109(b). So too are the other residents of Kelly Hamilton, as they reside at the property under substantially similar leases, inextricably tied to the HAP contract held by Debtors.

The Supreme Court acknowledged just last year that “party in interest” under the Bankruptcy Code is an expansive term intended to “promote[] a fair and equitable reorganization process” in which even minority interested are represented. *Truck Ins. Exch. v. Kaiser Gypsum Co., Inc.*, 602 U.S. 268, 280 (2024). A party in interest under the Bankruptcy Code is “‘anyone who has a legally protected interest that could be affected by a bankruptcy proceeding,’” and the analysis is “effectively coextensive” with that for Article III standing. *In re Glob. Indus. Techs., Inc.*, 645 F.3d 201, 210-11 (3d Cir. 2011) (quoting *In re James Wilson Assocs.*, 965 F.2d 160, 169 (7th Cir. 1992)). To demonstrate standing, the tenants must show that they “(1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Town of Chester, N.Y. v. Laroe Ests., Inc.*, 581 U.S. 433, 438 (2017) (quoting *Spokeo Inc. v. Robins*, 578 U.S. 330, 338 (2016)). The injury in fact element of standing requires that the party “suffered ‘an invasion of a legally protected interest’ that is ‘concrete and particularized’ and ‘actual or imminent, not conjectural or hypothetical.’” *Cottrell v. Alcon Lab'ys*, 874 F.3d 154, 162–63 (3d Cir. 2017) (quoting *Spokeo*, 578 U.S. at 339).

Here, tenants’ legally enforceable interests in their homes, as set forth in their leases, the HAP contract, and the U.S. Housing Act and implementing HUD regulations, are affected by the ownership of the Kelly Hamilton portfolio—a reality demonstrated clearly by the instant case.

These interests go beyond “generalized grievances” that are “common to the entire public.” *Cottrell*, 874 F.3d at 162. As a result of Debtors’ purchase of the portfolio, neglect of the properties, and non-compliance with state and federal law related to housing, tenants have suffered the specific and particularized injury of breach of their leases and related health and safety injuries, and the future of the property as HUD-assisted housing, and residents’ ability to continue to live therein, is at risk.

These interests are ongoing. As residents of a project-based multifamily housing development subject to a HAP contract, tenants may only be evicted for material noncompliance with lease requirements or state landlord tenant law, certain criminal activity, or “[o]ther good cause,” as defined in applicable HUD regulations. 24 C.F.R. § 247.3. Their leases are indefinite, and they may *not* be evicted based on expiration of the term of the lease. *In re Burch*, 401 B.R. 153, 159-60 & n.15 (Bankr. E.D. Pa. 2008). Long after the instant cases have closed and Debtors are relieved of their obligations under the HAP contract, tenants will continue to reside at Kelly Hamilton under new ownership by the Stalking Horse Bidder. Residents are uniquely invested in ensuring that new ownership approaches the purchase with a realistic, clear-eyed view of the current state of the properties and the extensive renovation and repair work, and by extension significant funding, that will be required to bring their homes back into habitable condition and in compliance with HUD regulations.

II. The tenants of the Kelly Hamilton portfolio should be permitted to object to the Confirmation and Sale Transaction as a class.

This Honorable Court may exercise its discretion to order that Federal Rule of Bankruptcy Procedure 7023 applies to a contested matter and certify a class of objectors to the Confirmation and Sale Transaction. Fed. R. Bankr. P. 9014(c); *In re Dynege, Inc.*, 770 F.3d 1064, 1069 (2d Cir. 2014) (outlining requirements for class objection to a Chapter 11 Plan as a

contested matter under Rule 9014). The proposed class is defined as follows: “All occupants of the Kelly Hamilton properties currently owned by Debtors Kelly Hamilton Apts LLC and Kelly Hamilton Apts MM LLC who reside, or will reside following approval of the Sale Transaction, at the properties pursuant to a lease agreement subject to the HAP contract attached to the properties.”

