

**City of Philadelphia Department of Records**

**RECORDING INFORMATION SUMMARY (RIS)**

The information provided by you will be relied upon by the Department of Records for examination and indexing purposes. If there is any conflict between the RIS and the attached document, the information on the RIS shall prevail for examination and indexing purposes.

**1) RETURN DOCUMENT TO:**

Name: PRESTIGE ABSTRACT CORPORATION  
 Address: 100 SOUTH BROAD STREET  
SUITE 1430  
PHILADELPHIA, PA 19110  
 Telephone: (215) 561-3220

**2) Type of Document:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Deed                 | <input type="checkbox"/> Mortgage                 | <input type="checkbox"/> Lease/Memorandum of Lease                              |
| <input type="checkbox"/> Sheriff's Deed       | <input type="checkbox"/> Release of Mortgage      | <input type="checkbox"/> Assignment of Lease & Rent                             |
| <input type="checkbox"/> Deed of Condemnation | <input type="checkbox"/> Assignment of Mortgage   | <input type="checkbox"/> Easement   |
| <input type="checkbox"/> Other Deed           | <input type="checkbox"/> Satisfaction of Mortgage | <input checked="" type="checkbox"/> Other <u>Easement + Facade Preservation</u> |
- (Specify)

**3) Date of Document:** 03 / 30 / 2004  
 month day year

**4) Grantor/Mortgagor/Assignor/Lessor/** a) Chestnut Hill Historical Society  
 Other: \_\_\_\_\_  
 (Last Name First Name Middle Initial) b) \_\_\_\_\_

**5) ☐ Additional names on Continuation Page of RIS**

**6) Grantee/Mortgagee/Assignee/Lessee/** a) Greylock Holdings, LLC  
 Other: \_\_\_\_\_  
 (Last Name First Name Middle Initial) b) \_\_\_\_\_

**7) ☐ Additional names on Continuation Page of RIS**

**8) Property Address:**

a) House No. & Street Name: 209 West Chestnut Hill Avenue  
 Condo Name(if applicable): \_\_\_\_\_ Unit # \_\_\_\_\_ Philadelphia, PA Zip Code: \_\_\_\_\_  
 BRT Account # (optional): \_\_\_\_\_ Parcel Identification Number (PIN) (optional): \_\_\_\_\_

**9) ☐ Additional addresses on Continuation Page of RIS**

**10) Grantee's Mailing Address (Deed Only):**

(If Grantee is at a different address than the Property Address listed in Section 8, complete this section.)

a) Grantee or Designee Name: \_\_\_\_\_  
 House No. & Street Name: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**11) Recording Information to be Referenced. Mortgage to be released/satisfied/assigned/modified:**

a) Name of Original Mortgagee: \_\_\_\_\_ Recorder's Index Information of Original Mortgage:  
 Recording Date of Original Mortgage: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 month day Year Initials, Book and Page or Doc. ID#

**12) ☐ Additional references on Continuation Page of RIS**

**13) If applicable, please check:** ☐ Consolidation ☐ Subdivision

**14) Signature Information**

Melissa Barta

a) 'OR -or- 'EE Name

(215) 561-3220

b) 'OR -or- 'EE Telephone Number

Melissa Barta

c) 'OR -or- 'EE Signature



**50918236**  
 Page: 1 of 13  
 05/04/2004 12:10PM

This Document Recorded  
 05/04/2004  
 12:10PM  
 Doc Code: DM

Doc Id: 50918236  
 Receipt #: 325270  
 Rec Fee: 64.50  
 Commissioner of Records, City of Philadelphia

**15) Page 1 of**

P-6428

(3)

RETURN TO:

PRESTIGE ABSTRACT CORPORATION  
100 SOUTH BROAD ST., SUITE 1430  
PHILADELPHIA, PA 19110  
(215) 561-3220

3/29/04

AMENDMENT TO  
CONSERVATION EASEMENT  
AND  
FACADE PRESERVATION EASEMENT

THIS AMENDMENT TO CONSERVATION EASEMENT AND FACADE PRESERVATION EASEMENT (this **Amendment**) dated the <sup>4<sup>th</sup></sup> ~~30<sup>th</sup>~~ day of March 2004 is made by and between **Chestnut Hill Historical Society**, a Pennsylvania non-profit corporation having its office at 8708 Germantown Avenue, Philadelphia, Pennsylvania 19118 (the **Easement Holder**), and **Greylock Holdings, LLC**, a Pennsylvania limited liability company having its principal office at address at 209 West Chestnut Hill Avenue, Philadelphia, Pennsylvania 19118 (the **Owner**).

