



**IN THE COURT OF COMMON PLEAS OF  
ALLEGHENY COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA  
ACTING BY ATTORNEY GENERAL  
JOSH SHAPIRO

G.D. No. 18-9176

Plaintiff,

v.

HARBOUR PORTFOLIO CAPITAL, LLC,  
HARBOUR PORTFOLIO GP, LP,  
HARBOUR PORTFOLIO VI, L.P.,  
HARBOUR PORTFOLIO VII, L.P.,  
HARBOUR PORTFOLIO VIII, L.P.,  
HARBOUR PORTFOLIO ADVISORS LLC,  
AND CHARLES A. VOSE III,

Defendants

**CONSENT PETITION FOR FINAL DECREE**

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (“Commonwealth” and/or “Plaintiff”), which filed a civil Complaint in the above captioned matter in the Court of Common Pleas of Allegheny County on July 18, 2018 (“Complaint”), against the above-referenced Defendants (“Defendants”), alleging violations of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“*Consumer Protection Law*”) and the *Loan Interest and Protection Law*, Act of January 30, 1974 (P.L. 13, No. 6) (the “*Loan Interest and Protection Law*”), and states the following:

WHEREAS, Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, with offices located at 1251 Waterfront Place,

Pittsburgh PA 15222;

**WHEREAS**, Defendants are four Texas limited partnerships, two Texas limited liability companies, and an individual resident of Texas, Charles A. Vose III ("Mr. Vose");

**WHEREAS**, the Complaint alleges that Mr. Vose is a manager of Harbour Portfolio Advisors LLC and owns in whole or in part and/or controls the other Defendants as an officer or equity holder thereof;

**WHEREAS**, the Complaint alleges that beginning in approximately 2010, in response to the mortgage crisis, Mr. Vose formed several investment funds (i.e., Defendants Harbour VI, Harbour VII and Harbour VIII) to bid on bulk sales of thousands of foreclosed single family homes located across the United States, which were owned and auctioned primarily by the Federal National Mortgage Association ("FNMA");

**WHEREAS**, the Complaint alleges that most of these homes were low-cost homes in disadvantaged or rural areas, even before foreclosure;

**WHEREAS**, the Complaint alleges many of the homes obtained by Defendants were re-sold by Defendants pursuant to installment land contracts labeled by Defendants as "Agreements for Deed," "Contracts for Deed," or "Installment Land Contracts" (collectively, "Land Contracts");

**WHEREAS**, the Complaint alleges Defendants entered into 78 Land Contracts for homes located in the Commonwealth of Pennsylvania with consumers (the "PA Consumers");

**WHEREAS**, the Complaint outlines the methods, actions and processes utilized by Defendants in connection with Land Contracts in Pennsylvania, and alleges that such methods, actions, and processes of Defendants violated the *Consumer Protection Law*;

**WHEREAS**, the Complaint also alleges that the interest rate set forth in the Land Contracts is usurious and violates the *Loan Interest and Protection Law*, and that the Defendants further violated the *Consumer Protection Law* by virtue of violations of the (i) the *Mortgage Licensing Act*, 7 Pa C.S. Section 6101 *et. seq.* (the "*Mortgage Licensing Act*"), (ii) the *Installment Land Contract Law*, 68 Pa P.S. Section 901 *et. seq.* (the "*Installment Contract Law*") and (iii) the *Real Estate Seller Disclosure Law*, 68 Pa C.S. Section 7301-7314 (the "*Real Estate Seller Disclosure Law*");

**WHEREAS**, the Complaint seeks relief in the form of injunctive relief, restitution, civil penalties, costs, and such other relief as the Court deems appropriate;

**WHEREAS**, without admitting any of the facts or conclusions alleged in the Complaint, Defendants desire to resolve all controversies in this matter and bring closure and finality to the claims alleged therein; and

**WHEREAS**, Defendants are desirous of complying with the laws of the Commonwealth of Pennsylvania and the provisions of this Consent Petition for Final Decree (the "Consent Petition") and have signed it with the intent that, upon approval of the Court, its provisions shall constitute the Final Decree, Order and/or Judgment of this Court and shall be binding and enforceable against all parties.

