

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
**Caption in Compliance with D.N.J. LBR 9004-1**

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In re:

CBRM REALTY INC., *et al.*,

Debtor.<sup>1</sup>

Chapter 11

Case No. 25-15343 (MBK)  
(Jointly Administered)

**Re: Docket No. 411, 502**

<sup>1</sup> 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 (9071), 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), RH New Orleans Holdings MM LLC (1951), and Laguna Reserve Apts Investor LLC (N/A). 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.



### THIRD NOTICE OF FILING PLAN SUPPLEMENT

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**PLEASE TAKE NOTICE THAT**, on August 20, 2025, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Notice of Filing of Plan Supplement* [Docket No. 411] (the “**First Plan Supplement**”) to the *Amended Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of its Debtor Affiliates (With Technical Modifications)* [Docket No. 500] (as may be modified, amended, or supplemented from time to time, the “**Plan**”).<sup>2</sup>

**PLEASE TAKE NOTICE THAT**, on September 3, 2025, the Debtors filed the *Second Notice of Filing of Plan Supplement* [Docket No. 502] (the “**Second Plan Supplement**” and, together with the First Plan Supplement, the “**Prior Plan Supplements**”).

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors are hereby filing an addendum to the Prior Plan Supplements (the “**Third Plan Supplement**” and together with the Prior Plan Supplements, the “**Plan Supplement**”),<sup>3</sup> which includes an amended exhibit to the following documents:

<u><b>Exhibit</b></u>	<u><b>Document</b></u>
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A	Kelly Hamilton Purchase Agreement
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**PLEASE TAKE FURTHER NOTICE THAT** certain documents or portions thereof contained in the Plan Supplement remain subject to ongoing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for in the Plan or an order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain content and approval rights to the extent provided in the Plan.

**PLEASE TAKE FURTHER NOTICE THAT**, if you would like to obtain a copy of the Disclosure Statement, the Plan, or related documents, you should contact the Debtors’ Claims and Noticing Agent, Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”), by: (a) calling the Debtors’ restructuring hotline at (866) 523-2941 (Toll Free) or +1 (781) 575-2044 (International); (b) e-mailing Verita at [cbrminfo@veritaglobal.com](mailto:cbrminfo@veritaglobal.com) with a reference to “CBRM” in the subject line; or (c) writing to Verita at CBRM Realty Inc., et al. c/o Kurtzman Carson Consultants, LLC 222 N. Pacific Coast Highway, Suite 300, El Segundo CA 90245. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors’ restructuring website, <https://www.veritaglobal.net/cbrm>, or for a fee via PACER at: <http://pacer.psc.uscourts.gov>.

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<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Plan.

<sup>3</sup> **Annex 1** contains a list of all documents filed in the First Plan Supplement and **Annex 2** contains a list of all documents filed in the Second Plan Supplement.

Dated: September 4, 2025

Respectfully submitted,

/s/ Andrew Zatz

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**Annex 1**

**I. *Notice of Filing of Plan Supplement* [Docket No. 411]**

<b><u>Exhibit</u></b>	<b><u>Document</u></b>
A	Kelly Hamilton Purchase Agreement
B	Rejected Executory Contract and Unexpired Lease List
C	Creditor Recovery Trust Agreement
D	Schedule of Retained Causes of Action
E	Identity of Creditor Recovery Trustee
F	Identity of Members of Trust Advisory Committee
G	Schedule of Excluded Parties
H	Schedule of Transferred Subsidiaries
I	Schedule of Abandoned Entities

**Annex 2**

**I. *Second Notice of Filing of Plan Supplement* [Docket No. 502]**

<b><u>Exhibit</u></b>	<b><u>Document</u></b>
A	Kelly Hamilton Purchase Agreement
B	Creditor Recovery Trust Agreement
B-1	(Redline) Creditor Recovery Trust Agreement
C	Schedule of Retained Causes of Action
C-1	(Redline) Schedule of Retained Causes of Action
D	Schedule of Excluded Parties
D-1	(Redline) Schedule of Excluded Parties
E	Kelly Hamilton Assignment Agreement

**Exhibit A**

**Kelly Hamilton Purchase Agreement**

**PURCHASE AND SALE AGREEMENT**

by and between

**KELLY HAMILTON APTS LLC,**  
a Delaware limited liability company

and

**3650 SS1 PITTSBURGH LLC,**  
a Delaware limited liability company

Property Name: Kelly Hamilton Apartments  
Location: Pittsburgh, Pennsylvania

Execution Date: July 11, 2025

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is executed as of July 11, 2025 (the “**Execution Date**”) by and between KELLY HAMILTON APTS LLC, a Delaware limited liability company (“**Debtor**”), and 3650 SS1 PITTSBURGH LLC, a Delaware limited liability company (“**Bidder**”) or a nominee designated in accordance with this Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Final DIP Order (as hereinafter defined) or Article 1 hereof, as applicable.

### **WITNESSETH:**

**WHEREAS**, Debtor is the owner of the Property;

**WHEREAS**, Debtor is one of the debtors in the Bankruptcy Proceedings;

**WHEREAS**, Bidder is the DIP Lender under the DIP Facility;

**WHEREAS**, the Debtor has determined that it is in its best interest of Debtor to sell the Property to Bidder pursuant to a Kelly Hamilton Restructuring Transaction to be entered into in accordance with the terms and conditions of the Final DIP Order.

**WHEREAS**, the Debtor desires to sell the Property to Bidder, and Bidder desires to purchase the Property from Debtor, pursuant to a Kelly Hamilton Restructuring Transaction to be consummated in accordance with the terms and conditions of this Agreement, subject to a comprehensive auction process, including consideration of only Qualifying Bids, and Debtor’s agreement to provide the Breakup Fee in the event that the Debtor shall elect to enter into an Alternative Kelly Hamilton Restructuring Transaction in accordance with the terms and conditions of this Agreement and the entry of the Bidding Procedures Order authorizing the payment of the same.

**NOW THEREFORE**, in consideration of the foregoing premises, the payment of the Independent Consideration, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Bidder (collectively, the “**Parties**” and each, individually, a “**Party**”) hereby agree as follows:

### **ARTICLE 1 - CERTAIN DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, as used herein, the following terms shall have the following meanings:

“**Affiliate**” shall mean any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person.

“**Agreement**” shall have the meaning assigned to such term in the Preamble.



**“Alternative Agreement”** shall mean any agreement to purchase the Property pursuant to a Kelly Hamilton Restructuring Transaction in accordance with the terms and conditions of the Final DIP Order which shall provide for the Minimum Alternative Purchase Price and is otherwise on terms and conditions no less favorable to the Debtor than the terms and conditions of this Agreement and which the Debtor shall determine is in the best interest of the Debtor to enter in replacement of this Agreement.

**“Alternative Agreement Notice”** shall mean a written notice from Debtor to Bidder indicating Debtor’s desire to enter into an Alternative Agreement which notice, as a condition to the effectiveness thereof, shall be accompanied by a true, correct and complete copy of the proposed Alternative Agreement.

**“Alternative Kelly Hamilton Restructuring Transaction”** shall mean any Kelly Hamilton Restructuring Transaction proposed to be consummated in accordance with the terms and conditions of an Alternative Agreement, in which case this Agreement shall be null and void as of the closing of such transaction and the Parties shall be released from any further liability or obligation hereunder other than the payment of the Breakup Fee, without further action of the Parties hereto and without either Party being deemed to be in default under this Agreement.

**“Assignment and Assumption of Contracts”** shall have the meaning assigned to such term in **Section 5.2(a)(iii)** hereof.

**“Assignment and Assumption of HAP Contract”** shall mean an Assignment, Assumption and Amendment of Section 8 Housing Assistance Payments Contract in the form of **Exhibit B** attached hereto and by this reference made a part hereof or such other form as may be required by HUD.

**“Assumed Contract Claims”** shall mean any claims or Causes of Action of the Debtors or their estates against any third party arising under or relating solely to any Assumed Contract.

**“Assumed Contracts”** shall mean all executory contracts and unexpired leases assumed by the Debtor and assigned to the Bidder in the Bankruptcy Proceedings in accordance with the procedures set forth in the Bidding Procedures Order, including the Scheduled Contracts and any executory contracts and leases hereafter entered into by Debtor in the ordinary course of business in connection with the leasing and operation of the Real Property.

**“Assumed Liabilities”** shall mean (i) all Liabilities under the Assumed Contracts arising on or after the Closing, (ii) all Cure Costs related to the Assumed Contracts, (iii) each Senior Claim to the extent such Senior Claim is not paid in full in cash by Bidder or an affiliate thereof as of the Closing Date and (iv) real estate taxes and other normal and customary operating expenses of the Property that are unpaid as of the Closing Date and would typically be prorated in connection with the sale of real property.

**“Available Credit Bid Amount”** shall mean the sum of the DIP Facility Obligations and the Manager Administrative Expense Claim.

**"Bankruptcy Court"** shall mean the United States Bankruptcy Court for the District of New Jersey.

**"Bankruptcy Proceedings"** shall mean the proceedings pursuant to the Bankruptcy Code in the case styled In re CBRM Realty, Inc., et. al., Case No. 25-15343 (MBK), presently pending before the Bankruptcy Court.

**"Base Amount"** shall mean an amount equal to the sum of (a) the DIP Facility Obligations and (b) the amount of the Manager Administrative Expense Claim.

**"Bidder"** shall have the meaning assigned to such term in the Preamble.

**"Bidding Procedures Order"** shall mean an Order of the Bankruptcy Court approving, among other things, the bidding procedures for an auction process for the Property, approving Bidder as the stalking horse bidder and the Breakup Fee, which Order shall be in form and substance reasonably acceptable to Debtor and Bidder. Such **"Bidding Procedures Order"** shall provide for Bidder to be the winning bidder so long as it agrees to pay an amount that it is not less than the highest other Qualifying Bid, if any.

**"Breakup Fee"** shall mean a payment in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), which amount shall be payable from of the Cash proceeds (if any) of an Alternative Kelly Hamilton Restructuring Transaction solely upon (x) the Bankruptcy Court entering a Bidding Procedures Order authorizing the payment of the Breakup Fee, (y) the Bankruptcy Court entering a Final Order authorizing the Debtor to enter into and consummate such Alternative Kelly Hamilton Restructuring Transaction, and (z) the consummation of such Alternative Kelly Hamilton Restructuring Transaction in accordance with its terms.

**"Business Day"** shall mean any day other than a Saturday, Sunday or a day on which banks in Pittsburgh, Pennsylvania are required or permitted to be closed for business in accordance with the requirements of applicable Laws.

**"Casualty/Condemnation Proceeds"** shall mean any awards or proceeds payable by any insurer or Governmental Authority in connection with any casualty with respect to the Real Property or any taking of the Real Property by the power of eminent domain.

**"Causes of Action"** shall have the meaning assigned to such term in the Plan.

**"Closing"** shall mean the closing of the Transaction.

**"Closing Date"** shall mean the date on which the Transaction closes.

**"Closing Documents"** shall mean any and all documents to be executed and delivered by Debtor and Bidder in connection with the Closing in accordance with the terms and conditions of this Agreement.

**“Closing Statement”** shall have the meaning assigned to such term in **Section 6.2(f)** hereof.

**“Common-Interest Communications”** means documents, information, or communications that are subject to the attorney-client privilege, attorney-work product doctrine, joint defense, or other privilege or protection from disclosure, and (a) are in the Debtor’s possession, and (b) are shared between or among (i) the Debtor, on the one hand, and (ii) any third-party entity or its representatives that share a common legal interest with the Debtor, on the other hand, including documents that reflect defense strategy, case evaluations, discussions of settlements or resolutions, and communications regarding underlying litigation.

**“Creditor Recovery Trust”** shall have the meaning assigned to such term in the Plan.

**“Creditor Recovery Trust Amount”** shall have the meaning assigned to such term in the Plan.

**“Cure Costs”** shall mean means the amounts, as determined pursuant to the Bidding Procedures Order, necessary to cure all of the Debtor’s monetary defaults, if any, and to pay all actual pecuniary losses that have resulted from such defaults under any executory contracts or unexpired leases and that must be paid pursuant to section 365(b)(1)(A) and section 365(b)(1)(B) of the Bankruptcy Code to effectuate the assumption of such executory contracts or unexpired leases by the Debtors and the assignment thereof to the Bidder.

**“Cutoff Date”** shall mean the date that is one day prior to the hearing to consider approval of the Sale Order.

**“D&O Liability Insurance Policies”** shall have the meaning assigned to such term in the Plan.

**“Debtor”** shall have the meaning assigned to such term in the Preamble.

**“Deed”** shall have the meaning assigned to such term in **Section 5.2(a)(i)** hereof.

**“DIP Facility”** shall mean the debtor in possession financing facility provided to the Debtors under the DIP Facility Documents.

**“DIP Facility Documents”** shall mean the Senior Secured Super Priority Debtor-In-Possession Credit Agreement by and among the Kelly Hamilton Loan Parties and the DIP Lender dated as of June 23, 2025 and all other documents and instruments executed and delivered in connection therewith which evidence the DIP Facility.

**“DIP Facility Obligations”** shall mean, the sum of the following amounts outstanding as of the Closing Date:

- (a) the Outstanding DIP Facility Principal Amount;

(b) all accrued and unpaid interest on the Outstanding DIP Facility Principal Amount and any interest capitalized thereunder;

(c) any attorneys' fees of counsel for the DIP Lender in connection with the Bankruptcy Proceedings, the preparation and negotiation of this Agreement and the consummation of the Transaction; and

(d) any other sums outstanding under the DIP Facility Documents as of the Closing Date.

**"DIP Lender Litigation Claims"** shall have the meaning assigned to such term in the Final DIP Order.

**"Escrow Agent"** shall mean the Title Company in its capacity as escrow agent.

**"Execution Date"** shall have the meaning assigned to such term in the Preamble.

**"Excluded Liabilities"** shall mean any Liabilities, claims and Causes of Action that are not included within the definition of Assumed Liabilities.