**1 BACKGROUND**

- 1.1 Property. Owner on the date hereof acquired the sole legal and equitable ownership in fee simple to real property located at and known as 209 West Chestnut Hill Avenue, Philadelphia, Pennsylvania (the **Property**) from Nova Savings Bank, formerly known as vBank, a Pennsylvania savings bank (**Nova**). The Property is described by metes and bounds in Exhibit A attached here.
- 1.2 Conservation and Facade Easements Nova, as the previous owner in fee of the Property, previously entered into a certain Grant of Conservation Easement and Declaration of Restrictive Covenants, dated November 2, 2000, and recorded in the Department of Records of the City of Philadelphia in <sup>Opening ID No. 50256331</sup> Deed Book       , Page        (the **Conservation Easement**), and a certain Grant of Facade Preservation Easement and Declaration of Restrictive Covenants dated ~~on~~ March 30, 2004 (the **Facade Easement**). The Facade Easement is intended to be forthwith recorded prior to the recording of Nova's deed to Owner and prior to the recording of this Amendment. The Conservation Easement was entered into by Nova under its former name, vBank. The Property was conveyed from Nova to Owner on the date hereof under and subject to the Conservation Easement and the Facade Easement. Easement Holder is an organization qualified under the Internal Revenue Code to take and hold conservation easements in furtherance of conservation purposes.
- 1.3 Amendment of Conservation Easement. Owner has requested certain amendments or clarifications to section 2.03(c)(i), (ii) and (iii) of the Conservation Easement which apply to the commercial use of interior of the Mansion, and which do not adversely affect the conservation values and purposes of the Conservation Easement. Easement Holder is



agreeable thereto on the terms and conditions set forth in this Amendment, including those of the terms and provisions hereof which amend or otherwise relate to the Facade Easement. Easement Holder also wants certain provisions of this Amendment to apply to the Facade Easement, and Owner is agreeable thereto.

## **2 CERTAIN IMPLEMENTING PROVISIONS**

- 2.1 Previously Defined Terms. Initially capitalized terms defined in the Conservation Easement and not defined in this Amendment are used herein as defined in the Conservation Easement.
- 2.2 Easement Objectives. Owner hereby acknowledges and agrees with the conservation values of the Property, the purposes and objectives of the Conservation Easement as set forth therein and in the Baseline Documentation therefor, and the purposes and objectives of the Facade Easement as set forth therein and in the Baseline Documentation therefor. Owner certifies to Easement Holder that it has fully read and reviewed and understood all of those documents and has reviewed or has had an full opportunity to review the same with Owner's counsel.
- 2.3 Owner Bound by Easements. Owner agrees that it is bound by all the provisions of the Conservation Easement and the Facade Easement, as amended hereby. Without limiting the generality of the foregoing, Owner will be bound by the indemnification in section 5.04 of the Conservation Easement and section 4.4 of the Facade Easement with respect to matters arising from or after Owner's acquisition of the Property.
- 2.4 No Release. Easement Holder does not hereby release or waive to any extent any indemnity or other obligations of the prior owner, Nova, formerly known as vBank, to the extent any such obligations arose under the Conservation Easement prior to its conveyance of the Property to Owner, whether any such obligations are presently known or unknown.
- 2.5 Use of Mansion; Approval by Easement Holder. Owner agrees that Owner's use of the Mansion will be in compliance with all of the requirements of the Conservation Easement. Because Owner intends to use the Mansion for a Permitted Commercial Use and not as a residence, Owner, in accordance with the Conservation Easement, requested in writing Easement Holder's approval of Owner's acquisition of the Property prior to acquiring any ownership interest in the Property. Easement Holder hereby confirms its approval of Owner as an Approved Transferee for purposes of the Conservation Easement.