Class certification is proper if the matter meets the four requirements of Rule 23(a) and at least one of the three prongs of Rule 23(b). *In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305, 309 n.6 (3d Cir. 2008), *as amended* (Jan. 16, 2009). “Factual determinations necessary to make Rule 23 findings must be made by a preponderance of the evidence.” *Id.* at 320. Here, Ms. Bacon’s Objection meets the requirements of Rule 23(a) and 23(b)(2), and certifying a class of tenant objectors will serve the important purpose of ensuring that minority interests, thus far unrepresented, have a voice in the disposition of the Kelly Hamilton portfolio. *See Truck Ins. Exch.*, 602 U.S. at 280.

First, joinder of, or objection by, all class members is impracticable, as the proposed class is numerous and includes present and future tenants of the portfolio. *Mielo v. Steak ‘n Shake Operations, Inc.*, 897 F.3d 467, 486 (3d Cir. 2018) (quoting *Stewart v. Abraham*, 275 F.3d 220, 226-27) (3d Cir. 2001) (“[A]lthough ‘[n]o minimum number of plaintiffs is required to maintain a suit as a class action,’ a plaintiff in this circuit can generally satisfy Rule 23(a)(1)’s numerosity requirement by establishing ‘that the potential number of plaintiffs exceeds 40.’”). Additional factors relevant to determining impracticability include: judicial economy, class members’ ability and motivation to litigate, the financial resources of class members, the ability to identify future claimants, and whether the claims are for injunctive relief or for damages. *In re Modafinil Antitrust Litig.*, 837 F.3d 238, 253 (3d Cir. 2016), *as amended* (Sept. 29, 2016).

The present case involves a proposed class of current tenants of the Kelly Hamilton portfolio under HUD-subsidized leases and subject to the HAP contract, which, as a 110-unit portfolio of multifamily housing, includes well over 100 members at present. Moreover, the objection is based on doubt and deep concerns about the future feasibility of the properties under the proposed sale to the Stalking Horse Bidder, based on the value of the property, Lynd's performance to date as management agent, and the significant capital investment required to stabilize and rehabilitate the portfolio. As Lynd will be leasing units to new tenants as they become ready for occupancy, those future tenants likewise have an interest in ensuring the property is effectively managed and maintained in accordance with applicable HUD requirements. Accordingly, the proposed class meets the numerosity requirements of Rule 23(a)(1).

Second, the questions of law and fact are common to the proposed class of objectors. F.R.C.P. 23(a)(2). "The commonality requirement will be satisfied if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class." *Stewart v. Abraham*, 275 F.3d 220, 227 (3d Cir. 2001); *accord Johnston v. HBO Film Mgmt.*, 265 F.3d 178, 184 (3d Cir. 2001). All proposed class members reside at the Kelly Hamilton properties under substantially identical leases that are governed by the same HAP contract and statutory and regulatory requirements, and the Joint Plan and Sale Transaction require assignment of that contract to the Stalking Horse Bidder, an affiliate of current management company Lynd. The factual questions surrounding Lynd's performance as manager to date, detailed further below, are central to the Objection of all class members and impact the feasibility of maintaining the HAP contract for the benefit of all tenants into the future.

Third, Ms. Bacon’s objection to the Confirmation and Sale Transaction is typical of the objections of the class. F.R.C.P. 23(a)(3). “Cases challenging the same unlawful conduct which affects both the named plaintiffs and the putative class usually satisfy the typicality requirement irrespective of the varying fact patterns underlying the individual claims. Factual differences will not render a claim atypical if the claim arises from the same event or practice or course of conduct that gives rise to the claims of the [absent] class members, and if it is based on the same legal theory.” *Stewart*, 275 F.3d at 227-228 (internal citations omitted). “Actions requesting declaratory and injunctive relief to remedy conduct directed at the class clearly fit [the Rule 23 typicality] mold.” *Baby Neal for and by Kanter v. Casey*, 43 F.3d 48, 58 (3d Cir. 1994).

