

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT is entered into this 19th day of July, 2022 by and between 2300 Market Street Owner L.L.C., a Delaware limited liability company, ("**ENTITY**") and the Center City Residents Association ("**CCRA**"), a Pennsylvania non-profit corporation;

WHEREAS Entity owns the properties at 2300-2012 Market Street, 2314 Market Street and 2324 Market Street; and

WHEREAS Entity proposes to combine the parcels set forth above into a single parcel for development purposes (the "Property"); and

WHEREAS Entity has hired Kieran Timberlake to act as the project architect; and

WHEREAS Entity has shown representatives of CCRA its design for the proposed redevelopment of the Property and has asked for CCRA's support for the Project; and

NOW THEREFORE, in consideration of the mutual agreements of the parties hereto, each intending to be legally bound hereby, CCRA and Entity agree as follows:

1. Plans and Specifications. Entity agrees to develop the Property substantially in accordance with the plans attached as **Exhibit "A"** (the "Project"), subject to any design modifications which may be made by Entity in connection with obtaining any approvals or permits from all relevant agencies of the City of Philadelphia or other governmental authority with jurisdiction, or by the Entities' financing the Project, or as required by an Entity tenant provided that such changes do not materially alter the height, mass or appearance of the Project. Notwithstanding the foregoing, Entity may alter the exterior materials and finishes, as it refines the final Project design, provided that it maintains the general quality and character of the exterior appearance.
2. Support and Non-Opposition for Approvals and Permits. CCRA agrees that, in consideration of Entity's execution of this Agreement and compliance therewith and with the Plans, CCRA shall not oppose, contest or appeal any permit or approvals required by Entity with respect to the Project, including but not limited to zoning, street, building, historic or utility permits and approvals (collectively, "Project Approvals"), so long as the same are substantially consistent with the Plans. In the event of any appeal of any such Project Approvals by CCRA, Entity shall have the right to unilaterally terminate this Agreement as provided in Section 11 below. Nothing in this Agreement shall prohibit CCRA from supporting reasonable comments to the Plans based on issues raised for the first time at the Civic Design Review public meeting for the Project.

3. Construction Activity.

a) Entity shall provide CCRA with a proposed construction schedule for the Project prior to commencement of construction work on the Project. Once construction work begins, to the extent any material schedule changes thereto are made, Entity shall provide CCRA with an updated construction schedule. All schedules shall be subject to the approval of the City and subject to compliance with the requirements of the City.

b) Entity shall use commercially reasonable efforts to cause its construction contractors, subcontractors, material suppliers and agents to conduct construction activities and deliveries at the Property in such a manner as to limit, to the extent reasonably possible, the raising and spreading of debris and dust, which may migrate from the Property to the immediate neighbor properties, and/or the creation (without prompt removal thereof) of waste and dirt piles, except in connection with site excavation and foundation construction activities; provided, that such activities are conducted in accordance with applicable laws and codes.

c) Regular construction activity will be performed Mondays through Fridays from 7:00 a.m. until no later than 8:00 p.m., and from 8:00 a.m. until 8:00 p.m. on Saturdays. If Entity and/or its construction contractors or subcontractors find it necessary to work outside of the hours set forth above, Entity shall use reasonable efforts to give CCRA reasonable advance notice that such work at such times is necessary, and the reasons therefor. CCRA acknowledges that Entity cannot control the hours for work activity by City agencies and utilities in the area around the Property, but requests that Entity provide advance notice to CCRA of such work when possible.

d) Entity shall use commercially reasonable efforts to cause its construction contractors to restrict vehicles, cranes or other equipment from idling before or after the hours when construction is allowed.

e) Entity shall use commercially reasonable efforts to direct its construction contractors to cause temporary lighting to be used during construction to the maximum extent practical, to not shine on or into windows of neighbor properties directly.

f) To the extent reasonably possible, Entity, its construction contractors and subcontractors shall require that all construction materials and equipment shall be staged within the Property.

g) Entity shall use its commercially reasonable efforts throughout the duration of the Project to avoid interference or obstruction of the utilities of and to neighboring residents, including (without limitation) the electrical, natural gas, cable, telephone and water supply. In the event of any such interference or obstruction caused by Entity, Entity shall make repair of such interference or obstruction its highest priority and shall repair the same on an emergency basis. Notwithstanding the foregoing, to the extent any interference or obstruction to neighboring residents or their tenants is caused by the utilities, Entity shall not be held responsible therefore.

