

**Thomas Klemm**

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**From:** Michael Cooke  
**Sent:** Friday, February 12, 2016 4:23 PM  
**To:** 'Leron Ben'  
**Cc:** Jordan Segall; Shane Creamer; Diana Lin  
**Subject:** Executive Director's Pre Hearing Memorandum  
**Attachments:** Executive Director's Pre Hearing Memorandum - 2-12-2016.pdf

Leron,

Attached, please correspondence from me that includes the Executive Director's Pre Hearing Memorandum. Copies of the exhibits are being hand delivered.

Regards,

Michael J. Cooke, Esq.  
Director of Enforcement  
Board of Ethics  
of the City of Philadelphia  
1515 Arch St., 18th Floor  
Philadelphia, PA 19102  
(215) 686-9459  
(f) (215) 686-9453



# CITY OF PHILADELPHIA

BOARD OF ETHICS  
ONE PARKWAY BUILDING  
1515 Arch Street  
18<sup>TH</sup> Floor  
Philadelphia, PA 19102-151  
(215) 686 - 9450  
FAX 686 - 9453

February 12, 2016

*Via hand delivery*

Maya Nayak  
General Counsel  
Board of Ethics  
1515 Arch St., 18<sup>th</sup> Floor  
Philadelphia, PA 19102

***Re: Executive Director's Unilateral Pre-Hearing Memorandum for  
Creamer v. Leron Ben, Matter No. 1510ET17***

Dear Maya:

Enclosed please find the Executive Director's Unilateral Pre-Hearing Memorandum for the above captioned matter as well as copies of the exhibits he intends to offer at the hearing.

Sincerely,

A handwritten signature in blue ink that appears to read "Michael J. Cooke".

Michael J. Cooke, Esq.  
Director of Enforcement

Enclosures

CC: Leron Ben  
(*via hand delivery and email, enclosures via hand delivery only*)

**BOARD OF ETHICS  
OF THE CITY OF PHILADELPHIA**

|  |   |                             |
|--|---|-----------------------------|
| <b>J. Shane Creamer, Jr.</b>             | : |                             |
| <b>Executive Director</b>                | : |                             |
| <b>Board of Ethics</b>                   | : |                             |
| <b>of the City of Philadelphia</b>       | : |                             |
| 1515 Arch Street, 18 <sup>th</sup> Floor | : |                             |
| Philadelphia, PA 19102                   | : |                             |
|  | : | <b>Matter No.: 1510ET17</b> |
|  | : |                             |
| v.                                       | : |                             |
|  | : |                             |
| <b>Leron Ben a.k.a. Leron Shoshana</b>   | : |                             |
| 7838 Montgomery Avenue                   | : |                             |
| Elkins Park, PA 19027                    | : |                             |
|  | : |                             |
| <b>Respondent</b>                        | : |                             |

**EXECUTIVE DIRECTOR'S UNILATERAL PRE-HEARING MEMORANDUM**

**I. Statement of Undisputed Facts**

1. J. Shane Creamer, Jr. is the Executive Director of the Board of Ethics.
2. Leron Ben is a resident of 22 Evergreen Way, Philadelphia, PA 19115.
3. Respondent Leron Ben is also known as Leron Shoshana, Lairan Bnshason, and Liran Ben-Shoshan.
3. On May 21, 2015, Respondent Leron Ben appeared at a hearing at the City of Philadelphia Office of Administrative Review ("OAR") to appeal three tickets the City's Department of Licenses & Inspections had issued for code violations
4. The properties in question are located at 5001 Oxford Avenue and 1807 Widener Place.
5. The aggregate monetary fine Respondent Ben was potentially subject to for the violations was \$440.
6. Stephen St. Vincent was the Office of Administrative Review Hearing Master who heard Respondent Ben's appeal of the tickets.

7. 1807 Widener Place is owned by ELISRA LLC. ELISRA LLC is a joint-partnership of Respondent and Shai Argaman.

8. During the course of the hearing at the OAR on May 21, 2015, Mr. St. Vincent dismissed the three tickets that Respondent appealed for the code violations.

**II. Executive Director Witnesses**

The Executive Director intends to call the following people as witnesses at the hearing:

| Witness Name                 | Address  | Telephone Number | Subpoena Requested? |
|------------------------------|--|------------------|---------------------|
| Leron Ben                    | 22 Evergreen Way,<br>Philadelphia, PA 19116  | (215) 833-2547   | No                  |
| Stephen St. Vincent,<br>Esq. | 4525 Pine Street, Apt #4<br>Philadelphia, PA 19143   | 717-350-3970     | Yes                 |
| Paula Weiss, Esq.            | City of Philadelphia<br>Office of Administrative Review<br>100 S. Broad Street,<br>Suite 400<br>Philadelphia, PA 19110       | 215-686-1584     | Yes                 |
| Eileen O'Brien               | City of Philadelphia<br>Office of Administrative Review- Code Unit<br>714 Market Street, Suite 430<br>Philadelphia, PA 19106 | 267-274-8952     | Yes                 |
| Brock J. Atkins, Esq.        | City of Philadelphia Law Department<br>1515 Arch Street, 14 <sup>th</sup><br>Floor<br>Philadelphia, PA 19102                 | (215) 683-5446   | Yes                 |
| Shai Argaman                 | 1267 Serota Place<br>Philadelphia, PA 19115  | (267) 968-7775   | Yes                 |

### **III. Executive Director Exhibits**

The Executive Director intends to introduce the following exhibits at the hearing, copies of which are enclosed to this memorandum:

1. Code Violation Tickets for 5001 Oxford Avenue
2. Code Violation Tickets for 1807 Widener Place
3. OAR Hearing Notice- 5001 Oxford Avenue, LLC: April 27, 2015
4. OAR Hearing Notice- ELISRA LLC: April 27, 2015
5. OAR Code Violation Hearing Sign-In Log: May 21, 2015
6. OAR Disposition Documentation for May 21, 2015 Code Violation Hearing- 5001 Oxford Avenue, LLC and ELISRA LLC: May 21, 2015
7. Memorandum from Stephen St. Vincent to Paula Weiss: May 21, 2015
8. Affidavit of Stephen St. Vincent: August 13, 2015
9. Stephen St. Vincent Proposal to OAR and Miscellaneous Purchase Order with OAR
10. Certificate of Organization (with Certification from Pennsylvania Department of State)- ELISRA LLC: August 22, 2008
11. City of Philadelphia Application for Philadelphia Business Privilege License: ELISRA LLC- October 2008
12. Operating Agreement with Exhibit- ELISRA LLC- May 2009
13. Oral Deposition of Shai Argaman in ELISRA LLC v. City of Philadelphia, et al (Docket No. 2:10-CV-01583-CDJ, E.D. Pa.): January 19, 2011
14. Mortgage- 1807 Widener Place: November 5, 2014
15. Assignment of Rents- 1807 Widener Place: November 5, 2014
16. November 12, 2015 Notice of Administrative Enforcement Proceeding and Exhibits in Support of Notice of Administrative Enforcement Proceeding: Creamer v. Leron Ben

17. November 18, 2015 Response to Notice of Administrative Enforcement: Creamer v.

Leron Ben

18. December 2, 2015 Email Correspondence from Maya Nayak to J. Shane Creamer, Jr.,

Leron Ben, Michael Cooke, and Jordan Segall (1 page)

**IV. Executive Director's Response to Respondent's Proposed Witnesses**

In Respondent's Unilateral Pre-Hearing Memorandum filed with the Board on February 12, 2016, he identified the following witnesses that he intends to call at the hearing.

| Witness Name   | Address | Telephone Number | Objection   |
|--|---------|------------------|---|
| Jordan E. Segall,<br>Esq.<br>Board of Ethics                           | N/A     | N/A              | Mr. Segall cannot provide competent testimony in this matter because he does not have personal knowledge of the events that gave rise to the underlying alleged violations. Additionally, a lawyer may not act as an advocate in a proceeding in which the lawyer is also a witness. Mr. Segall would be forced to disqualify himself during the hearing from representing his client, which would prejudice the Board of Ethics and disrupt the administrative proceeding. |
| Michael Cooke<br>Esq.<br>Director of<br>Enforcement<br>Board of Ethics | N/A     | N/A              | Mr. Cooke cannot provide competent testimony in this matter because he does not have personal knowledge of the events that gave rise to the underlying alleged violations. Additionally, a lawyer may not act as an advocate in a proceeding in which the lawyer is also a witness. Mr. Cooke would be forced to disqualify himself during the hearing from representing his client, which would prejudice the Board of Ethics and disrupt the administrative proceeding.   |

| <b>Witness Name</b>                         | <b>Address</b>  | <b>Telephone Number</b>      | <b>Objection</b>  |
|---|---|------------------------------|---|
| Stephen St. Vincent, Esq.                   | 4525 Pine Street, Apt #4 Philadelphia, PA 19143   | 717-350-3970                 | None  |
| Paula Weiss, Esq.                           | City of Philadelphia Office of Administrative Review<br>100 S. Broad Street, Suite 400 Philadelphia, PA 19110 | 215-686-5220                 | None  |
| Yossi Asiag                                 | 7838 Montgomery Avenue Elkins Park, PA 19027  | 215-833-2547                 | The Executive Director is not aware of any relevant testimony Mr. Asiag could offer at the hearing. |
| “Phone Call to Lisa Brown-Brown Accounting” | 7217 Rising Sun Avenue Philadelphia, PA 19111   | 215-742-7676 or 215-570-0903 | The Executive Director is not aware of any relevant testimony Ms. Brown could offer at the hearing. |

#### **V. Executive Director’s Response to Respondent’s Proposed Exhibits**

In Respondent’s Unilateral Pre-Hearing Memorandum filed with the Board on February 12, 2016, he identified the following exhibits that he intends to call at the hearing.

| <b>Exhibit #</b> | <b>Nature of Exhibit</b>   | <b>Objection</b>  |
|------------------|--|---|
| Exhibit C        | Google screenshot, news articles, and correspondence   | Relevance: These exhibits do not make the existence of a fact of consequence to the adjudication of this matter more probable or less probable. |
| Exhibit D        | Various OAR and Code Violation notices, correspondence, and documents pertaining to Buy It LLC, Majestic Pine Court LLC, Stan Kopel, and Elstako LLC | Relevance: These exhibits do not make the existence of a fact of consequence to the adjudication of this matter more probable or less probable. |

#### **VI. Time Estimate**

The Executive Director anticipates that his case will take approximately two days to present.

## **VII. Unilateral Pre-Hearing Explanation**

Board enforcement staff sent Respondent a letter on February 5, 2016, explaining that, as per paragraph 6(B) of the Board's supplemental memorandum, by Friday February 12, 2016, the parties were supposed to submit a joint pre-hearing memorandum to the Board. Enforcement staff suggested that the easiest way to collaborate on a joint memorandum would be to meet to discuss its contents. Respondent did not indicate that he wanted to file a joint pre-hearing memorandum. On February 12, 2016, Respondent submitted a unilateral pre-hearing memorandum to the Board. Therefore, the Executive Director submits this unilateral pre-hearing memorandum.

Date:

*2/12/2016*

Respectfully submitted,

*J. Shane Creamer, Jr., Esq.*  
J. Shane Creamer, Jr., Esq.  
Executive Director

Michael J. Cooke, Esq.  
Director of Enforcement

Jordan E. Segall, Esq.  
Staff Attorney

City of Philadelphia Board of Ethics  
1515 Arch Street, 18<sup>th</sup> Floor  
Philadelphia, PA 19102  
Phone: (215) 686-9450  
Fax: (215) 686-9453

### **CERTIFICATION OF SERVICE**

I, Michael J. Cooke, hereby certify that on this date I caused a true and correct copy of the foregoing Executive Director's Unilateral Pre-Hearing Memorandum, with Exhibits, to be served upon the following:

**By hand delivery and email:**

Leron Ben  
22 Evergreen Way  
Philadelphia, PA 19115  
[rent2158332547@gmail.com](mailto:rent2158332547@gmail.com)

**By hand delivery:**

Dianna Lin  
Associate General Counsel  
Board of Ethics  
1515 Arch St., 18<sup>th</sup> Floor  
Philadelphia, PA 19102

Date:

2/12/2016

Michael Cooke

# **EXHIBIT 1**

City of Philadelphia  
Code Violation Notice

|  |                     |
|--|---------------------|
| Permit No.   | Date                |
| MD INVESTMENT GROUP INC                                  | 3/1/2014 8:03:35 AM |
| Address of Violation                                     |                     |
| 6001 OXFORD AVE  |                     |
| Violation City, State, Zip<br>PHILADELPHIA PA 19124-2622 |                     |
| Violation Address  | Violation Status    |
| 6001 OXFORD AVE  | 15                  |
| Contact Number:  |                     |
| 639703   |                     |
| Owner:   |                     |
| MD INVESTMENT GROUP INC                                  |                     |
| Occupant Address:  |                     |
| 953/ GUSTLETON AVE                                       |                     |
| Owner City, State, Zip<br>PHILADELPHIA, PA 19115         |                     |

YOU ARE HEREBY NOTIFIED THAT YOU VIOLATED THE FOLLOWING SECTION OF THE PHILADELPHIA CODE.

If payment is not received within 10 calendar days, a \$25.00 additional payment is due.

Violation Code and Description:  
107224E1 - DUMPSTER LID NOT CLOSED  
Fines Amount: \$150.00

Dumpster should not be filled beyond capacity to ensure closure of lid.

Signer: B Chavis

## ADMISSION AND WAIVER

I do hereby admit to said offence at charged  
WAIVE my right to a hearing and agree to  
pay the charge prescribed for my offence.

Signature: \_\_\_\_\_  
Address: \_\_\_\_\_

## HEARING REQUEST INSTRUCTIONS

If you wish to contest the code violation, please check the hearing request box below and mail it to:

Mail hearing request and payments to:  
The Department of Finance  
P.O. Box 63318  
Philadelphia, PA 19130-6318

NOTE: Hearings are held at  
The Office of Administrative Review

For Telephone Inquiries Call  
(215) 577-2625



3S722864

City of Philadelphia  
Code Violation Notice

|                            |                      |
|----------------------------|----------------------|
| Violation Number           | Date                 |
| 22875                      | 3/12/2014 8:05:21 AM |
| Violation Name             |                      |
| MD INVESTMENT GROUP INC    |                      |
| Address of Violator        |                      |
| 6001 OXFORD AVE            |                      |
| Violator City, State, Zip  |                      |
| PHILADELPHIA PA 19124-2852 |                      |
| Violation Address          | Violation Number     |
| 6001 OXFORD AVE            | 15                   |
| License Number             |                      |
| 539783                     |                      |
| Owner                      |                      |
| MD INVESTMENT GROUP INC    |                      |
| Owner Address              |                      |
| 9537 BUSTLETON AVE         |                      |
| Owner City, State, Zip     |                      |
| PHILADELPHIA, PA 19115     |                      |

YOU ARE HEREBY NOTIFIED THAT YOU VIOLATED THE FOLLOWING SECTION OF THE PHILADELPHIA CODE

If payment is not received within 10 calendar days, a \$25.00 additional payment is due.

Violation Code and Description:  
10224B - DUMPSTER OVERFLOWING  
Fine Amount: \$150.00

Overflowing

B Chavis

## ADMISSION AND WAIVER

I do hereby admit to said offense as charged  
WAIVE my right to a hearing and agree to  
pay the charge prescribed for my offense.

Signature \_\_\_\_\_

Address \_\_\_\_\_

## HEARING REQUEST INSTRUCTIONS

If you wish to contest the code violation, please check the hearing request box below and mail it to:

Mail hearing request and payments to:  
The Department of Finance  
P.O. Box 66318  
Philadelphia, PA 19130-6318

NOTE: Hearings are held at  
The Office of Administrative Review

For Telephone Inquiries Call  
(215) 507-2605



35722875

# **EXHIBIT 2**

City of Philadelphia  
Code Violation Notice

|  |                                      |
|--|--------------------------------------|
| Violation Number<br><b>41895183</b>                      | Date<br><b>3/20/2015 11:32:48 AM</b> |
| Violation Name<br><b>ELISRA LLC</b>                      |                                      |
| Address as Violator<br><b>6001 CASTOR AVE #520</b>       |                                      |
| Violator City, State, Zip<br><b>PHILADELPHIA PA19152</b> |                                      |
| Violation Address<br><b>1807 WIDENER PL</b>              | Violation District<br><b>35</b>      |
| Business Number  |                                      |
| Business Name<br><b>ELISRA LLC</b>                       |                                      |
| Defer Address<br><b>6001 CASTOR AVE #520</b>             |                                      |
| Defer City, State, Zip<br><b>PHILADELPHIA, PA 19152</b>  |                                      |

**YOU ARE HEREBY NOTIFIED THAT YOU VIOLATED THE FOLLOWING SECTION OF THE PHILADELPHIA CODE:**

If payment is not received within 10 calendar days, a \$25.00 additional payment is due.