Ms. Bacon’s Objection to the Confirmation and Sale Transaction is in the nature of declaratory or injunctive relief. While she has filed a claim for monetary damages in this matter, her objection herein is predicated on Lynd’s unproven suitability to manage the properties in compliance with the law, HUD regulations, and the HAP contract into the future. Lynd’s management practices at Kelly Hamilton affect all residents, and complaints regarding deplorable conditions, missing utility checks, and noncompliance with recertification requirements are typical of each proposed class member’s experience since March of 2024.

Fourth, Ms. Bacon will fairly and adequately protect the interests of the class. F.R.C.P. 23(a)(4). Adequacy of representation turns on two factors: “whether the representatives’ interests conflict with those of the class and whether the class attorney is capable of representing the class.” *Johnston*, 265 F.3d at 185; *accord Amchem Prods. v. Windsor*, 521 U.S. 591, 625-626 (1997). Here, there is no conflict between Ms. Bacon’s interests in objecting to the Confirmation and Sale Transaction and the interests of other class members. To the contrary, Ms. Bacon asserts identical objections to Sale Transaction as other class members, and the relief she seeks will

inure to the benefit of each member of the proposed class. With regard to the adequacy of counsel, the Community Justice Project and its attorneys are experienced in class action litigation and have the resources to pursue relief on behalf of the class. *See, e.g., Massie et al. v. HUD*, 620 F.3d 340 (3d Cir. 2010); *Jones et al. v. Barkman et al.*, C.A. No. 2:05-cv-1052 (W.D. Pa. 2008); *Thompson et al. v. Altoona Housing Authority*, C.A. No. 3:10-00312 (W.D. Pa. 2014).

Finally, the criteria of Rule 23(b)(2) are satisfied in this matter, as Ms. Bacon's objection to the Confirmation and Sale Transaction is in the nature of injunctive or declaratory relief to enjoin continued violations of HUD regulations and the HAP contract and, thereby, to prevent the Kelly Hamilton portfolio from losing its HAP contract. Rule 23(b)(2) "is almost automatically satisfied in actions primarily seeking injunctive relief." *Baby Neal*, 43 F.3d at 58-59 (citing *Weiss v. York Hospital*, 745 F.2d 786, 811 (3d Cir. 1984)). This class provision is "designed specifically for civil rights cases seeking broad declaratory or injunctive relief for a numerous and often unascertainable or amorphous class of persons." *Id.* at 59. "What is important is that the relief sought by the named plaintiffs benefits the entire class." *Id.*

Ms. Bacon alleges that Lynd, an affiliate of the Stalking Horse Bidder, has thus far failed to fulfill its obligations as management company for the Kelly Hamilton portfolio, and that these errors have permeated its entire tenure as management agent and affected every resident of the portfolio. As a result, the proposed class has deep concern and little confidence that the HAP contract and related lease agreements will remain in place if the Stalking Horse Bidder is permitted to acquire the portfolio, as proposed, and class members face uncertainty and risk the loss of their homes as a result. Sustaining the within objection and rejecting the proposed Plan and Sale Transaction will remedy these shortcomings for each member of the proposed class and

will compel Debtors to formulate a new plan that protects the future of the Kelly Hamilton portfolio for its residents.

Accordingly, this Honorable Court should exercise its discretion to certify the within class of objectors to the Confirmation and Sale Transaction.

III. The Joint Plan and Sale Transaction do not meet the feasibility requirement of the Bankruptcy Code because they do not assure that the Stalking Horse Bidder, as successor to Debtors, will have the ability and financial means to remedy defaults to the HAP contract and maintain the portfolio as HUD-subsidized affordable housing.