**"Fee Escrow Amount"** shall have the meaning assigned to such term in the Plan.

**"Final DIP Order"** shall mean that certain *Final Order (i) Authorizing the Kelly Hamilton Loan Parties to Obtain Senior Secured Priming Superpriority Postpetition Financing, (ii) Granting Liens and Superpriority Administrative Expense Claims, (iii) Modifying the Automatic Stay and (iv) Granting Related Relief* [Docket No. 178] entered by the Bankruptcy Court on June 19, 2025.

**"Final Order"** shall mean (a) an Order of the Bankruptcy Court or (b) an Order of any other court having jurisdiction over any appeal from (or petition seeking certiorari or other review of) any Order of the Bankruptcy Court, in each case as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending; *provided, however*, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure or local rules of the Bankruptcy Court, may be filed relating to such Order shall not prevent such Order from being a Final Order.

**"Financial Records"** shall mean the financial records of Debtor in connection with the leasing, management, operation and ownership of the Real Property, including, without limitation, all operating statements, rent rolls, budgets, statements of accounts receivable and accounts payable, delinquency reports, and information regarding Tenant Deposits; *provided* such materials shall exclude information protected or purportedly protected by the attorney-client privilege or attorney work product doctrine, including information shared pursuant to any joint defense, common interest, or confidentiality agreement among the Debtors and any Affiliate or Insider, and any Common-Interest Communications, appraisals, and internal Debtor memorandums.

**“General Administrative Claims”** shall have the meaning assigned to such term in the Plan.

**“Governmental Authority”** shall mean the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, including, without limitation, the Bankruptcy Court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

**“HAP Contract”** shall mean that certain Housing Assistance Payments Contract dated as of October 1, 1982 between Debtor, U.S. Department of Housing and Urban Development and Pennsylvania Housing Finance Agency, as renewed and amended pursuant to that certain Renewal HAP Contract for Section 8 Mark-Up-To-Market Project entered into as of September 1, 2023.

**“HAP Contract Assignment and Assumption”** shall mean the assumption and assignment of the HAP Contract to the Bidder or its designated nominee.

**“HUD”** shall mean the U.S. Department of Housing and Urban Development.

**“Independent Consideration”** shall have the meaning assigned to such term in Section 2.3 hereof.

**“Insider”** shall mean an “insider” as defined in section 101(31) of the Bankruptcy Code.

**“Insurance Causes of Action”** shall have the meaning assigned to such term in the Plan.

**“Insurance Policies”** shall have the meaning assigned to such term in the Plan.

**“Intangible Personal Property”** shall mean all of that certain intangible property owned by Debtor relating to the leasing, management, operation and ownership of the Real Property, including, without limitation, all of Debtor’s right, title and interest in, to and under the Property Documents and Materials, any tradenames used in connection with the leasing, management, operation and ownership of the Real Property, including, without limitation, the name “Kelly Hamilton” and any internet websites or domain names used in connection with the operation of the Real Property.

**“Kelly Hamilton Go-Forward Trade Claims”** shall have the meaning assigned to such term in the Plan.

**“Laws”** shall mean any law, enactment, statute, code, ordinance, order, rule, regulation, judgment, decree, writ, injunction, authorization, covenant, condition, restriction or agreement, or other direction or requirement of any Governmental Authority.

**"Leases"** shall mean all unexpired leases, occupancy agreements, and any other agreements for the use, possession, or occupancy of any portions of the Real Property as of the Closing Date.

**"Liabilities"** shall mean, as to any Person, any claim (as defined by section 101(5) of the Bankruptcy Code), debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine or contribution obligation of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed. For purposes hereof, the term **"Liabilities"** shall specifically exclude any legal fees and expenses of Debtor's counsel.

**"Losses"** shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement of whatever kind or nature (including but not limited to reasonable attorneys' fees and other costs of defense).

**"Major Casualty/Condemnation"** shall mean any casualty, condemnation proceedings, or eminent domain proceedings to the extent that (i) the portion of the Property that is the subject of such casualty or such condemnation or eminent domain proceedings has a value in excess of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00), or (ii) such casualty is an uninsured casualty.

**"Manager"** shall mean, together, LAGSP LLC and Lynd Management Group.

**"Manager Administrative Expense Claim"** shall mean the Manager Administrative Expense Claim as defined in the *Debtors' Motion for Entry of an Order Authorizing the Debtors to Assume Certain Amended and Restated Property Management and Asset Management Agreements* [Docket No. 128].

**"Mineral Rights"** shall mean all of Bidder's right, title and interest, if any, in and to all oil, gas, coal and other minerals within and underlying the real property to be conveyed pursuant hereto, together with appurtenant mining, drilling and extraction rights and all other rights and privileges appurtenant thereto, if any.

**"Minimum Alternative Base Amount"** shall mean an amount equal to one hundred five percent (105%) of the sum of (a) the Base Amount and (b) the Breakup Fee.

**"Minimum Alternative Purchase Price"** shall mean the sum of (a) the Minimum Alternative Base Amount and (b) the Assumed Liabilities; *provided* that the Manager Administrative Expense Payment shall be deemed satisfied by the Minimum Alternative Base Amount.

**"New Bidder"** shall mean any bidder submitting a bid for the purchase of the Property pursuant to an Alternative Agreement.

**"Order"** means any order, writ, judgment, injunction, decree, rule, ruling, directive, determination or award made, issued or entered by or with any Governmental Entity, whether preliminary, interlocutory or final, including by the Bankruptcy Court in the Bankruptcy Proceedings (including the Sale Order).

**"Original DIP Facility Principal Amount"** shall mean NINE MILLION SEVEN HUNDRED FIVE THOUSAND ONE HUNDRED SIXTY-TWO AND NO/100 DOLLARS (\$9,705,162.00).

**"Other Priority Claims"** shall have the meaning assigned to such term in the Plan.

**"Other Secured Claims"** shall have the meaning assigned to such term in the Plan.

**"Outside Closing Date"** shall mean September 30, 2025, subject to extension as provided in Section 6.4.

**"Outstanding DIP Facility Principal Amount"** shall mean the sum of the Original DIP Facility Principal Amount and any sums added to the Original DIP Facility Principal Amount as principal pursuant to the DIP Facility Documents, whether as capitalized interest, protective advances or otherwise.

**"Owner's Title Policy"** shall mean an ALTA owner's title insurance policy to be issued by the Title Company to Bidder in the form of the Proforma Title Policy insuring Bidder as the owner of the Real Property in an amount equal to the Purchase Price.

**"Parties"** shall have the meaning assigned to such term in the Recitals.

**"Party"** shall have the meaning assigned to such term in the Recitals.

**"Permitted Exceptions"** shall mean those matters set forth in Schedule B of the Proforma Title Policy.

**"Person"** shall mean any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

**"Personal Property"** shall mean, collectively, the Tangible Personal Property and the Intangible Personal Property to the extent owned by Debtor.

**"Plan"** shall mean the *Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates*, dated as of June 30, 2025, as amended, amended and restated, supplement or other modified from time to time.

**"Preamble"** shall mean the preamble to this Agreement on Page 1 hereof.

**“Priority Tax Claims”** shall have the meaning assigned to such term in the Plan.

**“Proforma Title Policy”** shall mean the Proforma Owner’s Policy attached hereto as **Exhibit C** and by this reference made a part hereof.

**“Property”** shall mean, collectively, (a) the Real Property, (b) the Personal Property, (c) the Assumed Contracts, (d) the Tenant Deposits, (e) all cash on hand, in bank accounts, or in escrow or reserve accounts established pursuant to the DIP Facility Documents, (f) all books and records of Debtor, subject to the right of Debtor to retain copies of such books and records to the extent necessary for the administration of the Creditor Recovery Trust or the Wind-Down; (g) the Assumed Contract Claims; and (h) the DIP Lender Litigation Claims. Notwithstanding anything to the contrary contained herein, the term **“Property”** shall specifically exclude (i) the Creditor Recovery Trust Amount, or any other amounts held or designated for the benefit of the Creditor Recovery Trust; (ii) all Insurance Policies and any Insurance Causes of Action, including the D&O Liability Insurance Policies, and any rights or claims thereunder; (iii) any claims or Causes of Action of the Debtor or Debtor’s estate against any third party other than the Assumed Contract Claims and the DIP Lender Litigation Claims; and (iv) the Fee Escrow Amount.

**“Property Documents and Materials”** shall mean all documents and materials relating to the leasing, management, operation and ownership of the Real Property in Debtor’s possession or control, including, without limitation, (a) the Leases and any files relating to the leasing of the Real Property, (b) the Financial Records, (c) service contracts, (d) operating manuals, (e) warranties, (f) property management agreements to the extent remaining in force after Closing, (g) the HAP Contract and any documentation relating to the compliance or non-compliance of the Real Property relating thereto, (h) real estate tax bills and notices, (i) utility tax bills and notices, (j) plans and specifications, (k) licenses, permits and approvals, (l) certificates of use and occupancy and (m) notices from and correspondence with Governmental Authorities; *provided* such documents and materials shall exclude appraisals, internal Debtor memorandums and correspondence and materials covered by an attorney client privilege.

**“Purchase Price”** shall mean the sum of (a) the Base Amount and (b) the Assumed Liabilities; *provided* that the Manager Administrative Expense Payment shall be deemed satisfied by the Base Amount.

**“Qualifying Bid”** shall have the meaning assigned to such term in the Bidding Procedures Order, provided that such bid must provide for a payment in an amount equal to the Minimum Alternative Purchase Price.

**“Real Property”** shall mean the real property legally described in **Exhibit A** attached hereto and by this reference made a part hereof, together with all improvements and fixtures located thereon, and any rights, privileges and appurtenances pertaining thereto, including without limitation all of Seller’s right, title and interest, if any, in and to any Mineral Rights.

**“Recitals”** shall mean the recitals to this Agreement on Page 1 hereof.



**"Rents"** shall mean and include all rents, administrative charges, utility charges and other sums and charges payable by Tenants under the Leases.

**"Representatives"** shall mean, with respect to a particular Person, any director, officer, employee or other authorized representative of such Person or its subsidiaries, including such Person's attorneys, accountants, financial advisors and restructuring advisors.

**"Sale Order"** shall mean an Order of the Bankruptcy Court confirming the Plan and authorizing the sale of the Property by Debtor to Bidder pursuant to this Agreement and the Plan in accordance with the provisions of section 1123 of the Bankruptcy Code, free and clear of any claims, liens or interests against the Debtor or any parties claiming by, through or under the Debtor, including, without limitation, (i) any claims of the United States seeking forfeiture of the Property or any portion thereof, and (ii) any other claim, lien, or interest, whether or not that claim, lien, or interest is junior to the liens granted under the Final DIP Order, of any person or entity that was provided notice of entry of the Final DIP Order and failed to object to or consented to entry of the Final DIP Order, which Order shall be in form and substance reasonably acceptable to the Parties.

**"Scheduled Closing Date"** shall mean the date ten (10) Business Days following the issuance of the Sale Order, subject to extension as provided in Section 6.4.

**"Scheduled Contracts"** shall mean those executory contracts and unexpired leases identified in **Exhibit D** attached hereto and by this reference made a part hereof.

**"Senior Claims"** shall mean, collectively: (a) General Administrative Claims allowed against the Debtor; (b) Priority Tax Claims allowed against Debtor; (c) Other Priority Claims allowed against Debtor; (d) Other Secured Claims allowed against Debtor; and (e) Kelly Hamilton Go-Forward Trade Claims allowed against Debtor, but in each case solely to the extent that the same relate to the Property. For the avoidance of any doubt, the Manager Administrative Expense Claim shall constitute a General Administrative Claim; *provided* that the extent to which the Manager Administrative Expense Claim is satisfied in cash by Bidder following the Closing Date shall be subject to the mutual consent of Bidder and the Manager.

**"Surviving Obligations"** shall mean any liabilities and obligations that this Agreement expressly provides shall survive the termination hereof.

**"Tangible Personal Property"** shall mean any tangible personal property owned by Debtor which is located at and used in connection with the operation of the Real Property as of the Closing Date.

**"Tenant Deposits"** shall mean all refundable deposits (whether cash or non-cash) paid or deposited by the Tenants with Debtor, as landlord, or any other person on Debtor's behalf pursuant to the Leases (together with any interest which has accrued thereon as required by the terms of such Lease, but only to the extent such interest has accrued for the account of the

respective Tenants or as required by Law), to the extent the same have not been advanced or paid to DIP Lender on or prior to the Closing Date.

**“Tenants”** shall mean the tenants under the Leases.

**“Title Company”** shall mean Chicago Title Insurance Company.

**“Transaction”** shall mean the transactions contemplated by this Agreement.

**“Wind-Down”** shall have the meaning assigned to such term in the Plan.

## **ARTICLE 2 - PURCHASE AND SALE OF PROPERTY**

### **2.1 Agreement for Purchase and Sale.**

(a) Subject to the provisions of **Section 2.1(b)** herein below, Debtor agrees to sell to Bidder, and Bidder, or its nominee by way of an assignment of this Agreement and all of the duties and obligations hereunder, agrees to purchase from Debtor, all of Debtor’s right, title and interest in and to the Property.

(b) In the event that the Debtor shall determine that it is in the best interest of the Debtor to sell the Property to a New Bidder pursuant to an Alternative Agreement and (i) Debtor shall deliver an Alternative Agreement Notice to Bidder on or before the Cutoff Date and (ii) Debtor shall make payment of the Breakup Fee to Bidder by wire transfer to the account identified in **Exhibit E** attached hereto and by this reference made a part hereof solely upon (x) the Bankruptcy Court entering a Bidding Procedures Order authorizing the payment of the Breakup Fee, (y) the Bankruptcy Court entering a Final Order authorizing the Debtor to enter into and consummate such Alternative Kelly Hamilton Restructuring Transaction, and (z) the consummation of such Alternative Kelly Hamilton Restructuring Transaction in accordance with its terms. Upon the closing of the Alternative Kelly Hamilton Restructuring Transaction, this Agreement shall automatically terminate, whereupon the Parties shall be released from any further liability or obligation hereunder. Notwithstanding anything to the contrary contained herein, no Alternative Agreement shall be permitted to adversely affect the rights of the DIP Lender under the DIP Facility Documents.