**Violation Code and Description:**  
**107141 - Premises not litter free**  
**Fine Anticipated \$20.00**

Maintain premises free of litter and debris.

Officer R.Johnson

A violation of City Code has occurred at this location. Identify information was not recorded from the refuse material.

**ADMISSION AND WAIVER**

I do hereby admit to said offense be charged  
WAIVE my right to a hearing and agree to  
pay the charge prescribed for my offense.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

**HEARING REQUEST INSTRUCTIONS**

If you wish to contest the code violation, please check the hearing request box below and mail to:

Mail hearing request and payments to:  
The Department of Finance  
P.O. Box 56318  
Philadelphia, PA 19130-56318

NOTE: Hearings are held at:  
The Office of Administrative Review

For Telephone inquiries Call:  
(215) 567-2605



41895183

# **EXHIBIT 3**



CITY OF PHILADELPHIA  
CODE VIOLATION ENFORCEMENT DIVISION

DEPARTMENT OF FINANCE  
P. O. BOX 56318  
PHILADELPHIA, PA 19130-6318  
(215) 567-2605

O 35722875 O  
OXFORD, 5001 AVE LLC  
5001 OXFORD AVE  
PHILA PA 19124-2652

4/27/15

PLEASE NOTE YOUR HEARING WILL BE HELD AT  
THE OFFICE OF ADMINISTRATIVE REVIEW  
100 S BROAD STREET, 4TH FLOOR  
BROAD & CHESTNUT STREETS (ENTER THROUGH CHESTNUT ST DOOR)

TELEPHONE INQUIRIES: (215) 567-2605

DEAR SIR/MADAM:

PLEASE BE ADVISED THAT YOUR REQUEST FOR A HEARING ON YOUR DISPUTED CODE VIOLATION NOTICE(S) IS SCHEDULED FOR THE DATE AND TIME LISTED BELOW.

PLEASE BRING WITH YOU ANY DOCUMENTARY EVIDENCE THAT WILL ASSIST YOU IN PRESENTING YOUR CASE. IF YOU FAIL TO APPEAR, YOU WILL BE SUBJECT TO THE FULL AMOUNT OF ALL APPLICABLE FINES AND PENALTIES AND FURTHER ACTION IN MUNICIPAL COURT.

PLEASE BE ADVISED YOU MAY CHOOSE TO HAVE YOUR REVIEW THROUGH AN ONLINE PROCESS. YOU CAN SUBMIT YOUR REQUEST FOR AN ONLINE REVIEW AT [HTTP://WWW.PHILA.GOV/FINANCE//UNITS-ADMINREVIEW.HTML](http://WWW.PHILA.GOV/FINANCE//UNITS-ADMINREVIEW.HTML) IF YOU SCHEDULE AN ONLINE HEARING, YOUR PREVIOUSLY SCHEDULED IN-PERSON HEARING WILL BE CANCELED.

IF YOUR CHECK IS RETURNED UNPAID FOR INSUFFICIENT OR UNCOLLECTED FUNDS, (1) YOU AUTHORIZE ECOLLECT, LLC TO MAKE A ONE-TIME ELECTRONIC FUNDS TRANSFER FROM YOUR ACCOUNT TO COLLECT A FEE OF \$20; AND (2) ECOLLECT, LLC MAY RE-PRESENT YOUR CHECK ELECTRONICALLY TO YOUR DEPOSITORY INSTITUTION FOR PAYMENT.

HEARING DATE: 5/21/15 HEARING TIME: 11:00 AM

| CVN      | ISSUE DATE | VIOLATION            | AMOUNT PAID | AMOUNT DUE |
|----------|------------|----------------------|-------------|------------|
| 35722875 | 3/12/14    | DUMPSTER OVERFLOWING | \$ .00      | \$175.00   |
| 35722864 | 3/12/14    | DUMP LID NOT CLOSED  | \$ .00      | \$175.00   |

# **EXHIBIT 4**



CITY OF PHILADELPHIA  
CODE VIOLATION ENFORCEMENT DIVISION

DEPARTMENT OF FINANCE  
P. O. BOX 56318  
PHILADELPHIA, PA 19130-6318  
(215) 567-2605

O 41695183 O  
ELISRA, LLC  
8001 CASTOR AVE 520  
PHILA PA 19152-2701

4/27/15

PLEASE NOTE YOUR HEARING WILL BE HELD AT  
THE OFFICE OF ADMINISTRATIVE REVIEW  
100 S BROAD STREET, 4TH FLOOR  
BROAD & CHESTNUT STREETS (ENTER THROUGH CHESTNUT ST DOOR)

TELEPHONE INQUIRIES: (215) 567-2605

DEAR SIR/MADAM:

PLEASE BE ADVISED THAT YOUR REQUEST FOR A HEARING ON YOUR DISPUTED CODE VIOLATION NOTICE(S) IS SCHEDULED FOR THE DATE AND TIME LISTED BELOW.

PLEASE BRING WITH YOU ANY DOCUMENTARY EVIDENCE THAT WILL ASSIST YOU IN PRESENTING YOUR CASE. IF YOU FAIL TO APPEAR, YOU WILL BE SUBJECT TO THE FULL AMOUNT OF ALL APPLICABLE FINES AND PENALTIES AND FURTHER ACTION IN MUNICIPAL COURT.

PLEASE BE ADVISED YOU MAY CHOOSE TO HAVE YOUR REVIEW THROUGH AN ONLINE PROCESS. YOU CAN SUBMIT YOUR REQUEST FOR AN ONLINE REVIEW AT [HTTP://WWW.PHILA.GOV/FINANCE//UNITS-ADMINREVIEW.HTML](http://WWW.PHILA.GOV/FINANCE//UNITS-ADMINREVIEW.HTML). IF YOU SCHEDULE AN ONLINE HEARING, YOUR PREVIOUSLY SCHEDULED IN-PERSON HEARING WILL BE CANCELED.

IF YOUR CHECK IS RETURNED UNPAID FOR INSUFFICIENT OR UNCOLLECTED FUNDS, (1) YOU AUTHORIZE ECOLLECT, LLC TO MAKE A ONE-TIME ELECTRONIC FUNDS TRANSFER FROM YOUR ACCOUNT TO COLLECT A FEE OF \$20; AND (2) ECOLLECT, LLC MAY RE-PRESENT YOUR CHECK ELECTRONICALLY TO YOUR DEPOSITORY INSTITUTION FOR PAYMENT.

HEARING DATE: 5/21/15 HEARING TIME: 11:00 AM

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| CVN      | ISSUE DATE | VIOLATION            | AMOUNT PAID | AMOUNT DUE |
|----------|------------|----------------------|-------------|------------|
| 41695183 | 3/09/15    | PREM NOT LITTER FREE | \$ .00      | \$75.00    |

# **EXHIBIT 5**



# CODE VIOLATION HEARINGS

## PLEASE SIGN-IN BELOW



(TRASH, RECYCLING, SNOW REMOVAL,  
RECYCLING, EXCESS FALSE ALARMS, ETC...)

DATE: 5/21/15

SESSION: AM

*Print Name or Business Name*

*Representative Name  
(If Applicable)*

- |     |                          |                      |
|-----|--------------------------|----------------------|
| 1.  | <u>8400 Bustleton LP</u> | <u>Jessica Moore</u> |
| 2.  | <u>ISAIAH FLEMING JR</u> |                      |
| 3.  | <u>Lea Augustin</u>      |                      |
| 4.  | <u>Rick Shchata</u>      |                      |
| 5.  | <u>Libra Bryant</u>      |                      |
| 6.  | <u>Leron Ben</u>         |                      |
| 7.  | <u>Tan Gamma</u>         |                      |
| 8.  | <u>SACRIFICE 200</u>     |                      |
| 9.  | <u>Vanessa Aponte</u>    |                      |
| 10. | <u>Jafar Fares</u>       |                      |
| 11. |                          |                      |
| 12. |                          |                      |
| 13. |                          |                      |
| 14. |                          |                      |
| 15. |                          |                      |
| 16. |                          |                      |
| 17. |                          |                      |
| 18. |                          |                      |
| 19. |                          |                      |
| 20. |                          |                      |

Pg. 2  
→  
(OVE)

# **EXHIBIT 6**

eTIMS : S W E E P : General Processor

TICKET MANAGEMENT CUSTOMER HISTORY CASE HISTORY SEARCH DISPOSITION REQUEST

|   |   |   |   |
|---|---|---|---|
| 5001<br>OXI ORD<br>AVI LLC<br>5001<br>OXI ORD<br>AVI<br>PHILA, PA<br>19124-<br>2652 | CVN Type:<br>MOVE<br>Owner<br>Street<br>Code:<br>6208005001<br>07/18/13 | Hearing Officer: <input type="text"/> SV <input type="text"/> STEPHEN ST. VINCENT <input type="text"/> 21 | Quick Entry<br>Apply the same disposition and plea code for all cvns below. |
| Address Source: REGISTRY  | Total Amount \$0.00<br>Due:   | Disposition Code/<br>Description <input type="text"/> LIST  | Apply Reduction Amount for all cvns below.                                  |
|   |   | Reduction <input type="text"/>  | <input type="button"/> OK   |

| DISPOSITION REQUEST |                                  |            |        |           |           |           |           |           |      |         |
|---------------------|----------------------------------|------------|--------|-----------|-----------|-----------|-----------|-----------|------|---------|
| CVN #               | Disposition Code/<br>Description | Reduce Amt | Fine   | Penalty 1 | Penalty 2 | Penalty 3 | Penalty 4 | Penalty 5 | Paid | Amt Due |
| 35722875            | <input type="text"/> LIST        | 175.00     | 150.00 | 0.00      | 0.00      | 25.00     | 0.00      | 0.00      | 0.00 | 0.00    |
| 35722861            | <input type="text"/> LIST        | 175.00     | 150.00 | 0.00      | 0.00      | 25.00     | 0.00      | 0.00      | 0.00 | 0.00    |

CANCEL  REVIEW  PROCESS DISPOSITION

Home  
Help  
Log Off  
 Print

| eTIMS SWEEP Disposition Processing   |   | SEARCH DISPOSITION REQUEST                    |       |           |           |                     |  |           |      |         |  |  |  |  |  |  |
|--|---|---|-------|-----------|-----------|---------------------|--|-----------|------|---------|--|--|--|--|--|--|
| TICKET MANAGEMENT  |   | DISPOSITION                                   |       | HISTORY   |           | DISPOSITION REQUEST |  |           |      |         |  |  |  |  |  |  |
| LLISRA<br>LLC<br>8001<br>CASTOR<br>AVI 520<br><br>PHILA, PA<br>19152-<br>2701  | CVN Type:<br>MOVL<br>Owner<br>Street<br>Code:<br>8303501807 | Hearing Officer:<br>SV<br>STEPHEN ST. VINCENT | LIST  | 21        |           |                     | <p><b>Quick Entry</b><br/>Apply the same disposition and plea code for all cvns below.</p> <p><b>Disposition Code/ Description</b></p> <input type="text"/> JUST |           |      |         |  |  |  |  |  |  |
| Address Source:<br>REGISTRY  |   | Case #:                                       | B     |           |           |                     | <p>Apply Reduction Amount for all cvns below.</p> <p><b>Reduction</b> <input type="text"/></p> <p><b>OK</b></p>  |           |      |         |  |  |  |  |  |  |
| <input type="button" value="CANCEL"/> <input type="button" value="REVIEW"/> <input type="button" value="PROCESS DISPOSITION"/>                               |   |   |       |           |           |                     |  |           |      |         |  |  |  |  |  |  |
| CVN #  | Disposition Code/<br>Description                            | Reduce Amt                                    | Fine  | Penalty 1 | Penalty 2 | Penalty 3           | Penalty 4  | Penalty 5 | Paid | Amt Due |  |  |  |  |  |  |
| 41095183   | <input type="text"/> JUST                                   | 90.00   | 50.00 | 0.00      | 15.00     | 25.00               | 0.00   | 0.00      | 0.00 | 0.00    |  |  |  |  |  |  |
| <input type="button" value="Home"/><br><input type="button" value="Help"/><br><input type="button" value="Log Off"/><br><input type="button" value="Print"/> |   |   |       |           |           |                     |  |           |      |         |  |  |  |  |  |  |

# **EXHIBIT 7**

MEMO

To: Paula Weiss, Esq.

From: Stephen St.Vincent, Esq.

Date: 5/2/15

Re: Attempted bribery during OAR hearings

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This morning, I was sitting as a hearing master for code violation cases. One hearing was for property owner Leron Ben (he signed in as "Leron Ben" and gave his name to me as "Leron Shoshana"). The properties in question were 5001 Oxford Ave (CVN # 35722864 and 35722875) and 1807 Widener Pl (CVN # 41695183). Mr. Ben presented sufficient evidence for me to dismiss all 3 tickets (for CVN # 35722875 I found that the problem had been addressed).

At the conclusion of the hearing, Mr. Ben offered to shake my hand. When I did so, I felt that he was trying to hand me something. I looked at it and realized that it was money. I am not sure exactly how much; It was multiple bills, with a \$10 bill on the outside. I immediately dropped the money onto his case folder and told him that I could not take the money. He stated that he wanted to thank me and that it was just to buy me lunch. I again stated that I could not take the money. I told him to take it with him and to leave the hearing room, which he did. I immediately reported this incident to my supervisor, Paula Weiss. To my knowledge, Mr. Ben left the building without further incident.



Stephen St.Vincent, Esq.

# **EXHIBIT 8**

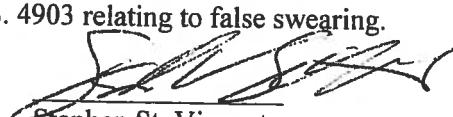
## AFFIDAVIT OF STEPHEN ST. VINCENT

I, Stephen St. Vincent, hereby swear and affirm that the following statement is true and correct.

1. I was a part-time Hearing Master for the City of Philadelphia Office of Administrative Review. I held this position from March 2015 through June 2015.
2. As part of my job duties for the Office of Administrative Review, I reviewed appeals to tickets for various administrative violations issued by the City. Alleged violators appeared before me to review the ticket and argue as to why they should not have to pay a fine.
3. On May 21, 2015, I conducted a hearing for three code violations issued to property owner Mr. Leron Ben. The properties were located at 5001 Oxford Avenue and 1807 Widener Place.
4. By the end of the hearing, I found Mr. Ben presented sufficient evidence to dismiss all of the tickets, which had been issued to him. The problems had been addressed.
5. At the end of the hearing, Mr. Ben thanked me, approached me, and offered to shake my hand. In the course of shaking Mr. Ben's hand, he passed me an object. I looked at the object and realized it was multiple cash bills, including at least one ten dollar bill on the outside. I am not sure exactly how much cash Mr. Ben tried to hand me.
6. I immediately dropped the money Mr. Ben was trying to hand to me and told him that I could not take the money.
7. Mr. Ben took the money back and said that he just wanted to thank me and that it was just to buy me lunch.
8. I again told him that I could not take the money and told him to take the money and leave the hearing room.
9. Mr. Ben left the building and took the money with him without further comment or incident. I immediately reported the incident to my supervisor, the Executive Director of the Office of Administrative Review, Paula Weiss.

I make this statement subject to the penalties set forth in 18 Pa.C.S. 4903 relating to false swearing.

Date: 8/13/15



Stephen St. Vincent

Signed and Sworn to Before Me:

Tina Formica  
Notary Public

On 8/13, 2015

|                                     |  |
|-------------------------------------|--|
| COMMONWEALTH OF PENNSYLVANIA        |  |
| NOTARIAL SEAL                       |  |
| TINA FORMICA, Notary Public         |  |
| City of Philadelphia, Phila. County |  |
| My Commission Expires May 7, 2017   |  |

# **EXHIBIT 9**

Proposal for Consulting Services to be Provided to the  
Office of Administrative Review

- I. Services as a Master to be provided to the Office of Administrative Review for the term March 11, 2015 through June 30, 2015.
- Presiding over Tax Review Board Master hearings and rendering written decisions to the Tax Review Board with regard to findings on each matter heard: holding Photo Enforced Red Light Violation and Code Violation hearings;
  - Performing such other tasks as may be, from time to time, required by the Officer of Administrative Review.
- II. Compensation for the above services shall be payable at the rate of \$35.00 per hour of work performed.
- Such compensation shall be payable upon receipt and approval of invoices submitted to the Executive Director of the Office of Administrative Review or her designee. All bills or vouchers shall be in the form and content as required by the Executive Director

  
Stephen St. Vincent

3-12-15  
Date

100 N. 22<sup>nd</sup> ST. #138  
Philadelphia, PA 19103

CITY OF PHILADELPHIA - OFFICE OF THE DIRECTOR OF FINANCE

ACCOUNTING BUREAU

**MISCELLANEOUS ORDER****FINANCE OFFICE USE ONLY**DOCUMENT # **MPXX15000323**

BATCH # \_\_\_\_\_

BATCH DATE \_\_\_\_\_

CODED BY \_\_\_\_\_

Department **FINANCE**

DATE PREPARED

3/20/2015

Requisitioner **Beth Wetzell**Req. Telephone No. **(215)686-6203** FUNDING SOURCE (IF ANOTHER DOCUMENT)

Departmental Authorized Signer

ORDER TERMINATION DATE

6/30/2015

Vendor Name and Address

CIVIL SERVICE ITEM NO. **1016**St. Vincent, Stephen Victor  
100 North 22nd Street  
Apt. 138  
Philadelphia, PA 19103ITEM NO. DESCRIPTION  
**1016 - Review and Survey Services**

THIS ORDER IS SUBJECT TO THE ATTACHED "MISCELLANEOUS ORDER TERMS AND CONDITIONS" INCORPORATED HEREIN AND MADE A PART HEREOF.