Under the Bankruptcy Code, the proponent of a Chapter 11 plan must establish by a preponderance of the evidence that “[c]onfirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.” 11 U.S.C. 1129(a)(11). “In determining whether the feasibility standard is met, a court must be satisfied that the plan is workable and has a reasonable likelihood of success.” *In re S B Bldg. Assocs. Ltd. P’ship*, 621 B.R. 330, 354 (Bankr. D.N.J. 2020). Other factors to consider when determining feasibility include:

(a) the adequacy of the capital structure; (b) the earning power of the business; (c) economic conditions; (d) the ability of management; (e) the probability of the continuation of the same management; (f) any other related matter which determines the prospects of a sufficiently successful operation to enable performance of the provisions of the plan.

Matter of Sound Radio, Inc., 93 B.R. 849, 856 (Bankr. D.N.J. 1988), *aff’d in part, remanded in part*, 103 B.R. 521 (D.N.J. 1989). Moreover, any income projections “must not be speculative, conjectural or unrealistic.” *Id.*

The Kelly Hamilton Debtors have a singular business purpose: to operate the Kelly Hamilton portfolio pursuant to the HAP contract with HUD, providing affordable, subsidized housing in a community where it is much needed. As the successor to the Kelly Hamilton

Debtors, the Stalking Horse Bidder, an affiliate of Lynd, will have to receive approval from HUD to assume the HAP contract and operate it in compliance with its terms and program requirements. Based on Lynd's management of the portfolio since March of 2024, however, the HAP contract will remain at risk of termination if it takes over the property.

While the Stalking Horse bidder has been in place in some form at the Kelly Hamilton properties since March of 2024, there is substantial evidence that the property has continued to deteriorate under its management and remains out of compliance with HUD standards and requirements. This deterioration undoubtedly began prior to Lynd's involvement, but it has nonetheless persisted after the retention of Lynd and appointment of the Independent Fiduciary, well into these bankruptcy proceedings. At present, the conditions of the portfolio do not meet the minimum requirements of the law and HUD regulations, nor is required recertification paperwork timely completed and submitted to HUD. After any sale, the Kelly Hamilton portfolio will remain in significant default of obligations under the HAP contract, and any feasible plan to maintain the HAP contract and continue to operate the portfolio as HUD-assisted housing, which is of paramount interest to claimants, will require extensive time, hefty financial resources, and able management at the helm that can obtain HUD approval. *Matter of Sound Radio, Inc.*, 93 B.R. at 856 (identifying "ability of management" as a relevant factor to the feasibility analysis). The Joint Plan and Sale Transaction contain no assurances that the Stalking Horse Bidder is up to this task, and its history at the property demonstrates that it is not.

Both the Sale Transaction and the Joint Plan include the necessary condition precedent that HUD must approve the purchaser of the portfolio and assignment the HAP contract to the purchaser. (ECF 360 at 51; ECF 338-1 at 38.) This is far from a foregone conclusion. As late as

August 18, 2025, approximately 17 months after Lynd became the property manager for Kelly Hamilton, HUD had still not formally approved Lynd for that role. Exhibit H.

One only need visit Ms. Bacon's property to understand the extent of Lynd's failure to maintain and manage the portfolio to date. The hole in her dining room ceiling continues to expand; she has not had a functional oven for months, *see* 24 C.F.R. § 5.703(d)(4); a leak in her bathroom sink rendered the sink entirely unusable after it flooded her own unit and leaked into the unit below on multiple occasions, *see* 24 C.F.R. § 5.703(d)(1), (2); damaged parts of the floor threaten to give way, *see* 24 C.F.R. § 5.703(e)(1); and she contends daily with an extensive roach infestation and the odor of rotting wood throughout the unit, *see id.* These are not conditions that arise suddenly and can be remedied quickly and inexpensively. Rather, they are evidence of years of neglect and deferred maintenance that began under Debtors' ownership of the properties and continued during Lynd's management, resulting in very serious conditions that will require a significant capital investment to safely address. The Joint Plan does not establish that the Stalking Horse Bidder, as successor to Debtor, has the resources to perform these tasks. Without that assurance, and without HUD approval, the HAP contract remains in jeopardy, and all tenants of the portfolio are at risk of losing an already-scarce affordable housing resource.