#### **SETTLEMENT TERMS**

**NOW THEREFORE**, for good and valuable consideration, including the agreement of the Commonwealth as stated herein, Defendants agrees for themselves, their successors, assigns, agents, employees, representatives, executors, administrators and all other persons acting on their behalf, directly or through any corporate or other device as follows:

**I. The Recitals are incorporated herein and made part hereof.**

**II. Injunctive and Affirmative Relief**

A. Defendants are each forever enjoined and prohibited from directly or indirectly (as defined in Part IV(L) below) engaging or participating in any manner in any transactions related to residential real estate located in the Commonwealth of Pennsylvania (“Prohibited Transactions”) except that Mr. Vose may (i) purchase or sell real estate located in the Commonwealth of Pennsylvania for his personal use and (ii) hold a passive non-controlling equity interest of up to five percent (5%) in any public company that engages in Prohibited Transactions. In particular, without limitation, Mr. Vose may not (except as expressly set forth in parts (i) and (ii) of the preceding sentence) directly or indirectly engage in, participate in, or advise others with respect to, Prohibited Transactions through any ownership, employment, sales, management or paid advisory capacity, including, but not limited to, as owner, principal, director, sales agent or representative, or hold any position as officer, director, manager or agent or representative of, or have or exercise any direct or indirect control or decision-making authority over, any business that engages, in whole or in part, in Prohibited Transactions.

B. Defendants are hereby forever enjoined and prohibited from violating the *Consumer Protection Law*, *Loan Interest and Protection Law*, the *Mortgage Licensing Act*, the *Installment Land Contract Law*, and the *Real Estate Seller Disclosure Law*, specifically including, but not limited to, the sections of those laws referenced in the Complaint.

C. Defendants shall, within thirty (30) days of the Effective Date (as defined in Part IV(L) below), re-record any quitclaim deed previously provided to any PA Consumer by any Defendant as a Special Warranty Deed as may be requested by the Commonwealth. Defendants

will provide a copy of any such Deed to the Commonwealth for review and comment before it is filed.

D. Defendants shall, within thirty (30) days of the Effective Date (as defined in Part IV(L) below), file appropriate reports and communications with all three nationwide consumer credit reporting agencies for each of the PA Consumers who has ever been a party to a Land Contract, such that any negative credit information is deleted and the consumer's obligations to Defendants under the relevant Land Contract are reported by each such consumer credit reporting agency as closed and paid in full/satisfied in full. Defendants assert that they lack the commercial relationships and staff necessary to carry out the undertakings set forth in the preceding sentence, and the Commonwealth agrees that Defendants may hire the licensed mortgage servicer that it has utilized to service Land Contracts to execute such undertakings on behalf of Defendants, or it may utilize another authorized vendor. Defendants shall provide a written summary of all such reports filed within 15 days of completion.

E. Defendants hereby aver and certify that they have in good faith sought to identify to the Commonwealth each Land Contract entered into by any Defendant relating to real estate located in the Commonwealth of Pennsylvania, and that Defendants have so identified 78 such Land Contracts, and provided to the Commonwealth the name, address, telephone number and email address of each PA Consumer who was a party to such Land Contract, the specific Defendant party who is/was a party thereto, the address of the property subject to the Land Contract, the date of each Land Contract and original amount, the date that the Land Contract ended, and the total amount of interest and principal collected from PA Consumers on each such Land Contract.

