

GROUND LEASE

THIS GROUND LEASE (“Lease”) is dated _____, 2023 to be effective _____, 2023 (the “Effective Date”) by and between the Ministers, Trustees, Elders and Deacons of the German Reformed Congregation in the City of Philadelphia in the Province of Pennsylvania (“Landlord”), chartered in 1765, with its principal office at 151 N. 4th Street, Philadelphia, PA 19106, and Old First House LP, a Pennsylvania limited partnership, (“Tenant”), having its principal office at 1501 Cherry Street, Philadelphia, PA 19102.

W I T N E S S E T H:

WHEREAS, Landlord is the owner of that certain parcel of land known as 322-340 Race Street, Philadelphia, PA, 19106 (the “Landlord’s Property”) and all improvements and appurtenances thereto, as legally described in Exhibit “A” attached hereto. Tenant desires to lease a portion of Landlord’s Property consisting of approximately 9,365 square feet, as legally described in Exhibit “B” attached hereto (the “Leased Premises”), upon which Tenant intends to erect a mid-rise building (“Building”) for the primary purpose of providing rental housing for low income persons and space for the two units of commercial space on the first floor, including the demolition and incorporation of existing improvements located on the Leased Premises as of the Effective Date (the “Project”). This Lease is in furtherance of Landlord’s exempt purposes and continuation of its mission to provide shelter to the homeless and displaced in Philadelphia.

1. LEASED PROPERTY AND TERM.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Premises together with all non-exclusive access, utility and/or drainage rights affecting, serving or otherwise appertaining thereto, and hereby conveys fee title to all improvements and appurtenances located on the Leased Premises as of the Effective Date.

TO HAVE AND TO HOLD the same, commencing on the Effective Date and expiring on the ninety-ninth (99th) anniversary of the last day of the month in which the Effective Date occurs (the “Lease Term”).

2. RENTAL.

A. Lump Sum Rent Payment. Tenant agrees to pay to Landlord rent for the entire Lease Term in the amount of One Million Eight Hundred Sixty-Seven Thousand Eight Hundred Nine Dollars (\$1,867,809.00) (“Rent”). The entire Rent shall be due on the Effective Date and Landlord hereby acknowledges receipt of the same.

B. Church Lease. As further consideration for this Lease, the Tenant shall, following completion of construction of the Building, enter into a lease agreement with Landlord in a form substantially as attached hereto as Exhibit “C” (the “Church Lease”) for the Landlord’s use of approximately 2,214 square feet of commercial space on the first floor of the Building as office and program space for Landlord (the “Church Space”).

C. Responsibility for Taxes, Maintenances, Capital Items, Utilities. The cost of connecting all applicable utilities to the Leased Premises and Building, including, but not limited to, light, heat, power, sewer, water, cable TV, fiber optic cables, and ethernet or wireless internet access, shall be the responsibility

of the Tenant, as shall the usage charges for the same, other than the usage charges which are the responsibility of the Landlord under the Church Lease. During the term of the Lease, Tenant shall be responsible, at its sole cost and expense, for all costs and expenses relating to the operation and maintenance of the Leased Premises and Building, including the payment of all applicable Taxes (as hereinafter defined), and Tenant shall pay and perform all of the foregoing itself, except for such costs and expenses which are the responsibility of the Landlord under this Lease or under the Church Lease.

3. USE AND OCCUPANCY; CONSTRUCTION OF BUILDING.

A. Tenant's Use and Occupancy. Tenant shall have the right at all times to use the Leased Premises for the primary purpose of providing housing and supportive services for low income persons in accordance with Section 42 of the Internal Revenue Code, for providing 2,214 square feet of rental space to the Landlord pursuant to the Church Lease, and an additional 2,415 square feet of commercial space, to be leased to Community Ventures, a Pennsylvania nonprofit corporation, pursuant to a commercial master lease (the "Master Lease") and subleased to one or more commercial subtenants (collectively, the "Intended Use"). Tenant may not change or deviate from the Intended Use without the written consent of Landlord and Tenant's Limited Partner (defined below). Notwithstanding anything to the contrary herein, Tenant shall not use the Leased Premises for Prohibited Uses, as set forth in Exhibit E, attached hereto.

B. Construction of Building.

(i) Landlord and Tenant agree and intend that title to all buildings, materials, and improvements existing on the Leased Premises as of the Effective Date shall vest in Tenant as of the Effective Date, and may be demolished, disposed of, relocated, and/or incorporated into the Project in accordance with the Plans and Specifications (as defined hereunder). Any buildings, materials, or improvements so incorporated will be deemed part of the Building and the Project as defined herein.

(ii) Tenant has contracted with O Z Collaborative LLC ("Tenant's Architect") to serve as the design and construction administration architect for construction of the Building. The Tenant's Architect has prepared plans and specifications for the Building (the "Plans and Specifications"), most recently revised on January 27, 2023, which are in conformity with all applicable laws and regulations and suitable for the operation of the Intended Use and the remainder of Tenant's Work (as hereinafter defined), and which have been approved by Landlord. If Tenant intends to make any material changes to the Plans and Specifications affecting the size, position, exterior design, massing, or relationship of the Building to surrounding structures ("Material Changes"), Tenant shall submit a written request to Landlord, together with updated plans and specifications clearly indicating the proposed Material Changes, and the reasons therefor. Landlord shall approve or disapprove, in writing, any Material Changes on or before the tenth (10th) business day after Landlord's receipt of such submission. Failure of Landlord to respond within such 10-business day period shall be deemed approval. Should Landlord disapprove any submission of Tenant's Final Plans and Specifications pursuant to this Section, Landlord shall specify, in writing, the reason therefor, and what corrective action, if any, can be taken. However, notwithstanding the foregoing, to the extent that any Material Change requires a vote of the Board of the Landlord, the Landlord shall have 15 business days after Landlord's receipt of such submission to approve or disapprove, and in such case, failure of the Landlord to respond within such 15- business day period shall be deemed denial.

(iii) Tenant has obtained, or will diligently seek and obtain, all governmental and quasi-governmental approvals necessary in connection with the construction of the Building and the remainder of Tenant's Work and the operation of the Tenant's Intended Use upon the Leased Premises (collectively, the "Approvals"). The Approvals shall include, without limitation, all building permits and licenses, the payment of all required utility and development fees, any permanent permits for, without limitation, excavation, grading or other site work for the Leased Premises, and other licenses and permits which may

be required to construct the Building and certain additional improvements necessary for completion of the Leased Premises, including, but not limited to, all curbing, sidewalk, and landscaping improvements on and surrounding the Leased Premises and all other improvements on and surrounding the Leased Premises, including, but not limited to, the following: the installation of telephone lines as required by Tenant and the installation of all utilities conduits and connections as required by Tenant (all such work to construct the building, improvements, and appurtenances collectively, "Tenant's Work"), all as set forth in the Plans and Specifications. Landlord shall cooperate and assist Tenant, with respect to Tenant obtaining Tenant's Approvals. Tenant has negotiated and executed a general contract to complete the Building and Tenant's Work. Tenant shall cause its general contractor (the "Contractor") to commence, and with due diligence proceed to construct and complete, Tenant's Work in accordance with the Plans and Specifications. Tenant's Work shall be completed in accordance with the following provisions:

(a) Tenant hereby indemnifies and holds Landlord and Landlord's agents and contractors harmless from and against any and all loss, liability, and expense (including without limitation, reasonable attorney's fees and court costs) incurred by Landlord or its agents or contractors relating in any way to the performance of Tenant's Work, except to the extent caused by the negligence or misconduct of Landlord and Landlord's agents and contractors as determined by a final and non-appealable judgment from a court of competent jurisdiction;

(b) Tenant shall require the Contractor to be responsible for labor peace during the construction of the Building and at all times use its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes, where reasonably possible and practical under the circumstances.