Nor did Lynd, in its capacity as the DIP Lender, prioritize resident health and safety in negotiating the terms of the DIP Facility. While the DIP Facility totaled \$9.7 million, only a small portion was allocated to capital expenditures to stabilize the properties, with the bulk of the funding directed toward debt service and various professional fees. (ECF 178 at 72.) And even with \$1.3 million budgeted for capital expenditures, Ms. Bacon has observed few improvements to her or her neighbors' homes, and her maintenance requests even after the DIP Facility was in place have not been addressed.

In addition to the baseline requisite of decent, safe, and sanitary housing, HUD regulations mandate that a party to a HAP contract ensure compliance with the income guidelines for the program through annual recertifications, with interim recertifications as necessary, to ensure that residents are charged no more than approximately 30% of their adjusted gross income for rent and utilities, as well as providing utility reimbursement checks to those who are income-qualified to receive them. 24 C.F.R. § 5.601 *et seq.* and § 5.230 *et seq.* Despite staffing a management office for the portfolio for over a year, Lynd has not complied with these requirements, instead allowing tenants to continue in lengthy periods of uncertainty while their income was not recertified, their rent obligations were unknown, and the utility checks on which they depend to keep the lights on were missing. For example, Ms. Bacon repeatedly contacted the management office beginning in October of 2024 to recertify her income, and she was not informed of her recertified rent until July of 2025, when Lynd erroneously claimed she was in arrears of \$4,825.⁸ She has received a single utility reimbursement check this year, and when she inquired about the missing checks, she was told by an agent of Lynd that she could not expect to receive that money until at least September.

Finally, the abbreviated timeframe for the proposed transaction and the terms of the Kelly Hamilton DIP Facility and Stalking Horse Agreement, which overburden the property with an exorbitant though largely unused super-priority debt lien, prevented other buyers from making competitive offers based on the actual value of the portfolio, including local governmental and

⁸ Not only was this alleged arrearage based errantly, in part, on Lynd's failure to properly certify Ms. Bacon's income and correctly calculate her tenant payment, under Pennsylvania law, tenants may withhold rent if their units are uninhabitable and may assert that uninhabitability as a defense to any action seeking payment for rent arrearages to offset the total owed. *See Echeverria v. Holley*, 142 A.3d 29, 35 (Pa. Super. 2016). Based on the conditions of Ms. Bacon's unit, it is simply preposterous, and borderline insulting, to suggest that she is the party in breach of her lease and could be liable for any portion of her calculated rent during this time period.

nongovernmental stakeholders with whom claimant and her counsel have been working for this very purpose. There is no evidence that the portfolio, in its current condition, could draw \$9.7 million on the open market, particularly when it was last sold for a recorded price of \$57,500.00, while it was in far better condition and obtained in a sale that included other local properties from the same seller.

As the proponents of the Plan, Debtors have also failed to produce any evidence of the earning power of the portfolio or access to the capital investment needed to bring the portfolio fully back into compliance with the HAP contract and HUD regulations. *Matter of Sound Radio, Inc.*, 93 B.R. at 856; *accord In re Diocese of Camden, New Jersey*, 653 B.R. 309, 344 (Bankr. D.N.J. 2023). The proposed purchase by the Stalking Horse Bidder will discharge the DIP Facility associated with the property and does not include any evidence or assurances that the HAP funds and expected cash flow will be sufficient to address the myriad habitability problems that still exist. Any potential bidder outside of the Stalking Horse Bidder would have been even more burdened: it would have had to offer enough capital to repay the DIP Facility, the Bid Protection fee and related expenses, while also being assured that it had adequate cash flow to perform the work necessary to return the portfolio to compliance with applicable HUD requirements. It is wholly unsurprising that the bid process did not produce a single qualified bidder who felt the portfolio was a sound investment under these terms, and the lack of disinterested bidders evidences the unfeasibility of the Joint Plan and Sale Transaction.