  
**CONTRACTOR'S SIGNATURE**DESCRIPTION

Hearing Master.

|                       |                   |  |  |  |  |  |
|-----------------------|-------------------|--|--|--|--|--|
| <b>SUFFIX</b>         | <b>01</b>         |  |  |  |  |  |
| <b>FUND</b>           | <b>010</b>        |  |  |  |  |  |
| <b>DEPARTMENT</b>     | <b>35</b>         |  |  |  |  |  |
| <b>DIVISION</b>       | <b>06</b>         |  |  |  |  |  |
| <b>RC/OUTPUT</b>      | <b>01/</b>        |  |  |  |  |  |
| <b>INDEX CODE</b>     | <b>350076</b>     |  |  |  |  |  |
| <b>CLASS CODE</b>     | <b>0250</b>       |  |  |  |  |  |
| <b>USER CODE</b>      |                   |  |  |  |  |  |
| <b>GRANT</b>          |                   |  |  |  |  |  |
| <b>GRANT DETAIL</b>   |                   |  |  |  |  |  |
| <b>PROJECT</b>        | <b>FND010</b>     |  |  |  |  |  |
| <b>PROJECT DETAIL</b> |                   |  |  |  |  |  |
| <b>AMOUNT</b>         | <b>\$5,000.00</b> |  |  |  |  |  |

\*SEND ALL INVOICES IN TRIPPLICATE TO THE CONTRACTING DEPARTMENT, CITY OF PHILADELPHIA\*

- THIS ORDER NUMBER MUST BE SHOWN ON ALL INVOICES, CORRESPONDENCE, ETC.
- A SEPARATE INVOICE MUST BE SUBMITTED FOR EACH MISCELLANEOUS ORDER.
- THIS ORDER IS SUBJECT TO CANCELLATION IF PERFORMANCE IS NOT IN ACCORDANCE WITH AGREEMENT.
- \* NO CHANGE MAY BE MADE IN ANY OF THE PROVISIONS OF THIS ORDER.

# **EXHIBIT 10**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

12/12/2015

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

ELISRA LLC

I, Pedro A. Cortés , Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of

Creation Filing filed on Aug 25, 2008 - Paiges (2)



IN TESTIMONY WHEREOF, I have hereunto set  
my hand and caused the Seal of the Secretary's  
Office to be affixed, the day and year above written

Pedro A. Cortés  
Secretary of the Commonwealth

Certification Number: TFA151204TC1080-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify.aspx>

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Certificate of Organization  
Domestic Limited Liability Company  
(15 Pa.C.S. § 8913)

|  |   |                          |  |
|--|---|--------------------------|--|
| Name<br><b>BROWN ACCOUNTING SERVICES LLC</b> | Document will be returned to the name and address you enter to the left.<br>← |                          |  |
| Address<br><b>7217 RISING SUN AVE</b>        |   |                          |  |
| City<br><b>PHILADELPHIA</b>                  | State<br><b>PA</b>  | Zip Code<br><b>19111</b> |  |

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (*designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation*):  
**ELISRA LLC**

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

|   |                      |                    |                     |                        |
|---|----------------------|--------------------|---------------------|------------------------|
| (a) Number and Street<br><b>8001 CASTOR AVE</b> | City<br><b>PHILA</b> | State<br><b>PA</b> | Zip<br><b>19152</b> | County<br><b>PHILA</b> |
|---|----------------------|--------------------|---------------------|------------------------|

(b) Name of Commercial Registered Office Provider  
c/o:  
\_\_\_\_\_  
\_\_\_\_\_

3. The name and address, including street and number, if any, of each organizer is (*all organizers must sign on page 2*):

Name  
**LISA J BROWN** Address  
**7217 RISING SUN AVE PHILA PA 19111**  
\_\_\_\_\_  
\_\_\_\_\_

PA DEPT. OF STATE

JG 25 2008

Commonwealth of Pennsylvania  
CERTIFICATE OF ORGANIZATION 3 Page(s)



T0823924003

4. *Strike out if inapplicable term*  
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*  
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: 8/22/08  
month date year hour, if any

7. *Strike out if inapplicable:* The company is a restricted professional company organized to render the following restricted professional service(s):  
XX  
X

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this

20 day of AUG , 08 .

S. Jo. Brown  
Signature

Signature

Signature

# **EXHIBIT 11**

**CITY OF PHILADELPHIA**  
**APPLICATION FOR**  
**PHILADELPHIA BUSINESS TAX ACCOUNT NUMBER**  
**BUSINESS PRIVILEGE LICENSE**  
**WAGE TAX WITHHOLDING ACCOUNT**

THE PHILADELPHIA BUSINESS PRIVILEGE LICENSE FEE IS \$250.00

**READ INSTRUCTIONS ON REVERSE BEFORE COMPLETING THIS FORM**  
**CLEARLY PRINT OR TYPE ALL INFORMATION**

|  |  |  |                |  |  |
|--|--|--|----------------|--|--|
| 1A. IF THIS ACCOUNT IS FOR WAGE TAX WITHHOLDING ONLY, CHECK HERE: <input type="checkbox"/>   |  | 1B. IF THIS ACCOUNT IS FOR NET PROFIT TAX ONLY, CHECK HERE: <input type="checkbox"/>   |                | YOU MUST ENTER YOUR FEDERAL EMPLOYER IDENTIFICATION AND/OR SOCIAL SECURITY NUMBER  |  |
| 2. DATE PHILADELPHIA BUSINESS BEGAN <input type="text" value="8/22/2008"/>   |  |  |                | EMPLOYER IDENTIFICATION NUMBER<br><input type="text" value="26-3212944"/>  |  |
| 3. DO YOU NEED PRIOR YEAR TAX FORMS? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>   |  |  |                | SOCIAL SECURITY NUMBER<br><input type="text"/>   |  |
| 4. DATE WAGES FIRST PAID <input type="text" value="NO Wages/NO Payroll"/>  |  |  |                | PA STATE SALES AND USE TAX NUMBER<br><input type="text"/>  |  |
| 5. TAXABLE MONTHLY PAYROLL, \$ <input type="text" value="0.00"/>   |  |  |                |  |  |
| 6A. PRIMARY TYPE OF BUSINESS<br><input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> WHOLESALE <input type="checkbox"/> RETAIL <input type="checkbox"/> MANUFACTURING <input type="checkbox"/> SERVICES <input checked="" type="checkbox"/> OTHER  |  |  |                |  |  |
| 6B. DESCRIBE EXACT TYPE OF BUSINESS<br>Real Estate   |  |  |                |  |  |
| 7. ENTITY NAME<br>Ellart LLC   |  | 8. TRADE NAME (IF APPLICABLE)  |                |  |  |
| 9. BUSINESS ADDRESS (NUMBER AND STREET, DO NOT USE P.O. BOX NUMBERS)<br>6001 Cesar Ave Ste 620   |  | CITY<br>Phila  | STATE<br>PA    | ZIP CODE<br>19152  | <input type="checkbox"/> OWN <input type="checkbox"/> RENT |
| 10. MAILING ADDRESS (IF DIFFERENT FROM BUSINESS ADDRESS)   |  | CITY   | STATE          | ZIP CODE   |  |
| 11. BRANCH OFFICE ADDRESS, IF ANY, (IF MULTIPLE LOCATIONS, ATTACH SEPARATE SHEET)  |  | CITY   | STATE          | ZIP CODE   | <input type="checkbox"/> OWN <input type="checkbox"/> RENT |
| 12. BUSINESS TELEPHONE NUMBER  |  | 13. HOME TELEPHONE NUMBER  | 14. FAX NUMBER | 15. E-MAIL ADDRESS   |  |
| 16. TYPE OF ORGANIZATION (CHECK ONE)   |  | D) <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY (LLC)<br>INDICATE FILING BASIS WITH THE INTERNAL REVENUE SERVICE<br>CORPORATION <input type="checkbox"/><br>SOLE PROPRIETORSHIP <input type="checkbox"/><br>PARTNERSHIP <input checked="" type="checkbox"/> |                | C) <input type="checkbox"/> PARTNERSHIP<br>GENERAL PARTNERSHIP<br>LIMITED LIABILITY PARTNERSHIP <input type="checkbox"/><br>UNITED PARTNERSHIP <input type="checkbox"/><br>Check here if any member is a corporation. <input type="checkbox"/> |  |
| E) <input type="checkbox"/> SOLE PROPRIETOR  |  | F) <input type="checkbox"/> JOINT VENTURE  |                |  |  |
| G) <input type="checkbox"/> CORPORATION  |  |  |                |  |  |
| H) <input type="checkbox"/> ESTATE/TRUST   |  |  |                |  |  |
| <u>WAGE TAX ONLY</u>   |  | G) <input type="checkbox"/> GOVERNMENT    H) <input type="checkbox"/> ASSOCIATION  |                | I) <input type="checkbox"/> NON-PROFIT UNDER INTERNAL REVENUE CODE §501(C)(3)<br>(ATTACH COPY OF THE IRS EXEMPTION LETTER)   |  |
| 17. INDIVIDUALS, PARTNERS OR OFFICERS NAMES<br>Liran Ben-Shoshan   |  | J) <input type="checkbox"/> HOME ADDRESS<br>1626 Griffith St<br>Phila PA 19111   |                | K) <input type="checkbox"/> BSN OR FEDERAL EIN<br>189-76-5326  |  |
| 18A. VOLUNTARY DISCLOSURE OF RACE AND GENDER INFORMATION<br>RACE/NATIONAL ORIGIN:<br><input type="checkbox"/> ASIAN, PACIFIC ISLANDER <input type="checkbox"/> BLACK <input type="checkbox"/> HISPANIC<br><input type="checkbox"/> WHITE <input type="checkbox"/> OTHER (SPECIFY): _____<br>SEX: <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE |  |  |                |  |  |
| 18B. PRIMARY LANGUAGE OF BUSINESS OWNER<br><input type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> KOREAN<br><input type="checkbox"/> RUSSIAN <input type="checkbox"/> OTHER (SPECIFY): _____   |  |  |                |  |  |
| I understand that if I knowingly make any false statement(s) herein, I am subject to penalties as proscribed by law.<br><u>Liran Ben-Shoshan</u><br>SIGNATURE _____ PRINT NAME _____ PHONE NUMBER _____ DATE _____   |  |  |                |  |  |

I understand that if I knowingly make any false statement(s) herein, I am subject to penalties as proscribed by law.

Symmetrische

POINT & SHOOT

[www.electronics.com](#)

307

RTX Mail the completed application to the CITY OF PHILADELPHIA, DEPARTMENT OF REVENUE, P.O. BOX 1600, PHILADELPHIA, PA 19105-1600 or FAX to 215-888-8835. If submitting by fax, do not mail this form.

# **EXHIBIT 12**

## OPERATING AGREEMENT

ELISRA, LLC

THIS OPERATING AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of March, 2009 by and among the signatories hereto.

In consideration of the mutual promises herein contained, the parties, intending legally to be bound, agree as follows:

1 GENERAL DEFINITIONS. As used herein, the following terms have the meanings respectively set forth after each one:

1.1 "Act" means the Pennsylvania Limited Liability Company Law of 1994 15 P.a. C.S.A. 8901 et seq.

1.2 "Code" means the Internal Revenue Code of 1986, as amended.

1.3 "Company" means the limited liability company formed in the Commonwealth of Pennsylvania on August 25, 2008 under the name ELISRA, LLC.

1.4 "Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company; and "Members" means the Members collectively.

1.5 "Percentage" means the percentage from time to time set forth beside the name of a Member on Attachment A to this Agreement, as amended from time to time.

1.6 "Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

1.7 "Regulation(s)" means the Treasury Regulations, including Temporary Regulations, from time to time adopted under the Code.

Other terms are defined throughout the text of this Agreement and shall have the meanings respectively ascribed to them herein.

### 2. ORGANIZATION.

2.1 Organization. The Company was organized pursuant to the Act.

2.2 Name. The name of the Company is ELISRA, LLC

2.3 Purpose. The Company is organized for real estate investment and to do any and all other business as the members may from time to time choose.

2.4 Term. The Company was organized at the time the articles of organization of the Company were filed with the Secretary of State of the Commonwealth of Pennsylvania. The Company shall continue in existence until dissolved pursuant to Section 6 of this Agreement.

3. MEMBERSHIP.

3.1 Members. The name and Percentage of each Member are set forth on Attachment A to this Agreement. No other Person may be admitted as a Member unless the Persons who are then Members unanimously consent.

3.2 Except as permitted hereunder, a Member shall not Assign or permit the Assignment of all, or any portion of, the Member's interest in the Company or rights in the Member's interest in the Company. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Assignment of a Member's interest or rights in violation of this Section shall be deemed invalid, null and void, and of no force or effect. Any Person to whom a Member attempts to Assign the Member's interest in violation of this Section or to whom a Member's interest is involuntarily Assigned shall not be entitled to vote on matters coming before the Members; participate in the management of the Company; act as an agent of the Company; attend meetings of the Members; inspect Company books and records; have access to any other information of the Company; demand an accounting with respect to the Company; receive distributions from the Company; or have any other rights in or with respect to the Member's interest. As used herein, the term "Assign" means, voluntarily or involuntarily, to transfer, sell, bequeath, pledge, hypothecate or otherwise dispose of a Member's interest. Any assignee of or successor to a Member's interest who does not become a Member and desires to make further Assignments of the interest shall be subject to all of the restrictions on the assignment of the interest contained herein. Unless an assignee or successor becomes a Member, the assignee or successor shall not be entitled to any of the rights granted to a Member hereunder or under the Act, other than the right to receive all or part of the share of Profits, Losses and distributions to which the assignor or predecessor would otherwise have been entitled; and unless and until the assignee or successor is admitted as a Member, the assignee or successor shall not have any right to vote on matters coming before the Members; participate in management of the Company; act as an agent of the Company; attend meetings of the Members; inspect Company books and records; have access to any other information of the Company, except to the extent necessary to prepare the Person's state and federal income tax returns; or to demand an accounting with respect to the Company.

3.3 Right of First Refusal. If a Member obtains a bona fide written offer for the purchase of the Member's interest in the Company, for a price denominated in U.S. dollars, which the Member intends to accept, then the Member shall give written notice of that intention ("Notice of Intention") to the Company. To be effective, the Notice of Intention must state or describe (i) the interest to be Assigned, (ii) the name and address of the proposed assignee, (iii) the amount to be paid and the terms of payment, and (iv) the date of the proposed Assignment. The Company, for thirty (30) days after delivery of the Notice of Intention, may elect to have the redemption price of the Member's interest in the company determined under Section 3.6 and, for thirty (30) days after it has been notified

of that amount, may elect to purchase the Member's interest for the lesser of the price determined under Section 3.6 or the price set forth in the Notice of Intention. In either case, the purchase shall be on the terms set forth in Section 3.7. If the Company properly exercises that option, then the Member shall sell, and the Company shall purchase, the Member's interest at that price and on those terms. If the Company does not timely exercise its option to purchase the interest, then the interest may be Assigned to the proposed assignee upon the terms stated in the Notice of Intention, provided that the proposed assignee agrees in writing to be bound by this Agreement and, provided that, unless the remaining Members unanimously agree otherwise, the assignee shall be and remain a mere interest holder in the Company, shall not be admitted as a Member and shall have only the rights affirmatively granted in the last sentence of Section 3.2. If an Assignment which is permitted hereunder is not completed by the later of the date specified in the Notice of Intention or fifteen (15) days after the expiration of the Company's purchase option, then the Member's interest will become subject again to the purchase option contained in this Section.