- 2.6 Correction to Section 2.03(c)(ii). The words "or the Mansion Lot" are hereby added in the fifth line from the end of section 2.03(c)(ii) of the Conservation Easement, between the words "Property" and "by such transferee".

### 3 **PROVISIONS ADDED TO EASEMENTS**

The following provisions are hereby added to the Conservation Easement and/or the Facade Easement, and shall be part thereof.

- 3.1 Act 29. The Conservation Easement is intended by both parties to conform to the requirements of, and to have the full benefit of and all rights conferred by, Pennsylvania's Conservation and Preservation Easements Act, Act 29 of 2001, Pub. L. No. 330.
- 3.2 Easement Managers At all times from and after the date of this Amendment, except if, when and only for such time as the Mansion is used solely for Residential use, as defined in section 2.03(a) of the Conservation Easement, Owner shall, for the benefit of Easement Holder in connection with the Conservation Easement and the Facade Easement, in writing appoint and fully authorize Easement Managers in conformity with the following requirements. Owner shall promptly furnish to Easement Holder complete and true copies of all documents whereby Owner shall have so appointed and authorized Easement Managers, and any amendments thereto, all of which documents shall comply with the following requirements.
- 3.2.1 The authority of the Easement Managers from the Owner shall at all times be full authority to enforce and to see to and to cause, and to carry out for the Owner, compliance with and enforcement of all of the provisions of the Conservation Easement and the Facade Easement.
- 3.2.2 Easement Holder may at all times communicate, deal and contract with the Easement Managers fully as if dealing directly with the Owner, and all undertakings, commitments and agreements of the Easement Managers shall be fully binding on Owner.
- 3.2.3 The Easement Managers shall at all times (i) be natural persons, no more than two in number, each of whom shall be of legal age, (ii) together hold directly in themselves no less than 66% of the total voting power and control of Owner or the entity, body or group which governs and has management control of Owner (by way of example, the general partners of the Owner if the Owner is a partnership, the board of directors of the Owner if the Owner is a corporation, the managing members of the Owner if the Owner is a limited liability company, or the trustees



if Owner is a trust), and (iii) directly themselves or by direct interests of members of their immediate families directly own at least 51% of the equity in Owner.

- 3.2.4 If and so long as Owner is a natural person rather than a partnership, corporation or other legal entity, such person shall be the Easement Manager. Whenever the Owner is comprised of more than one natural person, the Easement Manager(s) shall be that person or those persons who hold at least a 66% ownership interest in the Property.
- 3.2.5 If the ownership or equity interest in Owner, or the degree of voting power and control in Owner, of an Easement Manager or a member of an Easement Manager's immediate family, varies over time or is to change upon any circumstances or occurrences with respect to capital, profits, losses or in any other manner relevant to ownership or equity, then the smallest interest, share or percentage that might apply to such person shall be used in calculating whether there is compliance with sections 3.2.3 and 3.2.4.
- 3.2.6 At least one Easement Manager shall at all times have an office at the Mansion and be regularly physically present at that office during normal business hours.
- 3.2.7 Paul Gruenberg and Thomas Maiorino, by their execution hereof as members of Owner, also hereby, in their individual capacities, warrant and represent to Easement Holder that each complies with the above requirements applicable to Easement Managers. Accordingly, they are hereby approved by Easement Holder as the two Easement Managers, so long as they continue to meet such requirements.
- 3.2.8 The appointment by Owner hereafter of any other person as an Easement Manager shall be subject to the prior approval of Easement Holder.
- 3.2.9 Owner shall certify in writing to Easement Holder the ownership or equity interest in Owner and the voting power and control in Owner held by each Easement Manager, and in the case of ownership or equity interest, by any member of Easement Manager's immediate family, as it exists on the date hereof, and shall certify to Easement Holder in writing any changes therein from time to time promptly as such changes occur. Owner shall on request of Easement Holder from time to time promptly furnish to Easement Holder true and complete copies of all organization, operating and other documents, whether or not filed in the public records, which pertain to Owner and the membership, ownership and control of Owner and to the requirements of sections 3.2.3 and 3.2.4. Easement