F. Defendants represent that they have previously undertaken their best efforts to identify and produce information to the Commonwealth as part of this Action. Defendants agree and acknowledge that Defendants will immediately notify the Commonwealth in writing if Defendants learn that any information provided to the Commonwealth as described in Part E above was inaccurate or incomplete. In particular, without limitation, if Defendants learn at any time within four (4) years after the Effective Date of any consumer who entered into a Land Contract relating to any Pennsylvania home, who was not previously disclosed to the Commonwealth (an "Undisclosed Consumer"), Defendants will promptly provide written notification of the Undisclosed Consumer and details regarding such Undisclosed Consumer's Land Contract to the Commonwealth. If, within four (4) years of the Effective Date, either Defendants or the Commonwealth learns of one or more consumers who have entered into Land Contracts with Defendants who were not previously identified to the Commonwealth by Defendants prior to the date hereof, as described in the foregoing Part E, Defendants agree that Defendants will work in good faith with the Commonwealth to determine, and promptly pay to the Commonwealth, the appropriate amount of restitution to be paid to any Undisclosed Consumers, consistent with the Restitution (as defined below) paid to PA Consumers who were previously identified, plus all out-of-pocket costs incurred by the Commonwealth and internal costs for all time reasonably expended by the Commonwealth to gather facts relating to such Undisclosed Consumers and to work with Defendants to obtain restitution for them.

### **III. Monetary Relief**

A. **Required Payment** - Defendants hereby acknowledge and agree that a judgment shall be entered by the Court of Common Pleas of Allegheny County against Defendants, and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, in the amount of Six

Hundred Thousand and 00/100 Dollars (\$600,000.00) (the "Required Payment"), to be paid in accordance with Sections B and C below, \$100,000.00 of which shall be allocated to costs incurred by the Commonwealth in prosecuting the Complaint (to be deposited into an account from which both principal and interest shall be expended for public protection and educational purposes), and the remainder consisting of Five Hundred Thousand and 00/100 Dollars (\$500,000) to be paid as restitution pursuant to Section 201-4.1 of the *Consumer Protection Law* to be distributed to the 78 PA Consumers who have been identified to the Commonwealth by Defendants as having entered into Land Contracts with one or more Defendants ("Restitution"). The amount, timing and manner of any distribution of Restitution to consumers shall be left to the sole discretion of the Commonwealth.

**B. Timing of Payment** - The Required Payment of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) shall be delivered to the Commonwealth upon Defendants' execution of this Consent Petition, to be held in escrow by the Commonwealth until the Effective Date. In the event this order is not approved by the Court of Common Pleas of Allegheny County and entered as an Order and Final Decree, then the payment shall be unconditionally returned within 15 days of the Court's action.

**C. Method of Payment** - The Required Payment shall be made by certified check, cashier's check, or money order, and made payable to the Commonwealth of Pennsylvania, Office of Attorney General, and delivered to, 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222, c/o the undersigned Senior Deputy Attorney General on or before the date due hereunder. Payment may alternatively be made by wire transfer, in accordance with instructions that will be provided by the office of Attorney General upon



request.

#### IV. Miscellaneous Terms

A. The Court of Common Pleas of Allegheny County shall maintain jurisdiction over the subject matter of this Consent Petition and over Defendants for the purpose of enforcing its terms.

B. Nothing in this Consent Petition shall be construed to waive any individual right of action by any consumer or any local, state, federal, or other governmental entity, except as expressly set forth in Section N below.

C. Time shall be of the essence with regards to Defendants' obligations hereunder.

D. Defendants agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Consent Petition, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein. Defendants also agree to respond promptly and in good faith to all requests for information regarding PA Consumers or Land Contracts associated with any Pennsylvania consumers received from the Commonwealth after the date hereof, for a period of four (4) years following the Effective Date, at which time this obligation to respond and provide information shall cease.

E. Defendants understand and agree that if Defendants have made any false statement in or related to this Consent Petition, that such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

F. This Consent Petition may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or

more counterparts of this Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

G. This Consent Petition sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

H. Defendants agree by the signing of this Consent Petition that they shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties provided for under Section 201-8(a) of the *Consumer Protection Law*, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper.

