

*When recorded this instrument should  
be returned to:*

**Tax Parcel ID #** \_\_\_\_\_

Address: 322-40 Race Street,  
Philadelphia, PA 19106

[Above space reserved for recording information.]

### **LEASEHOLD MORTGAGE**

THIS MORTGAGE, made this \_\_\_\_ day of \_\_\_\_\_, 2021, and effective the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between OLD FIRST HOUSE LP, a limited partnership organized under the laws of Pennsylvania, the General Partner of which is OFH Ventures, Inc., a Pennsylvania nonprofit corporation with an office at 1501 Cherry Street, Philadelphia PA, 19102 ("Mortgagor") and the MINISTER, TRUSTEES, ELDERS AND DEACONS OF THE GERMAN REFORMED CONGREGATION IN THE CITY OF PHILADELPHIA IN THE PROVINCE OF PENNSYLVANIA, a Pennsylvania corporation with its principal office at 151 N. 4th Street, Philadelphia, PA 19106 ("Mortgagee").

### **WITNESSETH:**

**THAT** Mortgagor has executed and delivered to Mortgagee a Mortgage Note, (the "Note") bearing even date herewith, wherein Mortgagor promises to pay to Mortgagee the principal sum of One Million Eight Hundred Sixty-Seven Eight Hundred Nine Dollars (\$1,867,809) (the "Church Loan") lawful money of the United States of America, disbursed by Mortgagee to Mortgagor, with interest thereon at the rate and times, in the manner and according to the terms and conditions specified in the Note, all of which are incorporated by reference herein (together, the documents evidencing, supporting or securing the Church Loan, the "Loan Documents");

**THAT** Mortgagor is the tenant pursuant to a certain ground lease dated as of the date first written above, and effective \_\_\_\_\_, 2023 between the Mortgagee, as landlord and Mortgagor (the "Ground Lease"), a memorandum of which has been or will be recorded in the [office of land records for the City of Philadelphia, Pennsylvania;

**THAT** pursuant to the terms of the Ground Lease, the Mortgagor is the owner of the leasehold interest ("Leasehold") in the real property described in Exhibit "A," known as a portion of 322-40 Race Street, Philadelphia, PA 19106 (the "Mortgaged Property") and the

improvements to be constructed by Mortgagor thereon to be known as Old First House (the "Project").

**NOW, THEREFORE,** to secure to the Mortgagee (a) the repayment of all sums due under this Mortgage and the Mortgage Note and all documents executed in connection with, or required by, such documents (collectively, the "Loan Documents"); (b) the performance of all of the Mortgagor's obligations under the terms of any of the Loan Documents; and (c) all other sums, now existing or arising after the date of this Mortgage, due to Mortgagee by virtue of any other promissory note or other obligation of the Mortgagor to the Mortgagee, the Mortgagor mortgages, grants, and conveys to the Mortgagee:

The Leasehold estate created by the Ground Lease and shown in Exhibit "A", including all of the air space, easements, rights, privileges, royalties and appurtenances belonging to the same or in any way appertaining, and all of the estate, right, title, interest, claim, or demand whatever of the Mortgagor in the same and in the streets, alleys, and ways adjacent to the premises, either at law or in equity, in possession or expectancy, now or later acquired (collectively, the "Premises").

All structures and buildings, and replacements of them, now or later constructed on or in the Premises as described in Exhibit "A" by the Mortgagor, or at the Mortgagor's request, including all equipment, apparatus, machinery and fixtures of every kind and nature forming part of the structures or buildings (the "Improvements").

All fixtures, fittings, appliances, apparatus, equipment, machinery, and articles of personal property, and replacements of them, other than those owned by sub-lessees, now or later affixed to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, occupancy and operation of the improvements on the Premises (the "Chattels").

All "general intangibles" (as defined in the Uniform Commercial Code of Pennsylvania) in any way relating to the Premises or the improvements and in which the Mortgagor has any interest; all licenses, trade name, good will, and books and records relating to the business operated or to be operated on the Premises or any part of the Premises; and all unearned premiums, accrued, accruing, or to accrue under all insurance policies now or later obtained by the Mortgagor insuring the mortgaged property and all rights and interest of Mortgagor under the same (the "Intangibles").

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but not limited to, proceeds of hazard and title insurance and condemnation awards.

All sub-Leases and lettings of the Premises now or later entered into and all right, title, and interest of the Mortgagor under the same, and under the Ground Lease and any cash or securities deposited under the same to secure performance by the lessees of their obligations under the same, whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due immediately prior

to the expiration of such terms, including, further, the right, upon the happening of an event of default, to receive and collect the rents under such Leases.