**2.2 Purchase Price.** In consideration of the sale of the Property by Debtor to Bidder in accordance with the terms and conditions of this Agreement, Bidder shall pay or be deemed to pay the Purchase Price to Debtor on the Closing Date by (a) credit bidding the Available Credit Bid Amount and (b) assuming the Assumed Liabilities, provided that the Manager Administrative Expense Payment shall be deemed satisfied by the Base Amount. To the extent that any sums shall be required to pay the obligations of Bidder described in clause (b) of the preceding sentence due as of the Closing Date or pay closing costs for which Bidder is responsible

hereunder, Bidder shall deliver such a cash payment to Escrow Agent as may be required for purposes of paying such sums.

2.3 Independent Consideration. Simultaneously with the execution of this Agreement, Bidder shall make a nonrefundable payment to Debtor in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) (the "**Independent Consideration**"). Debtor acknowledges and agrees that Debtor's receipt of the Independent Consideration constitutes adequate and agreed upon consideration for Debtor entering into this Agreement notwithstanding the limitations on Debtor's remedies in the event of a default by Bidder pursuant to Section 9.1 hereof. Without limiting the generality of the foregoing, the Parties hereby waive any defense to the enforcement of this Agreement on the grounds that the same is an illusory contract.

### **ARTICLE 3 - TITLE MATTERS**

3.1 Title. At Closing, Debtor shall convey good and marketable title to the Real Property to Bidder or its nominee pursuant to the Deed, subject only to the Permitted Exceptions.

3.2 Title Insurance. At Closing, the Title Company shall issue (or be irrevocably committed to issuing) the Owner's Title Policy to Bidder.

### **ARTICLE 4 - AS-IS SALE**

4.1 AS-IS SALE. BIDDER ACKNOWLEDGES AND AGREES THAT, AT THE TIME OF CLOSING, DEBTOR SHALL SELL AND CONVEY TO BIDDER, AND BIDDER SHALL ACCEPT AND PURCHASE FROM DEBTOR, THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. EXCEPT FOR REPRESENTATIONS AND WARRANTIES, IF ANY, EXPRESSLY SET FORTH IN THIS AGREEMENT, BIDDER HAS NOT RELIED AND WILL NOT RELY ON, AND DEBTOR HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, WHETHER PROVIDED TO BIDDER BY DEBTOR OR ANY AGENT OR REPRESENTATIVE OF DEBTOR. BIDDER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED REAL ESTATE INVESTOR AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BIDDER'S CONSULTANTS IN PURCHASING THE PROPERTY AND BIDDER SHALL MAKE, AND HAS HAD THE OPPORTUNITY TO MAKE, AN INDEPENDENT VERIFICATION OF THE ACCURACY OF ANY DOCUMENTS AND INFORMATION PROVIDED TO BIDDER BY OR ON BEHALF OF DEBTOR. BIDDER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BIDDER DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, SUCH INSPECTIONS WITH RESPECT TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BIDDER SHALL DETERMINE APPROPRIATE.

4.2 RELEASE. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, EFFECTIVE AS OF THE CLOSING DATE, BIDDER HEREBY FOREVER RELEASES AND DISCHARGES DEBTOR FROM ALL RESPONSIBILITY AND LIABILITY, WHETHER ARISING BEFORE OR

AFTER THE CLOSING DATE, RELATING TO THE CONDITION, VALUATION, SALABILITY OR UTILITY OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PURPOSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WITH RESPECT TO CONDITIONS RELATING TO THE PRESENCE IN THE SOIL, AIR, STRUCTURES AND SURFACE AND SUBSURFACE WATERS, OF HAZARDOUS MATERIALS OR OTHER MATERIALS OR SUBSTANCES THAT HAVE BEEN OR MAY IN THE FUTURE BE DETERMINED TO BE TOXIC, HAZARDOUS, UNDESIRABLE OR SUBJECT TO REGULATION AND THAT MAY NEED TO BE SPECIALLY TREATED, HANDLED AND/OR REMOVED FROM THE PROPERTY UNDER CURRENT OR FUTURE LAWS, AND ANY STRUCTURAL AND GEOLOGIC CONDITIONS, SUBSURFACE SOIL AND WATER CONDITIONS AND SOLID AND HAZARDOUS WASTE AND HAZARDOUS MATERIALS ON, UNDER, ADJACENT TO OR OTHERWISE AFFECTING THE PROPERTY) AND WAIVES ANY CLAIM BIDDER MAY HAVE AGAINST DEBTOR WITH RESPECT THERETO UNDER THE DIP FACILITY DOCUMENTS AS OF SUCH CLOSING DATE. BIDDER FURTHER HEREBY WAIVES (AND BY CLOSING THIS TRANSACTION WILL BE DEEMED TO HAVE WAIVED) ANY AND ALL OBJECTIONS AND COMPLAINTS (INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND LOCAL STATUTORY AND COMMON LAW BASED ACTIONS, AND ANY PRIVATE RIGHT OF ACTION UNDER ANY FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR GUIDELINES TO WHICH THE REAL PROPERTY IS OR MAY BE SUBJECT) CONCERNING THE PHYSICAL CHARACTERISTICS AND ANY EXISTING CONDITIONS OF THE REAL PROPERTY. BIDDER FURTHER HEREBY ASSUMES THE RISK OF CHANGES IN APPLICABLE LAWS AND REGULATIONS RELATING TO PAST, PRESENT AND FUTURE ENVIRONMENTAL CONDITIONS ON THE REAL PROPERTY AND THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS.

4.3 EXCLUDED CLAIMS. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO CONSTITUTE AN ASSUMPTION BY BIDDER OF ANY EXCLUDED LIABILITIES.

4.4 SURVIVAL. THE PROVISIONS OF THIS ARTICLE 4 SHALL SURVIVE THE CLOSING.

#### **ARTICLE 5 - CLOSING**

5.1 Escrow Closing.

(a) Subject to the satisfaction of the conditions precedent to the obligations of Bidder and Debtor set forth in Section 6.1 and Section 6.2 hereof, the Parties shall conduct the Closing on the Scheduled Closing Date, or such other earlier or later date as may be agreed upon by the Parties, as an escrow-style closing through the Title Company as escrow agent pursuant to escrow closing instructions to be delivered to the Title Company consistent with the terms and conditions of this Agreement so that it will not be necessary for any Party to attend the Closing. In the event of any conflict between this Agreement and the escrow instructions, the terms and conditions of this Agreement shall prevail.

(b) Provided all conditions precedent to Debtor's obligations hereunder have been satisfied, Debtor agrees to convey the Property to Bidder upon delivery of the items to be delivered by Bidder to Debtor pursuant to Section 5.3.

(c) The items to be delivered by Debtor or Bidder in accordance with the terms of **Section 5.2** and **Section 5.3** shall be delivered to the Title Company no later than 5:00 p.m. Eastern Time on the last Business Day prior to the Closing Date.

5.2 Debtor's Closing Deliveries.

(a) At the Closing, Debtor shall deliver the following items to the Title Company:

(i) Deed. A special warranty deed for the Property other than the Mineral Rights in the form of **Exhibit F** attached hereto and by this reference made a part hereof ("**Deed**"), executed and acknowledged by Debtor in recordable form, subject to the Permitted Exceptions, and (y) a quitclaim deed for the Mineral Rights in the form of **Exhibit F-1** attached hereto and by this reference made a part hereof executed and acknowledged by Debtor in recordable form;

(ii) Bill of Sale and General Assignment. A quitclaim bill of sale in the form of **Exhibit G** attached hereto and by this reference made a part hereof, executed by Debtor;

(iii) Assignment and Assumption of Contracts. An assignment and assumption of the Assumed Contracts in the form of **Exhibit H** attached hereto and by this reference made a part hereof ("**Assignment and Assumption of Contracts**") executed by Debtor;

(iv) Assignment and Assumption of HAP Contract. An Assignment and Assumption of the HAP Contract executed by Bidder, together with such additional documents as HUD may require be furnished by Debtor in connection with HUD's approval of the Assignment and Assumption of HAP Contract;

(v) Certified Rent Roll. A rent roll for the Real Property reflecting the name of each Tenant, the apartment occupied by such Tenant, the then current Rent payable by such Tenant under its Lease, any due and unpaid Rent owed by such Tenant as of the Closing Date and the Tenant Deposits made by such Tenant pursuant to its Lease certified by Debtor as true and correct as of the Closing Date;

(vi) Notice to Tenants. A single form letter in the form of **Exhibit I** attached hereto and by this reference made a part hereof, executed by Debtor, duplicate copies of which shall be sent by Bidder after Closing to the Tenants under the Lease;

(vii) Non-Foreign Status Affidavit. A non-foreign status affidavit in the form of **Exhibit J** attached hereto and by this reference made a part hereof, as required by Section 1445 of the Internal Revenue Code, executed by Debtor or, if

Debtor is a disregarded entity for United States federal income tax purposes, the appropriate non-disregarded entity owning an interest in Debtor;

(viii) Title Affidavit. A title affidavit and gap indemnity in such form as may be required by the Title Company and form reasonably acceptable to Debtor;

(ix) Closing Statement. A mutually acceptable form of a joint closing statement setting forth the sums to be disbursed by the Escrow Agent at Closing (the "Closing Statement"), executed by Debtor;

(x) Other Documents. Applicable transfer or sales tax filings and such other documents as may be reasonably required by the Title Company or may be agreed upon by Debtor and Bidder to consummate the Transaction to the extent required and not exempt; and

(b) On the Closing Date, Debtor shall deliver to Bidder, which may occur by leaving the same at the Real Estate, any Property Documents and Materials to the extent not previously furnished to Bidder.

5.3 Bidder's Closing Deliveries. At the Closing, Bidder shall deliver the following items to the Title Company:

(a) Release and Satisfaction. An instrument in form and substance reasonably acceptable to Debtor confirming the release of Debtor from liability under the DIP Facility Documents.

(b) Assignment and Assumption of Contracts. An Assignment and Assumption of Contracts executed by Bidder;

(c) Assignment and Assumption of HAP Contract. An Assignment and Assumption of the HAP Contract executed by Bidder, together with such additional documents as HUD may require be furnished by Bidder in connection with HUD's approval of the Assignment and Assumption of HAP Contract, together with such additional documents as HUD may require be furnished by Bidder in connection with HUD's approval of the Assignment and Assumption of HAP Contract;

(d) Closing Statement. The Closing Statement, executed by Bidder;

(e) Other Documents. Applicable transfer or sales tax filings and such other documents as may be reasonably required by the Title Company or may be agreed upon by Debtor and Bidder to consummate the Transaction to the extent required and not exempt; and

(f) Cash Payment. Any sums required to pay (i) the obligations of Bidder described with respect to any Assumed Liabilities due as of the Closing Date other than

the Manager Administrative Expense Claim and (ii) closing costs for which Bidder is responsible hereunder (if any) shall be paid by wire transfer to the Escrow Agent.

5.4 No Proration of Income and Expenses. In consideration of the transfer of all cash on hand, in bank accounts, or in escrow or reserve accounts established pursuant to the DIP Facility Documents, exclusive of the Credit Recovery Trust Amount and the Fee Escrow Amount, and Bidder's assumption of all of the Assumed Liabilities, there shall be no proration of income or expenses with respect to the Property as of the Closing Date. Accordingly, at the time of Closing, (a) Bidder shall become entitled to the receipt of all income from the Property collected from and after the Closing Date regardless of whether the amount thereof is attributable to the period prior to or after the Closing Date, and (b) Bidder shall become responsible for the payment of all expenses with respect to the Property that would normally and customarily be prorated at the time of Closing regardless of whether the amount thereof is attributable to the period prior to or after the Closing Date. The provisions of this **Section 5.4** shall survive the Closing.

5.5 Tenant Deposits. On the Closing Date, Debtor shall, to the extent in its possession, turnover all of the Tenant Deposits to Bidder or wire transfer the amount thereof to the Title Company for payment to Bidder at the time of Closing.

5.6 Closing Costs.

(a) Bidder shall pay all normal and customary closing costs in connection with the sale of the Property, including, without limitation: (i) unless otherwise exempt from payment by reason of the Bankruptcy Proceedings, all transfer taxes, sales taxes and similar charges, if any, applicable to the transfer of the Property to Bidder, (ii) all premiums and charges of the Title Company for the title commitment and the Owner's Title Policy (including any endorsements requested by Bidder), (iii) the cost of any update of the Survey, (iv) all recording and filing charges in connection with the instruments by which Debtor conveys the Property to Bidder properly paid by the Bidder in commercial real estate transactions in Allegheny County, Pennsylvania (v) all escrow or closing charges, (vi) all fees due to Bidder's attorneys in connection with this Agreement; and (vii) to the extent due as of the Closing Date, all Cure Costs for all Assumed Contracts pursuant to section 365 of the Bankruptcy Code. Notwithstanding anything to the contrary contained herein, Bidder shall have no liability or obligation with respect to the payment of the attorneys' fees and expenses of Debtor or any sums due to any other Representatives of Debtor.

(b) The obligations of Bidder under this **Section 5.6** shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

## **ARTICLE 6 - CONDITIONS PRECEDENT**

6.1 Conditions Precedent to Bidder's Obligations. Bidder's obligation to close the Transaction is conditioned on all of the following:

(a) Accuracy of Representations and Warranties. All of the representations and warranties of Debtor contained in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if the same had been made as of the Closing Date;

(b) Legal Proceedings. No court order, injunction, legal action, suit or other legal proceeding shall be pending against Debtor as of the Closing Date (i) seeking to restrain or prohibit the purchase and sale of the Property or the consummation of the Transaction or (ii) seeking damages with respect to such purchase and sale or the consummation of the Transaction;

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order no later than September 15, 2025, in a form reasonably acceptable to Debtor and Bidder and such Order shall not have been stayed, reversed, revoked, modified or vacated;

(d) HAP Approval. HUD shall have executed and delivered the Assignment and Assumption of the HAP Contract to Escrow Agent and authorized Escrow Agent to release the same upon the completion of the Closing;

(e) Debtor's Performance. Debtor shall have delivered all of the documents and other items required pursuant to Section 5.2 hereof and shall have performed all other obligations to be performed by Debtor pursuant to this Agreement prior to Closing in all material respects.