4. Parking and Loading. Entity covenants and agrees as follows:
 - a. The primary entry to the Project shall be located on Market Street, and the Project shall include enclosed, off-street loading which will be accessible from Ludlow Street, in each case, substantially as shown on the Plans. Deliveries for tenants of the Property and for trash removal shall be to and from Ludlow Street, as and where shown on the Plans.
 - b. Entity will implement and communicate policies requiring tenants to coordinate deliveries and use of the loading docks in a commercially reasonable manner consistent with use of the property for a Life Sciences facility..
 - c. The off-street loading entrance will be buffered and lit to the extent commercially reasonably to keep pedestrians and other vehicles safely away from them.
 - d. To avoid congestion and back-up, Entity will take commercially reasonable steps to schedule deliveries and move-ins and move-outs in such a manner that off-street loading does not restrict vehicular traffic on Ludlow Street
 - e. Entity will implement and communicate policies to require that all deliveries shall be taken inside promptly by its tenants and not staged on the sidewalk or street.
 - f. Entity will implement and communicate policies to restrict its tenants' use of the off-street loading area to the hours of 7AM to 8 PM daily and on weekends, in each instance, with the exception of emergencies (including required deliveries to tenants of Entity due to unusual circumstances) which make these limits impracticable and then only to the extent of such emergency.
5. Trash Storage. Entity will require all trash to be stored within the Property in the trash facility to be constructed as part of the Project as shown on the Plans.
6. Restaurant/Commercial. Entity shall be permitted to establish and lease multiple retail spaces on the ground floor along Market Street. If the retail space is leased to one or more establishments serving alcoholic beverages, either at the tables or at a bar within the facility, and the operator elects to hold a liquor license, CCRA agrees to cooperate with Entity in connection with the transfer of one or more liquor licenses to the Property, including reaching agreement on a customary Conditional Licensing

Agreement. CCRA's consideration, as an RCO, of any referral to the Philadelphia Zoning Board of Adjustment and/or application for a zoning variance relating to the planned ground floor restaurant(s) (or alternatively, ground level retail or other commercial use) shall be exempt from the requirements of Section 2 of this Agreement. For the avoidance of doubt, CCRA shall have the right under this Agreement to oppose or not oppose any such future application. CCRA acknowledges, however, that with regard to referrals relating sit-down and take-out restaurants, CCRA frequently does not oppose the applications provided that the tenant or occupant agrees to certain standard restrictions concerning, *inter alia*, trash storage, trash pick-up, delivery times, live music, and noise mitigation.

7. Green Elements. Entity will use commercially reasonable efforts to incorporate landscaping and other such "green" elements in the Project, including replacing at least all existing trees which may be removed on Market or 23rd Streets during construction of the Project, subject to any Streets Department or other City of Philadelphia approvals. CCRA acknowledges that a number of considerations, including mechanical system feasibility, storm water management and system design will impact Entity's ability to install "green" items within the Project. Nothing contained herein shall obligate Entity to install a green roof.
8. Trash Removal. Trash and waste is to be removed on a scheduled basis by a commercial hauler at times as required or permitted by applicable codes. Entity will direct its waste hauling provider to pick up trash only during these times. Trash and waste will not be put out for pick-up and shall be picked-up from inside. Entity will also maintain commercially reasonable security in the areas of the loading docks and trash activities.
9. Exterior Maintenance. Entity will maintain the exterior of the Project in a commercially reasonable manner in keeping with the character of the surrounding neighborhood. Entity will act in a commercially reasonable manner to address any acts of vandalism or graffiti occurring on or around the Property.
10. Successors and Assigns. The terms and conditions set forth herein are covenants intended by the parties hereto to apply to and bind Entity, CCRA and their respective successors and assigns.
11. Termination of this Agreement. This Agreement shall automatically terminate and be of no further force and effect, if one or more of the following occur:
 - a. If any entity or individual not a party to this agreement appeals, or otherwise opposes the granting of Project Approvals, and such appeal or objection results in a denial of the Approvals.
 - b. A governmental authority having jurisdiction imposes development conditions that are not acceptable to the Entity;
 - c. The Entity elects not to proceed with the Project pursuant to the Project

Approvals

- d. The expiration of any Project Approvals.
- e. The taking of the Site through condemnation or Eminent Domain;
- f. The dissolution of the Center City Residents' Association.