I. The parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent upon this Consent Petition and/or the agreements contained herein being approved by the Court of Common Pleas of Allegheny County, Pennsylvania and entered as a Final Decree, Order and/or Judgment.

J. A default or breach on the part of Defendants shall include, but not be limited to, Defendants defaulting on, failing to comply with, or in any way breaching any of the terms, representations, conditions, agreements or requirements of this Consent Petition.

K. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder.

L. The "Effective Date" of this Consent Petition shall be the date that this Consent Petition is approved by the Court of Common Pleas of Allegheny County and entered as a Final Decree, Order and/or Judgment. Use of the term "indirect" or "indirectly" herein shall mean through one or more intermediary persons or entities.

M. If any clause, provision or section of this Consent Petition shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Petition and the Consent Petition shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

N. Upon execution by the parties to this Consent Petition, the Commonwealth will discontinue the above-referenced litigation as to and against Defendants with respect to the practices set forth herein and in the Complaint. Upon entry by the Court of Common Pleas of Allegheny County of this Consent Petition as a Final Decree, Order and/or Judgment, (i) no further action will be taken by the Commonwealth against Defendants under the aforementioned statutes for the conduct set forth in the Complaint, provided Defendants comply with the terms of this Consent Petition, and (ii) this Consent Petition will resolve any and all civil claims between the Commonwealth of Pennsylvania, by its Attorney General, and Defendants arising from the specific allegations in the Complaint.

O. Defendants agree that any communication from Plaintiff to Defendants as contemplated by this Consent Petition will be deemed to have been validly delivered if mailed by

first class U.S. mail or other nationally recognized carrier to one or both of the undersigned counsel for Defendants.

**NOW, THEREFORE**, without trial or adjudication of the facts or law in this matter, the parties hereto agree to the Court's signing and entering of a Final Decree, Order and/or Judgment, ordering that Defendants shall be permanently enjoined from breaching any and all of the aforementioned provisions; and the parties agree that this Consent Petition resolves any and all civil claims between the Commonwealth of Pennsylvania, by its Attorney General, and Defendants arising from the specific allegations set forth in the aforementioned Complaint, except for those rights expressly reserved herein by said parties to this action. Each Party shall bear their own costs of this litigation, except as provided for herein.

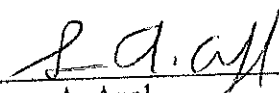
**WE HEREBY** consent to this Consent Petition for Final Decree and submit the same to this Honorable Court for the making and entry of a Final Decree, Order, and/or Judgment of the Court on the dates indicated below.

**FOR THE PLAINTIFF:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
*Attorney General*

Date: 7/27/21

By:   
Susan A. Apel  
*Senior Deputy Attorney General*  
Attorney ID 50597  
Pennsylvania Office of Attorney General  
1251 Waterfront Place  
Pittsburgh, Pennsylvania 15222

**FOR THE DEFENDANTS:**


HARBOUR PORTFOLIO CAPITAL, LLC,

Date: July 22, 2021

By:  - Managing Member

HARBOUR PORTFOLIO GP, LP

Date: July 22, 2021

By:  - Managing Member


HARBOUR PORTFOLIO VI, L.P.

Date: July 22, 2021

By:  - Managing Member


HARBOUR PORTFOLIO VII, L.P.

Date: July 22, 2021

By:  - Managing Member

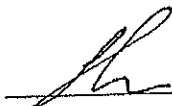
HARBOUR PORTFOLIO VIII, L.P.