3.4 Voluntary Withdrawal. A Member may not voluntarily withdraw from the Company.

3.5 Involuntary Assignment. If an Order for Relief is entered with respect to a Member under the Bankruptcy Code or if a trustee, receiver or liquidator is appointed with respect to a Member in any insolvency proceeding or if a charging order is entered with respect to a Member's interest in the Company, then the Company, for one hundred twenty (120) days after it learns of the event, may elect to have the redemption price of the Member's entire interest in the Company determined under Section 3.6 and for thirty (30) days after it has been notified of that amount, may elect to redeem the Member's entire interest for that amount and on the terms set forth in Section 3.7. If the Company timely makes that election, then the Company shall purchase, and the Member or the Member's legal representative or successor shall sell to the Company, the Member's entire interest in the Company at that price and on those terms. If the Company does not elect to have the redemption price determined in accordance with Section 3.6 or, after the determination of that price, does not elect to redeem the withdrawn Member's interest in the Company at that price and on those terms, then, unless the remaining Members unanimously agree otherwise, the successor to the Member shall be and remain a mere interest holder in the Company, shall not be admitted as a Member, and shall have only the rights affirmatively granted in the last sentence of Section 3.2.

### 3.6 Determination of Price

3.6.1 The redemption price for a Member's interest which is purchased by the Company pursuant to Section 3.5 shall be the fair market value of the Member's interest in the Company, determined as of the date of the Company's election to make the purchase, without taking into account any discount for lack of marketability of the interest or any minority interest discount (the "Fair Market Value"). If the Company and the seller cannot agree on the Fair Market Value, then either the Company or the seller (the seller and the Company each being referred to herein as a "Side"), by notice to the other, may elect to have the Fair Market Value, determined by an appraisal in accordance with Section 3.6.2.

3.6.2 Within fourteen (14) days after notice is given under Sections 3.6.1, the Sides shall jointly select an appraiser to determine the Fair Market Value. If the Sides do not or cannot select an appraiser within that period, then, within the next ten (10) days, each Side shall appoint an appraiser to determine the Fair Market Value. Each appraiser shall submit his appraisal within thirty (30) days after his selection. If either Side fails to appoint an appraiser, then the appraiser appointed by the other Side may act alone. If the difference between the two appraisals is five percent (5%) or less of the greater appraisal, then the Fair Market Value shall be the average of the two appraisals. If the difference between the two appraisals is more than five percent (5%) of the greater appraisal, then, within ten (10) days after the date on which the second appraisal is submitted, the first and second appraisers shall select a third appraiser to review both appraisals and any supporting information deemed appropriate by the third appraiser. Within thirty (30) days after his selection, the third appraiser shall state which of the two appraisals he believes is closer to the Fair Market Value. This statement by the third appraiser shall be final and binding upon all parties. If the two appraisers cannot agree on the selection of the third appraiser, each of them shall nominate on written ballots three individuals they believe are qualified to serve as the third appraiser. If only one individual is nominated by both of the two appraisers, that individual shall be the third appraiser. If no individual is nominated by both of the appraisers or if both of them nominate two or more of the same individuals, the third appraiser shall be the individual whose name is drawn by the first appraiser in a blind drawing in the presence of the second appraiser. Each Side shall pay the cost of its appraiser and one-half of the cost of any jointly selected appraiser. Each Side appointing an appraiser under this Section shall give notice of the appointment to all of the parties. The determination made in accordance with this Section shall be binding and conclusive upon the parties, and that amount shall be multiplied by the Member's Percentage to determine the redemption price in accordance with Section 3.6.1.

3.7 Manner of Payment. The amount to be paid to a Member or a Member's personal or legal representative or successor under Section 3.3, 3.5, or 3.6 shall be paid in sixty (60) consecutive equal monthly installments, including interest on the unpaid balance of the purchase price at a rate equal to the minimum rate necessary to avoid imputed interest or original issue discount under the Code, beginning three (3) months after the election to purchase and continuing until the purchase price has been fully paid. The unpaid balance may be prepaid at any time without premium or penalty. The Member or the Member's personal or legal representatives, successors, or assigns, as the case may be, if requested to do by the Company, shall sign and deliver to the Company an assignment, in a form reasonably approved by counsel for the Company, which shall transfer to the Company good and marketable title to the Member's interest in the Company, free and clear of all liens, claims and encumbrances; and the Company, if requested to do so by the Member or the Member's personal or legal representatives, successors or assigns, as the case may be, the Company's promissory note, in the form attached hereto as Attachment B, for the amount due, containing a right on the part of the holder to accelerate payment in the event of any default. To secure the note, the Company shall execute and deliver to the seller a security agreement and financing statements covering the interest which has been redeemed. The Company is hereby designated as the Member's attorney-in-fact for the purposes of removing the Member's name from the Company's roster of Members and for the purpose of transferring the Member's interest to the Company. This power is coupled with an interest and is irrevocable.

3.8 Payment for Company Property. The amount to be paid to a Member or a Member's personal or legal representatives, successors or assigns under this Section shall be deemed to be paid in exchange for the interest of the Member in Company property, in accordance with and subject to Section 736(b) of the Code.

3.9 Vote on Purchase. A Member may not vote on the purchase of his, her or its interest in the Company pursuant to this Section 3, nor may the Member's Percentage be counted in determining the requisite number of votes to make the purchase.

3.10 Permitted Assignments. Notwithstanding anything set forth in this Agreement to the contrary, a Member may at any time and from time to time, Assign all, or any portion of, or any interest or rights in, the Member's interest in the Company to the Member's spouse or to any lineal descendant, by birth or adoption, of the Member or to any trust for the benefit of any such Person; and that Assignment shall not require any consent hereunder or be subject to any purchase option hereunder, provided, however, that the Member or the Member's successors or assigns notifies the Company of the assignment and delivers to the Company a copy of the written instrument of assignment. Upon receipt of that notice, the assignee shall automatically be admitted as a member if the assignment is of the membership rights.

3.11 Put-Call Option. Either Member (the "Initiating Member"), for any reason, may at any time notify the other Member (the "Responding Member") that the Initiating Member desires to sell its interest or buy the interest of the Responding Member. The notice (the "Proposal") shall contain a statement of the price which the Initiating Member desires to receive for his interest and all terms and conditions which the Initiating Member desires to apply to the sale. The Responding Member shall have thirty (30) days after delivery of the Proposal within which to elect to purchase the interest of the Initiating Member at the price and on the terms and conditions set forth in the Proposal. If the Responding Member does not timely elect to purchase the interest of the Initiating Member at that price and on those terms, then the Initiating Member shall purchase and the Responding Member shall sell the interest of the Responding Member at the price and upon the terms and conditions (including time for closing) contained in the Proposal. Notwithstanding anything herein contained to the contrary and regardless of which Member is the seller, the purchase price, together with interest at the Wall Street Journal "Prime Rate" on the date of the Proposal is delivered, shall be payable in no less than seventy-two (72) consecutive equal monthly installments of principal and interest, beginning on the date of closing and continuing on the same date in each and every month thereafter until fully paid, provided, however, that the purchaser shall have the option to prepay all or any part of the unpaid balance, together with accrued interest.

#### 4. FINANCE.

4.1 Capital Contributions. The initial Capital Contribution of each Member is set forth on Attachment A of this Agreement. No Member shall be required to contribute any additional capital to the Company or shall have any personal liability for obligations of the Company. The Members shall not be paid interest on their respective Capital Contributions. Except as otherwise provided herein, no Member shall have the right to receive any return of the Member's Capital Contribution. If a Member is entitled

to receive a return of the Member's Capital Contribution, the Company may, at its option, distribute cash, notes, property or a combination thereof to the Member in return for the Member's Capital Contribution. No Member shall be personally liable for the return or repayment of all or any portion of the contributions of any other Member; any return or repayment shall be made solely from assets of the Company.

**4.2 Capital Accounts.** A capital account ("Capital Account") shall be maintained for each Member on the books of the Company in compliance with the provisions of Regulation Section 1.704-1 (b). All provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with the Regulations.

**4.3 Distributions of Cash Flow.** For each taxable year, Cash Flow shall be distributed to the Members in proportion to their respective Percentages.

**4.4 Distributions on Dissolution.** Upon the dissolution of the Company, after (i) payment of, or adequate provision for, the debts and obligations of the Company to creditors, (ii) the allocation of Profit or Loss in accordance with Section 4.5 hereof, the remaining assets of the Company, or the proceeds of the sale or other dispositions and liquidation of the Company assets, shall be distributed to the Members in accordance with their respective Capital Account balances.

**4.5 Allocation of Profits and Losses.**

**4.5.1 Allocation of Profit.** Profit shall be allocated to the Members in accordance with their respective Percentages.

**4.5.2 Allocation of Loss.** Loss shall be allocated in the following order and priority.

**4.5.2.1** First, if one or more Member has a positive Capital Account balance, then to those Members, in proportion to their respective positive Capital Account balances, until all such positive Capital Accounts have zero balances; provided, however, that no such positive Capital Account balance shall be decreased to an amount below zero as a result of this Subsection.

**4.5.2.2** Except as provided in Section 4.5.2.3, any loss not allocated pursuant to Section 4.5.2.1, shall be allocated to the Members in proportion to their respective Percentages.

**4.5.2.3** To the extent Losses allocated to any Member would cause the Member to have an Adjusted Capital Account Deficit at the end of any taxable year, those Losses shall not be allocated to that Member but shall be allocated instead to the Members, pro rata, with respect to whom the allocation would not cause an Adjusted Capital Account Deficit.

**4.5.2.4** Notwithstanding the provisions of Section 4.5.2.1, to the extent that any Member makes an additional Capital Contribution to the Company in order to fund a Company expense corresponding to any loss, deduction or item in the nature thereof, the

loss, deduction or item in the nature thereof shall be allocated solely to the Member or Members who make the additional Capital Contribution in the same proportions as those Members make the additional Capital Contribution.

**4.5.3 Special Allocations of Items in the Nature of Income or Gain.**

Notwithstanding the allocations of Profit or Loss as set forth in Sections 4.5.1 and 4.5.2.

**4.5.3.1** If any Member unexpectedly receives any adjustment, allocation or distribution described in Regulation Section 1.704-1 (b)(2)(ii)(d)(4), (5), or (6), which causes the Member to have an Adjusted Capital Account Deficit, items of Company income and gain shall be specifically allocated to that Member in a amount sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as soon as possible. If there is a net decrease in Minimum Gain during any taxable year and if any Member has an Adjusted Capital Account Deficit as of the last day of that taxable year which exceeds the Member's share of the Minimum Gain as of that day, then all items of gross income and gain of the Company for that taxable year (and, if necessary, for subsequent taxable years) shall be allocated to those Members in the amount and in the proportions required to eliminate the excess as soon as possible. This subsection is intended to comply with, and shall be interpreted consistently with, the "minimum gain chargeback" provisions of the Regulations promulgated under Code Section 704 (b).

**4.5.3.2** No Member shall be allocated Losses or deductions if the allocation causes a Member to have an Adjusted Capital Account Deficit. If a Member receives (i) an allocation of Loss or deduction (or item thereof) or (ii) any distribution which causes the Member to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Member, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the deficit as soon as possible. This subsection is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under code Section 704(b).

**4.6 Tax Allocations.** In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the time of contribution.

**4.7 Special Definitions.** As used in this section, the following terms shall have the meaning respectively set forth after each one:

**4.7.1 "Adjusted Capital Account Deficit"** means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments: (i) the deficit shall be decreased by any amounts which the Member is obligated to restore pursuant to Regulation Section 1.704-1 (b)(2)(ii)(c) or is deemed obligated to restore pursuant to Regulation Section 1.704-2; and (ii) the deficit shall be increased by the items described

in Regulation Sections 1.704-1 (b)(2)(ii)(d)(4), (5) and (6). This definition is intended to comply with the provisions of Regulation Section 1.704-1 (b)(2)(ii)(d) and shall be interpreted consistently therewith.

4.7.2 "Member Loan Nonrecourse Deductions" means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2(i).

4.7.3 "Capital Contribution" means, with respect to any Member, the amount of money and the fair market value of any property (other than money) contributed to the Company with respect to the interest in the Company held by the Member.

4.7.4 "Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(b). Minimum Gain shall be computed separately for each Member, applying principles consistent with both the foregoing definition and the Regulations promulgated under Section 704 of the Code.

4.7.5 "Cash Flow" means, for any taxable year of the Company, the total cash collected by the Company from all sources except Capital Contributions (including, without limitation, the net amount received from any sale of all or any part of the Company's property and the net amount received from any refinancing of all or any part of the Company's property) less all operating expenses actually paid, all loan payments paid, any cash expenditures for capital improvements, and any reserves which the Members deem necessary or prudent to be set aside for future repairs, replacements and improvements and improvements or to meet working capital requirements, future liabilities and contingencies of the Company and less guaranteed payments to Members for the year.

4.7.6 "Nonrecourse Deduction" has the meaning set forth in Regulation Section 1.704-2 (b)(1). The amount of Nonrecourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2(c).

4.7.7 "Profit and Loss" means for each taxable year of the Company or other period, an amount equal to the Company's taxable income or loss for the year or period, determined in accordance with Code Section 703 (a), with the following adjustments: (i) all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703 (a) (1) shall be included in computing the Company's taxable income or loss; (ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing the Company's taxable income or loss; and (iii) any expenditures of the Company described in Code Section 705 (a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1 (b)(2)(iv)(h)(i) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss and (iv) any gain, loss or income resulting from any taxable disposition of company property shall be computed in accordance with the rules prescribed under Section 704 (c) of the Code in the event the property was contributed to the Company.

4.8     "Member" Includes Unadmitted Assignee. Solely for the purpose of this Section 4, the term "Member" shall be deemed to include the unadmitted assignee or successor of a Member.

5. MANAGEMENT. The Company shall be managed by the Members, who shall be its agents for the transaction of its business. With respect to all matters requiring a decision of the Member, the Members shall vote in proportion to their respective Percentages. Thus, a Member whose Percentage is fifty percent (50%) shall have fifty (50) votes out of a total of one hundred (100) votes. Except as otherwise specifically set forth herein, the affirmative vote of the Members holding a majority of the Percentages then held by the Members shall be required to approve all matters coming before the Members. The provisions of this Section supersede any inconsistent voting requirement which is contained in the Act.

## 6. DISSOLUTION

6.1     Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

6.1.1 by the unanimous vote of the Members; or with respect to the Company.

6.1.2 upon the entry of a decree of judicial dissolution

6.2     Liquidating Trustee. Upon the dissolution of the Company, the Members shall act as liquidating trustees and shall liquidate and reduce to cash the assets of the Company as promptly as is consistent with obtaining a fair value therefore and, unless otherwise required by the Act, shall apply and distribute the proceeds of liquidation, as well as any other Company assets, in accordance with Section 4.4.

7.     NOTICES. Any notice, demand, consent, election, offer, approval, request or other communication ("notice") required or permitted under this Agreement shall be deemed duly given if given in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder to the Company shall be given to all Members.

8.     SPECIFIC PERFORMANCE. Irreparable injury will result from a breach of any provision of this Agreement, and money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent injunctions (i) restraining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.     AMENDMENT. Neither this Agreement nor the Certificate of Organization may be amended without the unanimous consent of the Members.

10. MISCELLANEOUS. This Agreement may be executed in counterparts and as so executed shall constitute one agreement binding on all parties, notwithstanding the fact that all parties have not signed the original or the same counterpart. This Agreement contains the entire understanding of the parties., It may not be changed orally, but only by a writing signed by all of the parties. The waiver of any breach of any term hereof shall not be construed as a waiver of any subsequent breach of that term, but the same shall continue in full force and effect. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties, and their respective heirs, personal and legal representatives, successors, and assigns, subject, however, to the provisions of Section 3. The parties shall execute any further instruments and shall perform any acts which are, or may become, necessary to effectuate and carry on the Company in accordance with this Agreement. The captions used herein are for convenience of reference only, and shall not be deemed to modify or construe any of the terms or provisions hereof This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, whose courts shall have the jurisdiction and venue to enforce the terms.hereof In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

NO PARTY SHALL ELECT A TRIAL BY JURY IN CONNECTION WITH ANY MATTER ARISING IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have affixed their hands and seals as of the date first written above.

  
\_\_\_\_\_  
Liran Ben Shoshan, President

Witness

  
\_\_\_\_\_  
Shai Argaman, Member

Witness

Attachment A

LIST OF MEMBERS

| <u>Name of Member and Address</u>  | <u>Percentage</u> | <u>Initial Capital Contribution</u> |
|--|-------------------|-------------------------------------|
| Liran Ben Shoshan<br>8001 Castor Avenue, Suite 520<br>Philadelphia, PA 19152 | 50%               | \$50.00                             |
| Shai Argaman<br>2760 Pine Road<br>Huntingdon Valley, PA 19006                | 50%               | \$50.00                             |

# **EXHIBIT 13**

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ELISRA LLC : NO. 2:10-CV-01583-CDJ

-v- :

CITY OF PHILADELPHIA, et al:

**COPY**

Wednesday, January 19, 2011

Oral deposition of SHAI ARGAMAN, taken  
on behalf of the Defendant, in the Law Offices of  
Andrew Miller & Associates, 15 St. Asaph's Road,  
Bala Cynwyd, Pennsylvania, commencing at 12:00 p.m.  
before Jennifer Douglas, Court Reporter/Notary  
Public.

