

## Addendum to Marital Property Bridge Loan Agreement

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### Dated January 3, 2025

*This Addendum supplements the Marital Property Bridge Loan Agreement executed on January 3, 2025, between Stephen J. Boerner and Jeffrey A. Boerner and Carol T. Boerner, regarding the marital property at 246 N 3rd St. #4CD, Philadelphia, PA 19106. It provides factual context and legal justification for the loan's classification as marital debt under Pennsylvania law, as well as Stephen J. Boerner's lawful authority to execute this Agreement without Melissa Bemer's knowledge or consent.*

### Section 1: Factual Background

#### 1.1 Marital Property Overview

Stephen J. Boerner and Melissa Bemer, married on August 19, 2019, acquired Units 4C and 4D at 246 N 3rd St. #4CD, Philadelphia, PA 19106, on April 22, 2022, as tenants by the entirety, per deed notarized April 15, 2022. The purchase price was \$400,000, with Stephen J. Boerner providing a down payment of 10% (\$40,000), resulting in an initial principal loan amount of \$360,000, and closing costs of approximately \$23,500 also paid by Stephen J. Boerner. Divorce proceedings, initiated by the divorce filing of Melissa Bemer in August 2024, remain pending as of January 3, 2025.

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

#### 1.2 Property Sale Efforts and Financial Impact

The Marital Property was listed for sale on July 22, 2024, with no offers received as of January 3, 2025, the date of this Bridge Loan Agreement. Tenants vacated on September 30, 2024, eliminating \$2,800/month rental income.

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

This resulted in a net loss even during the tenants' 12-month tenancy, with Stephen J. Boerner bearing the monthly delta deficit.

### 1.3 Financial Responsibility Shift

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 and maintenance expenses. The \$12,500 Loan, incurred on January 3, 2025, covers these costs 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). Stephen has incurred approximately \$10,414.39 in total costs from October 2024 to January 2025, which he cannot sustain without this Loan, exacerbating his financial strain.

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 (\$150 PECO, \$813 HOA, minor repairs)
<b>Total</b>	<b>\$10,414.39</b>	

### 1.4 Principal Balance Projection

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 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

### 1.5 Florida Rental Non-Contribution

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. She only started contributing from April 2024 through early July 2024, approximating \$4,500 (10% of the \$45,000 lease, covering roughly 3 months at \$1,500/month), 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 (Apr 2024 - Early Jul 2024)	\$4,500 (10%)
Stephen's Contribution	\$40,500 (90%)
Move-Out Responsibility	Solely Stephen J. Boerner

### 1.6 Lack of Coordination and Oversight

Melissa Bemer has demonstrated a consistent lack of coordination, attention, and adequate review of shared financial obligations, including:

- Failing to communicate effectively about the Philadelphia Marital Property since October 2024.
- Neglecting the Florida rental from October 2023 through March 2024.
- Ignoring the monthly delta deficit and net loss on the Philadelphia property during the tenants' 12-month tenancy.

This pattern of neglect has placed the full burden of dual marital properties on Stephen J. Boerner, justifying the need for the \$12,500 Loan to preserve the Marital Property.

### 1.7 Loan Scope Limitation

The \$12,500 Loan is strictly limited to covering costs for the mortgage statement periods ending March 16, 2025. Any remaining Loan funds after these periods are applied to ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer in the future, as defined in the Bridge Loan Agreement. Any further debt Stephen J. Boerner wishes to incur for costs related to the Marital Property after the March 16, 2025, mortgage statement period (beginning March 17, 2025) must be addressed under a separate agreement, ensuring this Loan's focus on preserving the Marital Property's value through March 2025.

## Section 2: Legal Justification for Marital Debt Classification

### 2.1 Marital Debt Classification – 23 Pa.C.S.A. § 3501

- **§ 3501(a):** "Marital property means all property acquired by either party during the marriage..." The Marital Property, acquired April 22, 2022, is marital.
- **§ 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."
- **Application:** The \$12,500 Loan, incurred on January 3, 2025, during the marriage (pre-divorce finalization), is presumed marital debt as it funds the Marital Property's preservation, a joint asset. Melissa's non-signature and non-contribution do not rebut this presumption, given its purpose.

### 2.2 Equitable Division – 23 Pa.C.S.A. § 3502(a)

- **Text:** "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..."
- **Application:** The \$12,500 Loan, covering December 17, 2024, to March 16, 2025 (totaling \$7,482.39, plus remaining funds for ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer), is divisible in divorce. Stephen's sole payments of approximately \$10,414.39 since October 2024, plus prior burdens (e.g., Florida rental, Philadelphia tenancy deficits), justify significant credit or reduced debt allocation, reflecting Melissa's non-contribution and neglect since October 2023.

### 2.3 Protection Against Dissipation – 23 Pa.C.S.A. § 3505

- **§ 3505(a):** "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..."

- **Application:** Melissa's refusal to contribute since October 2024, coupled with her neglect of the Florida rental and Philadelphia property losses, risks dissipating the Marital Property's value (e.g., via foreclosure). The Loan mitigates this, and § 3505 allows Stephen to seek remedies (liens, sale) if she evades liability.