(All the above-described Premises, Improvements, Chattels, Intangibles and other rights and interests are hereinafter collectively called the "Property.")

This Mortgage is subject and subordinate to a First Mortgage granted by the Mortgagor hereunder to TD Bank, N.A. securing a loan in the original principal amount of up to \$10,000,000, to a Second Mortgage granted by the Mortgagor hereunder to the Pennsylvania Housing Finance Agency securing a loan of \$2,558,837, to a Third Mortgage granted by the Mortgagor hereunder to the Philadelphia Housing Development Corporation securing a loan in the original principal amount of \$3,750,000, and to any extensions, modifications, amendments or replacements thereof; (the "Superior Mortgages" securing the "Superior Loans" all documents together evidencing, supporting or securing the Superior Loans the "Superior Loan Documents").

**PROVIDED ALWAYS**, and these presents are upon this express condition, that if the Mortgagor shall well and truly pay unto the Mortgagee, the sums of money mentioned in the Note, the interest thereon, and all other payments to be made by the Mortgagor hereunder without any deduction or credit for any amount payable for taxes, then these presents and the estate hereby granted shall cease, determine and be void.

**AND** the Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.

2. The Mortgagor will pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, hereinafter collectively referred to as "Impositions" (unless such Imposition is being contested in good faith through appropriate proceedings) and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject. Upon Mortgagee's request from time to time, Mortgagor shall deliver to Mortgagee evidence acceptable to Mortgagee of such payment.

3. This Mortgage and the Note were executed and delivered to secure moneys to be disbursed to the Mortgagor by the Mortgagee on account of a loan evidenced by the Note, for the purpose of acquiring, constructing and developing the Mortgaged Property referred to in the Note, and for such other purpose, if any, described or referred to therein.

4. No building or other material structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, except as anticipated herein, nor will the Mortgagor use, or permit or suffer the use of, any of the Mortgaged Property for any purpose

other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld. The Mortgagor will maintain the Mortgaged Property and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part thereof, any lien superior to the lien of this Mortgage, with the exception of the Superior Mortgages, and will keep and maintain the same free from the claims of any parties supplying labor or materials which will enter into the construction or installation of any improvements on the Project.

6. (a) Mortgagor will keep the Mortgaged Property insured against loss or damage by fire and any of the risks covered by insurance of the type known as "fire and extended risk coverage" in such amounts and in such manner as required by the Mortgagor's Amended and Restated Limited Partnership Agreement (the "Partnership Agreement").

All such insurance shall be carried in companies approved by the Mortgagee and all policies therefor shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided, any and all premiums on such insurance and shall promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee, no later than thirty (30) days after the payment thereof. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been paid as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.

(b) In the event of loss or damage to the Mortgaged Property, the Mortgagor will give to the Mortgagee immediate notice thereof by mail, and subject and subordinate to the Superior Mortgages, the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment thereunder for such loss to the Mortgagor and the Mortgagee jointly unless the amount is payable to the holder of the Superior Mortgages.

Should a casualty loss occur, subject to the provisions and rights of the holder of the Superior Mortgages, Mortgagor shall have the right to rebuild the Project and to use all available insurance proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Mortgagee for repayment of the Loan or if such proceeds are insufficient then Mortgagor shall have funded any deficiency, (b) Mortgagee shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty affects only part of the Project and Mortgagor determines total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment

of the Loan in a manner that provides adequate security to Mortgagee for repayment of the remaining balance of the Loan.

Subject to the conditions of the Superior Loan Documents, if the Mortgagor either does not exercise the right to rebuild, or cannot meet the conditions to rebuild as set out above, the insurance proceeds or any part thereof if received by the Mortgagee may be applied by the Mortgagee, in reduction of the indebtedness hereby accrued. In the event of foreclosure of this Mortgage, or of any transfer of title to the Mortgaged Property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force subject to the rights and interest of the holder of any such prior lien shall pass to the grantee acquiring title to the Mortgaged Property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

7. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee, after written notice to the Mortgagor, may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorneys' fees incurred thereby), with interest thereon from the date of such payment, at the rate of one (1%) percent per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

8. The outstanding principal amount owing on the Note which at that time has not been repaid together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor or upon the filing of a petition by or against the Mortgagor under the provisions of any state insolvency law, or under the provisions of the Bankruptcy Code of 1978, as amended, or an involuntary petition filed against Mortgagor under such law that is not dismissed within sixty (60) days, or upon the making of the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The following shall each constitute an Event of Default:

- (a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, within thirty (30) days of Mortgagee's mailing written notice of such failure to Mortgagor;
- (b) Non-performance, in any material respect, by the Mortgagor of any material covenant, agreement, term or condition of this Mortgage or the Note or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness within thirty (30) days of Mortgagee's giving written notice of such non-performance to Mortgagor; provided, however, if the default cannot be

cured within the said thirty- day period and delay in the exercise of a remedy would not, in Mortgagee's sole judgment, cause any material harm to Mortgagee, then Mortgagor shall begin to cure such nonperformance within said thirty- day period and proceed thereafter, diligently and in good faith to cure such nonperformance until fully cured.