B&R SERVICES FOR PROFESSIONALS, INC  
235 SOUTH THIRTEENTH STREET  
PHILADELPHIA, PENNSYLVANIA 19107  
(215) 546-7400

B & R Services for Professionals, Inc.

1 APPEARANCES:

2 ANDREW L. MILLER & ASSOCIATES, PC  
3 BY: DANIEL COVAL, ESQUIRE  
4 15 St. Asaph's Street Road  
Bala Cynwyd, Pennsylvania 19004  
(610) 617-1776  
5 Counsel for Plaintiff

6 CITY OF PHILADELPHIA LAW DEPARTMENT  
7 BY: BROCK J. ATKINS, ESQUIRE  
1515 Arch Street, 14th Floor  
Philadelphia, Pennsylvania 19102  
(215) 683-5446  
8 Counsel for Defendant

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| 1  | INDEX                    |
|----|--------------------------|
| 2  | WITNESS                  |
| 3  | SHAI ARGAMAN             |
| 4  | By Mr. Atkins            |
| 5  | By Mr. Coval             |
| 6  |                          |
| 7  |                          |
| 8  |                          |
| 9  |                          |
| 10 |                          |
| 11 |                          |
| 12 | EXHIBITS                 |
| 13 | NO.                      |
| 14 | NONE MARKED AT THIS TIME |
| 15 |                          |
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SHAI ARGAMAN

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1           It is stipulated and agreed by and  
2         between counsel that the sealing, filing,  
3         and certification of the within deposition  
4         be waived; and that all objections, except  
5         as to the form of the question, be reserved  
6         until the time of the trial.

7                          - .7. - - -

8     BY MR. ATKINS:

9     Q.    Is your last name Argaman?

10    A.    Yes.

11    Q.    Mr. Argaman, my name is Brock Atkins. I'm an  
12      attorney for City of Philadelphia, the defendant in  
13      this case.

14           Have you ever been deposed before?

15    A.    I think so.

16    Q.    I am going to give you some general  
17      instructions. I think you heard your attorney give  
18      them to my clients earlier. Basically, all your  
19      responses should be verbal responses. If you don't  
20      understand the question, just let me know. I can  
21      rephrase. If you answer a question, I'm going to  
22      assume that you understood the question. So if  
23      you're guessing, tell me you're guessing. I want  
24      to know what you know and what you're guessing at.

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SHAI ARGAMAN

6

1           I'm not here to confuse you. I'm not  
2 here to mislead you. It's going to be pretty  
3 straightforward. If you don't understand the  
4 question at any time, let me know. If you need to  
5 take a break or anything like that, just let me  
6 know.

7           Could you state your name and spell it,  
8 please, for the record?

9 A.       Shai, S-H-A-I, Argaman, A-R-G-A-M-A-N.

10 Q.      Where do you currently reside?

11 A.      1267 Serota Place, Philadelphia, PA 19115.

12 Q.      How long have you lived at that address?

13 A.      Since 1991.

14 Q.      I note an accent. Where are you from?

15 A.      Israel.

16 Q.      How long have you been in this country?

17 A.      I think twenty-five years.

18 Q.      ELISRA, LLC, what's your relation to that?

19 A.      I'm a 50 percent member.

20 Q.      What is ELISRA, LLC?

21 A.      It's a real estate company.

22 Q.      Are there other members?

23 A.      Yes; one more member.

24 Q.      What is that other member's name?

SHAI ARGAMAN

7

1 A. It's Lairan, L-A-I-R-A-N, last name,  
2 B-N-S-H-A-S-O-N, I think.

3 Q. I'm not going to try to pronounce his name,  
4 but your business partner -- is he your business  
5 partner?

6 A. Yes.

7 Q. How long have you been business partners in  
8 ELISRA?

9 A. Two years.

10 Q. How long has ELISRA been in business?

11 A. Two years or so.

12 Q. Do you have other businesses?

13 A. Uh-huh.

14 Q. What other business?

15 A. Also real estate, different companies.

16 Q. How many real estate companies do you own?

17 A. In partnership and stuff?

18 Q. Any that you're related to or connected to?

19 A. I think five more.

20 Q. Do you know their names?

21 A. Sure.

22 Q. Can you give them to me?

23 A. T-E-A Group, LLC, Yadsek, Y-A-D-S-E-K, LLC,  
24 and ELISRA, Magdim, M-A-G-D-I-M, Madgim Towers,

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SHAI ARGAMAN

8

1 LLC. I think I covered everything. Yeah. That is  
2 it. Yeah.

3 Q. Which of these groups is the oldest group that  
4 you've been associated with?

5 A. I believe TEA group.

6 Q. The TEA group?

7 A. Yeah.

8 Q. How long has that business been in operation?

9 A. I believe 2003.

10 Q. How long have you been doing real estate?

11 A. Probably since 2003.

12 Q. What got you into doing real estate?

13 A. Try to make money.

14 Q. What did you do prior to 2003?

15 A. I was working -- I prior had a business with a  
16 partner who did wholesale for dollar stores.

17 Q. You did wholesale for dollar stores?

18 A. Right.

19 Q. So you were a distributor, I guess?

20 A. Yeah.

21 Q. How long were you in that business?

22 A. I think maybe two or three years. I think so.

23 Yeah.

24 Q. Have you always been entrepreneurial, have

SHAI ARGAMAN

9

1 your own businesses?

2 A. No. Before I was working with my family.  
3 They were clothing, chain of clothing stores.

4 Q. What was the name of that chain?

5 A. City Blue.

6 Q. That's Philadelphia?

7 A. Yes.

8 Q. Is that still in operation?

9 A. I'm sorry?

10 Q. Is City Blue still in operation?

11 A. Yes.

12 Q. What is your ownership in the TEA group? Are  
13 you also an owner, a president?

14 A. A hundred percent.

15 Q. What about Yadsek?

16 A. Fifty percent.

17 Q. What about Magdim?

18 A. One-third.

19 Q. What about Magdim Towers?

20 A. One-third.

21 Q. Is your partners in ELISRA also your partners  
22 in any of those other businesses?

23 A. No.

24 Q. Who are your partners in other businesses?

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SHAI ARGAMAN

10

1 A. Eli Alon, E-L-I, last name, A-L-O-N and Jack  
2 A-D-A-R-N.

3 Q. So all those, the three other businesses that  
4 you have partial control of or ownership of, those  
5 are your partners in those three businesses?

6 A. Yes.

7 Q. How long to your knowledge have they been in  
8 the real estate business?

9 A. I'm not sure. I know Eli Alon probably  
10 fifteen years or so. Jack, I'm not sure, but also  
11 long time.

12 Q. Specifically for ELISRA, how many properties  
13 does it own?

14 A. I'm not sure, but I assume about twelve.

15 Q. Currently owns twelve?

16 A. I assume.

17 Q. I believe you bought this property as a  
18 Sheriff's sale October 23, 2008; is that correct,  
19 to your recollection?

20 A. Yes.

21 Q. At that time how many properties did ELISRA  
22 own?

23 A. I'm not sure.

24 Q. How many properties does the TEA group own?

SHAI ARGAMAN

11

1 A. I think about also twelve, twelve, thirteen.

2 Q. In 2008, would that also be a correct number  
3 somewhere around ten, twelve?

4 A. Yes; probably.

5 Q. For Yadsek, how many properties in 2008 do you  
6 think it owned?

7 A. Probably 25.

8 Q. For Magdim?

9 A. Magdim just recently we're one big warehouse.

10 Q. Was Magdim opened after ELISRA?

11 A. Yes.

12 Q. What about Magdim Towers?

13 A. Magdim Towers is after Magdim, and it's one  
14 building, four units. And one partnership I  
15 forget, I have one more partnership.

16 Q. What is that?

17 A. Jess, J-E-S-S, I think it's Inc.

18 Q. What your ownership?

19 A. One-fourth.

20 Q. Who are your partners in that business?

21 A. Eli Alon, Jack Adarn and Scott Siemens.

22 Q. Jess Investment?

23 A. One property, twelve units.

24 Q. How long has that been operational?

B & R Services for Professionals, Inc.

SHAI ARGAMAN

12

1 A. Probably five, six years.

2 Q. For ELISRA, Inc. specifically, I know that you  
3 are 50 percent owner.

4 Do you have any employees?

5 A. No.

6 Q. So is it just you and your partner?

7 A. Yes.

8 Q. So what is your day-to-day operation when you  
9 have operation in ELISRA? What do you do?

10 A. Myself basically, I'm trying to find the  
11 property and then I work with my partner, make sure  
12 what we want to do with it. And from that he  
13 basically takes over. He does the rehab and does  
14 the property management.

15 Q. So it's my understanding that you just said  
16 that your job is to find the properties?

17 A. Yeah; the majority of the job. Yeah. I still  
18 thinking about the strategy of where, what to do,  
19 where to go also in the house sometimes. I say  
20 don't do this, but mostly find the property.

21 Q. This property at 5042 Homestead, who found  
22 that property?

23 A. At auction, I guess.

24 Q. So you're saying your first encounter with  
B & R Services for Professionals, Inc.

SHAI ARGAMAN

13

1 this property was at Sheriff's sale?

2 A. What we -- all the partners together, we when  
3 we sit in the auction, we probably sitting  
4 together. So most of the time, I'm not -- I cannot  
5 say all the time, but we get the publications, the  
6 properties that's going to what construction and  
7 we're going out and we try to check which makes  
8 sense, which area makes sense. We go out, try to  
9 see as many of the properties as we can. And then  
10 in the auction, we it always ask the price what the  
11 other bidder wants to do also and you have to make  
12 a decision like in a few second to see if it makes  
13 sense for us. So we bid on the property and  
14 sometimes we are successful bid, sometimes not.

15 Q. At 5042, Homestead, had you seen this property  
16 before you purchased it at auction?

17 A. Myself; no.

18 Q. Had any of your partners seen it?

19 A. I'm not sure, but it's possible. I am not  
20 sure.

21 Q. I guess it's my understanding then that this  
22 property was listed in a list that you had access  
23 to prior to the purchase of the property?

24 A. Yes.

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SHAI ARGAMAN

14

1 Q. What is that list? Who produces that list?

2 A. You can find it on the legal journal. I think  
3 it's published by the Sheriff's office.

4 Q. Do you frequently get that publication?

5 A. Yes. You have to pick it up, and also I think  
6 we are signed on the Sheriff's sale dot com has  
7 also got the information on this.

8 MR. COVAL: In terms of the  
9 stipulations, I would like to read and sign  
10 because of the accent to make sure that we  
11 get the testimony correct on the record.

12 BY MR. ATKINS:

13 Q. You also get the publication via e-mail?

14 A. There's a website you can go in and sometimes  
15 -- I'm not sure of this point -- there is certain  
16 people does the website if you sign in, you get the  
17 book like two weeks prior to the sale.

18 Q. So in any of those publications, either via  
19 e-mail or the book or the whatever you picked up  
20 from the Sheriff's office, is there a picture of  
21 the property?

22 A. Most of the time, yes, like 90-something  
23 percent. Yes.

24 Q. Did you see a picture of this property before

B & R Services for Professionals, Inc.

SHAI ARGAMAN

15

1 you purchased it?

2 A. I cannot recall. I pretty much sure yeah;  
3 because otherwise I don't think we would bid on it.

4 Q. If you recall, only if you recall, do you  
5 recall what the condition of this property was when  
6 you saw the picture of it?

7 A. I am not sure I even saw the picture, so I  
8 don't know.

9 Q. Have you purchased a property before without  
10 actually physically seeing it?

11 A. I told you before what the process is. Like  
12 most of the time, we try to see the property before  
13 the sale.

14 Now, if you are successful bidder, you  
15 have to deposit 10 percent. So after the 10  
16 percent, we are going to see the property, sure.  
17 We don't pay the balance until we see the property.  
18 Like you have 30 days to settle and then you if  
19 there is no successful bidder, you can ask for  
20 extension to give you 60.

21 So in this time you have enough time to  
22 go to evaluate the property and make a decision if  
23 you want to move forward, and you just can walk  
24 away and lose your 10 percent.

B & R Services for Professionals, Inc.

SHAI ARGAMAN

16

1 Q. That's the process?

2 A. Yes.

3 Q. Have you ever purchased a property before  
4 without actually seeing it first?

5 MR. ATKINS: You mean at the Sheriff's  
6 sale?

7 BY MR. ATKINS:

8 Q. At the Sheriff's sale.

9 MR. COVAL: Let me state -- the reason I  
10 am objecting to the form of the question is  
11 that he said purchase at the Sheriff's sale  
12 you made a bid and you pay the balance.

13 So I think the question more is whether  
14 you bid on a property that you haven't seen.

15 BY MR. ATKINS:

16 Q. Have you ever bid on a property that you  
17 haven't seen?

18 A. Yes.

19 Q. Have you ever obtained a property that you  
20 haven't seen?

21 A. No.

22 Q. So after you bid you go see the property?

23 A. Most of the time even before, but definitely  
24 after the successful bid.

SHAI ARGAMAN

17

1 Q. Did you go visit this property after you made  
2 your bid?

3 A. Yes.

4 Q. When did you first visit the property?

5 A. I don't recall. I can assume it's probably a  
6 few days before I went to settlement because what  
7 we do usually because if I go there and I like it,  
8 I am going to move forward. I am going to go and  
9 pay the balance. But it's not necessarily because  
10 I still have 30 days. Because it depends on other  
11 stuff. Sometimes it's maybe finding the issues, so  
12 it might be right after auction; it may be right at  
13 end of the two or two months that you have to pay  
14 the balances.

15 Q. So do you normally go with your partner? Did  
16 you guys both look at the property together?

17 A. It varies. Sometimes yes; sometimes no. This  
18 time I went by myself.

19 Q. You remember the time that you actually saw  
20 the property?

21 A. Yeah.

22 Q. Tell me what you saw when you saw the  
23 property.

24 A. I saw the block. I saw the area, and that the  
B & R Services for Professionals, Inc.

SHAI ARGAMAN

18

1 property was there.

2 Q. Did the property look in a stable condition to  
3 you?

4 A. Yeah. It looks like a stable condition,  
5 nothing different than the other properties that  
6 we're buying.

7 Q. Did you notice a sticker on the door?

8 A. No.

9 Q. Did you go in the property?

10 A. Yes.

11 Q. How did you enter?

12 A. I think it was pretty much open the door,  
13 wasn't wide open but I could get in, no tools or  
14 anything.

15 Q. I'm going to show you a photograph from  
16 Plaintiff's Exhibit 1. It is No. 5. Is this the  
17 door that you entered?

18 A. I'm not sure. I don't think, because they are  
19 definitely not the sign.

20 Q. So it's possible that you went in a different  
21 entrance?

22 MR. COVAL: I think -- let me object to  
23 the form of the question. The photograph  
24 shows a door, but it doesn't show where the  
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19

1           door is located. The question is do you  
2           recognize --

3           MR. ATKINS: I'm assuming that it's the  
4           door of this property, being that it is  
5           included in this packet.

6           MR. COVAL: Was this a front door, a  
7           back door?

8           THE WITNESS: I went in just the front  
9           door.

10          MR. ATKINS: It says 5042. For the  
11         purpose of my deposition, I'm going to  
12         assume that this is 5042 Homestead.

13          BY MR. ATKINS:

14          Q. So is that the front door?

15          A. I don't know. I don't know if that is the  
16         door or not.

17          Q. In looking at this picture, could you tell if  
18         that's the front door or back door?

19          A. This one seems like a front door.

20          Q. What are you basing that on?

21          A. I see the two locks, and I see the ringing  
22         bell.

23          Q. Just to be clear, because I don't know if we  
24         got the answer: You don't know if you entered this

SHAI ARGAMAN

20

1 door?

2 A. No.

3 MR. COVAL: Did you go in the front or  
4 the back door?

5 THE WITNESS: Front door.

6 BY MR. ATKINS:

7 Q. You entered through the front door?

8 A. Yes.

9 Q. So then we'll look at photograph No. 6 now.  
10 Is this the door that you entered?

11 A. Look like. Again, I'm not sure if that's the  
12 door. There was no sign. So it's probably -- it  
13 might be the door but the sign wasn't there when I  
14 went in. So the question is if that's the door,  
15 maybe; if that's the time when the picture take  
16 off, I don't think so.

17 Q. In looking at this picture, you can see that  
18 some of the windows with broken. Were the windows  
19 broken when you purchased it?