Date: July 22, 2021

By:  - Managing Member


HARBOUR PORTFOLIO ADVISORS LLC

Date: July 22, 2021

By:  - Managing Member


CHARLES A. VOSE III

Date: July 22, 2021

 - Individually

Date: July 22, 2021

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

  
Matthew J. Lautman  
Houston Harbaugh  
Attorney ID 90390  
Three Gateway Center  
401 Liberty Ave.  
22<sup>nd</sup> Floor  
Pittsburgh PA 15222

David Stein  
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100 South Third Street  
Columbus, OH 43215-4291  
*Attorney for Defendants*

IN THE COURT OF COMMON PLEAS OF  
ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA  
ACTING BY ATTORNEY GENERAL  
JOSH SHAPIRO

G.D. No. 18-9176

Plaintiff,

v.

HARBOUR PORTFOLIO CAPITAL, LLC,  
HARBOUR PORTFOLIO GP, LP,  
HARBOUR PORTFOLIO VI, L.P.,  
HARBOUR PORTFOLIO VII, L.P.,  
HARBOUR PORTFOLIO VIII, L.P.,  
HARBOUR PORTFOLIO ADVISORS LLC,  
AND CHARLES A. VOSE III,

Defendants

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, upon review of the attached Consent Petition for Final Decree, agreed to by the Plaintiff, Commonwealth of Pennsylvania, and all Defendants, namely Harbour Portfolio Capital, LLC, Harbour Portfolio GP, LP, Harbour Portfolio VI, L.P., Harbour Portfolio VII, L.P., Harbour Portfolio VIII, L.P., Harbour Portfolio Advisors, LLC, and Charles A. Vose, III, such Consent Petition is hereby approved, adopted and entered as the FINAL DECREE, ORDER AND JUDGMENT of this Court.

\_\_\_\_\_  
J.

**ACTIONS IN WRITING  
BY THE MANAGER OF  
HARBOUR PORTFOLIO ADVISORS, LLC**

as of July 22nd, 2021

The undersigned, being the Manager of Harbour Portfolio Advisors, LLC, a Texas limited liability company (the "Company"), does hereby take the following actions in writing and without a meeting effective as the date set forth above in accordance with the Operating Agreement of the Company dated August 16, 2010:

WHEREAS, the Company is a Defendant in that certain action, stylized as *Commonwealth of Pennsylvania v. Harbour Portfolio Capital, LLC, et al.*, Allegheny County C.P. Case No. G.D. No. 18-9176 (the "Litigation");

WHEREAS, the Company—along with the other Defendants in the Litigation—have reached a settlement with the Plaintiff in the Litigation to fully settle, resolve and dismiss all claims against Defendants, as proposed by that certain Consent Petition for Final Decree, which these Actions are attached to, and which are executed on even date herewith (the "Consent Petition"); and

WHEREAS, the Company intends to enter into the Consent Petition in order to fully and finally resolve the Litigation, and to comply with all terms and conditions as proposed in the Consent Petition.


NOW, THEREFORE BE IT RESOLVED, the Company finds that the Consent Petition is in the best interests of the Company to execute in order to fully and finally resolve the Litigation.

RESOLVED FURTHER, that Charles A. Vose III, in his capacity as the Manager of the Company, is hereby authorized to execute and deliver to Plaintiff in the Litigation the Consent Petition and any other documentation as may be required by Pennsylvania law to execute and file the Consent Petition in the Litigation.

RESOLVED FURTHER, that the Company hereby ratifies, approves and confirms all other actions heretofore taken and performed by, or on behalf of, the Company and/or Charles A. Vose III, acting as Manager of the Company, in connection with the Litigation and Consent Petition.

This writing constitutes a complete record of actions taken by the Manager of the Company, effective as of the date set forth above.