Holder may rely on the information and documentation furnished by Owner without any duty of investigation or verification. Easement Holder shall not be required to approve any such documentation, but may object thereto if Easement Holder finds the same do not comply with the requirements of the Easement. Any review, approval, acquiescence or failure to disapprove by Easement Holder shall be solely for its purposes and its benefit and may not be relied upon by any other person, and shall not estop Easement Holder from thereafter enforcing any provision of the Conservation Easement or of the Facade Easement.

3.2.10 Any default of an Easement Manager under the Conservation Easement or the Facade Easement shall constitute a default of Owner under such Easement. Also, to the extent that any of the rights of Owner under the Conservation Easement are dependent on Owner not then being in default under that Easement, such rights shall also be dependent on Owner not then being in default under the Facade Easement if such Facade Easement default is material and if Owner shall have failed to cure the same after notice of such default from Easement Holder.

#### 4 **AMENDMENT, CLARIFICATION AND IMPLEMENTATION OF SECTIONS 2.03(c)(i), (ii) AND (iii) OF THE CONSERVATION EASEMENT**

Sections 2.03(c)(i), (ii) and (iii) of the Conservation Easement, which concern permitted commercial use of the Mansion, and section 2.03(d) of the Conservation Easement, which concerns use for certain special events, are hereby implemented, amended or clarified as follows:

4.1 **Definitions.** The following terms are defined for purposes of this section 4:

4.1.1 The term **Manager Company** means a company which is at all relevant times owned, controlled and operated by at least one of the above approved Easement Managers

4.1.2 The term **lease** shall also include any sublease, license or any other occupancy arrangement.

4.2 **Restrictions under Section 2.03(c)(i), (ii) and (iii).** The restrictions set forth in sections 2.03(a) and (b) of the Conservation Easement shall remain in full force and effect. The only exception to the requirements of such restrictions limiting use of the Mansion to residential use, as described in section 2.03(a) of the Conservation Easement, shall be and remain that the Mansion, so long as there is no default in any of the material terms and conditions of the Conservation Easement, may be used and occupied by a Permitted



Commercial User for a Permitted Commercial Use. The requirements in section 2.03(c) of the Conservation Easement for a Permitted Commercial User (including the requirement that it be the owner or Affiliate of the owner of the Property or the Mansion Lot or that it hold its premises under a Permitted Tenancy) remain unchanged, but the requirements of a Permitted Tenancy are hereby modified as follows:

- 4.2.1 At any one time there may not be more than six (6) leases, each of which shall provide for only one Permitted Tenancy. The maximum of 6 applies to and is a maximum for all leases regardless of their form, including any lease to an Easement Manager or any Affiliate of an Easement Manager.
- 4.2.2 The use of the premises under each lease shall be at all times strictly limited to only one Permitted Commercial User, and the tenant, subtenant or other occupant thereunder must be a Permitted Commercial User who or which in fact uses the space only for a Permitted Commercial Use and is otherwise in compliance with all of the other applicable requirements of the Easement.
- 4.2.3 Each lease now or hereafter entered into shall expressly provide in a manner satisfactory to Easement Holder that it is under and subject to the Conservation Easement and the Facade Easement, as hereby amended, and that the tenant, subtenant or other occupant agrees, promptly on request, to execute and deliver a written and recordable subordination agreement, in form satisfactory to Easement Holder, so subordinating its leasehold and any rights in connection therewith.
- 4.2.4 The term of each lease shall not exceed ten (10) years, including the term of any renewal or extension options, whether or not exercised, provided, however, that any lease for more than twenty five per cent (25%) of the usable floor space in the Mansion which has a term in excess of five (5) years, including the term of any renewal or extension options, whether or not exercised, shall require the prior written approval of Easement Holder.
- 4.2.5 Easement Managers shall give Easement Holder written notice of each lease entered into for any part of the Property accompanied by a true and complete copy of the lease. Easement Managers shall give Easement Holder such further information and documentation concerning each lease or proposed lease as Easement Holder shall reasonably request from time to time. Easement Holder may rely on such information and documentation without any duty of investigation or verification. Easement Holder's approval shall not be required for any lease, except as provided in section 4.2.4 hereof, but Easement Holder may object to any lease which Easement Holder finds does not comply with the