(c) Tenant shall cause the Contractor to maintain continuous protection of adjacent property and improvements against damage by reason of Tenant's Work; and

(d) Upon completion of Tenant's Work, Tenant shall, at Tenant's sole cost and expense, furnish Landlord with each of the following:

1. As-built plans which accurately detail all deviations from the Plans and Specifications made during the course of construction, within sixty (60) days after issuance of a certificate of occupancy;

2. A certificate of occupancy, or any equivalent permit or certificate required or issued by any governmental body in connection with the use of the Tenant's Building within sixty (60) days of the issuance thereof; and

3. Mechanic's lien releases from Tenant's Contractor and all contractors, subcontractors, suppliers and other parties who otherwise, in the event of nonpayment, may be entitled to file a lien against the Leased Premises.

4. ALTERATIONS AND IMPROVEMENTS BY TENANT; SIGNS.

A. Material Alterations. Following completion of the Building, Tenant shall not make any material alterations, installations, removals, additions or improvements in or to the exterior or common areas of the Building without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, to the extent such material alteration, installation, removal, addition or improvement would materially interfere with Landlord's use of the

portions of Landlord's Property which are apart from the Leased Premises, such consent shall be at the sole discretion of the Landlord.

B. Signs.

During the term of this Lease, Tenant shall be permitted to install any signage at the Leased Premises that it desires, with the consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed, provided that the same shall be professionally prepared and shall comply with all applicable laws. Notwithstanding the foregoing, Landlord's consent, at Landlord's sole discretion, shall be required for any signage at the Leased Premises that requires a zoning variance or that would materially interfere with Landlord's use of the portions of Landlord's Property which are apart from the Leased Premises, or the Church Space.

5. MAINTENANCE OF IMPROVEMENTS.

Except for responsibilities specifically assumed by the Landlord under the Church Lease, Tenant, and its permitted assignees, subtenants, licensees and franchisees, shall at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in good repair and condition all improvements at any time erected or placed on the Leased Premises, including without limitation, the following: cleaning, sweeping, and other janitorial services; snow and ice removal; sanitation, including maintenance of refuse receptacles and trash disposal; maintenance of existing landscaping; maintenance signs and other markers; upkeep of lighting and other utilities; electricity and other utilities consumed in connection with the operation of the Leased Premises; the cost of personnel to implement all of the services indicated above; the cost of utilities, repair and maintenance of any building, directional, monument and pylon signs situated upon the Leased Premises; the cost of complying with any legal requirements applicable to the Leased Premises; repairs to plumbing and electrical systems located in and servicing the Leased Premises.

6. INDEMNITY.

Tenant shall defend, indemnify and hold harmless the Landlord and all of its respective officers, directors, members, employees, volunteers, agents, and all of its respective successors and assigns ("Indemnified Parties") against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Landlord by reason of any of the following which shall occur during the term of this Lease, or during any period of time prior to the date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Leased Premises: (1) any work or act done in, on or about the Leased Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, licensees or invitees; (2) any negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; (3) any accident, injury or damage to any person or property occurring in, on or about the Leased Premises or any part thereof caused by Tenant, its agents, contractors, subcontractors, servants, employees, licensees or invitees; and (4) any failure on the part of Tenant to perform or comply with any of the covenants of this Lease. Notwithstanding the above, Tenant shall not be responsible for indemnifying or holding harmless the Indemnified Parties for or against any liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, to the extent caused by the negligence or misconduct of the Landlord or its respective agents, contractors, subcontractors, servants, employees, licensees or invitees as determined by a final and non-appealable judgment from a court of competent jurisdiction.

7. INSURANCE.

A. Tenant's Insurance. At all times during the term hereof, Tenant shall maintain in full force and effect with respect to the Leased Premises and Tenant's use thereof, comprehensive public liability insurance naming Landlord and the Indemnified Parties, and such other parties as Landlord may request as additional insureds, covering injury to persons in amounts at least equal to \$2,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The insurance shall be carried by insurance companies authorized to transact business in Pennsylvania, selected by Tenant and with an AM Best rating of B+ or better. Each such policy shall provide that it shall not be cancelable without at least thirty (30) days prior written notice to Landlord and shall be issued by an insurer and in a form satisfactory to Landlord. Tenant shall lodge with Landlord certificates of such insurance, in a form acceptable to Landlord, at or prior to the Effective Date, together with evidence of paid-up premiums, and shall lodge with Landlord renewals thereof at least fifteen (15) days prior to expiration. In addition to the foregoing, Tenant shall also be responsible, at Tenant's own cost, to keep and maintain insurance in respect of and covering Tenant's own equipment and other personal property, all insured for the replacement cost thereof, against all risks and hazards.

B. Compliance with Insurance Requirements. Tenant agrees that it will not violate or permit to be violated any term or condition of any insurance policy or policies provided for in this Section 7 and shall comply with and satisfy all requirements of the insurers issuing such policy or policies.

C. Landlord's Insurance. During the term of the Lease, Landlord shall keep in force and effect comprehensive general liability insurance carried by insurance companies authorized to transact business in Pennsylvania in a combined single limit of at least two million dollars (\$2,000,000.00) with respect to injury or death and damage to property. Such liability insurance shall contain endorsements for cross-liability and for assumed contractual liability for liabilities assumed by Landlord under this Lease.

D. Waiver of Claims. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if, and to the extent, that any such loss or damage is covered by insurance (other than self-insurance) benefiting the party suffering such loss or damage or was required to be covered by insurance (other than self-insurance) pursuant to this Section 7. The provisions of this Section 7 shall prevail over any conflicting provision in the Lease, it being the intention of Landlord and Tenant that wherever applicable the waiver of subrogation contained in this Section 7 shall take precedence over any other provision providing for the liability of one party to the other.

8. SURRENDER OF LEASED PREMISES; TITLE TO BUILDING.

A. Project Liens. Title to the Building shall be and remain in Tenant until the expiration of the Term, unless this Lease shall be terminated sooner as herein provided, and during the Term, Tenant alone shall be entitled to, and responsible for, all of the attributes of ownership, including, without limitation, the tax attributes, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, as well as all other benefits for federal income tax purposes. At the expiration of this Lease, title to the Building shall automatically vest in Landlord. Tenant and any parties occupying the Leased Premises shall quit and surrender the Leased Premises and the improvements left thereon to Landlord broom clean and in good condition and repair. Tenant shall be responsible for ensuring that at that time the Building is free and clear of all liens and in good condition, including without limitation, the liens obtained to finance the initial construction of the Building, all of which are set forth on Exhibit "D"

attached hereto (the “Project Liens”), which Tenant shall have removed prior to the date that is the sooner of: (1) forty-five (45) days after the full payoff of the loan related to the creation of such lien; (2) forty-five (45) days after the maturity date of the loan related to the creation of such lien; or (3) the 50th anniversary of the Effective Date. Tenant shall also execute all legal instruments necessary to document the transfer of the Building. Tenant’s obligations under this Section shall survive the expiration or sooner termination of the term of this Lease.