- (c) The sale, lease, other than leases in the ordinary course of business to eligible tenants of the Mortgaged Property, or other transfer of any kind or nature of the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee which consent shall not be unreasonably withheld; or
- (d) An Event of Default under any other mortgage on the Mortgaged Property and the expiration of any notice and cure period related thereto.

Notwithstanding anything to the contrary contained herein, Mortgagee shall provide the Mortgagor and Mortgagor's limited partner, identified in Paragraph 13 hereof (the "Limited Partner"), notice of any occurrence described above and the Mortgagor and Limited Partner shall be provided at least thirty (30) days to cure any such occurrence (or such longer period as is reasonably necessary to cure such occurrence, provided that the Mortgagor or Limited Partner proceeds with due diligence to cure such default). Mortgagee shall accept or reject any cure of a default made or tendered by the Limited Partner within the time for cure required herein on the same basis as if made or tendered by Mortgagor on its own behalf. Upon the occurrence of an Event of Default and expiration of any applicable cure period, Mortgagee may, at its option, declare the entire principal balance of the Note, together with interest thereon and all charges due hereunder, immediately due and payable. Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof.

9. The Mortgagee may from time to time cure each default under the covenant or agreement in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid (if any) by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee; and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

10. (a) After the happening of any Event of Default, which has not been cured within the applicable cure period, the Mortgagor shall upon demand of the Mortgagee surrender possession of the Mortgaged Property to the Mortgagee, and the Mortgagee may enter the Mortgaged Property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured. All such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and, subject to applicable law, the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the Mortgaged Property or any part thereof the Mortgagor agrees to surrender possession of the Mortgaged Property to the

Mortgagee immediately after any such default hereunder, which has not been cured within the applicable cure period and if the Mortgagor remains in possession at such time, such possession shall, at Mortgagee's option be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to (1/12th) of the aggregate of the taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the Mortgaged Property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default at the expiration of the applicable notice period without cure thereof as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

11. Upon the happening of an Event of Default, Mortgagee may institute an action of mortgage foreclosure, or take such other action at law or in equity for the enforcement of this Mortgage and may proceed therein to final judgment and execution for the entire unpaid balance of the Church Loan, with interest at the rate stipulated in the Note, together with all other sums due by the Mortgagor in accordance with the provisions of the Note and this Mortgage. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the Mortgaged Property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

12. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

13. Notice and demand or request may be made in writing and may be served in person or by registered or certified mail return receipt requested to respective parties at address first above written or at such other address as each party may from time to time designate for itself by giving written notice thereof as provided herein. A copy of all notices, demands or requests to Mortgagor shall be provided to the Limited Partner at:

NEF Assignment Corporation  
10 South Riverside Plaza, Suite 1700 \_  
Chicago, IL 20206  
Attention: General Counsel

14. The Mortgagor will not assign the rents, if any, in whole or in part, from the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee except in connection with the Superior Mortgages.

15. Notwithstanding anything set forth herein, it is agreed between the Mortgagor and Mortgagee that any Event of Default which occurs in any mortgage on the Mortgaged Property, having a priority of lien, ahead of this Mortgage, subject to the notice and cure provisions of such mortgage shall automatically constitute an Event of Default under this Mortgage giving the Mortgagee all the rights set forth herein upon the occurrence of an Event of Default.

16. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor, its successors and assigns, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property, and shall be binding upon and inure to the benefit of the Mortgagee, its successors and assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally under all the provisions hereof. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders.

17. This Mortgage is made, executed and delivered in the Commonwealth of Pennsylvania and shall be interpreted under the laws of the Commonwealth of Pennsylvania.

18. If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in favor of Mortgagee in order to effect the provisions hereof.

19. Notwithstanding any right granted to any Limited Partner by the General Partner pursuant to the Partnership Agreement (including, without limitation, the right of the Limited Partner to cause the General Partner to guarantee any operating cash deficits), the Mortgagee shall not have any right to, and shall not attempt to claim or assert any benefit or otherwise attempt to enforce, on its own behalf or on behalf of any other entity, any such benefit set forth in the Partnership Agreement. The Mortgagee further hereby agrees it is not a third party beneficiary of any rights or benefits granted to any limited partner under the Partnership Agreement or any related documents.