20 MR. COVAL: I object to the form. I  
21 don't think it shows that. I think it's  
22 just the way the window looks.

23 MR. ATKINS: Withdrawn.

24 BY MR. ATKINS:

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SHAI ARGAMAN

21

1 Q. Did you go out the door back door of the  
2 property also?

3 A. I don't remember. I don't recall.

4 Q. Did you go upstairs?

5 A. I'm not sure.

6 Q. How much time did you spend in the property?

7 A. Maybe ten, fifteen minutes.

8 Q. Did you take any photographs?

9 A. No.

10 Q. Did you take any notes?

11 A. No.

12 Q. Did you, outside of the property walk around  
13 the property?

14 A. Just in the front Street.

15 Q. What about the back street?

16 A. I don't remember.

17 Q. Going again to Plaintiff's Exhibit No. 1, it's  
18 the third photograph. I'm going to show you the  
19 color version of it. In this photograph, one of  
20 the inspectors that were here for their deposition  
21 noted that this wall is buckled.

22 Did you notice that when you inspected  
23 the property?

24 A. No.

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SHAI ARGAMAN

22

1 Q. What was ELISRA, LLC's intention with this  
2 property?

3 A. This one?

4 Q. Yes.

5 A. Fix it up and rent it out.

6 Q. Fix it up for, I guess, residential use?

7 A. Yes.

8 Q. What was your bid on the property?

9 A. I believe it was 22,6.

10 Q. Did you do any work on the property?

11 A. No.

12 Q. When did you actually acquire the deed for the  
13 property?

14 A. It would be on the record.

15 MR. COVAL: It speaks for itself.

16 MR. ATKINS: He can review it if he  
17 wants.

18 MR. COVAL: This deed is dated December  
19 2008.

20 BY MR. ATKINS:

21 Q. So how do you actually acquire the deed? Is  
22 there someone -- do they mail it to you? Do you  
23 print it out? Do you pick it up from someone?

24 A. Honestly, most of the time we don't even need

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SHAI ARGAMAN

23

1 the deed unless we are going to do like cash out on  
2 the property so the banks need it. But if we do,  
3 you go down in the city, I think room 114 or  
4 something like that and you pick it right up.

5 Q. Is that what happened in this case?

6 A. I don't think we ever needed a deed, so I  
7 don't think we had a chance or reason to pick it  
8 up.

9 Q. Have you ever heard of recording a deed?

10 A. Yeah.

11 Q. What does that entail to your knowledge?

12 A. That's when they record like there's a new  
13 owner or something like this.

14 Q. Who do you record that with?

15 A. When we do at the Sheriff when you go to pay  
16 the balances, you fill out a form with which you  
17 want the deed to be under and you leave it with the  
18 Sheriff and the Sheriff take care of the rest.

19 Q. The Sheriff records the deed for you?

20 A. Yes.

21 Q. Is it fair to say that when you received this  
22 deed -- I guess it's dated 12/8/08, was that the  
23 completion of the purchase of the property when you  
24 paid the balance?

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SHAI ARGAMAN

24

1 A. I think we paid before. I think we paid  
2 November 24. I'm not sure, the second receipt.

3 MR. COVAL: So you're looking at a cash  
4 receipt which is of the part of the document  
5 that we've provided?

6 THE WITNESS: That's the balance, I  
7 guess, and it says November 24.

8 BY MR. ATKINS:

9 Q. Are you familiar with your complaint that was  
10 filed in court by your attorney?

11 A. Yes.

12 Q. I'm going to show you -- we can mark it as  
13 Defendant Exhibit 1, if you want -- your complaint.  
14 I'm going to direct you to look at No. 9. First of  
15 all, are you familiar with this document?

16 A. No.

17 Q. Is this your signature?

18 A. Yes.

19 Q. By signing that, you're verifying that the  
20 facts and information set forth in the foregoing  
21 pleading are true and correct to the best of his  
22 knowledge, information, and belief and that's the  
23 verification?

24 A. (Witness indicates.)

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25

1 Q. Again, looking at averment No. 9, it says that  
2 you after purchasing the property, you secured it.

3           What does it mean that you secured the  
4 property?

5 A. I tell you what we did at the time. I went  
6 there and I saw the property and we just closed the  
7 door. There's nothing really to be secured,  
8 anything like special.

9 Q. You didn't change any locks?

10 A. No.

11 Q. You didn't put new windows in?

12 A. No.

13 Q. Did you make any improvements to the property?

14 A. No. By the law, we shouldn't do anything the  
15 until deed is recorded. So I think the deed wasn't  
16 recorded by then. The Sheriff is always warning us  
17 about this. You can't do anything to the property  
18 until the deed is recorded.

19 Q. In paragraph No. 7, you write it's written the  
20 house was structurally sound. Is it your  
21 contention that the house was structurally sound?

22 A. I'm not sure what does it mean.

23 Q. To me it means that it's in good condition.

24 A. Yeah. It wasn't like in good condition, but

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26

1 again, not different than other properties we were  
2 buying. You know, as they said also it was like  
3 fully the trash, a lot of trash, a lot of  
4 furniture. It probably needed a new kitchen, new  
5 bath, new carpeting new ceramic tile. I am not  
6 sure about the windows. I am not sure about the  
7 roof. But it's basic stuff, nothing special. It  
8 wasn't like something warning about the property  
9 because otherwise, I guess they wouldn't process it  
10 because they would let the 10 percent go and that's  
11 it.

12 Q. Do you have any training in construction or  
13 any of those trades?

14 A. No. But I have experience because in all  
15 those property I'm involved, my partners and it's  
16 not just their job. I think I can go out to the  
17 job and say if I think it's dangerous, not just  
18 dangerous but I can probably estimate how much it's  
19 going to take to put the property back together.

20 Q. I am just going to ask you about your training  
21 and educational background. What is your  
22 educational background?

23 A. I have high school and some college.

24 Q. What college was that?

SHAI ARGAMAN

27

1 A. Rowan College.

2 Q. What type of classes did you take at Rowan?

3 A. Business.

4 Q. Have you received any certifications,  
5 qualifications, diplomas, or anything like that in  
6 any type of construction or engineering?

7 A. No.

8 Q. Has your partner?

9 A. No; not to my knowledge.

10 Q. How many times did you visit the property?

11 A. Three times.

12 Q. Do you know generally the dates of those three  
13 times?

14 A. No. But I know one was, as I said, after we  
15 put the 10 percent. Then it was after we paid in  
16 full and then when I come one day, there was no  
17 property.

18 Q. When was that? When did you become aware that  
19 the property had been demolished?

20 A. It was the beginning of 2009. I am not sure  
21 the date, but it was some time in January.

22 Q. Were you with anyone when you realized the  
23 property had been demolished?

24 A. I think my partner. This is when we came to  
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28

1 see what we do, what's the plan.

2 Q. So when you realized the property was no  
3 longer standing, what was your next step? What did  
4 you do next?

5 A. Call my lawyer.

6 Q. Did you ever contact L&I?

7 A. No.

8 Q. Who does the work for you? Do you have  
9 different contractors that you employ?

10 A. Mostly my partner. That's what they do; they  
11 hire subcontractors.

12 Q. Did you receive a bill from the contractor  
13 that demolished the property?

14 A. The only thing I got was a collection notice.

15 Q. When did you get that?

16 A. I'm not sure. When I got it, I sent it to my  
17 lawyer. I have no idea.

18 Q. Did you ever contest the bill with the tax  
19 review board?

20 A. I am not sure I understand the question.

21 Q. There's a procedure in place to contest  
22 demolition bills and you go through the tax review  
23 board. I'm not quite sure who that is, but you go  
24 through this --

SHAI ARGAMAN

29

1 A. I'm not aware of anything.

2 MR. COVAL: Off the record.

3 (Whereupon a discussion was held off the  
4 record.)

5 BY MR. ATKINS:

6 Q. Have you ever had a property demolished by the  
7 city before?

8 A. Demolished?

9 Q. Yes.

10 A. No. I had two properties; one had the orange  
11 notice, so I contacted L&I and they said it was  
12 probably with the front porch. So we did redo it.  
13 And we got a notice about a property that was to be  
14 demolished, and I also contact them, we have the  
15 building permit and we just got to finish it, put  
16 it back together to save property.

17 MR. ATKINS: I have no further  
18 questions.

19 BY MR. COVAL:

20 Q. I just have a couple questions to follow up on  
21 what you said. Your business is buying properties  
22 and renovating them and renting them; is that  
23 right?

24 A. Yes; and selling.

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SHAI ARGAMAN

30

1 Q. Did you intend to sell or rent this property?

2 A. This one, to rent.

3 Q. Did you estimate what type of rent you could  
4 receive for this property?

5 A. In the neighborhood, three bedrooms in  
6 Philadelphia, probably 850 a month.

7 Q. Did you make an estimate of an idea of how  
8 much it would cost you to fix the property?

9 A. I assume when I was there about 15,000.

10 Q. Was that based on your experience in doing in  
11 with other similar properties?

12 A. Yes.

13 Q. The properties that you buy, I take it most of  
14 the them have to be renovated or fixed up before  
15 you rent them?

16 A. Most of the time.

17 Q. If this property had a problem with a wall or  
18 some other condition, would you have taken care of  
19 that?

20 A. Yeah. We did before.

21 Q. You have testified that you went out to the  
22 property after you paid after the Sheriff's sale  
23 before you paid the 10 percent; is that right?

24 A. I'm sorry.

SHAI ARGAMAN

31

1 Q. When you went out and looked at the property  
2 after you bought the property at Sheriff's sale but  
3 before you paid the balance of the property?

4 A. Yes.

5 Q. You paid the balance on November 24?

6 A. According to the city; yeah.

7 Q. When you went out, you looked inside of it; is  
8 that right?

9 A. Yes.

10 Q. You shut the door and left?

11 A. Yes.

12 Q. Then you came back at another time after you  
13 paid all of the money to look at the property to  
14 try to get a better idea of what needed to be done;  
15 is that correct?

16 A. Yes.

17 Q. The property had not been demolished at that  
18 time; is that right?

19 A. Right. That's when I saw the people.

20 Q. What did you see?

21 A. The second time when I come to the property, I  
22 saw people cleaning the property. There was a  
23 Dumpster outside and they were cleaning the  
24 property and I tried to communicate with them but I

SHAI ARGAMAN

32

1 think they were all Mexican. So I asked them what  
2 they were doing and I couldn't get an answer so I  
3 told them to give me a phone number for their boss.  
4 They didn't want to give it to me, so I left my  
5 phone number and asked them to call me.

6 Q. When you went out to the property at either of  
7 those times, did you see notice on the door?

8 A. Not anything to do with danger or demolish or  
9 anything of that nature.

10 Q. You testified that there were two other  
11 instances where you say you either saw a notice or  
12 received a notice from L&I?

13 A. Right.

14 Q. And in each of those cases, you addressed  
15 that?

16 A. Yes.

17 MR. COVAL: That's all I have.

18 - - - -

19 (Witness excused.)

20 (Deposition concluded at 12:35 p.m.)

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1

CERTIFICATION

2

3           I, JENNIFER DOUGLAS, Court Reporter,  
4 Notary Public, hereby certify that the foregoing  
5 transcript is a true and accurate transcript of the  
6 deposition of SHAI ARGAMAN, who was first sworn by  
7 me at the time, place and on the date herein before  
8 set forth. I further certify that I am neither  
9 attorney nor counsel for, not related to or  
10 employed by any of the parties to the action in  
11 which this deposition was taken, nor am I  
12 financially interested in the outcome of this  
13 action.

14

15

16

JENNIFER DOUGLAS  
Court Reporter/Notary Public

17

18           The foregoing certification of this  
19 transcript does not apply to any reproduction of  
20 the same by any means unless under the direct  
21 control and/or direction of the certifying  
22 shorthand reporter.

23

24

# **EXHIBIT 14**

eRecorded in Philadelphia PA Doc Id: 52847171  
11/05/2014 10:49AM Receipt#: 1422175  
Page 1 of 18 Rec Fee: \$222.00  
Commissioner of Records Doc Code: M  
State RTT: Local RTT:

**Parcel Identification**  
Number:  
**88-1-1491-20**

**RECORDATION**

**REQUESTED BY:**  
Meridian Bank  
9 Old Lincoln  
Highway  
Malvern, PA 19355

**WHEN RECORDED MAIL**

**TO:**  
Meridian Bank  
9 Old Lincoln  
Highway  
Malvern, PA 19355

*U.8563*  
Record and Return to  
City Line Abstract Co.  
15 St. Asaphs Rd.  
Bala Cynwyd, PA 19004

**FOR RECORDER'S USE ONLY**

**OPEN - END CONSTRUCTION MORTGAGE AND SECURITY AGREEMENT**

*(This instrument is an open-end mortgage and secures future advances pursuant to 42 Pa. C.S. §§ 8143 and 8144, Act No. 126 of 1990)*

**MAXIMUM LIEN.** This Mortgage shall secure unpaid loan advances made after this Mortgage is recorded. The unpaid principal balance of advances exclusive of interest and other extensions of credit secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$472,500.00.

Amount Secured Hereby: \$472,500.00

**THIS MORTGAGE** dated November 3, 2014, is made and executed between ELISRA, LLC, whose address is 8001 Castor Ave, Suite 520, Philadelphia, PA 19152-0000 (referred to below as "Grantor") and Meridian Bank, whose address is 9 Old Lincoln Highway, Malvern, PA 19355 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil,

**MORTGAGE  
(Continued)**

Page 2

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gas, geothermal and similar matters, (the "Real Property") located in Philadelphia County, Commonwealth of Pennsylvania:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1807 Widener Place, Philadelphia, PA 19141. The Real Property parcel identification number is 88-1-1491-20.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$472,500.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HEREWITHE. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**CONSTRUCTION MORTGAGE.** This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the Commonwealth of Pennsylvania.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly

**MORTGAGE  
(Continued)**

Page 3

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perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to Indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to Indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon

**MORTGAGE  
(Continued)**

Page 4

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the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**CONSTRUCTION LOAN.** If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied

**MORTGAGE**  
**(Continued)**

Page 5

against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of

**MORTGAGE  
(Continued)**

**Page 6**

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Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The

**MORTGAGE  
(Continued)**

**Page 7**

Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The

**MORTGAGE  
(Continued)**

Page 8

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following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS.** The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

**MORTGAGE  
(Continued)**

**Page 9**

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Additional Authorizations.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**MORTGAGE  
(Continued)**

Page 10

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option, after giving such notices

**MORTGAGE**  
**(Continued)**

Page 11

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as required by applicable law, to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the earnings, revenues, Rents, issues, profits and income from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness as a strict right. This right shall be without regard to, and without the necessity of proving (i) the inadequacy of the security for the repayment of the Grantor's Indebtedness; (ii) the insolvency of Grantor or any other person or entity who may be legally or equitably liable to pay money secured hereby and Grantor and each such person or entity shall be deemed to have waived such proof and to have consented to the appointment of a receiver; or (iii) the filing of a notice of default; and the Grantor consents to such appointment. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by the Lender shall not disqualify a person from serving as receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property. For the purposes of any suit brought under this subsection, Grantor waives the defenses of laches and any applicable statute of limitations.

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in

**MORTGAGE  
(Continued)**

Page 12

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all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic

**MORTGAGE**  
**(Continued)**

**Page 13**

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stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage and notices pursuant to 42 Pa. C.S.A. Section 8143, et. seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**ADVANCE MONEY MORTGAGE.** (A) This Mortgage secures future advances made pursuant to the Note or Related Documents. Without limiting the foregoing, this Mortgage secures all advances made by Lender or Banks of any kind or nature described in 42 Pa. C.S.A. § 8144. (B) If Grantor sends a written notice to Lender which purports to limit the indebtedness secured by this Mortgage and to release the obligation of Lender to make any additional advances to or for the benefit of Grantor, such a notice shall be ineffective as to any future advances made: (1) to enable completion of the improvements on the Real Property for which the loan secured hereby was originally made; (2) to pay taxes, assessments, maintenance charges and insurance premiums; (3) for costs incurred for the protection of the Property or the lien of this Mortgage; (4) on account of expenses incurred by Lender by reason of a default of Grantor hereunder or under the Related Documents or under the Note; and (5) on account of any other costs incurred by Lender to protect and preserve the Property or the lien of this Mortgage. It is the intention of the parties hereto that any such advance made by Lender after any such notice by Grantor shall be secured by the lien of this Mortgage on the Property.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only

**MORTGAGE  
(Continued)**

Page 14

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and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the Commonwealth of Pennsylvania.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means ELISRA, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**MORTGAGE  
(Continued)**

**Page 15**

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**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means ELISRA, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means Meridian Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated November 3, 2014, in the original principal amount of \$472,500.00 from Grantor to Lender, together with all renewals

**MORTGAGE  
(Continued)**

**Page 16**

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of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

**ELISRA, LLC**

By: \_\_\_\_\_  (Seal)  
Shai Argaman

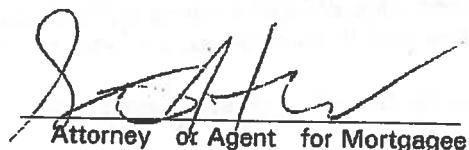
By: \_\_\_\_\_  (Seal)  
Liran Ben-Shoshan

MORTGAGE  
(Continued)

Page 17

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Meridian Bank, herein is as follows:  
**9 Old Lincoln Highway, Malvern, PA 19355**

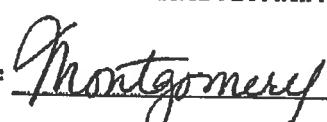


Shai Argaman  
Attorney or Agent for Mortgagee

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF



Karen M. Mayeros

)  
) SS  
)

On this, the 3rd day of November, 20 14, before me Karen M. Mayeros, the undersigned Notary Public, personally appeared Shai Argaman, Member of ELISRA, LLC and Liran Ben-Shoshan, Member of ELISRA, LLC, who acknowledged themselves to be the Member of ELISRA, LLC and Member of ELISRA, LLC and Member of ELISRA, LLC and Member of ELISRA, LLC, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as Members of ELISRA, LLC and Members of ELISRA, LLC.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Karen M. Mayeros, Notary Public  
Lower Merion Twp, Montgomery County  
My commission expires November 18, 2016



Karen M. Mayeros  
Notary Public in and for the State of \_\_\_\_\_

**Schedule C  
Description and Recital**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE on the Northerly side of Widener Place at the distance of 476 feet 10-1/8 inches Eastwardly from the Easterly side of 19th Street, in the 17th Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Northerly side of Widener Place 43 feet 6 inches and extending of that width in length or depth Northwardly between parallel lines at right angles to the said Widener Place the Westerly line thereof along the Easterly side of a certain 16 feet wide driveway which extends Northwardly and Southwardly from Champlost Avenue to the said Widener Place 93 feet 10-1/8 inches.