B. Additional Liens. Landlord acknowledges that all or part of the original financing related to the Project may be modified or amended prior to the maturity of the same. Tenant agrees to obtain Landlord’s written approval in conjunction with any said modifications or refinancings and Landlord agrees that it shall reasonably cooperate with Tenant in conjunction with the same and that such approval shall not be unreasonably withheld, conditioned, or delayed. Landlord also acknowledges that additional liens may be created in conjunction with such modifications and/or refinancings. Tenant acknowledges that it shall have the same obligation with respect to these additional liens that it has with respect to the Project Liens with respect to the ultimate removal of such liens so that, with respect to the additional liens, Tenant shall have them removed prior to the date which is the sooner of: (1) forty-five (45) days after the full payoff of the loan related to the creation of such lien; (2) forty-five (45) days after the maturity date of the loan related to the creation of such lien; or (3) the 99th anniversary of the Effective Date.

9. ASSIGNMENT AND SUBLETTING.

A. Landlord’s Consent Required. Tenant shall not assign this Lease or sublet all or any part of the Leased Premises or permit the Leased Premises or any part thereof to be occupied by others without Landlord’s prior written consent, but Tenant is permitted to enter into subleases for portions of the Building to eligible residential tenants pursuant to a form of lease reasonably acceptable to Landlord, Tenant is permitted to enter the Master Lease (which has been approved as to form by Landlord as of the Effective Date), and Tenant is permitted to enter into the Church Lease (collectively, the “Permitted Subleases.”); provided, however, that Landlord shall have no obligation to grant its consent to any assignment of this Lease or sublet of all or any part of the Leased Premises to any entity who intends to use the Leased Premises in any manner inconsistent with the Intended Use. If Tenant shall desire to assign this Lease or sublet any of the Leased Premises other than pursuant to the Permitted Subleases, Tenant shall comply fully with Section 9(B) hereof and shall provide to Landlord an executed counterpart of such proposed assignment or sublease, in recordable form, and pertinent information concerning proposed assignee, including such information as Landlord shall reasonably request. Except as otherwise provided herein, any attempted transfer, assignment, subletting, or hypothecation absent Landlord’s consent as required, shall be void and confer no rights upon any third party. Any assignment of this lease from Tenant by liquidation, merger, the transfer of control of a general partnership interest in Tenant, by operation of law or otherwise, shall constitute an assignment requiring Landlord’s consent under this Section, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, no consent of Landlord shall be required, and it shall not constitute a transfer if the Limited Partner removes Tenant’s general partner pursuant to the Partnership Agreement (defined below), and replaces it with an affiliate of the Limited Partner.

B. Assumption by Transferee. Notwithstanding any provision in this Lease to the contrary, no assignment, transfer, conveyance or sublease (excluding Permitted Subleases) requiring Landlord’s consent shall be effective unless it shall expressly provide that the transferee has assumed all of Tenant’s obligations under this Lease and has agreed to perform and observe the terms, covenants and conditions in this Lease on Tenant’s part to be performed and, if a sublease, that Landlord is a third party beneficiary of the obligations of the transferee to pay rent and perform all of its obligations under this Lease, any sublease or,

if an assignment, that Landlord is a third party beneficiary of the obligations of the Transferee to pay rent and perform all of the obligations of Tenant under this Lease; no sublease may be for a term or terms which shall expire subsequent to the expiration of the term of this Lease; each sublease shall be subject and subordinate to the rights of Landlord under this Lease; and no assignment, transfer, conveyance or sublease nor the acceptance of rent by Landlord from an entity not a party hereto on the Effective Date hereof shall impair, affect or reduce any of the obligations of Tenant hereunder.

C. Permitted Leasehold Mortgages. Notwithstanding the above, if there are no outstanding uncured Events of Default hereunder by Tenant, Tenant shall be permitted to assign Tenant's interest under this Lease as collateral security to a bank, or other institutional, nonprofit or governmental lender (a "Leasehold Mortgage") for a loan or loans the proceeds of which shall be used for the construction, repair, replacement, maintenance, or rebuilding of the Project including refinancing, replacement and substitution for such loans, provided that no such mortgage, pledge, or encumbrance shall attach to Landlord's fee interest in the Leased Premises (each of the foregoing, hereafter, a "Permitted Leasehold Mortgage"). With respect to a Permitted Leasehold Mortgage, the following provisions shall apply:

(i) Tenant shall provide Lender with prompt written notice of any Permitted Leasehold Mortgage, and shall provide prompt notice to Landlord of any asserted default against Tenant under any Permitted Leasehold Mortgage; provided, however, Landlord acknowledges and approves of the Project Liens.

(ii) When giving notice to Tenant with respect to any default under the provisions of this Lease, Landlord will also send a copy of such notice to each Leasehold Mortgagee and the Limited Partner, provided that such Leasehold Mortgagee shall have delivered to Landlord in writing a notice naming itself as the holder of such leasehold mortgage and registering the name and post office address to which all notices and other communications to it may be addressed. Landlord's failure to provide notice to any Leasehold Mortgagee under the terms of this provision shall have no impact on the legitimacy of any notice of default provided to Tenant by Landlord.

(iii) The Leasehold Mortgagee and/or Limited Partner (as defined in the Amended and Restated Agreement of Limited Partnership of Tenant, to be entered into on or about the date hereof, as amended (the "Partnership Agreement")) shall be permitted to cure any default by Tenant within the same period given to Tenant to effect such cure, whether the default consists of the failure to pay money or the failure to perform any other matter or thing which Tenant is required to perform.

(iv) Landlord agrees to accept payment or performance by the Leasehold Mortgagee and/or Limited Partner as though the same had been done by Tenant.

(v) In the case of a default by Tenant other than in the payment of money, and provided that the Leasehold Mortgagee and/or Limited Partner has commenced to cure the default and is proceeding with due diligence to cure the default, Landlord will refrain from terminating the Lease for a reasonable period of time within which time Leasehold Mortgagee may either (a) obtain possession of the Leased Premises (including possession by receiver); (b) institute foreclosure proceedings and complete such foreclosure, or (c) otherwise acquire Tenant's interest under the Lease. The Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which was the subject of the notice shall have been cured.

(vi) Any Leasehold Mortgagee may become the holder of Tenant's leasehold estate and succeed to Tenant's interest in the Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure. Any Leasehold Mortgagee so acquiring Tenant's interest in the Lease shall do so subject to all of the representations and covenants made by Tenant under this

Lease, including, without limitation, the provisions of Section 3 relating to the use and occupancy of the Leased Premises and the provisions of this Section 9 relating to assignment and subletting, and shall covenant that for the remainder of the Term, the Leased Premises shall be operated in accordance with the Intended Use by a financially stable entity with the same general track record, experience, and reputation of the Tenant (a “Permitted Substitute”). If the acquiring Leasehold Mortgagee is not itself a Permitted Substitute, it shall be permitted to engage a third party to serve as a Permitted Substitute for the remainder of the Term.