6.2 Conditions Precedent to Debtor's Obligations. Debtor's obligation to close the Transaction is conditioned on all of the following:

(a) Accuracy of Representations and Warranties. All of the representations and warranties of Bidder contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if the same had been made as of the Closing Date;

(b) Legal Proceedings. No court order, injunction, legal action, suit or other legal proceeding shall be pending against Bidder as of the Closing Date (i) seeking to restrain or prohibit in the purchase and sale of the Property or the consummation of the Transaction, or (ii) seeking damages with respect to such purchase and sale or the consummation of the Transaction;

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order no later than September 15, 2025 and such Order shall not have been stayed, reversed, revoked, modified or vacated;

(d) Title Conditions Satisfied. At Closing, the Title Company shall issue (or be irrevocably committed to issuing) the Owner's Title Policy to Bidder; and



(e) Bidder's Performance. Bidder shall have delivered all of the documents and other items required pursuant to Section 5.3 hereof and shall have performed all other obligations to be performed by Bidder pursuant to this Agreement prior to Closing.

6.3 Waiver of Failure of Conditions Precedent. At any time on or before the date specified for the satisfaction of any condition, Debtor or Bidder may elect in writing to waive the benefit of any condition precedent to its obligations hereunder other than the entry of the Sale Order. By closing the Transaction, Debtor and Bidder shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Article 6, except to the extent that the same expressly survive Closing. In the event any of the conditions set forth in this Article 6 are neither waived nor fulfilled on or before the Outside Closing Date, as the same may be extended in accordance with the provisions of this Agreement, the Party for whose benefit the applicable condition exists may terminate this Agreement and exercise such rights and remedies, if any, that such Party may have in the event such termination is the result of a default hereunder by the other Party pursuant to the terms of Article 9. If this Agreement is terminated as a result of the failure of any condition set forth in this Article 6 that is not also a default hereunder, then neither Party shall have any further rights or obligations hereunder except for the Surviving Obligations.

6.4 Execution of Assignment and Assumption of HAP Contract. The Parties shall execute and deliver the Assignment and Assumption of HAP Contract to HUD as soon as practicable following the entry of the Sale Order. The Scheduled Closing Date and the Outside Closing Date shall be subject to extension for up to ten (10) Business Days in the event that the same is delayed by reason of the failure of HUD to execute and deliver the Assignment and Assumption of HAP Contract.

## **ARTICLE 7 - REPRESENTATIONS AND WARRANTIES**

7.1 Bidder's Representations and Warranties. Bidder represents and warrants to Debtor as follows:

(a) Bidder's Authorization. Bidder is duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to execute this Agreement, consummate the Transaction and fulfill all of its obligations hereunder and under all Closing Documents to be executed by Bidder. The execution and delivery of this Agreement and all Closing Documents to be executed and delivered by Bidder pursuant to this Agreement and the performance by Bidder of the obligations of Bidder hereunder and under such Closing Documents have been authorized by all requisite company action of Bidder. The obligations of Bidder under this Agreement constitute and, as of the Closing Date, the obligations of Bidder under the Closing Documents to be executed and delivered by Bidder pursuant to this Agreement shall constitute, the valid and binding obligations of Bidder enforceable in accordance with their respective terms. Without limiting the generality of the foregoing, neither the execution and delivery of this Agreement and Closing Documents to be executed and delivered by Bidder pursuant to this Agreement nor the performance by Bidder of the obligations of Bidder hereunder

under such Closing Documents will (i) result in the violation of any applicable Laws or any provision of Bidder's organizational documents, (ii) conflict with any order of any Governmental Authority binding upon Bidder, or (iii) conflict or be inconsistent with, or result in any default under, any contract, agreement or commitment by which Bidder is bound.

(b) Patriot Act Compliance. Bidder is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, group, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and Bidder is not engaging in this Transaction, directly or indirectly, on behalf of, or instigating or facilitating this Transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Bidder is not engaging in this Transaction, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Bidder have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Bidder is prohibited by Law or that the Transaction or this Agreement is or will be in violation of Law. Bidder has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing. Notwithstanding the foregoing, in no event shall Bidder's representations and warranties under this Section 7.1(b) apply to any person or entity which owns, has owned, or may hereafter own any publicly traded stock or other publicly traded securities of (i) Bidder (if any), or (ii) any Person which directly or indirectly owns an interest in Bidder.

Bidder's representations and warranties contained in this Section 7.1 shall survive the Closing and not be merged therein.

7.2 Debtor's Representations and Warranties. Debtor represents and warrants to Bidder as follows:

(a) Debtor's Authorization. Debtor is duly organized, validly existing and in good standing under the Laws of the State of Delaware and qualified to do business under the Laws of the Commonwealth of Pennsylvania and authorized to execute this Agreement and, subject to the entry of the Sale Order, consummate the Transaction and fulfill all of its obligations hereunder and under all Closing Documents to be executed by Debtor in connection herewith. The execution and delivery of this Agreement and all Closing Documents to be executed and delivered by Debtor pursuant to this Agreement and the performance by Debtor of the obligations of Debtor hereunder under such Closing Documents have been authorized by all requisite company action of Debtor. The obligations of Debtor under this Agreement constitute and, as of the Closing Date, the

obligations of Debtor under the Closing Documents to be executed and delivered by Debtor pursuant to this Agreement shall constitute, the valid and binding obligations of Debtor enforceable in accordance with their respective terms, subject to entry of the Sale Order. Without limiting the generality of the foregoing, but subject to entry of the Sale Order, neither the execution and delivery of this Agreement and Closing Documents to be executed and delivered by Debtor pursuant to this Agreement nor the performance by Debtor of the obligations of Debtor hereunder or under such Closing Documents will (i) result in the violation of any applicable Laws or any provision of Debtor's organizational documents, (ii) conflict with any order of any Governmental Authority binding upon Debtor, or (iii) conflict or be inconsistent with, or result in any default under, any contract, agreement or commitment by which Debtor is bound.

(b) Patriot Act Compliance. Debtor is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, group, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control and Debtor is not engaging in this Transaction, directly or indirectly, on behalf of, or instigating or facilitating this Transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Debtor is not engaging in this Transaction, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Debtor have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Debtor is prohibited by Law or that the Transaction or this Agreement is or will be in violation of Law. Debtor has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing. Notwithstanding the foregoing, in no event shall Debtor's representations and warranties under this Section 7.2(b) apply to any person or entity which owns, has owned, or may hereafter own any publicly traded stock or other publicly traded securities of (a) Debtor (if any), or (b) any entity which directly or indirectly owns an interest in Debtor.

7.2.2 Personal Property. Except for the liens and security interests created in favor of the DIP Lender under the DIP Facility Documents and as provided in the Sale Order, the Personal Property to be transferred to Bidder is free and clear of liens, security interests and other encumbrances.

7.2.3 Rents. Except for the assignments of the interest of Debtor in the Leases and Rents to the DIP Lender pursuant to the DIP Facility Documents, Debtor has not assigned, transferred or hypothecated its interest in the Leases and Rents.

7.2.4 Third-Party Rights. Debtor has not entered into any agreements currently in effect pursuant to which Debtor has granted any Person any option to purchase, right of first refusal to purchase, right of first option to purchase or other preferential right to purchase all or any part of the Property.

7.2.5 Litigation. Except for the Bankruptcy Proceedings and those matters listed in **Exhibit K** attached hereto and by this reference made a part hereof, there is not currently or threatened in writing any pending action, claim, suit, litigation or other proceeding to which Debtor is a party or which otherwise relates to the Property (including, without limitation, any condemnation proceedings).

7.2.6 Contracts. As of the Execution Date, Debtor has not entered into or assumed any leases or other executory contracts affecting the Property which will be binding upon Bidder after the Closing other than Scheduled Contracts.

Debtor's representations and warranties in this **Section 7.2** shall survive the Closing for a period of three (3) months and not be merged therein.

## **ARTICLE 8 - COVENANTS**

8.1 Compliance with DIP Facility Documents. Debtor shall at all times comply with the requirements of the DIP Facility Documents until Closing and nothing contained herein shall be deemed to limit or otherwise affect the rights or obligations of the Parties under the DIP Facility Documents prior to Closing.

8.2 Compliance with Requirements of Orders. Debtor shall comply with the requirements of all Orders.

## **ARTICLE 9 - DEFAULTS**

9.1 DEBTOR'S REMEDIES FOR BIDDER DEFAULTS. IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED DUE TO ANY DEFAULT BY BIDDER HEREUNDER, THEN DEBTOR SHALL BE ENTITLED, AS ITS SOLE REMEDY TO TERMINATE THIS AGREEMENT BY DELIVERY OF WRITTEN NOTICE TO BIDDER, WHEREUPON NEITHER PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER EXCEPT WITH RESPECT TO SURVIVING OBLIGATIONS.

9.2 BIDDER'S REMEDIES FOR DEBTOR DEFAULTS. IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED DUE TO DEBTOR'S DEFAULT HEREUNDER, BIDDER SHALL BE ENTITLED, AS ITS SOLE REMEDY, TO (A) TERMINATE THIS AGREEMENT BY DELIVERY OF WRITTEN NOTICE TO DEBTOR, WHEREUPON NEITHER PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER EXCEPT WITH RESPECT TO SURVIVING OBLIGATIONS OR (B) ENFORCE THIS AGREEMENT BY SPECIFIC PERFORMANCE PROVIDED ANY SUCH PROCEEDING IS COMMENCED WITHIN FORTY-FIVE (45) DAYS AFTER THE DEBTOR DEFAULT OCCURS GIVING RIGHT TO SUCH ENFORCEMENT.

## **ARTICLE 10 - CASUALTY/CONDEMNATION**

10.1 Right to Terminate. If, after the Execution Date, (a) any portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending taking), or (b) any portion of the Property is damaged or destroyed (excluding routine wear and tear and damage caused by any of Bidder's Representatives), Debtor shall notify Bidder in writing of such fact promptly after obtaining knowledge thereof. If the Property is the subject of a Major Casualty/Condemnation that occurs after the Execution Date, Bidder shall have the right to terminate this Agreement by giving written notice to Debtor no later than ten (10) Business Days after the giving of Debtor's notice, and the Closing Date shall be extended, if necessary, to provide sufficient time for Bidder to make such election. The failure by Bidder to terminate this Agreement within such ten (10) Business Day period shall be deemed an election by Bidder not to terminate this Agreement.

10.2 Allocation of Proceeds and Awards. If a condemnation or casualty occurs after the Execution Date and this Agreement is not terminated as permitted pursuant to the terms of **Section 10.1** hereof, then this Agreement shall remain in full force and effect and Bidder shall acquire the Property or, if applicable, the remainder thereof, upon the terms and conditions set forth herein. Any Casualty/Condemnation Proceeds shall be allocated between Bidder and Debtor as follows in respect of a Closing hereunder:

(a) Debtor shall be entitled to be reimbursed from the Casualty/Condemnation Proceeds for proceeds of any rental loss, business interruption or similar insurance, or other compensation for loss of use or income, that are allocable to the period prior to the Closing Date, such sums to be applied in accordance with the requirements of the DIP Facility Documents; and

(b) Bidder shall be entitled to the balance of the Casualty/Condemnation Proceeds.

10.3 Insurance. Debtor shall maintain the property insurance coverage required under the DIP Facility Documents in place through the Closing Date.

## **ARTICLE 11 - MISCELLANEOUS**

11.1 Brokers. Each of the Parties hereby warrants and represents to the other that it did not employ or use any broker or finder to arrange or bring about this transaction. If any Person brings a claim for a commission or finder's fee based upon any contact, dealings, or communication with either Party in connection with the Transaction, then the Party allegedly authorizing such commission or fee shall defend the other Party and hold the other Party harmless from any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the other Party with respect to the claim. The provisions of this **Section 11.1** shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.

11.2 Survival/Merger. Except for the provisions of this Agreement which are explicitly stated to survive the Closing, (a) none of the terms of this Agreement shall survive the Closing, and (b) the delivery of the Purchase Price, the Deed and the other Closing Documents and the acceptance thereof shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Bidder and Debtor to be performed hereunder.

11.3 Integration; Waiver. This Agreement and the Sale Order embody and constitute the entire understanding between the Parties with respect to the Transaction and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either Party hereto of any failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

11.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the Commonwealth of Pennsylvania, without application of its choice of laws.

11.5 Captions Not Binding; Exhibits. The captions in this Agreement are inserted for reference only and in no way limit the scope or intent of this Agreement or of any of the provisions hereof. All Exhibits attached hereto shall be incorporated by reference as if set out herein in full.