requirements of the Easement. Any review, approval, acquiescence or failure to disapprove by Easement Holder shall be solely for its purposes and its benefit and may not be relied upon by any other person, and shall not estop Easement Holder from thereafter enforcing any provision of the Conservation Easement.

4.2.6 The requirements for a Permitted Tenancy are hereby modified by deleting the following requirements of the section 2.03(iii) of the Conservation Easement:

4.2.6.1 the limitation to 49% of the amount of the floor area of the Mansion that may be leased out by the Owner.

4.2.6.2 the requirement that Owner occupy at least 51% of such floor area.

4.2.6.3 the requirement of Easement Holder's prior written approval of each lease, subject to section 4.2.4.

4.2.7 The requirement that a Permitted Tenancy be under a lease granted only by Greylock Holdings, LLC or an Approved Transferee remains in full force and effect.

4.2.8 The requirements of the Conservation Easement applicable to leases, including the requirements for a Permitted Tenancy, shall be applied to each lease by, where relevant, considering all other then existing leases.

## **5 LIMITATION ON THE AMENDMENTS TO SECTION 2.03(c)(i), (ii) AND (iii) OF THE CONSERVATION EASEMENT**

5.1 **Definition.** The term **Ownership Change** shall mean whenever one other than Greylock Holdings LLC (the present Owner), (i) holds record or beneficial title to the Property or the Mansion Lot, or any interest therein (whether by voluntary or involuntary transfer or operation of law), other than (I) a lien which is subordinate to the Conservation Easement and to the Facade Easement, as hereby amended, or (II) any lease which is a Permitted Tenancy for either a Permitted Commercial Use or for a permitted residential use and which is subordinate to the Easement and such facade easement, (ii) is entitled to share profits or proceeds from the Property (iii) or other than a Manager Company is a lessee, licensee or has any other occupancy right to more than 25% of the usable floor space of the Mansion for a term in excess of 5 years, including for this purpose the period of all extension or renewal options held by any such person(s) or any affiliate or related person to the holder of such right, whether or not exercised, (iv) holds directly or indirectly any interest in any corporation, trust, partnership, limited liability company or other entity





which is directly or indirectly the legal or equitable owner of the Property, or holds effective control over the Property.

- 5.2 Lapse of Section 4 Amendments. The parties expressly agree that the amendments to the Conservation Easement set forth in section 4 hereof are intended to, and shall automatically, lapse and become null and void upon any Ownership Change occurring at any time, unless the particular Person(s), whether one or more, then acquiring any of the interests or rights described in section 5.1 as constituting an Ownership Change, shall have received Easement Holder's prior approval as an Approved Transferee pursuant to section 2.03(c)(ii) of the Conservation Easement, as amended by this Amendment.

**6 AMENDMENT OF SECTIONS 2.03(d) AND 2.03(b) OF THE CONSERVATION EASEMENT.**

- 6.1 Restrictions under Section 2.03(d). As to section 2.03(d) of the Conservation Easement, the number of Events using only the interior of the Mansion shall not exceed ten (10) per calendar year, and the number of Events using the exterior of the Property shall not exceed two (2) per calendar year.

- 6.2 Amendment of 2.03(b). For only so long as the use of the Carriage House is restricted to one or two single family dwelling units, access to the Carriage House may be via the existing driveway on the Property leading from Chestnut Hill Avenue to the Mansion and the Carriage House. The permission under section 2.03(b) of the Conservation Easement to use the Carriage House for non-profit school purposes remains subject to the provisions of that section, including the access requirements which do not allow the use of the existing driveway for that purpose.