10. ENVIRONMENTAL.

A. Environmental Laws/Indemnity. Tenant agrees (i) to refrain from engaging in any activity which is in violation of the Environmental Laws (as hereinafter defined) and/or which will involve the use, placement, handling, discharge, generation, production, storage, treatment, disposition, or transportation of any Hazardous Substances (as hereinafter defined), except to the extent that such use is incidental to the use, enjoyment, operation or maintenance of the Leased Premises for its Intended Use (“Permitted Use”), provided that such Permitted Use is in compliance with Environmental Laws; (ii) to use reasonable efforts to ensure that its agents, partners, employees, contractors, invitees, servants, subtenants, officers, licensees, franchisees, successors, assigns, customers and any other occupants of the Leased Premises claiming by or through Tenant (“Indemnitors”) do the same; (iii) to clean up at its own expense any environmental hazard or contamination to the extent caused by any violation of this Lease by Tenant or by the negligence, willful misconduct or act or acts of omission of Tenant or any of the Indemnitors if required by Environmental Law; and (iv) to indemnify, hold harmless and (at the sole option of Landlord and at Tenant’s sole cost and expense) defend Landlord, its successors, assigns and their respective officers, partners, agents, employees, contractors, and mortgagees (the foregoing collectively referred to as the “Indemnitees”), and Landlord’s tenants, invitees, servants, licensees, from and against any and all claims, damages, obligations, charges, demands, fines, judgments, penalties, liabilities, lawsuits, causes of action, proceedings, costs, losses, and expenses (including, without limitation, any and all sums paid for settlement of claims and reasonable attorneys’ and other professional fees) arising from any conduct, activity, act, omission, or operation involving the use, handling, generation, treatment, storage, disposal, or release of any Hazardous Substances in, from, or to the Leased Premises, unless such claims, damages and expenses result from the direct actions of the Indemnitees. Tenant’s obligation to defend the Indemnitees against any such claims relating to the existence of Hazardous Substances in, under, or upon the Landlord’s Property or the Leased Premises, and which are not the direct result of the actions of the Indemnitees shall include, without limitation, at Landlord’s election, Tenant’s obligation to retain counsel, consultants and experts of Tenant’s choice and reasonably approved by Landlord. If Landlord elects to maintain its own defense, then Tenant shall pay to Landlord all reasonable costs and expenses therefor. In the event Tenant shall settle any or all third-party claims in which Landlord shall be named as a defendant, Tenant shall not enter into such settlement without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right, at its sole cost and expense (except as otherwise set forth in this Section to join and participate in any settlement discussions, remedial actions, legal actions or other proceedings or actions in connection with matters described in this Section.

B. Hazardous Substances/Environmental Laws. “Hazardous Substances” for purposes of this Section means and includes petroleum, petroleum by-products (including, but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas products and/or any hazardous substances or material, waste, pollutant or contaminant, defined as such in (or for the purposes of) the Environmental Laws. “Environmental Laws” means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation Recovery Act, as amended, the Clean Air Act, the Clean Water Act, any “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (to the extent actually known by Tenant),

regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substances as may now or at any time hereafter be in effect during the Term of this Lease.

C. Notices and Documentation. Tenant will notify Landlord of any of the following actions affecting Landlord, Tenant or the Property that result from or in any way relate to Tenant's use of the Property immediately after receiving notice of the same: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Environmental Laws; (ii) any Claim made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances; and (iii) any reports, records, letters of inquiry and responses, manifests or other documents made by any person, including Tenant, to or from any environmental agency relating to any Hazardous Substances, including any complaints, notices, warnings, or asserted violations. Tenant will also deliver to Landlord, as promptly as possible and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or violations relating in any way to the Leased Premises or Tenant's use of the Leased Premises. Upon Landlord's written request, Tenant will promptly deliver to Landlord documentation acceptable to Landlord reflecting the legal and proper disposal of all Hazardous Substances removed or to be removed from the Leased Premises. All such documentation will list Tenant or its agent as a responsible party and will not attribute responsibility for any such Hazardous Substances to Landlord. Tenant will not take any remedial action in response to the presence of any Hazardous Substances in, on, under or about the Leased Premises, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Substances in, on, under or about the Leased Premises, without first notifying Landlord of Tenant's intention to do so and affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord's interest in the Leased Premises.

D. Survival of Obligations. Notwithstanding any provisions in this Lease to the contrary, the representations, warranties, indemnities, covenants and agreements of Landlord and Tenant in this Section 10 shall survive the expiration or sooner termination of this Lease, regardless of the means of such expiration or termination, and shall be binding on all of the Indemnitors described in Section 10(A) hereof.

E. Defense of Actions. Tenant shall pay any final judgments, claims for damages, penalties, or otherwise against Landlord when due, and shall assume the burden and expense of defending all suits, administrative proceedings and resolutions of any description to the extent arising out of the occurrences set forth in this Section 10. In the event that such payment is not made, Landlord may proceed to file suit against Tenant to compel such payment. Landlord shall pay any judgments, claims for damages, penalties or otherwise against Tenant when due, and shall assume the burden and expense of defending all suits, administrative proceedings and resolutions of any description to the extent arising out of the occurrences attributable to the Indemnitees as set forth in this Section 10. In the event that such payment is not made, Tenant may proceed to file suit against Landlord to compel such payment.

11. DESTRUCTION AND DAMAGE.

A. Destruction or Damage to Improvements. If the Leased Premises and the improvements thereon are destroyed or damaged in whole or in part at any time during the term of this Lease, then Tenant shall, subject to the rights of any applicable lienholders: (i) promptly give written notice of said destruction or damage to Landlord and, at Tenant's sole cost, restore the Leased Premises and Building to a neat, attractive, and architecturally similar condition of comparable quality, with this Lease remaining in full force and effect; or (ii) if such damage or destruction shall occur during the last thirty-six (36) months of the original term of this Lease, either Landlord or Tenant may elect to terminate this Lease within ninety (90) days of Landlord receiving written notice of such damage from Tenant. In the event of any such termination, Landlord shall have the right to require Tenant, at Tenant's sole cost and expense, to demolish

and raze the remaining improvements on the Leased Premises and to restore the Leased Premises to a neat and attractive condition. No termination of this Lease by either Landlord or Tenant pursuant to this Section 11(A)(ii) shall be deemed to release Tenant from Tenant's obligations to surrender the Building and the Leased Premises to Landlord free and clear of all liens under Section 8 of this Lease. Upon any termination of the Lease pursuant to this Section 11, Tenant is hereby deemed to have automatically assigned to Landlord the right to any insurance proceeds that may be available on account of any such damage or destruction to the Leased Premises subject to the rights of any lienholders and, to the extent any insurance proceeds cover the demolition and razing of the Building, subject to the right of Tenant to use the such proceeds to demolish and raze the remaining improvements as required above.