20. In the event that the Mortgaged Property, or any part thereof, shall be taken in condemnation proceedings or by the exercise of any right of eminent domain or bona fide sale in lieu thereof (hereinafter collectively referred to as "condemnation proceedings"), Mortgagor and Mortgagee shall have the right to participate in any such condemnation proceedings. Should a condemnation loss occur, subject to the provisions and rights of any holder of a Superior Mortgage, Mortgagor shall have the right to rebuild the Project, and to use all available condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Mortgagee for repayment of the Loan or if such proceeds are insufficient then Mortgagor shall have funded any deficiency, (b) Mortgagee shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of condemnation proceeds for rebuilding under



a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Mortgagee for repayment of the remaining balance of the Loan.

The award that may be made in any such condemnation proceedings and the proceeds thereof or the agreed upon compensation for damages sustained shall be applied by Mortgagee, in such order and amounts as Mortgagee, in its sole discretion, may elect, in reduction of the outstanding principal balance of the Note, all accrued and unpaid interest thereon, or any other sum due under and/or secured by the Note or this Mortgage, whether or not then due, subject to the Superior Mortgages. Mortgagor retains the sole and exclusive right to apply any and all condemnation proceeds received against the then outstanding principal balance due under the Note, provided, that, if no Event of Default then exists and further provided, that, Mortgagor has sufficient condemnation proceeds and/or equity to complete the repairs to the improvements then Mortgagor shall apply the condemnation proceeds toward repair and restoration.

21. The Limited Partner shall have the right, but not the obligation, to cure any Event of Default by Mortgagor under this Mortgage or any default under the Note, and Mortgagee shall accept performance by Limited Partner of any obligation of Mortgagor thereunder as though tendered by Mortgagor itself, provided such performance by Limited Partner has occurred during the applicable cure period, if any, provided to Mortgagor thereunder with respect to such default or Event of Default.

22. So long as the Note has not been paid in full, Mortgagor shall not, without the prior written consent of Mortgagee or any holder of a Superior Mortgage: (i) sell, transfer, convey or assign the Mortgaged Property, or any part thereof, or any interest therein, including but not limited to, an equitable interest in the Mortgaged Property, or any part thereof, to any party; (ii) permit the sale, transfer, conveyance or assignment of the Mortgaged Property or any part thereof or any interest therein, either voluntarily or by operation of law; or (iii) except as provided below, allow the addition, removal or withdrawal of any general partner, whether voluntary or involuntary, without the Mortgagee's consent, which such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, if the Mortgagor is a limited partnership, any limited partner may sell, convey, assign or transfer limited partnership interests without Mortgagee's consent. Notwithstanding anything to the contrary contained herein, or in any of the Loan Documents, if the Limited Partner removes the General Partner in accordance with the terms of the Partnership Agreement, such removal shall not constitute a default under the Loan Documents, provided that, any required substitute general partner is selected with reasonable promptness.

23. This Agreement may be executed in multiple counterparts, each of which together shall constitute one and the same original.

24 Notwithstanding anything to the contrary herein, during the period of the "Standstill Restrictions" as defined in the Note, the Mortgagee will not commence (i) foreclosure proceedings with respect to the Mortgaged Property under the Loan Documents) or exercise any other rights or remedies it may have under the Loan Documents, including, but not limited to,

accelerating the Loan, collecting rents, appoint (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder; or (ii) join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Mortgagor unless the Limited Partner approves such exercise of such remedy in writing.

25. Mortgagor by executing this Mortgage, and Mortgagee by accepting this Mortgage, agree that no modification, assignment or amendment of this Mortgage, including without limitation changes to the interest rate, maturity, payment terms, or any waiver, reduction or deferral of the foregoing, shall be effective without the prior written consent of the Limited Partner, which may be withheld, conditioned or delayed in the sole and absolute discretion of the Limited Partner.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

Old First House LP  
By: OFH Ventures, Inc., its General Partner

BY: \_\_\_\_\_  
Name: David La Fontaine  
Title: President

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF PHILADELPHIA :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the President of OFH Ventures, Inc., a corporation, and the General Partner of Old First House LP, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President on behalf of the Partnership.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

I hereby certify that the address of Mortgagee, the MINISTER, TRUSTEES, ELDERS AND DEACONS OF THE GERMAN REFORMED CONGREGATION IN THE CITY OF PHILADELPHIA IN THE PROVINCE OF PENNSYLVANIA is 151 N. 4th Street, Philadelphia, PA 19106.

BY: \_\_\_\_\_