In the event of a termination pursuant to this Paragraph, CCRA shall execute and record an acknowledgment of termination.

12. Diverse Enterprise and Workforce Opportunities. Entity is committed to certain diverse enterprise and workforce goals for construction of the Project, which are designed both to facilitate a diverse business enterprise pool as well as a workforce that is both diverse and reflective of the City of Philadelphia. These goals are as follows:
- (i) Sub-Contractors and Suppliers: The Project will have diverse business utilization goals of 20-25% Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) utilization (combined), and a showing of best good faith efforts for Disadvantaged Business Enterprise (DSBE) utilization.
 - (ii) Workforce: The Project will have journey person utilization goals as follows: 15-20% of trade hours to be utilized with African American journeypersons, Hispanic journeypersons, and women tradespersons (combined). The Project will also have a goal that 30% of trade hours be utilized by local residents (Philadelphia county). The Project will have the following apprenticeship utilization goals: 50% of apprentice hours to be utilized by minorities and women (combined).

Entity agrees that it will provide CCRA with summary reports, not less than every 6 months during the construction of the Project, describing its efforts toward meeting such goals, and shall meet with CCRA's representatives at their request to review such reports and discuss strategies to improve progress therewith if the goals are not on track to be achieved.

13. Alternative Dispute Resolution. All parties hereto shall attempt to mediate disputes arising under this Agreement in good faith before seeking judicial remedies for any breach hereunder. A party shall notify the other parties of any such dispute in writing and shall receive a response from the party or parties claimed to be in breach within 5 business days following receipt of such notice substantively responding to the dispute notice and proposing a time and place for meeting within the five business days following the date of the response if such response does not fully resolve the dispute.
14. Notice and Opportunity to Cure. Where a Non-Defaulting Party declares a failure or

breach of the other Party (“Defaulting Party”) to perform a material duty or obligation of the Defaulting Party under the terms of this Agreement, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the alleged breach. The Defaulting Party shall have thirty (30) days after the date of such notice to cure the alleged breach. However, if such alleged breach Default cannot reasonably be cured within such thirty (30) day period, the parties agree to extend the cure period in a commercially reasonable manner.

15. Entire Agreement. This Agreement constitutes the complete and entire understanding and agreement among the parties with respect to the subject matter, and it supersedes any negotiations, representations, prior discussions, and/or preliminary agreements among the parties. This Agreement may not be modified except by a written instrument signed by the parties against whom enforcement of such modification is sought.
16. Pennsylvania Law. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania without reference to its conflicts of laws principles that would make the laws of any other jurisdiction applicable to this Agreement
17. Recording. Owner and/or Developer will record a Notice of the existence of the Agreement with the Philadelphia Department of Records. As consideration for the recordation of a Notice of this Agreement, CCRA makes the following commitments to Entity:
 - i. CCRA shall execute a satisfaction and release of the Agreement, in recordable form, to be held in escrow by a title company. Attached thereto shall be mutually agreed-upon instructions to the title company for recordation of the satisfaction (in the form attached as Exhibit B).
 - ii. CCRA agrees that it shall execute, in recordable form, such partial satisfactions of the covenants contained within this Agreement as may be requested by the Entity from time to time during the course of development.
 - iii. CCRA agrees that it will, from time to time, execute and deliver to Entity a written statement addressed to Entity (or to such party designated by the Entity, including but not limited to Mortgagees of Entity), which statement must certify that this Entity is not in default as to any obligations of Entity under this Agreement (or if Entity is in default, specifying any default), confirm which covenants contained herein have been satisfied, must confirm CCRA’s agreements contained above, and must contain such other information or confirmations as Entity may reasonably require. CCRA shall return such executed statements within 10 business days of Entity’s request. A form of Estoppel is attached hereto as Exhibit C.

