

Bridge Loan Agreement

This Agreement is entered into on January 3, 2025, by and between Stephen J. Boerner (hereinafter "Borrower" or "Husband") and Jeffrey A. Boerner and Carol T. Boerner (collectively, "Lenders"), with reference to Melissa Bemer (hereinafter "Wife") in the context of ongoing divorce proceedings in the Commonwealth of Pennsylvania.

Recitals

WHEREAS, Stephen J. Boerner and Melissa Bemer were married on August 19, 2019, and are currently parties to divorce proceedings initiated by the divorce filing of Melissa Bemer in August 2024, which remain pending and not finalized as of January 3, 2025;

WHEREAS, during the marriage, on April 22, 2022, the parties acquired real property designated as Units No. 4C and 4D, located at 246 N 3rd St. #4CD, Philadelphia, PA 19106 (hereinafter "Marital Property"), as evidenced by the deed executed April 12, 2022, effective April 13, 2022, and notarized April 15, 2022, from Richard J. Gities to Stephen J. Boerner and Melissa Bemer, husband and wife, as tenants by the entirety, with a purchase price of \$400,000, a down payment of 10% (\$40,000) provided by Stephen J. Boerner, resulting in an initial principal loan amount of \$360,000, and closing costs of approximately \$23,500 also paid by Stephen J. Boerner;

Purchase Details	Amount
Purchase Price	\$400,000
Down Payment (10%)	\$40,000
Initial Principal Loan	\$360,000
Closing Costs (Paid by Stephen J. Boerner)	\$23,500

WHEREAS, the Marital Property has been listed for sale since July 22, 2024, with no offers received as of January 3, 2025, the date of the signing of this Bridge Loan Agreement, and tenants vacated on September 30, 2024, eliminating \$2,800/month rental income, resulting in a net loss even during their 12-month tenancy, with Stephen J. Boerner bearing the monthly delta deficit;

Event	Date	Impact
Listed for Sale	July 22, 2024	No offers received by January 3, 2025
Tenants Vacated	September 30, 2024	Loss of \$2,800/month rental income
Financial Burden	Ongoing	Net loss during tenancy, borne by Stephen J. Boerner

WHEREAS, since October 2024, Melissa Bemer has ceased all financial contributions and communication regarding the Marital Property's costs, leaving Stephen J. Boerner solely responsible for mortgage-related expenses totaling \$10,414.39 through January 2025;

Period	Amount Paid by Stephen J. Boerner	Details
October 2024	\$3,472	Mortgage and maintenance costs
November 2024	\$3,472	Mortgage and maintenance costs
December 2024 - January 16, 2025	\$3,470.39 (\$2,494.13 + \$976.26)	Mortgage (\$2,494.13) and estimated maintenance costs
Total	\$10,414.39	

WHEREAS, Melissa Bemer failed to make any payments in 2023 toward a 10-month rental lease for a property in Florida (October 31, 2023, to August 31, 2024, costing \$4,500/month, totaling \$45,000), where she was the driving force behind its acquisition, and only started contributing in spring 2024 through early July 2024, approximating 10% of the overall \$45,000 lease agreement (\$4,500), leaving Stephen J. Boerner to cover the remaining \$40,500, in addition to bearing the move-out costs and physical effort alone as she was not present;

Florida Rental Details	Amount
Total Lease Cost (10 months)	\$45,000
Melissa's Contribution (Spring 2024 - Early July 2024)	\$4,500 (10%)
Stephen's Contribution	\$40,500 (90%)
Move-Out Responsibility	Solely Stephen J. Boerner

WHEREAS, Melissa Bemer has shown a consistent lack of coordination, attention, and review of shared financial obligations, exacerbating Stephen J. Boerner's burdens;