B. No Abatement of Rent. (i) During the term of this Lease, no destruction or damage in whole or in part to the improvements on the Leased Premises shall serve to abate the rent to be paid to Landlord by Tenant hereunder. Tenant shall repair the Leased Premises under Section 11(A)(i) of this Lease, and Tenant shall be entitled to receive all proceeds of Tenant's insurance but Tenant must use all such insurance proceeds to repair and restore the Leased Premises to the condition required by this Lease and to repair or replace its personal property and reimburse it for any other losses sustained.

(ii) Notwithstanding the prior sentence, in the event the Lease is terminated as permitted by Section 11(A)(ii) of this Lease then, to the extent such proceeds cover the demolition and razing of the Building, Tenant may use the proceeds to demolish and raze the remaining improvements as required in subsection A above, The balance of the proceeds of the insurance shall be allocable to the Building and Tenant's permanent improvements, but not to Tenant's personal property. These proceeds shall be shared between the Landlord and Tenant as follows. Landlord shall be entitled to a share of such proceeds determined by multiplying the proceeds by a fraction, the numerator of which is the number of years elapsed in the Term, and the denominator of which is ninety-nine (99), and Tenant shall be entitled to the remaining balance of such proceeds after applying that formula.

C. Tenant's Liability. If Landlord elects to terminate this Lease according to Section 11(A)(ii) above, except as otherwise provided herein to the contrary, Tenant shall not be released from any obligation hereunder for rent, taxes, insurance premiums, or other amounts accrued or payable. Further, Tenant shall not be released from the performance of any of Tenant's covenants and obligations under this Lease for or during any period prior to the effective date of such termination.

D. Lienholders. Landlord and Tenant acknowledge that their respective rights to insurance proceeds as described in this Section 11 are subject to the rights, if any, of lienholders to those proceeds.

12. CONDEMNATION.

A. Total Taking. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all of the Leased Premises are taken, or if so much of the Leased Premises are taken that the Leased Premises (even if the restorations described in Subsection (B) were to be made) cannot be used by Tenant for the purposes for which they were used immediately before the taking, this Lease will end on the earlier of the vesting of title to the Leased Premises in the condemning authority, or the taking of possession of the Leased Premises by the condemning authority (in either case, an "Ending Date"). Also, Landlord and Tenant will apportion the net condemnation award, after deducting Landlord's reasonable attorney fees, legal expenses and related costs, in proportion to their respective interests in the Leased Premises and the Building as of the Ending Date.

B. Partial Taking. If, after a Taking, so much of the Leased Premises remains that the Project can be used for substantially the same purposes for which they were used immediately before the taking, (i) this Lease will end on the Ending Date as to the part of the Leased Premises which is taken, (ii)

prepaid rent will not be refunded but Tenant shall be entitled to participate in the condemnation award to recover an amount equal to but not greater than the proportionate value of its prepaid rent attributable to the part of the Leased Premises which is taken for the unfulfilled balance of the term (iii) at its cost, Tenant will restore so much of the Building as remains to a sound architectural unit substantially suitable for the purposes for which it was used immediately before the taking, (iv) upon the completion of restoration according to clause (iii), Landlord will pay Tenant the lesser of the portion of the net award made to Landlord attributed to the estimated costs to restore the Leased Premises (after deducting from the total award attorneys' and appraisers' fees and other costs incurred in connection with obtaining the award), or Tenant's actual out-of-pocket cost of restoring the Leased Premises, and (v) Landlord and Tenant will apportion the balance of the net award in proportion to their respective interests in the Leased Premises and the Building as of the Ending Date.

C. Tenant's Award. In connection with any taking subject to Subsection (A) or (B), Tenant may prosecute its own claim by separate proceedings against the condemning authority for damages legally due to it.

13. REPRESENTATIONS.

A. Landlord's Representations.

(i) Landlord represents and warrants to Tenant that Landlord has authority to execute, deliver, and perform this Lease, and to take all actions contemplated to be taken by Landlord hereby, including, but not limited to, delivery of possession of the Leased Premises to Tenant free and clear of all leases, subleases, and subtenancies in substantially the same condition as of the date of execution of this Lease (subject, however, to all Project Liens). There is no pending proceeding to which Landlord is a party, or of which it has been given notice concerning any condemnation proceedings, which would materially and adversely affect the Leased Premises. To the best of Landlord's knowledge, there are no actions, suits, investigations, or proceedings pending or threatened to be brought in any court or before any governmental agency which could have a materially adverse effect on the ability of Tenant to operate Tenant's Intended Use on the Leased Premises or delay or prohibit possession of the Leased Premises by Tenant as contemplated by this Lease, nor are there any unsatisfied judgments or consent decrees which could have any such effect. To the best of Landlord's knowledge, it is not in default or violation of any order, writ, injunction, or decree of any court, governmental department, agency, or instrumentality having jurisdiction over the Leased Premises, which relates to the Leased Premises.

(ii) Title to the Land and the Leased Premises on the Effective Date is good and marketable, and free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements and other matters affecting title, except for those matters affecting title listed as Permitted Exceptions (hereafter defined). In addition, Tenant's leasehold estate title shall be insurable under an ALTA Leasehold Policy, subject only to the Permitted Exceptions, by Fidelity National Title Insurance Company or other title company satisfactory to Tenant (the "Title Company") at regular rates. Any liens or encumbrances of an ascertainable nature other than the Permitted Exceptions, which may be removed as exceptions to the title policy to be issued to Tenant by payment of money in satisfaction thereof, have been removed by Landlord prior to or on the Effective Date. The following items are agreed to be "Permitted Exceptions":

(a) The printed exclusions from coverage appearing in the standard form of ALTA Owner's Title Policy (provided that this exception is for insurability purposes only);

(b) Subsurface public utility easements for local distribution, such as for gas, water and sewer lines or electric, telephone or CATV cable, the location of which is generally ascertainable and fixed, provided

that the exercise of the rights thereunder does not and will not interfere with the installation or use of the improvements to be constructed on the Leased Premises;

(c) Surface public utility easements for local distribution along one or more of the property lines and extending not more than ten (10) feet therefrom, the location of which is generally ascertainable and fixed, providing that the exercise of the rights thereunder does not and will not interfere with the use of the improvements on the Leased Premises or the use of that part of the Leased Premises outside of the easements and not occupied by improvements;

(d) Items set forth in Schedule B – Part 2 of Fidelity National Title Insurance Company’s Title Commitment Number PAFN22-3325;

(e) Liens created in conjunction with the financing for the construction of the Building and related improvements.

(f) Landlord represents and warrants to Tenant that, as of the Effective Date, to its knowledge, after due inquiry, the Leased Premises is not in violation of the Environmental Laws. Landlord and Tenant acknowledge that the Landlord has not performed a Phase I Environmental Assessment, and that it is expected that the Tenant will perform a Phase I Environmental Assessment of the Leased Premises in connection with the Project. Other Representations of Landlord.

(g) All instruments and documents required on the part of Landlord to be delivered under this Agreement have been delivered to Tenant and shall be in form reasonably satisfactory to Tenant and its counsel.

(h) All representations and warranties by Landlord set forth in this Lease shall be true and correct in all respects.