18. Notices. All notices required under the terms of this Agreement shall be sent via overnight courier with proof of delivery, and simultaneously sent via email (and shall be deemed to be received on the date such notice is sent), addressed as follows:

If to Entity:
2300 MARKET STREET OWNER, L.L.C.
c/o Breakthrough Properties LLC
2029 Century Park East, Suite 1370
Los Angeles, California 90067
Attention: Dan Beldegrun, Chief Executive Officer
Email: dbeldegrun@btprop.com

With a required copies to:
c/o Breakthrough Properties LLC
1230 Ave of the Americas, 16th Floor
New York, New York 10020
Attention: Jennifer Warne
Email: legal@btprop.com

And
Tishman Speyer Properties, L.L.C.
45 Rockefeller Plaza
New York, New York 10111
Attention: Chief Legal Officer

If to CCRA:
CCRA
1901 Market
Street
Philadelphia,
PA 1910
Attn: President
Email:
centercity@centercityresidents.org

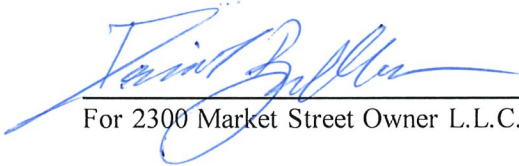
With a required copy to
Stevens & Lee, P.C.
1500 Market Street
Suite 1800
Philadelphia, PA 19102
Attn: Wade Albert, Esq.
Email: wda@stevenslee.com

19. Headings. The headings and captions in this Agreement are for convenience of

reference only and in no way define or limit the scope or intend of this Agreement or any provision thereof.

- 20. Lender Modifications. If, in connection with obtaining financing for the Project, Entity's lender for the Project shall request reasonable, immaterial modifications to this Agreement, the parties will cooperate in acknowledging and documenting such modifications. In addition to the foregoing, should an Estoppel or SNDA be required by any such Lender, tenant, or third-party, CCRA agrees to execute such required documentation within the timeframes outlined in Paragraph 17 hereto.
- 21. Authority. The individuals executing this Agreement represent and warrant that they are each authorized to bind the respective parties.
- 22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to an original and all of which together shall comprise but a single document.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound hereby, and duly authorized to do so, have hereunto executed this Agreement as of the day and year first above written.



For 2300 Market Street Owner L.L.C.