11.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11.7 Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.8 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following addresses:

If to Debtor, to:	CBRM Realty Inc. c/o White & Case LLP 1221 Avenue of the Americas New York, New York 10020 Attention: Elizabeth A. LaPuma Email: <a href="mailto:elapuma.crowncapital@gmail.com">elapuma.crowncapital@gmail.com</a>
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with a copy to: White & Case LLP  
111 South Wacker Dr, Suite 5100  
Chicago, IL 60606-4302  
Attention: Gregory F. Pesce  
Email: [gregory.pesce@whitecase.com](mailto:gregory.pesce@whitecase.com)

If to Bidder, to: 3650 Capital  
2977 McFarlane Road, Suite 300  
Miami, FL 33133  
Attention: Myles Burstein, Esq.  
Email: [mburstein@3650capital.com](mailto:mburstein@3650capital.com)

with a copy to: Lynd Management Group  
4499 Pond Hill Rd.  
San Antonio, TX 78231  
Attention: Justin Utz, CFO  
Email: [jutz@lynd.com](mailto:jutz@lynd.com)

with a copy to: Lippes Mathias LLP  
54 State Street, Suite 1001  
Albany, New York 12207-2527  
Attention: Leigh A. Hoffman, Esq.  
Email: [lhoffman@lippes.com](mailto:lhoffman@lippes.com)

with a copy to: McCarter & English, LLP  
Four Gateway Center  
100 Mulberry Street  
Newark, NJ 07102  
Attention: Joseph Lubertazzi, Jr., Esq.  
Email: [jlubertazzi@mccarter.com](mailto:jlubertazzi@mccarter.com)

Any such notices may be sent by (a) certified mail, return receipt requested, postage prepaid in the U.S. mail, or (b) a nationally recognized overnight courier, or (c) sent by electronic transmission (i.e., e mail). Notices shall be deemed delivered upon actual delivery or refusal of delivery one (1) Business Day after deposit in the case of overnight courier and three (3) Business Days after deposit in the case of certified mail, and notices delivered by electronic transmission shall be deemed delivered on the same day of such successful transmission. The above addresses may be changed by written notice to the other Party; provided that no notice of a change of address shall be effective until actual receipt of such notice.

11.9 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Signatures to this Agreement transmitted by electronic means shall be valid and effective to bind the Party so signing. Each Party agrees to promptly

deliver an execution original to this Agreement with its actual signature to the other Party, but a failure to do so shall not affect the enforceability of this Agreement.

11.10 Additional Agreements; Further Assurances. Each Party hereto shall execute and deliver such documents as the other Party shall reasonably request in order to consummate and make effective the Transaction; provided, however, the execution and delivery of such documents shall not result in any additional liability or cost to the executing Party.

11.11 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, any modification hereof or any of the Closing Documents.

11.12 Time of Essence. **Time is of the essence with respect to the Closing and all of the provisions of this Agreement.**

11.13 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION, THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF BIDDER AND DEBTOR HEREUNDER. THE PROVISIONS OF THIS **SECTION 11.13** SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

11.14 RELEASES. WITH RESPECT TO ANY RELEASE SET FORTH IN THIS AGREEMENT RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, THE PARTIES HERETO HEREBY ACKNOWLEDGE THAT SUCH WAIVER AND RELEASE IS MADE WITH THE ADVICE OF COUNSEL AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CONSEQUENCES AND EFFECTS OF SUCH RELEASE.

11.15 Nominee. Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that Bidder does not intend to acquire title to the Property in its own name. Instead, Bidder is executing this Agreement on behalf of a special purpose entity controlled by Bidder or under common control with Bidder which Bidder shall designate to acquire the Property at least three days prior to the Auction (as defined in the Bidding Procedures Order). Such designation shall not be deemed to constitute a taxable assignment under the laws relating to the Realty Transfer Tax payable under the laws of the Commonwealth of Pennsylvania in connection with the transfer of real estate interests.

***[Remainder of page intentionally blank]***



IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed  
to be effective as of the day and year first above written.

**DEBTOR:**

**KELLY HAMILTON APTS LLC,**  
a Delaware limited liability company

By: 

Name: Elizabeth A. LaPuma  
Title: Independent Fiduciary and  
Authorized Representative  
of Debtor

**BIDDER:**

**3650 SS1 PITTSBURGH LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed to be effective as of the day and year first above written.

**DEBTOR:**

**KELLY HAMILTON APTS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Elizabeth A. LaPuma

Title: Independent Fiduciary and  
Authorized Representative  
of Debtor

**BIDDER:**

**3650 SS1 PITTSBURGH LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Peter LaPointe

Title: Authorized Representative of  
Bidder

EXHIBIT "A"

Legal Description

PREMISES A:

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.

For informational purposes only:

BEING Block and Lot No. 174-A-336

Commonly known as: 7056, 7058, 7060, 7062 and 7064 Fletcher Way, Pittsburg PA 15208

PREMISES B:

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.

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 Partition 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.

For informational purposes only:

BEING Block and Lot No. 175-C-377

Commonly known as: 7743 Hamilton Avenue, Pittsburgh, PA 15208

**PREMISES C:**

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.

For informational purposes only:

BEING Block and Lot No. 125-M-215

Commonly known as: 6944, 6946, 6948, 6950, and 6952 Kelly Street, Pittsburgh, PA 15208 and 6954, 6956, 6958, 6960, and 6962 Kelly Street, Pittsburgh, PA 15208

**PREMISES D:**

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.

For informational purposes only:

BEING Block and Lot No. 175-H-101

Commonly known as: 7912, 7914 and 7916 Tioga Street, Pittsburgh, PA 15208

**PREMISES E:**

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.

For informational purposes only:

BEING Block and Lot No. 175-C-345

Commonly known as: 7800, 7802, 7804, 7806 and 7808 Hamilton Avenue, Pittsburgh, PA 15208

**PREMISES F:**

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.

For informational purposes only:

BEING Block and Lot No. 125-H-104

Commonly known as: 904, 906, 908 and 910 Gerritt Street, Pittsburgh, PA 15208 and 6949-6949 ½ , 6951-6951 ½ 6953-6953 ½, 6955, 6959, 6967 and 6971 Frankstown Avenue, Pittsburgh, PA 15208

**PREMISES G:**

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.

For informational purposes only:

BEING Block and Lot Nos. 125-H-195 and 125-H-196

Commonly known as: 932, 934, 936 and 938 North Murtland Street, Pittsburgh, PA 15208 and 924, 926, 928 and 930 North Murtland Street, Pittsburgh, PA 15208

PREMISES H:

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.

For informational purposes only:

BEING Block and Lot No. 175-C-373

Commonly known as: 7801 Hamilton Avenue, Pittsburgh, PA 15208

PREMISES I:

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.

For informational purposes only:

BEING Block and Lot No. 174-K-385-A

Commonly known as: 7301 Kelly Street, Pittsburgh, PA 15208

PREMISES J:

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.

For informational purposes only:

BEING Block and Lot No. 174-P-308

Commonly known as: 7578, 7582, 7584, 7586, 7588, 7590 and 7592 Kelly Street, Pittsburgh, PA 15208 621 and 623 North Braddock Avenue, Pittsburgh, PA 15208

PREMISES K:

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 and place of beginning.

For informational purposes only:

BEING Block and Lot No. 174-R-89

Commonly known as: 7600, 7606, and 7608 Kelly Street, Pittsburgh, PA 15208 and 614, 616, 618 and 620 North Braddock Avenue, Pittsburgh, PA 15208

#### PREMISES L:

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.

For informational purposes only:

BEING Block and Lot No. 174-P-114

Commonly known as: 7520, 7524, and 7526 Hamilton Avenue, Pittsburgh, PA 15208 and 7509, 7513, and 7519 Alsace Way, Pittsburgh, PA 15208

#### PREMISES M:



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.

For informational purposes only:

BEING Block and Lot No. 174-P-90

Commonly known as: 7356, 7358, 7360, 7362, 7364, 7366, 7368, 7370, 7372, 7374, and 7376 Hamilton Avenue, Pittsburgh, PA 15208

PREMISES N:

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.

For informational purposes only:

BEING Block and Lot No. 174-P-84

Commonly known as: 7334, 7336, 7338, 7340, 7342, 7344, 7346, 7348, 7350, 7352 and 7354  
Hamilton Avenue, Pittsburgh, PA 15208

PREMISES O:

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.

For informational purposes only: BEING Block and Lot No. 174-R-212 Commonly known as:  
(vacant land) Newman Way, Pittsburgh, PA 15208

PREMISES P:

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.

For informational purposes only:

BEING Block and Lot No. 174-R-92

Commonly known as: (vacant land) Kelly Street, Pittsburgh, PA 15208

BEING the same premises that Nancy D. Washington and Lara Washington, Authorized Trustee under the Nancy D. Washington Irrevocable Trust, dated December 28, 2020, by deed dated December 12, 2022 and recorded March 1, 2023 in the Office of the Recorder of Deeds of Allegheny County, PA, in Deed Book Volume 19219, page 579, granted and conveyed unto Kelly Hamilton Apts LLC, a Delaware limited liability company, in fee.

For Informational Purposes Only: Parcel Nos: 125-H-104, 125-H-195, 125-H-196, 125-M-215, 174-R-89, 174-P-114, 174-A-336, 174-K-385-A, 174-P-308, 174-P-84, 174-P-90, 175-C-345, 175-C-373, 175-C-377, 175-H-101, 174-R-212 and 174-R-92

U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT  
OFFICE OF MULTIFAMILY HOUSING PROGRAMS  
ASSIGNMENT, ASSUMPTION, AND AMENDMENT  
OF SECTION 8 HOUSING ASSISTANCE  
PAYMENTS CONTRACT

SECTION 8 HAP CONTRACT NUMBER:

PROJECT NAME:

PROJECT LOCATION (City/Town, State):

ASSIGNOR/SELLER:

ASSIGNEE/BUYER:

CONTRACT ADMINISTRATOR:

This form is used in the administration of the project-based rental assistance program, as authorized under section 8 of the United States Housing Act of 1937, and is intended to assist the Department in ensuring that the operation of the project complies with program requirements. The public reporting burden for completing this form is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, and gathering and maintaining the data needed. The information collected is required to obtain benefits. HUD may disclose certain information to Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Information collected will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This Assignment, Assumption, and Amendment of Section 8 Housing Assistance Payments Contract ("Assignment") is made this  day of ,  by and among the Contract Administrator, the Assignor/Seller, and the Assignee/Buyer, as each is identified on page 1, and shall be effective on the date set forth above ("Effective Date"). Only revisions to this form that are necessitated by State law, as determined solely by the United States Department of Housing and Urban Development ("HUD"), are permitted.

## **I. RECITALS**

- A. Previously, the Assignor/Seller or a former owner of the multifamily housing project identified on page 1 ("Project") entered into an original Section 8 housing assistance payments ("HAP") Contract ("Original HAP Contract") with the contract administrator at that time (HUD, or a public housing agency ("PHA") acting under an annual contributions contract ("ACC") with HUD). The Original HAP Contract was authorized under section 8 of the United States Housing Act of 1937 ("Act"), 42 U.S.C. § 1437f. If still in its original term (i.e., without having expired and been renewed, as described in the following paragraph), the Original HAP Contract is being assigned, assumed, and amended.
- B. If the Original HAP Contract previously expired, it was renewed under a contract ("Renewal Contract") or under successive Renewal Contracts, as authorized under the Multifamily Assisted Housing Reform and Affordability Act of 1997, 42 U.S.C. § 1437f note, and the Renewal Contract currently in effect is being assigned, assumed, and amended.
- C. A copy of the Original HAP Contract is attached and designated "Exhibit A."
- D. If the Original HAP Contract previously expired and was renewed, a copy of the Renewal Contract currently in effect is also attached and is designated "Exhibit B."
- E. The term "HAP Contract" means the Original HAP Contract (if no Renewal Contract) or the Renewal Contract currently in effect, as applicable. The term "Contract Administrator" means the current contract administrator (HUD, or a PHA, as applicable), as identified on page 1.
- F. If this Assignment is in connection with a sale or lease of the Project, the Assignor/Seller and the Assignee/Buyer have entered into an agreement for such sale or lease, which includes the real property on which the Project is located, and any and all improvements situated thereon.
- G. The Assignor/Seller wishes to assign, and the Assignee/Buyer wishes to assume, the HAP Contract, including all the rights and obligations thereunder.
- H. The Assignor/Seller and/or the Assignee/Buyer have requested HUD's written consent to the assignment of the HAP Contract, and both understand that such consent is subject to the terms and conditions set forth in this Assignment.

- I. The Assignor/Seller, the Assignee/Buyer, and the Contract Administrator therefore agree as follows:

**II. ASSIGNMENT BY ASSIGNOR/SELLER**

- A. The Assignor/Seller hereby irrevocably assigns the HAP Contract, including all the rights and obligations thereunder, to the Assignee/Buyer.
- B. The Assignor/Seller is hereby released from all obligations arising under the HAP Contract, on or after the Effective Date, provided, however, that (i) the release shall not apply to any breach of the HAP Contract based on events, circumstances, or conditions occurring before the Effective Date; and (ii) the Assignor/Seller shall remain obligated to file any annual financial statements that the HAP Contract or any applicable law or regulation may require for the period preceding the Effective Date.
- C. Nothing in this Assignment shall be construed to impair, limit, or otherwise affect any right that the Contract Administrator or HUD has or may have against the Assignor/Seller for any violation of the HAP Contract that occurred or may have occurred on or before the Effective Date.

**III. ASSUMPTION BY THE ASSIGNEE/BUYER.** The Assignee/Buyer hereby assumes the HAP Contract, including all the rights and obligations thereunder, as amended by this Assignment.

**IV. AMENDMENT.** The Assignee/Buyer (referred to in this Section IV as the “Owner”) and the Contract Administrator hereby amend the HAP Contract to contain the following new provisions:

- A. “Compliance with applicable Federal statutes and regulations, as amended from time to time. The Owner shall comply with all applicable Federal statutes and regulations, as amended from time to time, including all applicable regulations in 24 C.F.R. part 5, as amended from time to time, including without limitation the following:
1. 2 C.F.R. part 200 (“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”);
  2. 24 C.F.R. § 5.107 (“Audit Requirements for Non-Profit Organizations”);
  3. 24 C.F.R. part 5 subpart G (“Physical Condition Standards and Inspection Requirements”);
  4. 24 C.F.R. part 5 subpart H (“Uniform Financial Reporting Standards”); and
  5. 24 C.F.R. part 200 subpart P (“Physical Condition of Multifamily Properties”).”