(i) No representation, statement or warranty by Landlord contained in Section 13 of this Lease or in any exhibit attached hereto contains any materially untrue statement or omits a material fact necessary to make the statement of fact therein recited not misleading.

(j) Landlord is currently entitled to exemption from real estate tax for Landlord’s Property. Landlord will use commercially reasonable efforts, for the term of this Lease, to maintain its eligibility for real estate tax exemption for Landlord’s Property, and, subject to Tenant’s obligations set forth in Section 14 below, promptly settle all real estate matters which, if unresolved, could give rise to tax liens or other consequences with respect to Landlord’s Property and/or the Leased Premises.

B. Tenant’s Representations. Tenant represents and warrants to Landlord that Tenant has authority to execute, deliver, and perform this Lease, and to take all actions contemplated to be taken by Tenant hereby, including, but not limited to, taking possession of the Leased Premises, constructing improvements on the Leased Premises, and conducting Tenant’s Intended Use on the Leased Premises (subject, however, to the need to obtain the necessary Approvals). There is no pending proceeding to which Tenant is a party, or of which it has been given notice which would materially or adversely affect Tenant’s obligations under this Lease. To the best of Tenant’s knowledge, there are no actions, suits, investigations, or proceedings pending or threatened to be brought in any court or before any governmental agency which could have a materially adverse effect on the ability of Tenant to conduct the Intended Use or delay or prohibit possession of the Leased Premises by Tenant, nor are there any unsatisfied judgments or consent decrees which could have any such effect. Tenant is not in default or violation of any order, writ, injunction or decree of any

court, governmental department, agency or instrumentality having jurisdiction over Tenant or its property which could have an adverse effect on Tenant's ability to perform its obligations under this Lease.

14. REAL ESTATE TAXES.

Beginning on the Effective Date and continuing throughout the term of this Lease, Tenant shall pay or cause to be paid to Landlord, as additional rent, within thirty (30) days of receipt from Landlord of a written invoice therefor, all real estate taxes, assessments, water and sewer rents, impact or developmental fees, rental taxes, and other governmental charges of any kind and nature whatsoever which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect of or become a lien on the Leased Premises and any and all improvements thereon or any appurtenances thereto (collectively, the "Taxes"). Upon the Effective Date of this Lease, Tenant shall reimburse Landlord for any Taxes prepaid by Landlord which are applicable to the Leased Premises and which relate to any period following the Effective Date. All taxes for the years in which the term of the Lease begins and ends shall be prorated, if applicable, between the parties as of the Effective Date or the expiration of the term of this Lease, respectively, on a calendar year basis, so that Tenant shall pay only those Taxes which correspond with the portion of the taxing periods as are within the term of this Lease. In the event the Taxes are not identified or apportioned by the taxing authority at least thirty (30) days before such Taxes are due, provided that Landlord has given Tenant notice in writing setting forth the tax bill and the calculations of the amount of such Taxes due, and provided that Tenant shall pay any late fees owing on such Taxes only if Landlord has given at least thirty (30) days' prior written notice of the due date of such Taxes, Tenant shall pay to Landlord such sums as Landlord, in its reasonable discretion, shall determine to be necessary to pay the Taxes for which Tenant may be liable under this Lease. Any invoice submitted by Landlord to Tenant requesting the payment of Taxes shall be accompanied by a calculation of Tenant's share of such taxes. Landlord shall pay all Taxes for that portion of the then current taxing period which are prior to the Effective Date and subsequent to the expiration date of the term of this Lease. If Tenant shall at any time fail to pay any Taxes in accordance with the provisions of this Section, then Landlord may, but shall not be obligated to pay, upon written notice to Tenant, all or any such Taxes, together with all interest, penalties, fines or costs added thereto by the taxing authority, for the account and at the expense of Tenant without releasing Tenant from any obligation contained in this Lease or from any default by Tenant and without waiving Landlord's right to take such action as may be permissible under this Lease as a result of such default. Notwithstanding the foregoing, "Taxes" shall be deemed to exclude (i) any local, state or federal capital levy, franchise tax, revenue tax, income tax or profits tax of Landlord, or (ii) any estate, inheritance, succession or transfer tax which may be imposed upon or with respect to any transfer of the Landlord's interest in the Leased Premises (excluding transfer taxes attributable to this Lease); provided, however, that if the method of real estate taxation prevailing as of the date hereof shall be altered so as to cause the taxes imposed on real estate and the buildings, structures and other improvements thereon to be imposed as a gross receipts, gross income, or capital levy on the rentals received therefrom, then Tenant shall pay the same to the Landlord to the same extent as Tenant is responsible for such taxes hereunder. The provisions of this Section shall survive the expiration or sooner termination of the term of this Lease. For purposes of clarity, the parties agree that Tenant shall pay all state and local realty transfer taxes that may be imposed on this Lease. Additionally, Tenant shall be responsible for the preparation and filing of any Memorandum of Lease, in a form reasonably acceptable to the Landlord. Notwithstanding anything to the contrary herein, Tenant shall be permitted to contest, in good faith, any Taxes imposed upon the Leased Premises.

15. SUBORDINATION.

Landlord and Tenant agree that this Lease shall not be made subject and subordinate to any existing or future covenants, restrictions, easements, and encumbrances affecting Landlord's fee title of the Leased

Premises, or any mortgages in any amounts and all advances thereon which are placed against or affect any of the Leased Premises. The term "mortgages," as used herein, shall be deemed to include mortgage deeds, deeds of trust, and other usual forms of security instruments. Notwithstanding the above, Landlord and Tenant agree that Tenant can place leasehold mortgages and other encumbrances on the leasehold interest created by this Lease, pursuant to Section 9.C hereof.

16. ESTOPPEL.

At any time either party, upon request of the other party, shall execute, acknowledge and deliver any instrument stating, if the same be true, that this Lease is a true and exact copy of the Lease between the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that to the best of its knowledge, there are no offsets, defenses, or counterclaims with respect to the payment of rent reserved hereunder or in the performance of the other terms, covenants, and conditions hereof on the part of Landlord or Tenant, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party, if that be the case. Such instrument will be executed by the other party and delivered to the requesting party within fifteen (15) days after receipt of request therefore, or else the same statements made in the estoppel request shall be deemed to be correct, unless the non-requesting party has sent written notice, within such fifteen (15) day period, stating its objections to any provision of said estoppel certificate, whereupon the parties shall diligently seek to resolve any such objection.

17. POSSESSION AND QUIET ENJOYMENT.

Provided that there is no default under this Lease beyond any applicable notice and cure periods, Landlord warrants that Tenant shall at all times during the term of the Lease have peaceable and quiet enjoyment and possession of the Leased Premises without hindrance from Landlord or any person whomsoever, subject, nevertheless, to any mortgages, agreements, easements, conditions, restrictions, covenants, and encumbrances to which this Lease is or may be subordinated, provided that the same be in compliance with any applicable requirements hereof.

18. DEFAULTS.

A. Events of Default/Remedies. The following shall constitute an Event of Default hereunder:

(i) if Tenant or any of its permitted Transferees shall fail to make payment of any sum payable under this Lease, provided, however, if within the last twelve (12) months, Landlord has not previously provided Tenant with written notice of any monetary default (failure to pay sum when due) then Landlord shall give Tenant written notice specifying such default and an event of default shall be found to have occurred, if such default is not cured within thirty (30) of the delivery of such notice.