Being known as No. 1807 West Widener Place.

Being the same premises which Katrena Harris and Thomas C. Carter, III by Deed dated 7/11/2013 and recorded 7/12/2013 in Philadelphia County as Document No. 527666612 conveyed unto Elisra, LLC, in fee.

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The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of  
the date of use. All other uses are prohibited. Reprinted under license from the American Land  
Title Association.**

ALTA Commitment (6-17-06)



# **EXHIBIT 15**

eRecorded in Philadelphia PA Doc Id: 52847172  
11/05/2014 10:49AM Receipt #: 1422175  
Page 1 of 11 Rec Fee: \$109.50  
Commissioner of Records Doc Code: DM  
State RTT: Local RTT:

**Parcel Identification**

Number:  
88-1-1491-20

**RECORDATION**

**REQUESTED BY:**  
Meridian Bank  
9 Old Lincoln  
Highway  
Malvern, PA 19355

**WHEN RECORDED MAIL**

**TO:**  
Meridian Bank  
9 Old Lincoln  
Highway  
Malvern, PA 19355

U 8563  
Record and Return to  
City Line Abstract Co.  
15 St. Asaphs Rd.  
Bala Cynwyd, PA 19004

**FOR RECORDER'S USE ONLY**

**ASSIGNMENT OF RENTS**

**THIS ASSIGNMENT OF RENTS** dated November 3, 2014, is made and executed between ELISRA, LLC, whose address is 8001 Castor Ave, Suite 520, Philadelphia, PA 19152-0000 (referred to below as "Grantor") and Meridian Bank, whose address is 9 Old Lincoln Highway, Malvern, PA 19355 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Philadelphia County, Commonwealth of Pennsylvania:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 1807 Widener Place, Philadelphia, PA 19141. The Real Property parcel identification number is 88-1-1491-20.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become

**ASSIGNMENT OF RENTS  
(Continued)**

Page 2

otherwise unenforceable.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the

**ASSIGNMENT OF RENTS**  
**(Continued)**

Page 3

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laws of the Commonwealth of Pennsylvania and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts.

**ASSIGNMENT OF RENTS**  
**(Continued)**

Page 4

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Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**ASSIGNMENT OF RENTS**  
**(Continued)**

Page 5

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of

**ASSIGNMENT OF RENTS**  
**(Continued)**

Page 6

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any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the Commonwealth of Pennsylvania.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to

**ASSIGNMENT OF RENTS**  
**(Continued)**

Page 7

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interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Unless otherwise provided by applicable law, any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Exercise of Authorization and Powers.** The various authorizations and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender. It is understood and agreed that any exercise of this authorization by Lender shall be on behalf of Lender and not on behalf of Grantor. Lender is not an agent or fiduciary of Grantor. However, in exercising the authorization granted hereby, Lender shall exercise reasonable caution and prudence and Lender shall keep full and accurate record of all actions, receipts and disbursements.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successor Interests.** The terms of this Assignment shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**ASSIGNMENT OF RENTS  
(Continued)**

Page 8

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**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means ELISRA, LLC.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means ELISRA, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means Meridian Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated November 3, 2014, in the original principal amount of \$472,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**ASSIGNMENT OF RENTS**  
**(Continued)**

**Page 9**

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

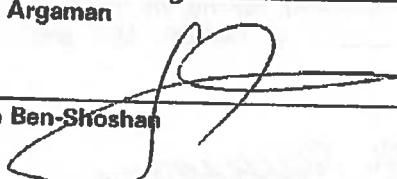
**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON NOVEMBER 3, 2014.**

**THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

**ELISRA, LLC**

By: \_\_\_\_\_  (Seal)  
Shai Argaman

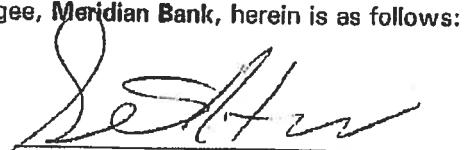
By: \_\_\_\_\_  (Seal)  
Liran Ben-Shoshan

ASSIGNMENT OF RENTS  
(Continued)

Page 10

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Meridian Bank, herein is as follows:  
9 Old Lincoln Highway, Malvern, PA 19355

  
Attorney or Agent for Mortgagee

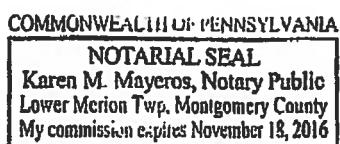
CORPORATE ACKNOWLEDGMENT

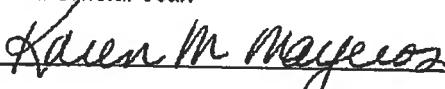
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

  
On this, the 3<sup>rd</sup> day of November, 20 14, before  
me Karen M. Mayeros, the undersigned Notary Public, personally appeared Shai  
Argaman, Member of ELISRA, LLC and Liran Ben-Shoshan,  
Member of ELISRA, LLC, who acknowledged themselves to be the  
Member of ELISRA, LLC and Member of ELISRA, LLC and Member of  
ELISRA, LLC, of a corporation, and that they as such Member of  
ELISRA, LLC and Member of ELISRA, LLC, being authorized to do so,  
executed the foregoing instrument for the purposes therein contained by signing the name of  
the corporation by themselves as Members of ELISRA, LLC and  
Members of ELISRA, LLC.

In witness whereof, I hereunto set my hand and official seal.



  
Notary Public in and for the State of \_\_\_\_\_

**Schedule C  
Description and Recital**

**ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.**

**SITUATE on the Northerly side of Widener Place at the distance of 476 feet 10-1/8 inches Eastwardly from the Easterly side of 19th Street, in the 17th Ward of the City of Philadelphia.**

**CONTAINING in front or breadth on the said Northerly side of Widener Place 43 feet 6 inches and extending of that width in length or depth Northwardly between parallel lines at right angles to the said Widener Place the Westerly line thereof along the Easterly side of a certain 16 feet wide driveway which extends Northwardly and Southwardly from Champlost Avenue to the said Widener Place 93 feet 10-1/8 inches.**

**Being known as No. 1807 West Widener Place.**

**Being the same premises which Katrena Harris and Thomas C. Carter, III by Deed dated 7/11/2013 and recorded 7/12/2013 in Philadelphia County as Document No. 527666612 conveyed unto Elisra, LLC, in fee.**

# **EXHIBIT 16**

**BOARD OF ETHICS  
OF THE CITY OF PHILADELPHIA**

**J. Shane Creamer, Jr.** :  
**Executive Director** :  
**Board of Ethics** :  
**of the City of Philadelphia** :  
1515 Arch Street, 18<sup>th</sup> Floor :  
Philadelphia, PA 19102 :  
Matter No.: 1510ET17

v.

**Date Served:** November 12, 2015

**Leron Ben a.k.a. Leron Shoshana** :  
7838 Montgomery Avenue :  
Elkins Park, PA 19027 :  
Respondent :

**NOTICE OF ADMINISTRATIVE ENFORCEMENT PROCEEDING**

By serving this Notice on you, the Executive Director of the Philadelphia Board of Ethics initiates an administrative enforcement proceeding against you. The Executive Director is asking the Board to find that you have violated the gift restrictions of Philadelphia's Ethics Code (Code § 20-604(2)).

**If you wish to submit a written Response to this Notice, you must do so within 20 days of the date of the Notice. You have the right to request a hearing before the Board. If you wish to request a hearing, you must include the request in your written Response to the Notice. If you fail to request a hearing in a written Response to this Notice, you will waive your right to a hearing.**

Board Regulation No. 2 and the Memorandum on Procedures for Administrative Enforcement Proceedings set forth the rules and procedures for administrative enforcement proceedings before the Board. A copy of each is enclosed.

As set forth in Regulation No. 2, administrative enforcement proceedings are confidential, unless you request a public hearing in your Response to this Notice. *See* Board Regulation 2, ¶2.15.

If you have any questions regarding the procedures for administrative enforcement proceedings before the Board, you should contact the Board's General Counsel, Maya Nayak, at 215-686-9450 or [maya.nayak@phila.gov](mailto:maya.nayak@phila.gov).

## I. RELEVANT LAW

Subsection 20-604(2) of the Philadelphia Code prohibits any person<sup>1</sup> from offering, making, or rendering any gifts of money<sup>2</sup> to any City officer or employee if that person is seeking official action from him or her *or* if the City officer or employee is able to substantially affect through official action a financial interest a person has at the time, or in close proximity of the time, the money is received.

Philadelphia Code Subsection 20-601(9) defines "financial interest" as an interest involving money or its equivalent or an interest involving any right, power or privilege that has economic value. Philadelphia Code Subsection 20-601(17) defines "official action" as an act or omission taken by an officer or employee in his or her official capacity that requires discretion and is not ministerial in nature.

---

<sup>1</sup> A person is a business, individual, corporation, non-profit, union, association, firm partnership, committee, political committee, club, or other organization or group of persons. *See* Philadelphia Code Section 20-601(20).

<sup>2</sup> Money is cash, checks, money orders, or the equivalent, including pre-paid debit or gift or credit cards. *See* Philadelphia Code Section 20-601(16).

Philadelphia Code Subsection 20-601(18) defines “officer or employee” as:

Any person who is elected or appointed to a position in any branch of the government of the City and/or County of Philadelphia or to any elected or appointed position which serves the City and/or County of Philadelphia, including, but not limited to, members of agencies, authorities, boards and commissions, however elected or appointed; persons serving full-time or intermittently; persons serving with or without compensation.

A violation of Subsection 20-604(2) of the Philadelphia Code is subject to a civil penalty of \$1,000, which may be increased to \$2,000 if an aggravating factor is present or decreased to as low as \$250 if mitigating factors are present. *See* Code §§ 20-612(1); 20-1302. Pursuant to Philadelphia Code Subsection 20-1302(1)(b)(i), acting knowingly is an aggravating factor.

## **II. PARTIES**

1. J. Shane Creamer, Jr. is the Executive Director of the Board of Ethics.
2. Leron Ben is a resident of Elkins Park, PA. Respondent Leron Ben is also known as Leron Shoshana. Respondent Leron Ben owns real estate and conducts business in the City of Philadelphia.

## **III. FACTUAL ALLEGATIONS**

3. On May 21, 2015, Respondent Leron Ben appeared at a hearing at the City of Philadelphia Office of Administrative Review (“OAR”) to appeal three tickets the City’s Department of Licenses & Inspections had issued for code violations at properties he owns. *See* Exhibit A (Affidavit of Stephen St. Vincent); Exhibit B (Copy of May 21, 2015 OAR code violation hearing sign-in log).
4. Respondent Ben’s properties in question are located at 5001 Oxford Avenue and 1807 Widener Place. *See* Exhibit A; Exhibit C (Code violation tickets).

5. The aggregate monetary fine Respondent Ben was potentially subject to for the violations was \$350. *See id.*
6. Stephen St. Vincent was the Office of Administrative Review Hearing Master who heard Respondent Ben's appeal of the tickets. *See Exhibit A.*
7. The Office of Administrative Review is a subdivision of the City of Philadelphia Department of Finance.
8. At the conclusion of the hearing, Mr. St. Vincent found that Respondent Ben had presented sufficient evidence to warrant dismissal of all of the tickets. *See id.*
9. After Mr. St. Vincent made his ruling, Respondent Ben thanked him, approached him, and offered to shake his hand. *See id.*
10. In the course of shaking Mr. St. Vincent's hand, Respondent Ben passed him a wad of cash bills, including at least one ten dollar bill on the outside. *See id.*
11. Mr. St. Vincent immediately dropped the money Respondent Ben was trying to hand him and told Respondent Ben that he could not accept it. *See id.*
12. Respondent Ben took the money back and said that he just wanted to thank Mr. St. Vincent. He added that the money was to buy Mr. St. Vincent lunch. *See id.*
13. Mr. St. Vincent again told Respondent Ben that he could not accept the money and told him to take the money and leave the hearing room. *See id.*
14. Respondent Ben took the money and left the room without further comment or incident. *See id.*
15. Immediately following his encounter with Respondent Ben, Mr. St. Vincent informed his supervisor, Paula Weiss, the Director of the Office of Administrative Review, that Respondent Ben had attempted to give him a wad of cash bills. *See id.*

16. Ms. Weiss told Mr. St. Vincent to write a memorandum recounting Respondent Ben's attempt to give him a wad of cash bills. Mr. St. Vincent wrote the memorandum and provided it to Ms. Weiss on May 21, 2015. *See Exhibit D* (May 21, 2015 Memorandum from Stephen St. Vincent to Paula Weiss).
17. Mr. St. Vincent was employed as a part-time Hearing Master for the Office of Administrative Review and held this position from March 2015 through June 2015. *See Exhibit A.*
18. The Office of Administrative Review hired Mr. St. Vincent through a professional services miscellaneous purchase order between the OAR and himself as a sole proprietor. He was paid \$35 per hour. *See Exhibit E* (Copy of Mr. St. Vincent's proposal and the . miscellaneous purchase order).
19. As part of his job duties for the Office of Administrative Review, Mr. St. Vincent heard and ruled on appeals of tickets issued by City agencies for violations of the City Code. *See Exhibit A.*
20. As a Hearing Master, Mr. St. Vincent regularly took acts or made omissions that required discretion and were not ministerial in nature. *See id.*
21. While working for Office of Administrative Review, Mr. St. Vincent was a City officer or employee as defined by Philadelphia Code Subsection 20-601(18).

**IV. ALLEGED VIOLATION OF PHILADELPHIA'S  
GIFT LAW**

**COUNT 1 -VIOLATION OF PHILADELPHIA CODE SECTION 20-604(2)**

**RESPONDENT LERON BEN**

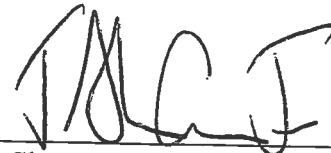
22. As alleged in paragraphs 1 – 21, Respondent Leron Ben violated Philadelphia Code §20-604(2) by offering a gift of money to Mr. St. Vincent shortly after he had sought official action from him. Respondent Ben had a financial interest that Mr. St. Vincent was able to substantially affect through official action in close proximity to the time Respondent Ben provided the money to Mr. St. Vincent.

23. Respondent Ben acted knowingly, that is voluntarily and intentionally, and not because of mistake or accident when he offered the money to Mr. St. Vincent. The fact that Respondent Ben acted knowingly constitutes an aggravating factor under Philadelphia Code Section 20-1302(1)(b)(i).

WHEREFORE the Executive Director seeks a maximum civil penalty of \$2,000 for this alleged violation of Code §20-604(2).

Date: November 12, 2015

Respectfully submitted,



J. Shane Creamer, Jr., Esq.  
Executive Director

Michael J. Cooke, Esq.  
Director of Enforcement

Jordan E. Segall, Esq.  
Staff Attorney

City of Philadelphia Board of Ethics  
1515 Arch Street, 18<sup>th</sup> Floor  
Philadelphia, PA 19102  
Phone: (215) 686-9450  
Fax: (215) 686-9453

**BOARD OF ETHICS  
OF THE CITY OF PHILADELPHIA**

**J. Shane Creamer, Jr.**  
**Executive Director**  
**Board of Ethics**  
**of the City of Philadelphia**  
1515 Arch Street, 18<sup>th</sup> Floor  
Philadelphia, PA 19102

**Matter No.: 1510ET17**

**Date Served:** November 12, 2015

v.