WHEREAS, to prevent default and preserve the Marital Property's value pending sale, Stephen J. Boerner requested and Lenders agreed to provide a bridge loan of \$12,500 (the "Loan") on January 3, 2025, to cover mortgage-related expenses for the Marital Property for the mortgage statement periods from December 17, 2024, to January 16, 2025, January 17, 2025, to February 16, 2025, and February 17, 2025, to March 16, 2025, totaling \$7,482.39 (\$2,494.13 per month, comprising \$1,770.98 principal and interest, \$723.15 escrow), with any remaining Loan funds applied to ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer in the future;

Mortgage Statement Period	Start Date	End Date	Amount Covered
Period 1	December 17, 2024	January 16, 2025	\$2,494.13
Period 2	January 17, 2025	February 16, 2025	\$2,494.13
Period 3	February 17, 2025	March 16, 2025	\$2,494.13
Total			\$7,482.39

WHEREAS, any additional debt Stephen J. Boerner may seek to incur for costs associated with the Marital Property after the mortgage period ending March 16, 2025, in the event that a settlement from the sale of the Marital Property has not been achieved, thereby necessitating further financial support, is expressly excluded from this Agreement, and not contemplated.

WHEREAS, Pennsylvania law governs the classification and division of marital property and debts, as codified in 23 Pa.C.S.A. Chapter 35;

NOW, THEREFORE, the parties agree as follows:

Article 1: Classification of Loan as Marital Debt

1.1 Statutory Definition and Presumption:

Pursuant to 23 Pa.C.S.A. § 3501(a), "marital property" is defined as "all property acquired by either party during the marriage." Under 23 Pa.C.S.A. § 3501(b), "All real or personal property acquired by either party during the marriage is presumed to be marital property regardless of whether title is held individually or by the parties in some form of co-ownership such as joint tenancy, tenancy in common or tenancy by the entirety."

The Marital Property, acquired April 22, 2022, post-marriage and pre-separation, is marital property. The Loan, incurred on January 3, 2025, during the marriage (divorce not final), is presumed marital debt as it funds the Marital Property's preservation, a joint asset.

1.2 Purpose of Loan and Definition of Ongoing Costs:

The Loan of \$12,500, disbursed via four checks, is used exclusively to pay mortgage-related obligations for the Marital Property, preserving its value for both spouses' benefit pending sale.

Disbursement Details	Check Number	Amount
Check 1	#1	\$3,500
Check 2	#2	\$3,500
Check 3	#3	\$3,500
Check 4	#4	\$2,000
Total		\$12,500

For purposes of this Agreement, "ongoing costs related to securing and supporting the Marital Property" shall mean expenses necessary to maintain the property in a sellable condition, including but not limited to utilities, HOA fees, insurance, required cleaning, property showings and related costs, and any essential repairs directly related to the upkeep of the Marital Property.

No portion of this Loan shall be applied to personal discretionary spending or any expense beyond the specific uses expressly stated in this Agreement and its supporting Addendum.

Any remaining Loan funds after the specified mortgage statement periods shall be applied to such ongoing costs until a settlement is reached with a buyer in the future.

No portion of the Loan shall fund costs after the March 16, 2025, mortgage statement period; any further debt for costs starting March 17, 2025, requires a separate agreement.

1.3 Joint and Several Liability:

The Loan repayment obligation is a marital responsibility, binding Husband and Wife jointly and severally per 23 Pa.C.S.A. § 3502(a), which mandates that "the court shall equitably divide, distribute or assign... the marital property between the parties without regard to marital misconduct in such proportions and in such manner as the court deems just." Stephen J. Boerner's sole signature does not negate its marital status, given its purpose and timing.

Article 2: Repayment Terms

2.1 Interest-Free:

The Loan is interest-free, with no interest accruing throughout its term.

2.2 Priority of Repayment:

Upon the sale, refinancing, or transfer of the Marital Property (the "Settlement Date"), repayment of the \$12,500 Loan shall take priority and be deducted from proceeds before any further distribution, per 23 Pa.C.S.A. § 3502(a), protecting Stephen J. Boerner's contributions since December 17, 2024.

2.3 Quarterly Installment Repayment:

If Settlement proceeds are inadequate to repay the Loan fully, the outstanding balance (the "Carryover Loan") shall be repaid in four (4) equal quarterly installments.