- B. “Annual financial reports. Notwithstanding anything to the contrary in the HAP Contract, including any previous amendment to the HAP Contract, the Owner shall comply with the following provisions:
1. Within ninety (90) days, or such period established in writing by HUD, following the end of each fiscal year, Owner shall prepare a financial report for the Owner’s fiscal year, or the portion thereof that started with the Owner’s assumption of the HAP Contract, based on an examination of the books and records of the Owner in accordance with generally accepted accounting principles and in such other form and substance as specified by HUD in supplemental guidance, and provide such report to the Contract Administrator and HUD (if a PHA is the Contract Administrator) in such form, substance, and manner as may be specified by HUD under the Uniform Financial Reporting Standards at 24 C.F.R. § 5.801 (“UFRS”), or any successor regulations.
  2. Unless specifically waived or modified by HUD or to the extent otherwise exempt, Owner shall: (a) engage an independent, licensed Certified Public Accountant (“CPA”) to audit the Owner’s annual financial report and to produce an audit report in accordance with both Generally Accepted Government Auditing Standards and Generally Accepted Auditing Standards; (b) engage an independent, licensed CPA to perform an agreed-upon procedure, in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements, to compare the financial data template information submitted electronically by the Owner to HUD against the annual financial report examined by, and the audit report prepared by, the independent, licensed CPA, and report any variances to HUD; and (c) furnish to the Contract Administrator and HUD (if a PHA is the Contract Administrator) the audit report, and any other reports relating to the annual financial report or the audit report as required by HUD, by such means and in such form, substance, and manner as may be specified by HUD under UFRS, or any successor regulations.
  3. To the extent certain non-profit Owners’ requirement to submit annual financial reports may be waived or modified by HUD, or such Owners may otherwise be exempt from compliance, such waiver, modification, or exemption shall not be construed to relieve Owner of any requirements of this provision, except for those requirements specifically waived, modified, or exempt from.
  4. If Owner fails to perform as required pursuant to this provision, the Contract Administrator or HUD (if a PHA is the Contract Administrator) may, at its sole election, and in a manner determined by HUD, and without affecting any other provisions herein, and after first providing notice of default of the HAP Contract to the Owner, initiate or cause to be initiated a forensic audit of the Owner’s books, records, and accounts in such a

manner as to provide to the Contract Administrator and HUD (if a PHA is the Contract Administrator) with as much of the same information that would have been provided had the Owner not failed to perform as required. Any such audit initiated by the Contract Administrator or HUD does not relieve Owner of the requirement to submit to the Contract Administrator and HUD (if a PHA is the Contract Administrator) an annual audited financial report as required pursuant to this provision.”

- C. “Applicability and binding nature on successors and assigns. The duties and obligations set forth in the HAP Contract, as amended by this Assignment, shall apply during the remainder of the term of the HAP Contract and during each successive renewal term and shall further apply to and be binding on each of the Assignee/Buyer’s successors and assigns.”

**V. CONSENT BY HUD.** Subject to the terms and conditions set forth herein and as evidenced by the signature of HUD’s authorized representative on page 9, HUD hereby consents to the assignment of the HAP Contract.

**VI. RIGHTS OF PARTIES, GOVERNING LAW, AND EXECUTION**

- A. Nothing in this Assignment shall be construed to impair, limit, or otherwise affect any rights that the Assignor/Seller, the Assignee/Buyer, the Contract Administrator, and/or HUD has or may have under the HAP Contract.
- B. This Assignment shall be governed and construed in accordance with the laws of the State in which the Project is located and, to the extent that any provision is inconsistent with such laws, with the laws of the United States of America.
- C. This Assignment may be executed in counterparts, each of which shall be considered an original for all purposes. Any and all counterparts shall together constitute one and the same instrument.
- D. Unless signed by an authorized representative of the Contract Administrator and of HUD, this Assignment shall have no legal effect, and no housing assistance payments shall be made under the HAP Contract to the Assignee/Buyer.



**Signature Page 1 of 4**  
Assignment, Assumption, and Amendment  
of Section 8 Housing Assistance Payments Contract

**ASSIGNOR/SELLER**

(Print or Type)

By:

Signature of authorized representative

Name and official title of signatory (Print or Type)

**Signature Page 2 of 4**  
Assignment, Assumption, and Amendment  
of Section 8 Housing Assistance Payments Contract

**ASSIGNEE/BUYER**

(Print or Type)

By:

Signature of authorized representative

Name and official title of signatory (Print or Type)

**Signature Page 3 of 4**  
Assignment, Assumption, and Amendment  
of Section 8 Housing Assistance Payments Contract

**CONTRACT ADMINISTRATOR**

(Print or Type)

By:

Signature of authorized representative

Name and official title of signatory (Print or Type)

**Signature Page 4 of 4**

Assignment, Assumption, and Amendment  
of Section 8 Housing Assistance Payments Contract

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

By: \_\_\_\_\_

Signature of authorized representative

\_\_\_\_\_  
Name and official title of signatory (Print or Type)

**EXHIBIT A**  
**(ORIGINAL HAP CONTRACT)**

**EXHIBIT B**  
**(RENEWAL CONTRACT CURRENTLY IN EFFECT)**

## ALTA OWNER'S POLICY OF TITLE INSURANCE

issued by:



CHICAGO TITLE  
INSURANCE COMPANY

Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

**This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.**

### COVERED RISKS

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

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
  - a. a defect in the Title caused by:
    - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
    - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
    - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
    - vii. a defective judicial or administrative proceeding; or
    - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
  - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
  - a. the occupancy, use, or enjoyment of the Land;

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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- b. the character, dimensions, or location of an improvement on the Land;
  - c. the subdivision of the Land; or
  - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
  7. An exercise of the power of eminent domain, but only to the extent:
    - a. of the exercise described in an Enforcement Notice; or
    - b. the taking occurred and is binding on a purchaser for value without Knowledge.
  8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
  9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
    - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      - ii. voidable transfer under the Uniform Voidable Transactions Act; or
    - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
  10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**CHICAGO TITLE INSURANCE COMPANY**

**DEFENSE OF COVERED CLAIMS**

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

**Chicago Title Insurance Company**

By:

**PROFORMA**

Michael J. Nolan, President

Attest:

**PROFORMA**

Marjorie Nemzura, Secretary

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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## **EXCLUSIONS FROM COVERAGE**

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**CHICAGO TITLE INSURANCE COMPANY**

**SCHEDULE A**

Name and Address of Title Insurance Company: Chicago Title Insurance Company  
1700 Market Street, Ste. 2100  
Philadelphia, PA 19103

Policy Number: PROFORMA PHI251063 REV 7-17-25

Date of Policy	Amount of Insurance
DATE OF RECORDING	PROFORMA \$9,705,162.00

1. The Insured is:

Kelly Hamilton Apts LLC, a Delaware limited liability company

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

Fee Simple

3. The Title is vested in:

Kelly Hamilton Apts LLC, a Delaware limited liability company

4. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
FOR INFORMATIONAL PURPOSES ONLY:

7056-7064 Fletcher Way, Pittsburgh, PA 15208, City of Pittsburgh, County of Allegheny

**Chicago Title Insurance Company**

Countersigned By:

**PROFORMA**

Authorized Officer or Agent

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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CHICAGO TITLE INSURANCE COMPANY

**EXHIBIT "A"**  
Legal Description

PREMISES A:

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.

For informational purposes only:

BEING Block and Lot No. 174-A-336

Commonly known as: 7056, 7058, 7060, 7062 and 7064 Fletcher Way, Pittsburg PA 15208

PREMISES B:

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.

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 Partition 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.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**EXHIBIT "A"**  
Legal Description

For informational purposes only:

BEING Block and Lot No. 175-C-377

Commonly known as: 7743 Hamilton Avenue, Pittsburgh, PA 15208

**PREMISES C:**

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.

For informational purposes only:

BEING Block and Lot No. 125-M-215

Commonly known as: 6944, 6946, 6948, 6950, and 6952 Kelly Street, Pittsburgh, PA 15208 and 6954, 6956, 6958, 6960, and 6962 Kelly Street, Pittsburgh, PA 15208

**PREMISES D:**

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.

For informational purposes only:

BEING Block and Lot No. 175-H-101

Commonly known as: 7912, 7914 and 7916 Tioga Street, Pittsburgh, PA 15208

**PREMISES E:**

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**EXHIBIT "A"**  
Legal Description

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.

For informational purposes only:

BEING Block and Lot No. 175-C-345

Commonly known as: 7800, 7802, 7804, 7806 and 7808 Hamilton Avenue, Pittsburgh, PA 15208

**PREMISES F:**

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.

For informational purposes only:

BEING Block and Lot No. 125-H-104

Commonly known as: 904, 906, 908 and 910 Gerritt Street, Pittsburgh, PA 15208 and 6949-6949 ½, 6951-6951 ½, 6953-6953 ½, 6955, 6959, 6967 and 6971 Frankstown Avenue, Pittsburgh, PA 15208

**PREMISES G:**

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**EXHIBIT "A"**  
Legal Description

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.

For informational purposes only:

BEING Block and Lot Nos. 125-H-195 and 125-H-196

Commonly known as: 932, 934, 936 and 938 North Murtland Street, Pittsburgh, PA 15208 and 924, 926, 928 and 930 North Murtland Street, Pittsburgh, PA 15208

PREMISES H:

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.

For informational purposes only:

BEING Block and Lot No. 175-C-373

Commonly known as: 7801 Hamilton Avenue, Pittsburgh, PA 15208

PREMISES I:

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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CHICAGO TITLE INSURANCE COMPANY

**EXHIBIT "A"**  
Legal Description

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.

For informational purposes only:

BEING Block and Lot No. 174-K-385-A

Commonly known as: 7301 Kelly Street, Pittsburgh, PA 15208

PREMISES J:

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.

For informational purposes only:

BEING Block and Lot No. 174-P-308

Commonly known as: 7578, 7582, 7584, 7586, 7588, 7590 and 7592 Kelly Street, Pittsburgh, PA 15208 and 617, 629, 621 and 623 North Braddock Avenue, Pittsburgh, PA 15208

PREMISES K:

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**EXHIBIT "A"**  
Legal Description

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 and place of beginning.

For informational purposes only:

BEING Block and Lot No. 174-R-89

Commonly known as: 7600, 7606, and 7608 Kelly Street, Pittsburgh, PA 15208 and 614, 616, 618 and 620 North Braddock Avenue, Pittsburgh, PA 15208

**PREMISES L:**

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.

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CHICAGO TITLE INSURANCE COMPANY

**EXHIBIT "A"**  
Legal Description

For informational purposes only:

BEING Block and Lot No. 174-P-114

Commonly known as: 7520, 7524, and 7526 Hamilton Avenue, Pittsburgh, PA 15208 and 7509, 7513, and 7519 Alsace Way, Pittsburgh, PA 15208

PREMISES M:

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.

For informational purposes only:

BEING Block and Lot No. 174-P-90

Commonly known as: 7356, 7358, 7360, 7362, 7364, 7366, 7368, 7370, 7372, 7374, and 7376 Hamilton Avenue, Pittsburgh, PA 15208

PREMISES N:

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

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**EXHIBIT "A"**  
Legal Description

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.

For informational purposes only:

BEING Block and Lot No. 174-P-84

Commonly known as: 7334, 7336, 7338, 7340, 7342, 7344, 7346, 7348, 7350, 7352 and 7354 Hamilton Avenue, Pittsburgh, PA 15208

PREMISES O:

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.

For informational purposes only:

BEING Block and Lot No. 174-R-212

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**EXHIBIT "A"**  
Legal Description

Commonly known as: (vacant land) Newman Way, Pittsburgh, PA 15208

**PREMISES P:**

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.

For informational purposes only:

BEING Block and Lot No. 174-R-92

Commonly known as: (vacant land) Kelly Street, Pittsburgh, PA 15208

BEING the same premises that Nancy D. Washington and Lara Washington, Authorized Trustee under the Nancy D. Washington Irrevocable Trust, dated December 28, 2020, by deed dated December 12, 2022 and recorded March 1, 2023 in the Office of the Recorder of Deeds of Allegheny County, PA, in Deed Book Volume 19219, page 579, granted and conveyed unto Kelly Hamilton Apts LLC, a Delaware limited liability company, in fee.

For Informational Purposes Only: Parcel Nos: 125-H-104, 125-H-195, 125-H-196, 125-M-215, 174-R-89, 174-P-114, 174-A-336, 174-K-385-A, 174-P-308, 174-P-84, 174-P-90, 175-C-345, 175-C-373, 175-C-377, 175-H-101, 174-R-212 and 174-R-92

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## SCHEDULE B EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Report Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose. DELETED BY PA301 ENDORSEMENT ATTACHED
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record.
7. Coal and coal bed methane gas and mining rights and all rights incident to the extraction or development of coal or coal bed methane gas heretofore conveyed, excepted and reserved by instruments of record; the right of surface, lateral or subjacent support; or any surface subsidence.

NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (Note: This Notice is set forth in 52 Pa.C.S.A. 1551, as amended, and is not intended as notice of unrecorded instruments, if any.)