**7 EASEMENT MANAGER PROVISIONS MADE APPLICABLE TO FACADE EASEMENT**

- 7.1 Easement Managers Applicable to Facade Easement. The Facade Easement is hereby amended and supplemented by making applicable to the Facade Easement as well as to the Conservation Easement, as they are hereby amended, the provisions of section 3.2 hereof. Accordingly, Owner shall, for the benefit of Easement Holder, in writing appoint and fully authorize Easement Managers, and shall furnish to Easement Holder complete and true copies of all documents whereby Owner shall have so appointed and authorized Easement Managers, all in conformity with the requirements of section 3.2,2 through 3.2.8 hereof. The Easement Managers shall comply with and enforce, and to see to and to cause, and carry out for the Owner, compliance with and enforcement of all of the provisions of the Facade Easement. Easement Holder may at all times communicate,



deal and contract with the Easement Managers in connection with the Facade Easement fully as if dealing directly with the Owner, and all undertakings, commitments and agreements of the Easement Managers shall be fully binding on Owner.

## 8 MISCELLANEOUS

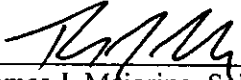
- 8.1 Continued Effect of Conservation Easement. Except as hereby expressly amended and supplemented, the Conservation Easement and the Facade Easement shall continue in full force and effect in accordance with their terms, and the same is hereby ratified.
- 8.2 Continued Effect of Section 2.03(c)(iv). Without limiting in any way the generality of section 8.1, Owner hereby confirms that the limitations in section 2.03 (c)(iv) of the Conservation Easement shall continue in full force and effect, and Owner shall observe and perform the same, and shall diligently and promptly cause all occupants of the Mansion to observe and perform the same.
- 8.3 Definition of Person. The term **Person** as used herein means any natural person, corporation, partnership (whether a limited, general or limited liability partnership), limited liability company, joint venture, trust, estate or association, governmental entity, agency or authority, or other legal entity or organization of any kind or nature.
- 8.4 Easement Holder's Continuing Approval Rights. No approval under section 2.03(c)(ii) of the Conservation Easement by Easement Holder of a Person as an Approved Transferee, whether as new Owner or as the Person involved in any other kind of Ownership Change, shall exhaust or impair Easement Holder's right of approval over each and every Person or Persons thereafter proposed as a new Owner or as the Person acquiring any other interest or right that would constitute an Ownership Change with respect to either the Property or, if duly subdivided, the Mansion Lot, and intending or seeking to use any part of the Mansion for a Permitted Commercial Use.
- 8.5 Duty to Subordinate Leases. Owner agrees to cause each lease affecting any part of the Property to be subordinated of record to the Facade Easement and to Conservation Easement, as hereby amended, in a manner satisfactory to Easement Holder.
- 8.6 Successors and Assigns. All of the duties of Owner under the Conservation Easement and the Facade Easement, as hereby amended, shall apply to and bind Owner and its successors and assigns, including the separate successors and assigns of the Mansion Lot and the Carriage Lot, if duly subdivided pursuant to section 2.01 of the Conservation Easement.

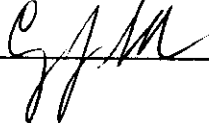


- 8.7 No Third Party Benefit. The provisions of the Conservation Easement and of the Façade Easement, as hereby amended, shall be for the benefit and purposes of Easement Holder, and shall not be for the benefit of or relied on by any other Person, such as any occupant of the Property under any lease or other occupancy arrangement, any visitor thereto or any Person holding any interest in the Property. Easement Holder shall not have or be deemed to have any duty to any such private Person to enforce the provisions of the Conservation Easement or the Façade Easement, as hereby amended.
- 8.8 Captions. The captions or headings to the various paragraphs or sections of this Amendment are for convenience only and shall not be deemed part of the text of this Amendment, and shall not control or affect the meaning or be used in the interpretation of any of the provisions of this Amendment.
- 8.9 Entire Agreement. This Amendment contains the entire agreement of the parties pertaining to the amendment of the Conservation Easement and the Façade Easement, and expressly supersedes any prior oral or written discussion, statement or agreement on that subject.
- 8.10 Amendments. Any amendment or other change to this Amendment, the Conservation Easement or the Façade Easement to be valid must be in writing and signed by the party affected thereby.