7/19/2022
Date

By: Daniel Beldegrun
Print name

Chief Executive Officer
Title



For the Center City Residents' Association

8/2/2022
Date

By: RICHARD GROSS
Print name

PRESIDENT
Title

Exhibit A – Plans

RENDERING MARKET STREET ELEVATION

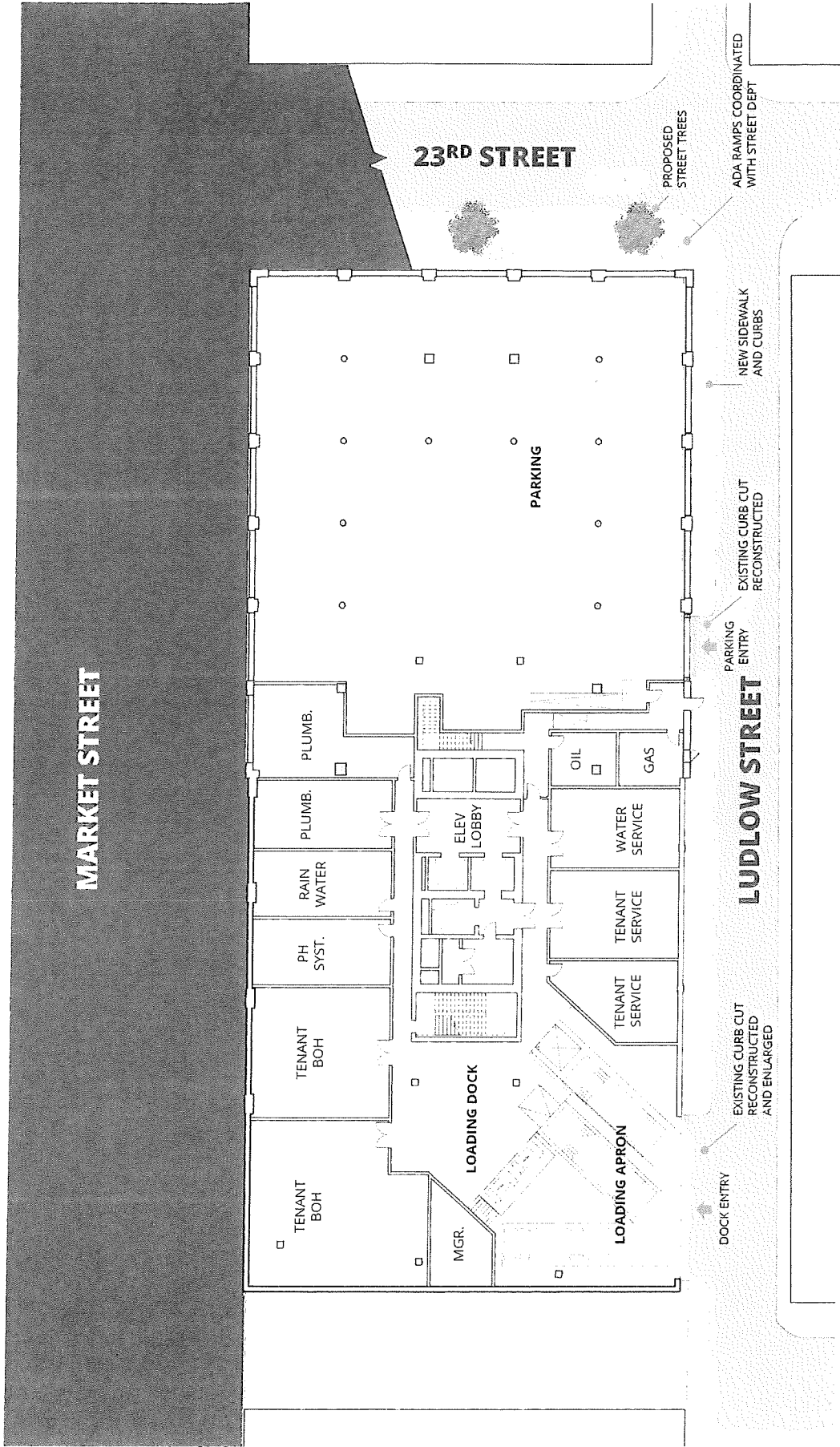


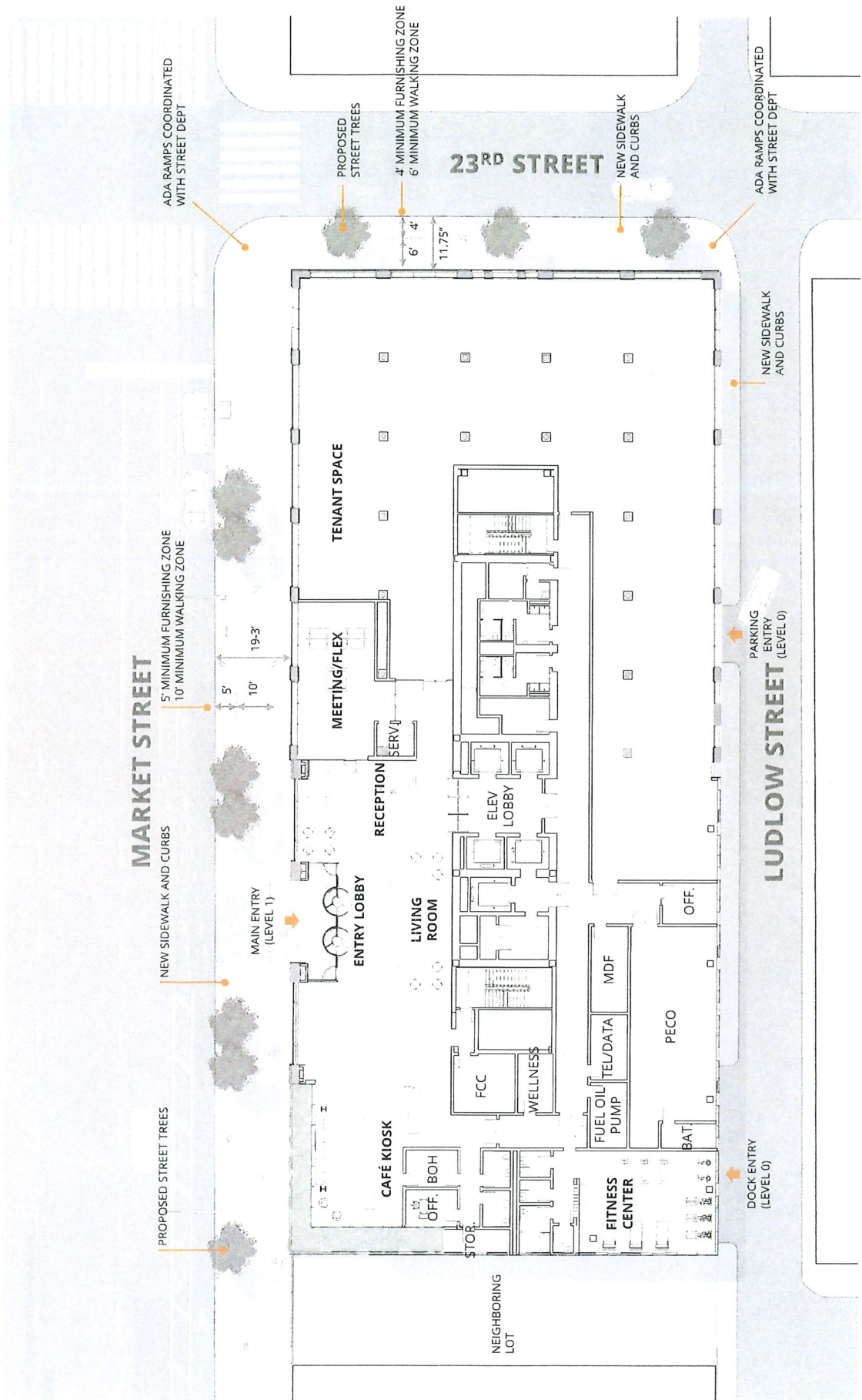
RENDERING MARKET LOOKING SOUTHEAST



RENDERING MARKET LOOKING SOUTHWEST







L1 FLOOR PLAN

2300 MARKET | BREAKTHROUGH PROPERTIES

Exhibit B – Satisfaction

RECORD & RETURN TO:

Jared N. Klein, Esquire
Blank Rome LLP
130 N. 18th Street
Philadelphia, PA 19103

Tax Parcels: 883054600; 883054650; 884547700

AMENDMENT OF NOTICE OF COMMUNITY BENEFITS AGREEMENT

This Termination of Notice of Community Benefits Agreement is entered into as of this ___ day of _____, 2022, and made effective the _____ day of _____, 20__ (the “**Effective Date**”), by and between 2300 MARKET OWNER L.L.C., a Pennsylvania limited liability company (“**Owner**”) and CENTER CITY RESIDENTS’ ASSOCIATION, a Pennsylvania nonprofit corporation (“**CCRA**”).

Recitals

A. Owner and CCRA entered into a Community Benefits Agreement dated as of June __, 2022, effective June __, 2022. A Notice of Community Benefits Agreement (the “**Notice**”), was recorded on _____, __, _____, in the Philadelphia Department of Records at _____.

B. The property affected by the Notice is more specifically described in **Exhibit A** attached hereto.

C. The Community Benefits Agreement contains a variety of affirmative obligations to be performed by Owner and CCRA.