(ii) if Tenant shall be adjudged bankrupt or insolvent, file any debtor proceedings, or take or have taken against Tenant, in any court pursuant to any statute now or hereafter enacted, a petition in bankruptcy or insolvency or for an arrangement or for reorganization, composition, or any other arrangement with Tenant's creditors, and the same is not dismissed within ninety (90) days, or if this Lease or the estate of Tenant herein shall pass to or devolve upon, by operation of law or otherwise, anyone other than Tenant (other than as herein provided) and the same does not revert to Tenant within ninety (90) days; or for the appointment of a receiver or trustee of all or a portion of Tenant's property;

(iii) if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into a similar arrangement (other than any arrangement or assignment permitted under this Lease) and the same is not dismissed within ninety (90) days;

- (iv) if Tenant shall suffer this Lease to be taken under any writ of execution;
- (v) if Tenant or any subtenant of Tenant subleasing the entire Leased Premises shall fail to pay an obligation required under any mortgage within the time provided in such an instrument plus any period of grace to make such payment or cure a failure to make such a payment, or otherwise commit an act of default under any mortgage affecting the Leased Premises;
- (vi) if Tenant and any subtenant of Tenant subleasing the entire Leased Premises shall assign this Lease or sublet or otherwise encumber the Leased Premises without first obtaining Landlord's consent as provided for in Section 9 hereof;
- (vii) if the provisions of Section 3 hereof shall not be fully and completely complied with and such failure continues without the curing of the same for a period of thirty (30) days after written notice shall have been given to Tenant by Landlord specifying the nature of such failure; provided, however, that if such curing is commenced within such thirty (30) day period but cannot, with due diligence, be completed within such period, the same will not become a default under this Lease so long as Tenant shall at all times diligently, continually, and in good faith prosecute such curing to effect the same as soon as reasonably possible under all prevailing circumstances but in any event completes such cure within ninety (90) days after the aforementioned written notice;
- (viii) if Tenant, any Transferees, or any occupant of the Leased Premises shall fail to perform any of the other covenants, conditions and agreements contained in this Lease that are required to be kept or performed by Tenant and such failure continues without the curing of the same for a period of thirty (30) days after written notice shall have been given to Tenant by Landlord specifying the nature of such failure; provided, however, that if such curing is commenced within such thirty (30) day period but cannot, with due diligence, be completed within such period, the same will not become a default under this Lease so long as Tenant shall at all times diligently, continually, and in good faith prosecute such curing to effect the same as soon as reasonably possible under all prevailing circumstances but in any event completes such cure within ninety (90) days after the aforementioned written notice;
- (ix) if Tenant fails to diligently and continuously prosecute the construction of the improvements; or
- (x) if Tenant abandons or ceases to operate in the Leased Premises during the term of this Lease (other than temporary closures following a casualty or to effect any improvements or alterations in and to the Leased Premises).

Upon the occurrence of any such Default, Landlord shall have the immediate right and option (but not the obligation) to re-enter the Leased Premises, either by summary proceedings, force, or otherwise, and to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein, all without service of any notice of intention to re-enter and with or without resort to legal process (which Tenant hereby expressly waives) and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Further, Landlord shall have the right, at its option, in addition to and not in limitation of any other right or remedy, to terminate this Lease by giving Tenant notice of cancellation, and upon delivery of such notice, this Lease and the term hereof shall end and terminate as fully and completely and thereupon, unless Landlord shall have theretofore elected to re-enter the Leased Premises, Landlord shall have the immediate right of re-entry, in the manner aforesaid, and Tenant and all other occupants shall quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable as provided herein.

B. No Election to Terminate. No such re-entry or taking possession or reletting of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of

such intention be given to Tenant or unless the termination thereof shall result as a matter of law or be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry, taking possession or reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

C. Damages. In the event this Lease is terminated pursuant to the foregoing provisions of this Section, Landlord may recover from Tenant all damages as permitted by applicable law, including without limitation, all those it may sustain by reason of Tenant's default, the cost of recovering the Leased Premises, and reasonable attorneys' fees and legal expenses.

D. Waiver by Tenant. Tenant hereby expressly waives any and all rights of redemption under any present or future laws in the event Tenant shall be evicted or dispossessed from the Leased Premises following the occurrence of any default hereunder or this Lease is terminated before the expiration date thereof originally fixed herein.

E. Injunctive Relief. In the event of any breach or threatened breach by Landlord or Tenant of any of the terms and provisions of this Lease, Landlord or Tenant shall have the right to injunctive relief as if no other remedies are provided herein for such breach.

F. No Waiver. The rights and remedies herein reserved by or granted to Landlord are distinct, separate and cumulative, and the exercise of any one of them shall not be deemed to preclude, waive or prejudice Landlord's right to exercise any or all others. Tenant hereby expressly waives any right to assert a defense based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment therein shall bar Landlord from bringing any subsequent actions or proceedings from time to time to the extent allowed by law.

G. "Re-entry." Wherever in this Lease Landlord has reserved or is granted the right of "re-entry" into the Leased Premises, the use of such word is not intended, nor shall it be construed, to be limited to its technical legal meaning.

H. Venue. Tenant agrees that the venue and/or jurisdiction for any legal actions brought by Landlord pursuant to this Section 18 shall be in the City and County of Philadelphia.

I. Standstill. Notwithstanding anything to the contrary contained herein, for a period beginning on the Effective Date, and continuing until the earlier of the expiration of: (i) the expiration of the Compliance Period (as defined in Tenant's Partnership Agreement), or (ii) the repurchase of the Limited Partner's interest in the Tenant pursuant to Section 6.9.9 of the Partnership Agreement, Landlord shall take no action to terminate this Lease, upon the occurrence of any Event of Default, without the written consent of the Limited Partner. Without limiting the foregoing, and notwithstanding anything to the contrary contained herein, Landlord shall accept any cure of a default herein offered by Limited Partner as if given by Tenant, as long as such offered cure does, in fact, cure the default, as determined in Landlord's reasonable discretion.

19. NOTICES.

It is mutually agreed that any and all notices herein provided for must be given in writing and shall be given in person, deposited with Federal Express or other reputable overnight service, return receipt requested, or deposited in the United States mails, postage prepaid for certified mail, return receipt requested, at the address of such party shown above in this Lease; provided, however, that either party may specify any other post office address in the United States by giving at least ten (10) days' written notice thereof to the other party. All notices provided hereunder shall be deemed given upon the date of actual

receipt or first rejection. Copies of notices and invoices shall be sent in the same manner to the respective parties at the address set forth in the introductory paragraph hereof. Copies of all notices as provided for herein shall be provided to the Limited Partner at:

NEF Assignment Corporation
10 S. Riverside Plaza, Suite 1700
Chicago, Illinois 60606
Attention: General Counsel

and to Tenant's legal counsel at:

Commonwealth Housing Legal Services
123 S. Broad Street, 13th floor
Philadelphia, PA
Attention: Justin Hollinger, Esq.