Repayment Schedule	Installment Amount	Due Date
Installment 1	\$3,125	90 days post-Settlement
Installment 2	\$3,125	180 days post-Settlement
Installment 3	\$3,125	270 days post-Settlement
Installment 4	\$3,125	360 days post-Settlement

Article 3: Collateral and Encumbrance

3.1 Security:

The Loan is secured by the Marital Property. As of January 3, 2025, the principal balance after the payment on December 17, 2024, is estimated at \$343,779.12 (calculated from the January 17, 2025, balance of \$343,225.69, increased by one month of principal reduction of \$553.43). The projected principal balance at the conclusion of the Loan's covered period (March 16, 2025) is approximately \$342,118.83, calculated as follows:

Principal Calculation	Amount
Principal Balance (Dec 17, 2024)	\$343,779.12
Monthly Principal Reduction	\$553.43
Reduction (Dec 17, 2024 - Mar 16, 2025)	$\$553.43 \times 3 = \$1,660.29$
Projected Balance (Mar 16, 2025)	\$342,118.83

Stephen J. Boerner shall not encumber, refinance, or impair the Marital Property without explicit prior written approval from Lenders, per 23 Pa.C.S.A. § 3505(a), which states: "Where it appears... a party has dissipated or disposed of marital property to defeat the obligations imposed by this chapter, the court may grant relief..."

3.2 Restrictions on Transfer:

Stephen J. Boerner agrees not to transfer or assign rights in the Marital Property to third parties without prior written consent from Lenders, except as provided for settlement or refinancing.

Article 4: Default and Enforcement

4.1 Statutory Remedies:

In the event of default (e.g., non-payment of any installment), Lenders may pursue remedies under 23 Pa.C.S.A. § 3505(b), which provides: "The court may impose a lien upon the property of a party or direct the sale of such property to satisfy obligations under this chapter." This ensures enforcement against both spouses' interests.

4.2 Protection Against Evasion:

Should Melissa Bemer attempt to evade responsibility for the Loan, Stephen J. Boerner retains the right to seek judicial intervention under 23 Pa.C.S.A. § 3505(a), safeguarding his equitable interest, given her non-contribution since October 2024 and broader financial neglect.

Article 5: Equitable Distribution Consideration

5.1 Court Determination:

Under 23 Pa.C.S.A. § 3502(a), the Loan is subject to equitable division, with Stephen J. Boerner's \$12,500+ payments (covering December 17, 2024, to March 16, 2025, totaling \$7,482.39, plus any remaining funds for ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer) credited against his share, reflecting Melissa's lack of contribution since October 2024 and earlier (e.g., Florida rental, Philadelphia tenancy deficits).

5.2 Documentation:

Stephen J. Boerner shall maintain records of all Loan proceeds and expenditures (\$2,494.13/month for December 17, 2024, to March 16, 2025, plus ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer, October 2024–January 2025, and prior burdens) for court review, evidencing his sole financial burden and Melissa's lack of coordination, attention, and review of shared obligations.

Article 6: General Provisions

6.1 Governing Law: This Agreement shall be governed by Pennsylvania law (23 Pa.C.S.A. §§ 3501–3508).

6.2 Severability: If any provision is unenforceable, remaining provisions stand.

6.3 Entire Agreement: This Agreement, including any Addendum, is the complete understanding; amendments must be in writing, signed by all parties.

6.4 Addendum: This Agreement may be supplemented by an Addendum providing factual and legal context, incorporated by reference if attached.

6.5 Signatures:

LENDERS:

Co-Lender: Jeffrey A. Boerner

Date: January 3, 2025

Signature: _____

Co-Lender: Carol T. Boerner

Date: January 3, 2025

Signature: _____

BORROWER:

Name: Stephen J. Boerner

Date: January 3, 2025

Signature: _____

Exhibit A: Copies of checks (#1–#4, totaling \$12,500) attached.