**Leron Ben**  
7838 Montgomery Avenue  
Elkins Park, PA 19027

Respondent

**EXHIBITS IN SUPPORT OF NOTICE OF ADMINISTRATIVE ENFORCEMENT  
PROCEEDING**

- Exhibit A      Affidavit of Stephen St. Vincent
- Exhibit B      OAR Code Violation Hearing Sign-In Log: May 21, 2015
- Exhibit C      Code Violation Tickets for 5001 Oxford Avenue and 1807 Widener Place
- Exhibit D      Memorandum from Stephen St. Vincent to Paula Weiss: May 21, 2015
- Exhibit E      Stephen St. Vincent Proposal to OAR and Miscellaneous Purchase Order with OAR

# **EXHIBIT A**

*Exhibit*

# **EXHIBIT B**



# CODE VIOLATION HEARINGS

## PLEASE SIGN-IN BELOW



(TRASH, RECYCLING, SNOW REMOVAL,  
RECYCLING, EXCESS FALSE ALARMS, ETC...)

DATE: 5/21/15

SESSION: AM

*Print Name or Business Name*

*Representative Name  
(If Applicable)*

1. 8400 Bustleton LP

Jessica Moore

2. ISAIAH FLEMING JR

3. Lea Augustin

4. Rick Shehata

5. Libra Bryant

6. Loren Ben

7. Tan Gamma

8. SFDS GAS 380

9. Vanessa Aponte

10. Jafar Fares

11. \_\_\_\_\_

12. \_\_\_\_\_

13. \_\_\_\_\_

14. \_\_\_\_\_

15. \_\_\_\_\_

16. \_\_\_\_\_

17. \_\_\_\_\_

18. \_\_\_\_\_

19. \_\_\_\_\_

20. \_\_\_\_\_

Pg. 2  
→

(OVE)

*cont.*

# **EXHIBIT C**

City of Philadelphia  
Code Violation Notice

|   |                                |
|---|--------------------------------|
| 22864   | D74                            |
| Violation Date<br>3/2/2014 0 03:56 AM                       |                                |
| Violator Name<br><b>MD INVESTMENT GROUP INC</b>             |                                |
| Address of Violat   |                                |
| 12001 OXFORD AVE  |                                |
| Violat City, State, Zip<br><b>PHILADELPHIA PA19124-2652</b> |                                |
| Violator Address<br><b>5001 OXFORD AVE</b>                  | Violator District<br><b>15</b> |
| Violator Phone<br><b>639703</b>                             |                                |
| Owner<br><b>MD INVESTMENT GROUP INC</b>                     |                                |
| Owner Address<br><b>9537 GUSTLETON AVE</b>                  |                                |
| Owner City, State, Zip<br><b>PHILADELPHIA, PA 19115</b>     |                                |

**YOU ARE HEREBY NOTIFIED THAT YOU VIOLATED THE FOLLOWING SECTION OF THE PHILADELPHIA CODE:**

If payment is not received within 10 calendar days, a \$25.00 additional payment is due.

**Violated Code and Description:**  
**10722A1 - DUMPSTER LID NOT CLOSED**  
**Fine Amount: \$150.00**

Dumpster should not be filled beyond capacity.  
to ensure closure of lid.

Officer B Chavis

**ADMISSION AND WAIVER**

I do hereby admit to said offence as charged  
**WAIVE** my right to a hearing and agree to pay the charge prescribed for my offence.

Signature \_\_\_\_\_

Address \_\_\_\_\_

**HEARING REQUEST INSTRUCTIONS**

If you wish to contest the code violation, please check the hearing request box below and mail to:

Mail hearing request and payment to:  
**The Department of Finance  
P.O Box 55318  
Philadelphia, PA 19130-5318**

NOTE: Hearings are held at  
The Office of Administrative Review

For Telephone Inquiries Call  
(215) 507-2605



35/22864

City of Philadelphia  
Code Violation Notice

|  |  |
|--|--|
| Violation Number<br><b>22875</b>   | Date<br><b>3/13/2014 9:05:21 AM</b>    |
| Violation Name<br><b>MD INVESTMENT GROUP INC</b>                               |  |
| Address Line 1<br><b>9001 OXFORD AVE</b>                                       |  |
| Address Line 2<br>Owner City, State, Zip<br><b>PHILADELPHIA, PA 19124-3552</b> |  |
| Violation Address<br><b>9001 OXFORD AVE</b>                                    | Violation Latitude<br><b>40.7152</b>   |
| Violation Address<br><b>9537 BUSTLETON AVE</b>                                 | Violation Longitude<br><b>-75.1522</b> |
| Owner Name, City, State, Zip<br><b>PHILADELPHIA, PA 19115</b>                  |  |

YOU ARE HEREBY NOTIFIED THAT YOU VIOLATED THE FOLLOWING SECTION OF THE PHILADELPHIA CODE

If payment is not received within 10 calendar days, a \$25.00 additional payment is due

**Violation Code and Description:**  
**107224E3 - DUMPSTER OVERFLOWING**  
**Fine Amount: \$150.00**

|                   |
|-------------------|
| Overflowing       |
| Officer: B Chavis |
|                   |

**ADMISSION AND WAIVER**

I do hereby admit to said offense as charged  
WAIVE my right to a hearing and agree to pay the charge prescribed for my offense

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

**HEARING REQUEST INSTRUCTIONS**

If you wish to contest the code violation, please check the hearing request box below and mail to:

Mail hearing request and payments to:  
The Department of Finance  
P O Box 56318  
Philadelphia, PA 19130-6318

NOTE: Hearings are held at  
The Office of Administrative Review

For Telephone Inquiries Call  
(215) 577-2605



35722875

City of Philadelphia  
Code Violation Notice

|  |                                     |
|--|-------------------------------------|
| Case Number<br><b>695103</b>                             | Date<br><b>3/2/2015 11:52:48 AM</b> |
| Business Name<br><b>EUSRA LLC</b>                        |                                     |
| Address as listed<br><b>6001 CASTOR AVE #520</b>         |                                     |
| Mailing City, State, Zip<br><b>PHILADELPHIA PA 19152</b> |                                     |
| Violation Address<br><b>1807 WADNER PL</b>               | Violation Date<br><b>35</b>         |
| License Number   |                                     |
| Owner<br><b>EUSRA LLC</b>                                |                                     |
| Fancy Address<br><b>6001 CASTOR AVE #520</b>             |                                     |
| Owner City, State, Zip<br><b>PHILADELPHIA, PA 19152</b>  |                                     |

**YOU ARE HEREBY NOTIFIED THAT YOU VIOLATED THE FOLLOWING SECTION OF THE PHILADELPHIA CODE**

If payment is not received within 10 calendar days, a \$25.00 additional payment is due.

**Violation Code and Description:**  
107141 - Premises not litter free  
**Fine Amount:** \$50.00

Maintain premises free of litter and debris.

Officer R Johnson

A violation of City Code has occurred at this location. Identity information was not recovered from the refuse material.

**ADMISSION AND WAIVER**

I do hereby admit to said offense as charged  
WAIVE my right to a hearing and agree to pay the charge prescribed for my offense.

Signature \_\_\_\_\_  
Address \_\_\_\_\_

**HEARING REQUEST INSTRUCTIONS**

If you wish to contest the Code violation, please check the hearing request box below and mail to:

Mail hearing request and payment to:  
The Department of Finance  
P.O. Box 56318  
Philadelphia, PA 19130-5318

NOTE: Hearings are held at  
The Office of Administrative Review

For Telephone Inquiries Call:  
(215) 557-2605



41695183

# **EXHIBIT D**

MEMO

To: Paula Weiss, Esq.

From: Stephen St.Vincent, Esq.

Date: 5/2/15<sup>21</sup>

Re: Attempted bribery during OAR hearings

This morning, I was sitting as a hearing master for code violation cases. One hearing was for property owner Leron Ben (he signed in as "Leron Ben" and gave his name to me as "Leron Shoshana"). The properties in question were 5001 Oxford Ave (CVN # 35722864 and 35722875) and 1807 Widener Pl (CVN # 41695183). Mr. Ben presented sufficient evidence for me to dismiss all 3 tickets (for CVN # 35722875 I found that the problem had been addressed).

At the conclusion of the hearing, Mr. Ben offered to shake my hand. When I did so, I felt that he was trying to hand me something. I looked at it and realized that it was money. I am not sure exactly how much; it was multiple bills, with a \$10 bill on the outside. I immediately dropped the money onto his case folder and told him that I could not take the money. He stated that he wanted to thank me and that it was just to buy me lunch. I again stated that I could not take the money. I told him to take it with him and to leave the hearing room, which he did. I immediately reported this incident to my supervisor, Paula Weiss. To my knowledge, Mr. Ben left the building without further incident.

  
Stephen St.Vincent, Esq.

# **EXHIBIT E**

Proposal for Consulting Services to be Provided to the  
Office of Administrative Review

- I. Services as a Master to be provided to the Office of Administrative Review for the term March 11, 2015 through June 30, 2015.
  - a. Presiding over Tax Review Board Master hearings and rendering written decisions to the Tax Review Board with regard to findings on each matter heard: holding Photo Enforced Red Light Violation and Code Violation hearings;
  - b. Performing such other tasks as may be, from time to time, required by the Officer of Administrative Review.
- II. Compensation for the above services shall be payable at the rate of \$35.00 per hour of work performed.
  - a. Such compensation shall be payable upon receipt and approval of invoices submitted to the Executive Director of the Office of Administrative Review or her designee. All bills or vouchers shall be in the form and content as required by the Executive Director

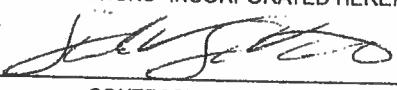
  
Stephen St. Vincent

3-12-15  
Date

100 N. 22<sup>nd</sup> ST. #138  
Philadelphia, PA 19103

CITY OF PHILADELPHIA - OFFICE OF THE DIRECTOR OF FINANCE - ACCOUNTING BUREAU

**MISCELLANEOUS ORDER**

|                    |  |  |  |  |
|--------------------|--|--|--|--|
|                    |  |  | FINANCE OFFICE USE ONLY  |  |
|                    |  |  | DOCUMENT # <u>MPXX15000323</u>   |  |
|                    |  |  | BATCH # _____  |  |
|                    |  |  | BATCH DATE _____   |  |
|                    |  |  | CODED BY _____   |  |
|                    |  |  | FUNDING SOURCE (IF ANOTHER DOCUMENT)   |  |
|                    |  |  | ORDER TERMINATION DATE<br><u>6/30/2015</u>   |  |
|                    |  |  | CIVIL SERVICE ITEM NO. <u>1016</u>   |  |
|                    |  |  | ITEM NO. DESCRIPTION<br><u>1016 - Review and Survey Services</u>   |  |
|                    |  |  | THIS ORDER IS SUBJECT TO THE ATTACHED "MISCELLANEOUS ORDER TERMS AND CONDITIONS" INCORPORATED HEREIN AND MADE A PART HEREOF. |  |
|                    |  |  | <br>CONTRACTOR'S SIGNATURE                 |  |
| <u>DESCRIPTION</u> |  |  |  |  |
| Hearing Master.    |  |  |  |  |

|                |            |  |  |  |  |  |  |
|----------------|------------|--|--|--|--|--|--|
| SUFFIX         | 01         |  |  |  |  |  |  |
| FUND           | 010        |  |  |  |  |  |  |
| DEPARTMENT     | 35         |  |  |  |  |  |  |
| DIVISION       | 06         |  |  |  |  |  |  |
| RC/OUTPUT      | 01/        |  |  |  |  |  |  |
| INDEX CODE     | 350076     |  |  |  |  |  |  |
| CLASS CODE     | 0250       |  |  |  |  |  |  |
| USER CODE      |            |  |  |  |  |  |  |
| GRANT          |            |  |  |  |  |  |  |
| GRANT DETAIL   |            |  |  |  |  |  |  |
| PROJECT        | FND010     |  |  |  |  |  |  |
| PROJECT DETAIL |            |  |  |  |  |  |  |
| AMOUNT         | \$5,000.00 |  |  |  |  |  |  |

\*SEND ALL INVOICES IN TRIPPLICATE TO THE CONTRACTING DEPARTMENT, CITY OF PHILADELPHIA\*

- THIS ORDER NUMBER MUST BE SHOWN ON ALL INVOICES, CORRESPONDENCE, ETC.
- A SEPARATE INVOICE MUST BE SUBMITTED FOR EACH MISCELLANEOUS ORDER.
- THIS ORDER IS SUBJECT TO CANCELLATION IF PERFORMANCE IS NOT IN ACCORDANCE WITH AGREEMENT.

NO CHANGE MAY BE MADE IN ANY OF THE PROVISIONS OF THIS ORDER.

**CERTIFICATION OF SERVICE**

I, Jordan E. Segall, hereby certify that on this date I caused a true and correct copy of the foregoing Notice of Administrative Enforcement Proceeding and Exhibits in Support of Notice of Administrative Enforcement Proceeding to be served upon the following:

**By hand delivery and certified U.S. mail:**

Leron Ben  
7838 Montgomery Avenue  
Elkins Park, PA 19027

**By hand delivery:**

Maya Nayak  
General Counsel  
Board of Ethics  
1515 Arch St., 18<sup>th</sup> Floor  
Philadelphia, PA 19102

Date: November 12, 2015

Jordan E. Segall

# **EXHIBIT 17**

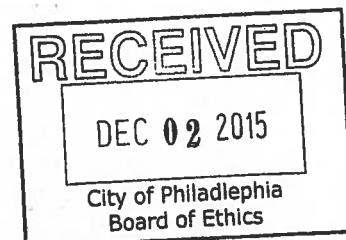
Date: November 18, 2015

To: Board of Ethics of City Of Philadelphia  
Matter # 1510 ET17  
FROM: Liran Shoshan

In response to your letter sent to me on November 12, 2015:

1. I was contacted at the wrong address. At the hearing I provided the correct address. It is 22 Evergreen Way, Philadelphia PA 19115.
2. I had a hearing with the Board of Ethics already and by receiving this letter I am assuming that they believe the accusations of the City's Temporary worker over my statements at the hearing.
3. I am disputing all of the accusations listed in this matter.
4. I do not have a relationship with the Master, Mr. St. Vincent, who oversaw the CVN hearing. I have had several hearings in the past for properties that I received a CVN. You can check the records and find that the fines were paid by the owner when the cases were denied.
5. As I told you before, I am just representing the owners of these properties in these hearings and when a case is rejected, the payment comes from the owners and not from me. So, I do not have a reason to pay the Master for something that doesn't affect me personally.
6. The statement that I approached him with wads of cash is not true.
7. I usually do not shake hands with someone (for a personal reason) unless I am being approached. I do not recall such an incident.
8. As I requested at the hearing, look at the cameras (I am sure there are cameras.) and see if his claim is true. If you find that they are false, then I expect you to take action against your temporary employee and send me an apology letter.
9. If this matter continues, I will file a lawsuit against the City and the temporary worker for being falsely accused. I am losing time and money from my job addressing these accusations.

Thank you  
Liran



# **EXHIBIT 18**

**Re: and FW: case(matter) no. 1510ET17, response letter**

Maya Nayak

**Sent:** Wednesday, December 02, 2015 12:25 PM  
**To:** Leron Ben [mailto:[rent2158332547@gmail.com](mailto:rent2158332547@gmail.com)]  
**Cc:** Shane Creamer; Michael Cooke; Jordan Segall

**Attachments:** board of ethics.pdf (220 KB) ; M.Nayak Letter to Responde~1.pdf (79 KB) ; Intro Ltr to Respondent 11~1.pdf (390 KB)

Dear Mr. Shoshan,

Please find attached my letter response that is also being sent to you today via certified mail. As the letter explains, you must let me know by email or letter that I receive no later than December 7, 2015 whether you are requesting a hearing in this matter.

Maya Nayak  
General Counsel  
City of Philadelphia Board of Ethics  
[maya.nayak@phila.gov](mailto:maya.nayak@phila.gov)  
(215) 686-9450

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**From:** Leron Ben [mailto:[rent2158332547@gmail.com](mailto:rent2158332547@gmail.com)]

**Sent:** Tuesday, December 01, 2015 10:31 AM

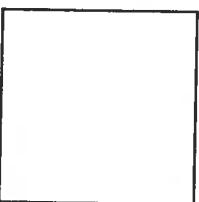
**To:** Maya Nayak; Hortencia Vasquez

**Subject:** case(matter) no. 1510ET17, response letter

dear Ms. Maya Nayak

please find attached my response to the accusation made by the Board Of Ethics  
thank you

Liran Benshoshan

--  
  
**Leron Ben**

215-833-2547