20. REMEDIES CUMULATIVE.

All of the remedies herein given to Landlord and all rights and remedies given to Landlord by law and equity shall be cumulative and concurrent. No termination of this Lease or the taking or recovering possession of the Leased Premises shall deprive Landlord of any of its remedies or actions against the Tenant for any amounts due at the time or which, under the terms hereof would in the future become due as if there had been no termination, nor shall the bringing of any action for monies owed or breach of covenant, or the resort to any other remedy herein provided for the recovery of monies owed be construed as a waiver of the right to obtain possession of the premises.

21. EXHIBITS.

Any exhibits attached to this instrument shall be considered as a part of this Lease and incorporated herein as if originally written herein. Any reference to an exhibit with a number or letter designation shall refer to the exhibit so numbered or lettered as attached.

22. SURVIVAL.

Notwithstanding any provision in this Lease to be the contrary, the expiration or sooner termination of the term of this Lease shall not relieve Landlord or Tenant from any of their respective obligations accruing prior to the expiration or sooner termination of the term of this Lease or from any indemnities contained in this Lease, all of which obligations and indemnities shall survive any such expiration or termination.

23. ENTIRETY OF AGREEMENT; BINDING EFFECT; AMENDMENTS.

This Lease, together with the exhibits hereto and any documents specifically referred to herein, constitutes the entire understanding between Landlord and Tenant with respect to the subject matter hereof and merges and supersedes all prior negotiations and understanding, and there are no other representations,

promises, agreements or understanding, oral or otherwise, between the parties pertaining to the Leased Premises which are not set forth herein. Except as may be otherwise provided in this Lease, this Lease and all of the covenants hereof including, without limitation, any options herein contained, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Lease shall not be modified, altered, changed or amended except by a writing executed by the parties hereto and consented by the Limited Partner and Leasehold Mortgagee, which consent shall not be unreasonably withheld, conditioned, or delayed. If the interests of both Landlord and Tenant should ever be held by the same person or entity, those interests shall not merge, and this Lease shall survive, unless extinguished by a writing executed by the holder of both interests.

24. NO REPRESENTATIONS.

Tenant expressly acknowledges and agrees that neither Landlord nor Landlord's employees, agents or servants have made, or are making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth in this Lease. Tenant further acknowledges and agrees that Landlord has and shall have no obligation to perform any improvements in and to the Leased Premises, the Common Areas, or otherwise, for or on behalf of Tenant; and, upon the Effective Date, Tenant shall be deemed to have accepted possession of the Leased Premises in their then current "as-is," "where-is," and with all faults condition.

25. WAIVER.

Any of the terms or conditions of this Lease may be waived at any time, but only by a writing duly executed by both parties. Except as otherwise specifically provided in this Lease, no failure or delay on the part of either party in exercising any of their respective rights hereunder, upon any failure by the other party to perform or observe any condition, covenant or provision herein contained, shall operate as a waiver thereof, nor shall any single or partial exercise of any of such rights preclude any other or further exercise or the exercise of any other right hereunder.

26. SEVERABILITY.

This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Lease or the application thereof to any person, entity, or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this Lease and the application of such provision to the other person or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

27. COUNTERPARTS.

This Lease may be executed in any number of counterparts, which together shall constitute the agreement of the parties hereto.

28. ATTORNEYS' FEES.

In connection with any litigation arising out of this Lease, the prevailing party shall be entitled to receive from the non-prevailing party its reasonable attorneys' fees and costs, on appeal or otherwise.

29. CAPTIONS.

The captions in this Lease are used for convenience only, and they in no way define, limit or prescribe the scope or intent of this Lease or any provisions thereof.

30. LAWS.

Both parties agree that this Lease and all terms hereof and all matters relating to this Lease shall be controlled by the laws of the Commonwealth of Pennsylvania.

31. NET LEASE.

This Lease is a triple net lease and all rent, additional rent and other sums payable under this Lease by Tenant shall be absolutely net to Landlord, Tenant hereby acknowledging and agreeing that Landlord shall have no obligation or responsibility whatsoever under this Lease for the payment of any sums or the making of any replacements, repairs, improvements, maintenance or modifications on or to the Leased Premises or any part thereof, except as expressly provided herein to the contrary.

32. FORCE MAJEURE.

In the event Landlord or Tenant is prevented or delayed in the performance of any obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God, governmental prohibitions or regulation, inability or difficulty to obtain materials or other causes beyond the performing party's reasonable control, the performing party shall, within ten (10) days of the event causing such delay, provide written notice to the other party of the event causing the delay and the anticipated period of delay, and the period of such delay shall be added to the time for performance thereof, but in no event shall the period be extended by more than ninety (90) days. The performing party shall have no liability by reason of such permitted delays. In the event the performing party fails to provide notice to the other party of the force majeure delay within such ten (10) day period, the performing party shall not be excused from the timely performance of such obligation regardless of the cause. The provisions of this Section shall not apply to or in any manner extend or defer the time for any obligations to make payment of monies required of either party hereunder.

33. THIRD-PARTY BENEFICIARY.

Notwithstanding anything to the contrary set forth elsewhere in this Lease, the Limited Partner and Leasehold Mortgagee shall be deemed third-party beneficiaries herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto subscribed, their names to this instrument on the day and year first above written.

LANDLORD:

MINISTERS, TRUSTEES, ELDERS, AND DEACONS OF THE GERMAN RERFORMED CONGREGATION IN THE CITY OF PHILADEPHIA IN THE PROVINCE OF PENNSYLVANIA

By: _____
Name: _____
Title: _____

TENANT:

OLD FIRST HOUSE LP, a Pennsylvania limited partnership

By: OFH Ventures, Inc., a Pennsylvania nonprofit corporation, its general partner

By: _____
Name: _____
President

EXHIBIT A

Legal Description of Landlord's Property

EXHIBIT B

Legal Description of Leased Premises

EXHIBIT C

Church Lease

EXHIBIT "D"

List of Project Liens

EXHIBIT "E"

Prohibited Uses

The following uses are strictly prohibited in the Leased Premises:

- Massage or sun tanning parlor or hot tub facility
- Disco, night club, cocktail lounge, package goods store, liquor store or bar (excluding sit-down restaurants having an alcoholic beverage permit but including any store the principal business of which is the sale of alcoholic beverages for consumption off-site)
- Game arcade (excluding stores that sell children's games or children's toys)
- Funeral parlor
- Dry cleaning establishments in which cleaning services occur on the premises (excluding drop-off dry cleaners)
- Cinema
- Liquidator/flea market type of operation
- Tattoo parlor
- Day laborer employment agency
- Joke shop (defined as a gag gift, magic shop or similar shop)
- Bus station or other transportation depot
- Pool hall
- Political campaign headquarters
- Drug paraphernalia shop
- Convenience store
- Check-cashing operation
- Gun shop
- Bowling Alley
- Off-track betting/gambling facility
- Auto repair shop/body and fender shop
- Pawn shop
- Hair and/or nail salon
- Adult bookstore/adult industry paraphernalia shop
- Voodoo/palm-reading business
- Marijuana dispensary or similar establishment related to the medical or recreational use, sale or disbursement of marijuana/cannabis
- Any use that would foreseeably result in unreasonable noise, noxious odors, or activity around the Property.