IV. Conclusion

For the foregoing reasons, Ms. Bacon, on her own behalf and on behalf of those similarly-situated, respectfully requests this Honorable Court certify a class of objecting tenants and deny confirmation of the Joint Plan and Sale Transaction.

Date: August 26, 2025

/s/ Douglas G. Leney

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⁹ *Pro Hac Vice* admission pending.

¹⁰ *Pro Hac Vice* admission pending.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Counsel for Creditor, Chardell Bacon

In re:

CBRM REALTY INC.,

Debtors.³

Chapter 11

Case Number: 25-15343 (MBK)
(Jointly Administered)

**ORDER GRANTING MOTION TO CERTIFY
CLASS OF OBJECTORS AND OTHER REQUESTED RELIEF**

The relief set forth on the following page, numbered two (2), is hereby **ORDERED**.

¹ *Pro Hac Vice* admission pending.

² *Pro Hac Vice* admission pending.

³ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

Page: 2
Debtors: CBRM Realty Inc.
Case No.: 25-15343 (MBK)
Caption: *Order Granting Motion to Certify Class of Objectors and Other Requested Relief*

Upon consideration of the motion of Chardell Bacon, creditor in this matter, on her own behalf and on behalf of those similarly-situated, and any opposition thereto, it is hereby ordered as follows:

1. The Motion to Certify Class of Objectors is GRANTED;
2. The confirmation hearing in this matter is continued until Wednesday, December 10, 2025; and
3. Parties in interest may submit alternative proposed Plans by December 3, 2025.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

CBRM REALTY INC.,

Debtors.³

Chapter 11

Case Number: 25-15343 (MBK)
(Jointly Administered)

CERTIFICATION OF SERVICE

¹ *Pro Hac Vice* admission pending.

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³ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

1. I, Amy M. Huber, am Bankruptcy Paralegal to Douglas G. Leney, who represents creditor Chardell Bacon, in this matter.

2. On August 26, 2025, I sent a copy of the following pleadings and/or documents to the parties listed in the chart below.

- *Objection of Chardell Bacon—on Her Own Behalf and on Behalf of Those Similarly-situated—to Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of its Debtor Affiliates and to Approval of the Kelly Hamilton Sale Transaction; and (II) Motion to Certify Class of Objectors Pursuant to Bankruptcy Rules 9014 and 7023; and*
- *Memorandum of Law in Support of (I) Objection of Chardell Bacon—on Her Own Behalf and on Behalf of Those Similarly-situated—to Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of its Debtor Affiliates and to Approval of the Kelly Hamilton Sale Transaction; and (II) Motion to Certify Class of Objectors Pursuant to Bankruptcy Rules 9014 and 7023*

3. I certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Dated: August 26, 2025

/s/ Amy M. Huber
Amy M. Huber, Bankruptcy Paralegal

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Kenneth Alan Rosen Ken Rosen Advisors PC 80 Central Park W., Ste. 3b New York, NY 10023 ken@kenrosenadvisors.com	Counsel for Debtors	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>Email</u> (As authorized by the Court or by rule. Cite the rule if applicable.)
Andrew Zatz White & Case LLP 1221 Avenue of the Americas New York, NY 10020-1095 azatz@whitecase.com	Counsel for Debtors	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>Email</u> (As authorized by the Court or by rule. Cite the rule if applicable.)
Lauren Bielskie Jeffrey M. Sponder Office of U.S. Trustee One Newark Center, Suite 2100 Newark, NJ 07102 lauren.bielskie@usdoj.gov jeffrey.m.sponder@usdoj.gov	U.S. Trustee	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>Email</u> (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)