**HARBOUR PORTFOLIO ADVISORS, LLC,**  
a Texas limited liability company

By:   
Charles A. Vose III, its Manager



**ACTIONS IN WRITING  
BY THE MANAGER OF  
HARBOUR PORTFOLIO CAPITAL, LLC**

as of July 22nd, 2021

The undersigned, being the Manager of Harbour Portfolio Capital, LLC, a Texas limited liability company (the "Company"), does hereby take the following actions in writing and without a meeting effective as the date set forth above in accordance with the Amended and Restated Operating Agreement of the Company dated April 27, 2011:

WHEREAS, the Company is a Defendant in that certain action, stylized as *Commonwealth of Pennsylvania v. Harbour Portfolio Capital, LLC, et al.*, Allegheny County C.P. Case No. G.D. No. 18-9176 (the "Litigation");

WHEREAS, the Company—along with the other Defendants in the Litigation—have reached a settlement with the Plaintiff in the Litigation to fully settle, resolve and dismiss all claims against Defendants, as proposed by that certain Consent Petition for Final Decree, which these Actions are attached to, and which are executed on even date herewith (the "Consent Petition"); and

WHEREAS, the Company intends to enter into the Consent Petition in order to fully and finally resolve the Litigation, and to comply with all terms and conditions as proposed in the Consent Petition.


NOW, THEREFORE BE IT RESOLVED, the Company finds that the Consent Petition is in the best interests of the Company to execute in order to fully and finally resolve the Litigation.

RESOLVED FURTHER, that Charles A. Vose III, in his capacity as the Manager of the Company, is hereby authorized to execute and deliver to Plaintiff in the Litigation the Consent Petition and any other documentation as may be required by Pennsylvania law to execute and file the Consent Petition in the Litigation.

RESOLVED FURTHER, that the Company hereby ratifies, approves and confirms all other actions heretofore taken and performed by, or on behalf of, the Company and/or Charles A. Vose III, acting as Manager of the Company, in connection with the Litigation and Consent Petition.

This writing constitutes a complete record of actions taken by the Manager of the Company, effective as of the date set forth above.

**HARBOUR PORTFOLIO CAPITAL, LLC,**  
a Texas limited liability company

By:   
Charles A. Vose III, its Manager

**ACTIONS IN WRITING  
BY THE GENERAL PARTNER OF  
HARBOUR PORTFOLIO GP, LP**

as of July 22nd, 2021

The undersigned, being the sole General Partner of Harbour Portfolio GP, LP, a Texas limited partnership (the "Company"), does hereby take the following actions in writing and without a meeting effective as the date set forth above in accordance with the Amended and Restated Limited Partnership Agreement of the Company dated April 27, 2011:

WHEREAS, the Company is a Defendant in that certain action, stylized as *Commonwealth of Pennsylvania v. Harbour Portfolio Capital, LLC, et al.*, Allegheny County C.P. Case No. G.D. No. 18-9176 (the "Litigation");

WHEREAS, the Company—along with the other Defendants in the Litigation—have reached a settlement with the Plaintiff in the Litigation to fully settle, resolve and dismiss all claims against Defendants, as proposed by that certain Consent Petition for Final Decree, which these Actions are attached to, and which are executed on even date herewith (the "Consent Petition"); and

WHEREAS, the Company intends to enter into the Consent Petition in order to fully and finally resolve the Litigation, and to comply with all terms and conditions as proposed in the Consent Petition.

NOW, THEREFORE BE IT RESOLVED, the Company finds that the Consent Petition is in the best interests of the Company to execute in order to fully and finally resolve the Litigation.


RESOLVED FURTHER, that Harbour Portfolio Capital, LLC, a Texas limited liability company, in its capacity as the sole General Partner of the Company, is hereby authorized to execute and deliver to Plaintiff in the Litigation the Consent Petition and any other documentation as may be required by Pennsylvania law to execute and file the Consent Petition in the Litigation.

RESOLVED FURTHER, that the Company hereby ratifies, approves and confirms all other actions heretofore taken and performed by, or on behalf of, the Company and/or the General Partner of the Company, in connection with the Litigation and Consent Petition.

This writing constitutes a complete record of actions taken by the sole General Partner of the Company, effective as of the date set forth above.