8. Terms and conditions of any unrecorded leases.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

(continued)

9. All roads, public or private, affecting the premises.
10. Covenants, conditions, restrictions, easements, rights of way or servitudes, if any, appearing in the public record, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
11. Title to all of the oil, gas and other minerals within and underlying the premises, together with appurtenant mining, drilling and extraction rights and all other rights and privileges appurtenant thereto.
12. Legal operation and effect of all matters including, but not limited to, applicable easements, notes, setback lines, and conditions relative to Plan as set forth in [Plan Book Volume 8, page 327](#). As to Premises A.
13. INTENTIONALLY DELETED
14. INTENTIONALLY DELETED
15. INTENTIONALLY DELETED
16. INTENTIONALLY DELETED
17. INTENTIONALLY DELETED
18. Rights and Conditions as set forth in Deed recorded in [Deed Book Volume 19219, page 579](#). As to Premises A, B, C, D, E, F, G, I, J, K, L, M and N.
19. INTENTIONALLY DELETED
20. Real estate taxes for the year 2024 and the 2024-2025 school taxes and subsequent years, a lien now due and payable.
21. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised October 11, 2024 and designated as MSI Project No. 53854-Sheet 1, as to Premises A:
  - a. Rights of public and/or quasi-public utility companies to utility facilities located on the Land without the apparent benefit of an easement, including: gas meters.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

(continued)

22. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised October 11, 2024 and designated as MSI Project No. 53854-Sheet 7, as to Premises C:  
a. Rights of public and/or quasi-public utility companies to utility facilities located on the Land without the apparent benefit of an easement, including: electric meters and overhead utility line.
23. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated October 6, 2022 and last revised October 6, 2024 and designated as MSI Project No. 53854-Sheet 11, as to Premises D:  
a. Subject's concrete steps appears to lie a maximum distance of 2.8 feet over the right of way line of Tioga Street.
24. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised October 11, 2024 and designated as MSI Project No. 53854-Sheet 3, as to Premises F:  
a. Rights of public and/or quasi-public utility companies to utility facilities located on the Land without the apparent benefit of an easement, including: utility pole, gas meters and electric meters.  
b. Subject's concrete steps appears to lie over the right of way line of Frankstown Avenue and Gerritt Street.
25. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised October 11, 2024 and designated as MSI Project No. 53854-Sheet 10, as to Premises G:  
a. Rights of public and/or quasi-public utility companies to utility facilities located on the Land without the apparent benefit of an easement, including: gas meters and electric meters.
26. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised October 11, 2024 and designated as MSI Project No. 53854-Sheet 8, as to Premises I:  
a. Subject's building appears to lie a maximum distance of 0.6 feet over the eastern boundary line.
27. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

(continued)

referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised October 11, 2024 and designated as MSI Project No. 53854-Sheet 2, as to Premises J:

a. Subject's concrete steps appears to lie a maximum distance of 4.7 feet over the right of way line of Kelly Street.

28. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman National Land Services, dated September 20, 2022 and last revised February 3, 2023 and designated as MSI Project No. 53854-Sheet 9, as to Premises K:

a. Rights of public and/or quasi-public utility companies to utility facilities located on the Land without the apparent benefit of an easement, including: utility pole.

29. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised October 11, 2024 and designated as MSI Project No. 53854-Sheet 4A, as to Premises L:

a. Rights of public and/or quasi-public utility companies to utility facilities located on the Land without the apparent benefit of an easement, including: water valves, clean outs, gas meters and electric meters.

30. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised October 11, 2024 and designated as MSI Project No. 53854-Sheet 4, as to Premises M and N:

a. Rights of public and/or quasi-public utility companies to utility facilities located on the Land without the apparent benefit of an easement, including: catch basins, clean outs, gas meters and electric meters.

31. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated November 19, 2024 and last revised January 2, 2024 and designated as MSI Project No. 59997, as to Premises H:

a. Subject's fence appears to lie a maximum distance of 2.0 feet over the right-of-way line of Hale Street.

32. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by and referenced on that certain [ALTA/NSPS Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised January 2, 2024 and designated as MSI Project No. 59998, as to Premises O:

a. Subject's wood fence appears to lie a maximum distance of 1.8 feet over the westerly property line.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

- 33. INTENTIONALLY DELETED
- 34. INTENTIONALLY DELETED
- 35. INTENTIONALLY DELETED
- 36. INTENTIONALLY DELETED
- 37. INTENTIONALLY DELETED
- 38. INTENTIONALLY DELETED
- 39. INTENTIONALLY DELETED
- 40. INTENTIONALLY DELETED
- 41. INTENTIONALLY DELETED
- 42. INTENTIONALLY DELETED
- 43. Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Kelly Hamilton Apts LLC, a Delaware limited liability company to Kelly Hamilton Lender LLC, a Delaware limited liability company, dated \_\_\_\_\_, 2025 and recorded \_\_\_\_\_, 2025 in the Office of the Recorder of Deeds in and for Allegheny County, Pennsylvania in Book \_\_\_\_ page \_\_\_\_.
- 44. ALTA/NSPS [Land Title Survey](#) prepared by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying, dated September 20, 2022 and last revised June 16, 2025 and designated as MSI Project No. 53854, discloses the following: NONE

**END OF SCHEDULE B**

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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## CONDITIONS

### 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
  - i.
    - (a). The Insured named in Item 1 of Schedule A;
    - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
    - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
    - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
      - (1). an Affiliate;
      - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
      - (3). a spouse who receives the Title because of a dissolution of marriage;
      - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
      - (5). another Insured named in Item 1 of Schedule A.
  - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

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(continued)

- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

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

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

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(continued)

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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

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

- a. *To Pay or Tender Payment of the Amount of Insurance*

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

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

**8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
- i. the Amount of Insurance; or

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**CHICAGO TITLE INSURANCE COMPANY**

(continued)

- ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
  - i. the Amount of Insurance will be increased by Fifteen Percent (15%); and
  - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

**9. LIMITATION OF LIABILITY**

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
  - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
  - ii. cures the lack of a right of access to and from the Land; or
  - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

**10. REDUCTION OR TERMINATION OF INSURANCE**

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

**11. LIABILITY NONCUMULATIVE**

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

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

**13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

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(continued)

- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

**14. POLICY ENTIRE CONTRACT**

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
- i. modify any prior endorsement,
  - ii. extend the Date of Policy,
  - iii. insure against loss or damage exceeding the Amount of Insurance, or
  - iv. increase the Amount of Insurance.

**15. SEVERABILITY**

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

**16. CHOICE OF LAW AND CHOICE OF FORUM**

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

**17. NOTICES**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**18. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

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(continued)

**19. ARBITRATION**

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

**END OF CONDITIONS**

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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**ENDORSEMENT**

**TIRBOP PA 301**

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Attached to Owner's Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

The Company eliminates from Schedule B of the owner's policy the following exception(s):

4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.

and further insures, other than by party walls, or unless expressly set forth in Schedule B, against loss by reason of any encroachment, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

**PROFORMA SPECIMEN**

Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.



**ENDORSEMENT**

**TIRBOP PA 910**

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Attached to Owner's Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

**PROFORMA SPECIMEN**

Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

**ENDORSEMENT**

**TIRBOP PA 1031**

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Attached to Owner's Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

PROFORMA SPECIMEN

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Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

TIRBOP - PA 1031 (ALTA Endorsement 9.1-06) (Revised 04/02/12)

(Restrictions, Encroachments, Minerals - Unimproved Land)

(04/01/13) OWNER'S POLICY ONLY

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PA-CT-FA59-02100.480281-SPS-1-PHI251063 PROFORMA

**ENDORSEMENT**

**TIRBOP PA 1032**

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Attached to Owner's Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
  - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
  - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

PROFORMA SPECIMEN

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Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

**ENDORSEMENT**

**TIRBOP PA 1201**

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Attached to Owner's Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Fletcher Way (Premises A), Kelly Street (Premises C, D, J, K and P), Forest Way (Premises F), Hamilton Avenue (Premises B, E, H, L and M), Sterrent Street (Premises I), North Murtland Street (Premises G) and Newman Way (Premises O) (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

**PROFORMA SPECIMEN**

Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

**ENDORSEMENT**

**TIRBOP PA 1240**

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Attached to Owner's Policy Number:

**PROFORMA SPECIMEN**

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel:

PREMISES A  
PREMISES B  
PREMISES C  
PREMISES D  
PREMISES E  
PREMISES F  
PREMISES G  
PREMISES H  
PREMISES I  
PREMISES J  
PREMISES K  
PREMISES L  
PREMISES M  
PREMISES N  
PREMISES O  
PREMISES P

Tax Identification Numbers:

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

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title and no party is entitled to rely on any statement herein as the representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

Countersigned By:

PROFORMA SPECIMEN

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Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title and no party is entitled to rely on any statement herein as the representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.



**ENDORSEMENT**

**TIRBOP PA 1250**

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Attached to Owner's Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure the southern and southeastern boundary line of Premises K of the Land to be contiguous to the northern and northwestern boundary line of Premises P; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

**PROFORMA SPECIMEN**

Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

**ENDORSEMENT**

**TIRBOP PA 1271**

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Attached to Owner's Policy Number:

**PROFORMA SPECIMEN**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Dennis Burkhard, PLS No. SU043332-R on behalf of Millman Surveying, Inc., d.b.a. CBRE Land Surveying dated September 20, 2022, last revised June 16, 2025, and designated Job No. 53854.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

**PROFORMA SPECIMEN**

Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title and no party is entitled to rely on any statement herein as the representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

**ENDORSEMENT**

**TIRBOP PA 1280**

Issued By:



**CHICAGO TITLE  
INSURANCE COMPANY**

Attached to Owner's Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

The Company insures against loss or damage sustained by the Insured by reason of the failure of Two story brick building (Premises A), Two story brick building (Premises B), 2 Two story brick buildings (Premises C), Two story brick building (Premises D), Two story brick building (Premises E), 4 Two story brick buildings (Premises F), 2 Two story brick buildings (Premises G), Three story brick building (Premises H), Three story brick building (Premises I), 7 Two story brick buildings (Premises J), 4 Two story brick buildings and 1 Three story brick building (Premises K), 4 Two story brick buildings (Premises L), and Two story brick building (Premises M&N), , to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

**PROFORMA SPECIMEN**

Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

**ENDORSEMENT**

**TIRBOP PA 1313**

issued by:



CHICAGO TITLE  
INSURANCE COMPANY

This endorsement is issued as part of  
Owner's Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at the Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
  - b. An encroachment of any Improvement located on adjoining land onto the Land at the Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
  - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
  - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. Sections 3.c. and 3.d. of this endorsement do not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the following Exceptions, if any, listed in Schedule B: NONE

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

PROFORMA SPECIMEN

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Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

**ENDORSEMENT**

**TIRBOP PA 1340**

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Attached to Owner's Policy Number:

**PROFORMA PHI251063  
REV 7-17-25**

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence;
  - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances; or
  - c. the exercise of the rights described in NONE.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**Chicago Title Insurance Company**

Countersigned By:

**PROFORMA SPECIMEN**

Authorized Officer or Agent

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**Exhibit D**

**Scheduled Contracts**

**Exhibit D**

- (1) Contracts and leases on this schedule include all amendments, modifications, ancillary and related documents or agreements.
- (2) The inclusion of an executory contract or unexpired lease on this schedule does not constitute an admission as to the executory or non-executory nature of such executory contract or expired or unexpired nature of such lease, or as to the existence or validity of any claims held by the counterparty or counterparties to such executory contract or unexpired lease.
- (3) A Cure Payment shall be reduced to the extent paid pursuant to a separate order, including the *Final Order Authorizing the Debtors to Pay Tenant Reimbursements* [Docket No. 166].

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
1.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$362.00
2.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$690.00
3.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$24.00
4.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
5.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00



	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
6.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
7.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$334.00
8.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$110.00
9.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$76.00
10.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
11.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
12.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
13.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
14.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
15.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
16.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
17.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$740.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
18.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
19.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
20.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
21.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$18.00
22.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
23.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$32.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
24.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$472.00
25.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
26.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
27.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
28.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
29.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$604.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
30.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
31.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$136.00
32.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$152.00
33.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
34.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
35.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$198.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
36.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
37.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
38.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
39.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
40.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
41.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
42.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$208.00
43.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$666.00
44.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$1,386.00
45.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$354.00
46.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$666.00
47.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$158.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
48.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
49.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
50.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$54.00
51.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
52.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
53.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00



	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
54.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
55.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$596.00
56.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$430.00
57.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
58.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$27.00
59.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
60.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$273.00
61.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$22.00
62.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
63.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$778.00
64.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
65.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
66.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
67.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
68.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
69.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
70.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
71.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$818.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
72.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
73.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$288.00
74.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$36.00
75.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$27.00
76.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$342.00
77.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
78.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$2,661.00
79.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
80.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$43.00
81.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$193.00
82.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
83.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$370.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
84.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
85.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
86.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
87.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 2 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
88.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$818.00

Wire transfer Instructions

To be provided

**EXHIBIT F**  
**Form of Special Warranty Deed**

**PREPARED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECORD AND RETURN TO:**

Lippes Mathias LLP  
10151 Deerwood Park Blvd.  
Jacksonville, Florida 32256  
Attention: Christopher A. Walker, Esq. Tax Parcel No.: \_\_\_\_\_

**SPECIAL WARRANTY DEED**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2025, between KELLY HAMILTON APTS LLC, a Delaware liability company (hereinafter called "**Grantor**"), and KELLY HAMILTON 2025 LLC, a Delaware limited liability company (hereinafter called "**Grantee**").

**WITNESSETH**, that said **Grantor**, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** in lawful money of the United States, and other good and valuable consideration, unto it well and truly paid by said **Grantee**, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has/have granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto said **Grantee**, its successors and assigns:

**ALL THAT** certain parcel of land and improvements thereon **SITUATE** in the 13<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, as more particularly described on **Exhibit "A"** attached hereto and made a part hereof, **UNDER AND SUBJECT**, to coal and mining rights and all rights and privileges incident to the mining of coal heretofore conveyed, excepted, or reserved by instruments of record; the right of surface, lateral, or subjacent support; or any surface subsidence; oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted, or reserved by instruments of record; and all easements, rights of way, and restrictions as contained in prior instruments of record and/or as installed or located on the property, and all other matters of record appearing prior hereto.

**TOGETHER** with the Grantor's right, title and interest in and to all and singular the buildings, improvements, streets, alleys, passages, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof.



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

**AND** said **Grantor**, for itself and its successors, does by these presents, covenant, grant and agree, to and with said **Grantee**, its successors and assigns, that said **Grantor** and its successors, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto said **Grantee**, its successors and assigns, against it the said **Grantor** and its successors, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under it, them, or any of them, shall and will **SUBJECT** as aforesaid **WARRANT** and forever **DEFEND**.