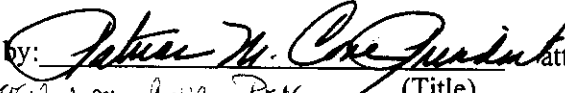
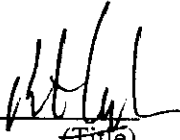
Witness the due execution hereof as of the date first above written.

GREYLOCK HOLDINGS, LLC

by   
Thomas J. Maiorino, Sole Managing Member

Witness   
(Title)

CHESTNUT HILL HISTORICAL SOCIETY

by:  attest:   
PATRICIA M. COVE, PRES. (Title) (Title)



**Exhibit "A"**

Legal Description of Property

**BLOCK 87 N 24 LOT 5**

ALL THAT CERTAIN, lot or piece of ground described according to a survey made by John T. Campbell, Surveyor and Regulator of the 9th Survey District of the City of Philadelphia, dated 5/19/1948.

SITUATE at the intersection of the Northwestern side of Chestnut Hill Avenue (fifty feet wide) and center line of Navajo Street (sixty feet wide) in the Twenty-second Ward of the City of Philadelphia;

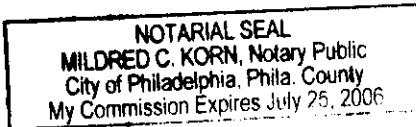
Thence extending North forty-seven degrees, fifty-seven minutes, seven seconds West partly along the center line of Navajo Street seven hundred sixty-three feet, two and five-eighths inches to a point; thence North forty-one degrees, forty minutes, fifty-one seconds East three hundred ninety-seven feet, eight inches to a point; thence South forty-seven degrees, fifty-nine minutes, nine seconds East forty-seven feet one-quarter inches to a point in the bed of Norman Street (sixty feet wide) (formerly Norris Street); thence extending South forty-five degrees, forty-two minutes, forty-seven seconds East partly thru the bed of Norman Street seven hundred eighteen feet, eleven and three-eighths inches to the Northwest side of Chestnut Hill Avenue; thence South forty-two degrees, No minutes, fifty-three seconds West three-hundred forty-nine feet, seven and three-eighths inches to a point in the bed of Navajo Street; thence South forty-one degrees, thirty seven minutes, thirteen seconds West thru the bed of Navajo Street nineteen feet, eleven and three-fourth inches to the first mentioned point and place of beginning.



COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA :  
SS

On this 31st day of March, 2004, before me, the undersigned officers, personally appeared Thomas J. Mackenro ~~and~~ who acknowledged ~~themselves to~~ be all of the members of GREYLOCK HOLDINGS, LLC, a limited liability company, and that they as such members, executed the foregoing instrument for the purposes therein contained by signing their names on behalf of such limited liability company by ~~themselves~~ as members.

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



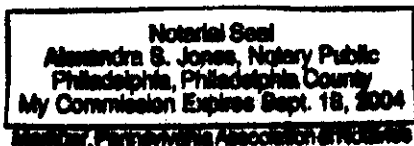
Mildred C. Korn  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA :  
SS

✓ On this 30 day of March, 2004 before me, the undersigned officer, personally appeared Patricia M. Cove, who acknowledged himself (herself) to be the President of CHESTNUT HILL HISTORICAL SOCIETY, a not for profit corporation organized under the laws of the Commonwealth of Pennsylvania. that (s)he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of CHESTNUT HILL HISTORICAL SOCIETY, by himself (herself) as such officer.

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



Alexandra S. Jones  
Notary Public

My Commission Expires: 9/18/04