### Section 3: Legal Authority for Stephen J. Boerner to Sign Without Melissa Bemer's Consent

#### 3.1 Stephen J. Boerner's Right to Execute Agreement – 23 Pa.C.S.A. § 3501(b)

- **Text:** "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..."
- **Application:** Under Pennsylvania law, the \$12,500 Loan, incurred on January 3, 2025, during the marriage, is presumed marital debt because it supports the Marital Property, a joint asset acquired April 22, 2022. The Loan's classification as marital debt does not require Melissa Bemer's consent or signature, as § 3501(b) focuses on the timing and purpose of the debt, not the manner of its execution. Pennsylvania courts, as in *Hicks v. Kubit*, 758 A.2d 202 (Pa. Super. 2000), have consistently held that debts incurred during marriage to preserve marital property are marital, even if only one spouse signs, provided the debt benefits the marital estate, as this Loan does by preventing default and preserving the Marital Property's value.

#### 3.2 Tenancy by the Entirety and Debt Incurrence – 23 Pa.C.S.A. § 3507

- **Text:** "A spouse shall not be authorized to dispose of entireties property without the consent of the other spouse..."
- **Application:** While the Marital Property is held as tenants by the entirety, requiring mutual consent for disposition under § 3507, the \$12,500 Loan does not constitute a disposition of the property (e.g., sale or encumbrance).

Action	Requires Consent?	Applies to Loan?
Disposition (Sale, Encumbrance)	Yes, per § 3507	No
Incurring Personal Debt	No	Yes

The Loan is a personal debt obligation of Stephen J. Boerner, secured by the Marital Property but not altering its title or ownership. Pennsylvania case law, such as *Patwardhan v. Brabant*, 439 A.2d 784 (Pa. Super. 1982), clarifies that one spouse may incur personal debt without the other's consent, and if the debt benefits the marital estate (as here, by funding mortgage payments), it is marital debt subject to equitable distribution. Melissa's lack of knowledge or consent does not invalidate Stephen's lawful right to execute this Agreement.

### 3.3 Equitable Distribution Context – 23 Pa.C.S.A. § 3502(a)

- **Text:** "The court shall equitably divide, distribute or assign... the marital property between the parties..."
- **Application:** The Loan's marital debt status ensures it will be equitably divided in divorce proceedings initiated in August 2024. Stephen's unilateral execution is lawful because it preserves the Marital Property for the benefit of both parties, and courts will allocate the debt fairly, as seen in *Williams v. Williams*, 723 A.2d 191 (Pa. Super. 1998), where one spouse's payments to preserve marital assets were credited in equitable distribution.

Statute/Case	Key Principle	Relevance to Stephen's Authority
§ 3501(b)	Debt incurred during marriage is marital	Loan is marital debt without Melissa's consent
§ 3507	Entireties disposition requires consent	Loan is not a disposition, consent not required
<i>Hicks v. Kubit</i> (2000)	Debt to preserve property is marital	Validates Loan as marital debt
<i>Patwardhan v. Brabant</i> (1982)	Personal debt doesn't need consent	Supports Stephen's right to sign
<i>Williams v. Williams</i> (1998)	Preservation credited in division	Supports Stephen's equitable claim

Melissa's non-involvement does not negate Stephen's right to act, as the Loan does not diminish her interest in the Marital Property but rather protects it from loss.

## Section 4: Protective Implications for Stephen J. Boerner

### 4.1 Preservation Credit

Stephen's \$12,500 Loan, plus prior contributions, preserves equity in the Marital Property (initially valued at \$400,000 with a \$360,000 loan), with a projected principal balance of approximately \$342,118.83 as of March 16, 2025, warranting equitable adjustment in divorce. His total financial contributions since acquisition are summarized below:

<b>Contribution Type</b>	<b>Amount</b>	<b>Details</b>
Down Payment (Apr 2022)	\$40,000	Initial purchase contribution
Closing Costs (Apr 2022)	\$23,500	Paid at settlement
Payments (Oct 2024 - Jan 2025)	\$10,414.39	Mortgage and maintenance costs
Florida Rental (Oct 2023 - Aug 2024)	\$40,500	Covered 90% of lease costs
<b>Total Contributions</b>	<b>\$114,414.39</b>	

Stephen J. Boerner's burden of the monthly delta deficit and net loss since July 22, 2024, further supports this claim that the acquisition of the loan to support a Marital Asset was the only logical course of action to protect the asset and any share distribution of proceeds from its future sale.

#### **4.2 Marital Debt Status**

The Loan's timing (January 3, 2025, pre-divorce finalization) and purpose ensure it's not Stephen's sole burden, despite his signature, aligning with Pennsylvania's presumption. Melissa's lack of coordination and financial oversight reinforces this.

#### **4.3 Enforcement**

Priority repayment from sale proceeds (on market since July 22, 2024) and § 3505 remedies protect Stephen's financial exposure, addressing Melissa's non-contribution since October 2023.

#### **4.4 Loan Scope Limitation**

By restricting the Loan to costs through March 16, 2025, this Agreement ensures clarity and prevents scope creep, requiring separate agreements for future costs, safeguarding Stephen's financial planning.

#### **4.5 Legal Authority to Sign**

Stephen's lawful execution of this Agreement without Melissa's consent is supported by Pennsylvania law, ensuring its enforceability and protecting his actions to preserve the marital estate during ongoing divorce proceedings initiated in August 2024.

**Attachment:** This Addendum is incorporated into the Bridge Loan Agreement by reference under Article 6.4.