**HARBOUR PORTFOLIO GP, LP,**  
a Texas limited partnership

By: **HARBOUR PORTFOLIO CAPITAL, LLC,**  
a Texas limited liability company, its sole General Partner

By:   
\_\_\_\_\_  
Charles A. Vose III, its Manager

**ACTIONS IN WRITING  
BY THE GENERAL PARTNER OF  
HARBOUR PORTFOLIO VI, LP**

as of July 22nd, 2021

The undersigned, being the sole General Partner of Harbour Portfolio VI, LP, a Texas limited partnership (the "Company"), does hereby take the following actions in writing and without a meeting effective as the date set forth above in accordance with the Limited Partnership Agreement of the Company dated August 23, 2010:

WHEREAS, the Company is a Defendant in that certain action, stylized as *Commonwealth of Pennsylvania v. Harbour Portfolio Capital, LLC, et al.*, Allegheny County C.P. Case No. G.D. No. 18-9176 (the "Litigation");

WHEREAS, the Company—along with the other Defendants in the Litigation—have reached a settlement with the Plaintiff in the Litigation to fully settle, resolve and dismiss all claims against Defendants, as proposed by that certain Consent Petition for Final Decree, which these Actions are attached to, and which are executed on even date herewith (the "Consent Petition"); and

WHEREAS, the Company intends to enter into the Consent Petition in order to fully and finally resolve the Litigation, and to comply with all terms and conditions as proposed in the Consent Petition.

NOW, THEREFORE BE IT RESOLVED, the Company finds that the Consent Petition is in the best interests of the Company to execute in order to fully and finally resolve the Litigation.

RESOLVED FURTHER, that Harbour Portfolio GP, LP, a Texas limited partnership, in its capacity as the sole General Partner of the Company, is hereby authorized to execute and deliver to Plaintiff in the Litigation the Consent Petition and any other documentation as may be required by Pennsylvania law to execute and file the Consent Petition in the Litigation.


RESOLVED FURTHER, that the Company hereby ratifies, approves and confirms all other actions heretofore taken and performed by, or on behalf of, the Company and/or the General Partner of the Company, in connection with the Litigation and Consent Petition.

This writing constitutes a complete record of actions taken by the sole General Partner of the Company, effective as of the date set forth above.

**HARBOUR PORTFOLIO VI, LP,**  
a Texas limited partnership

By: **HARBOUR PORTFOLIO GP, LP,**  
a Texas limited partnership, its sole General Partner

By: **HARBOUR PORTFOLIO CAPITAL, LLC,**  
a Texas limited liability company, its sole General Partner

By:   
Charles A. Vose III, its Manager

**ACTIONS IN WRITING  
BY THE GENERAL PARTNER OF  
HARBOUR PORTFOLIO VII, LP**

as of July 22nd, 2021

The undersigned, being the sole General Partner of Harbour Portfolio VII, LP, a Texas limited partnership (the "Company"), does hereby take the following actions in writing and without a meeting effective as the date set forth above in accordance with the Limited Partnership Agreement of the Company dated April 12, 2011:

WHEREAS, the Company is a Defendant in that certain action, stylized as *Commonwealth of Pennsylvania v. Harbour Portfolio Capital, LLC, et al.*, Allegheny County C.P. Case No. G.D. No. 18-9176 (the "Litigation");

WHEREAS, the Company—along with the other Defendants in the Litigation—have reached a settlement with the Plaintiff in the Litigation to fully settle, resolve and dismiss all claims against Defendants, as proposed by that certain Consent Petition for Final Decree, which these Actions are attached to, and which are executed on even date herewith (the "Consent Petition"); and

WHEREAS, the Company intends to enter into the Consent Petition in order to fully and finally resolve the Litigation, and to comply with all terms and conditions as proposed in the Consent Petition.

NOW, THEREFORE BE IT RESOLVED, the Company finds that the Consent Petition is in the best interests of the Company to execute in order to fully and finally resolve the Litigation.