## NOTICE:

**THIS DOCUMENT MAY NOT/DOES 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 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.]**

## NOTICE:

**THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 §1.**

**WITNESS:**

\_\_\_\_\_

**SIGNATURE OF GRANTEE:**

**KELLY HAMILTON 2025 LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.**

KELLY HAMILTON APTS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Elizabeth A. LaPuma

Title: Independent Fiduciary and  
Authorized Representative

STATE OF )  
 )  
COUNTY OF )

**ON THIS**, the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, a Notary Public, personally appeared Elizabeth A. LaPuma, who acknowledged herself to be the Independent Fiduciary and Authorized Representative of KELLY HAMILTON APTS LLC, a Delaware limited liability company, and further acknowledged that she, in her capacity as Independent Fiduciary and Authorized Representative of said limited liability company and being authorized to do so, executed the foregoing instrument as the act and deed of the limited liability company for the purposes therein contained by signing the name of the limited liability company by herself as such Independent Fiduciary and Authorized Representative.

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Notary Public, State of \_\_\_\_\_

Serial Number (if any): \_\_\_\_\_

My commission expires: \_\_\_\_\_

**[NOTARIAL SEAL]**

Certificate of Residence

I do hereby certify that the Tax Billing  
Address of the within named Grantee is:

KELLY HAMILTON 2025 LLC KELLY HAMILTON 2025 LLC  
c/o 4499 Pond Hill Road  
San Antonio, TX 78231

I do hereby certify that the Owner Billing  
Address of the within named Grantee is:

c/o 4499 Pond Hill Road  
San Antonio, TX 78231

**SIGNATURE OF GRANTEE:**

**KELLY HAMILTON 2025 LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Justin Utz

Title: Chief Financial Officer

**EXHIBIT "A"**  
**[Legal Description to be attached]**

**EXHIBIT F-1**  
**Form of Quitclaim Deed**

**PREPARED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECORD AND RETURN TO:**

Lippes Mathias LLP  
10151 Deerwood Park Blvd.  
Jacksonville, Florida 32256  
Attention: Christopher A. Walker, Esq.  
Tax Parcel No.: \_\_\_\_\_

**QUITCLAIM DEED**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2025, between KELLY HAMILTON APTS LLC, a Delaware liability company (hereinafter called "**Grantor**"), and KELLY HAMILTON 2025 LLC, a Delaware limited liability company (hereinafter called "**Grantee**").

**WITNESSETH**, that said **Grantor**, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** in lawful money of the United States, and other good and valuable consideration, unto it well and truly paid by said **Grantee**, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hereby quitclaims unto said **Grantee**, its successors and assigns, any and all of the right, title and interest of Grantor, if any, in and to any and all coal, oil, petroleum, and minerals of any nature, kind, or description whatsoever (whether gaseous, liquid or solid), if any, now or hereafter existing with respect to that certain parcel of land and improvements thereon **SITUATE** in the 13<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, as more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Mineral Interest**").

**TO HAVE AND TO HOLD** the said Mineral Interest unto said **Grantee**, its successors and assigns, to and for the only proper use and behoof of said **Grantee**, its successors and assigns, forever.

**THIS IS A QUITCLAIM DEED AND GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS TO GRANTEE WITH RESPECT TO THE MINERAL INTEREST WHATSOEVER.**

**NOTICE:**

**THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE ANY RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND ANY OTHER OWNER OR OWNERS OF THE MINERAL RIGHTS MAY HAVE THE COMPLETE RIGHT TO REMOVE ALL OF SUCH ATTENDANT MINERALS 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 THE NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

## NOTICE:

THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY LEGALLY DESCRIBED HERETO, RESULTING FROM COAL MINING OPERATIONS AND THAT THE SAID REAL PROPERTY, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE MINERAL RIGHTS HEREINAFTER ENTERED INTO. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 §1.

WITNESS:

\_\_\_\_\_

SIGNATURE OF GRANTEE:

KELLY HAMILTON 2025 LLC,  
a Delaware limited liability company

By:\_\_\_\_\_

Name:

Title:

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

KELLY HAMILTON APTS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Elizabeth A. LaPuma

Title: Independent Fiduciary and  
Authorized Representative

STATE OF )  
 )  
COUNTY OF )

**ON THIS**, the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, a Notary Public, personally appeared Elizabeth A. LaPuma, who acknowledged herself to be the Independent Fiduciary and Authorized Representative of KELLY HAMILTON APTS LLC, a Delaware limited liability company, and further acknowledged that she, in her capacity as Independent Fiduciary and Authorized Representative of said limited liability company and being authorized to do so, executed the foregoing instrument as the act and deed of the limited liability company for the purposes therein contained by signing the name of the limited liability company by herself as such Independent Fiduciary and Authorized Representative.

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Notary Public, State of \_\_\_\_\_

Serial Number (if any): \_\_\_\_\_

My commission expires: \_\_\_\_\_

**[NOTARIAL SEAL]**



Certificate of Residence

I do hereby certify that the Tax Billing  
Address of the within named Grantee is:

KELLY HAMILTON 2025 LLC KELLY HAMILTON 2025 LLC  
c/o 4499 Pond Hill Road  
San Antonio, TX 78231

I do hereby certify that the Owner Billing  
Address of the within named Grantee is:

c/o 4499 Pond Hill Road  
San Antonio, TX 78231

**SIGNATURE OF GRANTEE:**

**KELLY HAMILTON 2025 LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Justin Utz  
Title: Chief Financial Officer

**EXHIBIT "A"**

**[Legal Description to be attached]**

**EXHIBIT G – Form of**

**BILL OF SALE AND GENERAL ASSIGNMENT**

**THIS BILL OF SALE AND GENERAL ASSIGNMENT** (this “**Bill of Sale**”), is given as of \_\_\_\_\_, 2025 from KELLY HAMILTON APTS LLC, a Delaware limited liability company (“**Seller**”), to KELLY HAMILTON 2025 LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms not otherwise defined herein shall have the meanings assigned to those terms in the PSA (as hereinafter defined).

**WITNESSETH:**

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement, dated as of July 11, 2025, by and between 3650 SS1 Pittsburgh LLC and Seller, as assigned to Buyer pursuant to an Assignment and Assumption of Purchase and Sale Agreement dated as of August 13, 2025 (as the same may be further amended, modified, or assigned, the “**PSA**”), Seller agreed to sell the Property, including without limitation, the Personal Property, to Buyer; and

WHEREAS, the PSA provides that Seller shall deliver this Bill of Sale to Buyer.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller has quitclaimed and by these presents does hereby quitclaim to Buyer all of Seller’s right, title and interest in and to the Personal Property.

This Bill of Sale and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be wholly performed within said Commonwealth and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

***[Remainder of page intentionally blank]***

IN WITNESS WHEREOF, the undersigned has executed this Assignment to be effective as of the date first set forth hereinabove.

**KELLY HAMILTON APTS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Elizabeth A. LaPuma  
Title: Independent Fiduciary  
and Authorized Representative

**ASSIGNMENT AND ASSUMPTION OF CONTRACTS**

**THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS** (this “**Assignment**”), is made as of \_\_\_\_\_, 2025 by and between KELLY HAMILTON APTS LLC, a Delaware limited liability company (“**Assignor**”) and KELLY HAMILTON 2025 LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms not otherwise defined herein shall have the meanings assigned to those terms in the PSA (as hereinafter defined).

*WITNESSETH:*

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement, dated as of July 11, 2025, by and between 3650 SS1 Pittsburgh LLC, as assigned to Assignee pursuant to an Assignment and Assumption of Purchase and Sale Agreement dated as of August 13, 2025, (as the same may have been amended, modified, or assigned, the “**PSA**”), Assignor agreed to sell the Real Property to Assignee;

WHEREAS, the PSA provides that Assignor shall assign to Assignee all of Assignor’s right title and interest in all Assumed Contracts (as hereinafter defined), and Assignee shall assume all of the obligations of Assignor under the Assumed Contracts.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Assignor and Assignee hereby agree as follows:

1. **Assignment of Contracts.** Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s right title and interest in all Assumed Contracts. For purposes hereof, the following terms shall have the following meanings:

“**Assumed Contracts**” shall mean all executory contracts and unexpired leases assumed by Assignor and assigned to Assignee in the Bankruptcy Proceedings in accordance with the procedures set forth in the Bidding Procedures Order, including without limitation the Scheduled Contracts and any executory contracts and leases entered into by Assignor from and after the execution of the PSA in the ordinary course of business in connection with the leasing and operation of the Real Property.

“**Scheduled Contracts**” shall mean those executory contracts and unexpired leases set forth on **Exhibit A** attached hereto and by this reference made a part hereof.

2. **Assumption of Contracts.** Assignee hereby accepts the foregoing assignment of the Assumed Contracts and assumes the obligations of Assignor thereunder, including, without limitation, the obligations of Assignor with respect to the payment of any Cure Costs for which Assignee is liable pursuant to the PSA.

3. **Binding Effect.** This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be wholly performed within said Commonwealth and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Signatures to this Assignment transmitted by electronic means shall be valid and effective to bind the party so signing.

***[Remainder of page intentionally blank]***

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the date first set forth hereinabove.

**ASSIGNOR:**

**KELLY HAMILTON APTS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Elizabeth A. LaPuma

Title: Independent Fiduciary and Authorized  
Representative of Assignor

**ASSIGNEE:**

**KELLY HAMILTON 2025 LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

**Exhibit A**

**Scheduled Contracts**



**Schedule A**

- (1) Contracts and leases on this schedule include all amendments, modifications, ancillary and related documents or agreements.
- (2) The inclusion of an executory contract or unexpired lease on this schedule does not constitute an admission as to the executory or non-executory nature of such executory contract or expired or unexpired nature of such lease, or as to the existence or validity of any claims held by the counterparty or counterparties to such executory contract or unexpired lease.
- (3) A Cure Payment shall be reduced to the extent paid pursuant to a separate order, including the *Final Order Authorizing the Debtors to Pay Tenant Reimbursements* [Docket No. 166].

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
1.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$362.00
2.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$690.00
3.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$24.00
4.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
5.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
6.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
7.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$334.00
8.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$110.00
9.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$76.00
10.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
11.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
12.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
13.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
14.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
15.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
16.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
17.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$740.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
18.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
19.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
20.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
21.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$18.00
22.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
23.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$32.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
24.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$472.00
25.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
26.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
27.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
28.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
29.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$604.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
30.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
31.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$136.00
32.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$152.00
33.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
34.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
35.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$198.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
36.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
37.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
38.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00
39.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
40.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
41.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$554.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
42.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$208.00
43.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$666.00
44.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$1,386.00
45.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$354.00
46.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$666.00
47.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$158.00



	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
48.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
49.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
50.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$54.00
51.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
52.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
53.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
54.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
55.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$596.00
56.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$430.00
57.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
58.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$27.00
59.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
60.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$273.00
61.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$22.00
62.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
63.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$778.00
64.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
65.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
66.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
67.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
68.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
69.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
70.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
71.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$818.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
72.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
73.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$288.00
74.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$36.00
75.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$27.00
76.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$342.00
77.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
78.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$2,661.00
79.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
80.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$43.00
81.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$193.00
82.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
83.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$370.00

	Debtor Entity	Contract Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest	Cure Payment
84.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
85.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
86.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$0.00
87.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 2 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$546.00
88.	Kelly Hamilton Apts LLC	[REDACTED]	[REDACTED] 7049 Hamilton Avenue, Pittsburgh, PA 15208	Tenant Lease	\$818.00

Exhibit I

Form of Letter to Tenants

September \_\_\_, 2025

NOTICE TO TENANTS OF KELLY HAMILTON APARTMENTS

TO WHOM IT MAY CONCERN:

Please be advised that KELLY HAMILTON APTS LLC ("**Seller**") has sold all of its right, title and interest in the multifamily housing project commonly known as The Kelly Hamilton Apartments (the "**Project**") to KELLY HAMILTON 2025 LLC as successor-in-interest to 3650 SS1 PITTSBURGH LLC, a Delaware limited liability company ("**Buyer**"). Subject to the terms and conditions of the Purchase and Sale Agreement by and between 3650 SS1 PITTSBURGH LLC and Seller, dated as of July 11, 2025 and assigned to Buyer pursuant to an Assignment and Assumption of Purchase and Sale Agreement dated as of August 13, 2025, Seller has assigned all of its right, title and interest under the leases with respect to the Project (collectively, the "**Leases**") to Buyer, and Buyer has assumed all of the rights and obligations of Seller under the Leases.

All future communications and notices from tenants of the Project to the landlord under the Leases should now be directed to Buyer, as follows:

**[TO BE INSERTED]**

**[All future rent and other payments made directly by the tenants under the Leases to the landlord, if any, should be paid to Buyer at the following address:]**

**[TO BE INSERTED]**

Please note that the right to any refundable security deposit you may have with the Seller has been transferred to the Buyer. Thank you in advance for your cooperation, and please feel free to call any of the representatives of Buyer identified above if you have any questions.

*[remainder of the page intentionally left blank]*



Very truly yours,

**KELLY HAMILTON APTS LLC,**  
a Delaware limited liability company

**KELLY HAMILTON 2025 LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Elizabeth A. LaPuma  
Title: Independent Fiduciary and  
Authorized Representative

By: \_\_\_\_\_  
Name:  
Title: Authorized Representative

**EXHIBIT J**

**FORM OF FIRPTA AFFIDAVIT**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by KELLY HAMILTON APTS LLC, a Delaware limited liability company ("Seller"), the undersigned hereby certifies the following:

1. Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Internal Revenue Code.
2. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
3. Seller's U.S. employer taxpayer identification number is [\_\_\_\_\_].
4. Seller's office address is \_\_\_\_\_.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Dated: \_\_\_\_\_, 2025.

KELLY HAMILTON APTS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Elizabeth A. LaPuma  
Title: Independent Fiduciary and  
Authorized Representative

Signed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Name:  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

**Exhibit K**

**Schedule of Claims**

Pennsylvania Department of Revenue vs. Kelly Hamilton Apts, Case No. 05919, Pennsylvania  
Common Pleas Court.