RESOLVED FURTHER, that Harbour Portfolio GP, LP, a Texas limited partnership, in its capacity as the sole General Partner of the Company, is hereby authorized to execute and deliver to Plaintiff in the Litigation the Consent Petition and any other documentation as may be required by Pennsylvania law to execute and file the Consent Petition in the Litigation.


RESOLVED FURTHER, that the Company hereby ratifies, approves and confirms all other actions heretofore taken and performed by, or on behalf of, the Company and/or the General Partner of the Company, in connection with the Litigation and Consent Petition.

This writing constitutes a complete record of actions taken by the sole General Partner of the Company, effective as of the date set forth above.

**HARBOUR PORTFOLIO VII, LP,**  
a Texas limited partnership

By: **HARBOUR PORTFOLIO GP, LP,**  
a Texas limited partnership, its sole General Partner

By: **HARBOUR PORTFOLIO CAPITAL, LLC,**  
a Texas limited liability company, its sole General Partner

By:   
Charles A. Vose III, its Manager

**ACTIONS IN WRITING  
BY THE GENERAL PARTNER OF  
HARBOUR PORTFOLIO VIII, LP**

as of July 22nd, 2021

The undersigned, being the sole General Partner of Harbour Portfolio VIII, LP, a Texas limited partnership (the "Company"), does hereby take the following actions in writing and without a meeting effective as the date set forth above in accordance with the Amended and Restated Limited Partnership Agreement of the Company dated April 1, 2015:

WHEREAS, the Company is a Defendant in that certain action, stylized as *Commonwealth of Pennsylvania v. Harbour Portfolio Capital, LLC, et al.*, Allegheny County C.P. Case No. G.D. No. 18-9176 (the "Litigation");

WHEREAS, the Company—along with the other Defendants in the Litigation—have reached a settlement with the Plaintiff in the Litigation to fully settle, resolve and dismiss all claims against Defendants, as proposed by that certain Consent Petition for Final Decree, which these Actions are attached to, and which are executed on even date herewith (the "Consent Petition"); and

WHEREAS, the Company intends to enter into the Consent Petition in order to fully and finally resolve the Litigation, and to comply with all terms and conditions as proposed in the Consent Petition.

NOW, THEREFORE BE IT RESOLVED, the Company finds that the Consent Petition is in the best interests of the Company to execute in order to fully and finally resolve the Litigation.

RESOLVED FURTHER, that Harbour Portfolio GP, LP, a Texas limited partnership, in its capacity as the sole General Partner of the Company, is hereby authorized to execute and deliver to Plaintiff in the Litigation the Consent Petition and any other documentation as may be required by Pennsylvania law to execute and file the Consent Petition in the Litigation.


RESOLVED FURTHER, that the Company hereby ratifies, approves and confirms all other actions heretofore taken and performed by, or on behalf of, the Company and/or the General Partner of the Company, in connection with the Litigation and Consent Petition.

This writing constitutes a complete record of actions taken by the sole General Partner of the Company, effective as of the date set forth above.

**HARBOUR PORTFOLIO VIII, LP,**  
a Texas limited partnership

By: **HARBOUR PORTFOLIO GP, LP,**  
a Texas limited partnership, its sole General Partner

By: **HARBOUR PORTFOLIO CAPITAL, LLC,**  
a Texas limited liability company, its sole General Partner


By:   
Charles A. Vose III, its Manager

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents, differently than non-confidential information and documents.

Submitted

by: David K. Stein

Signature: 

Name: DAVID K. STEIN

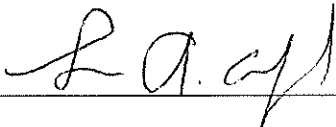
Attorney No. (if  
applicable) \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Consent Petition for Final Decree was served upon the following counsel by email and first class mail on the 27<sup>th</sup> day of July, 2021:

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\_\_\_\_\_  
Susan Apel