D. The parties wish to document and record notice that the following clauses of the Community Benefits Agreement have been satisfied and shall no longer be recorded in the chain of title:

- a.
- b.
- c.
- d.

E. The parties hereto intend and desire to mark satisfied the above clauses of the Community Benefits Agreement, as referred to in the Notice of Community Benefits Agreement, as of the Effective Date.

NOW THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Owner and CCRA hereby amend the Notice of Community Benefits Agreement, in the manner described above, effective as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Termination of Affordability Covenant as of the date first written above.

2300 MARKET OWNER LLC
a Pennsylvania limited liability company

By: _____
Name:
Title: Authorized Signatory

**CENTER CITY RESIDENTS'
ASSOCIATION**
A Pennsylvania nonprofit corporation

By: _____
Name:
Title: President

STATE OF _____ :
: ss.
COUNTY OF _____ :

On this, the ____ day of _____, 2022, before me, a Notary Public in and for the State of _____, personally appeared _____, who acknowledged him/herself to be an Authorized Signatory of 2300 Market Owner LLC, and that he/she in such capacity, being authorized to do so, executed the foregoing instrument in such capacity for the purposes therein contained.

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

Notary Public
My Commission Expire

COMMONWEALTH OF PENNSYLVANIA :
:ss.
COUNTY OF _____ :

On this, the ____ day of _____, 2022, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Richard Gross, who acknowledged him/herself to be the President of Center City Residents' Association, and that he/she as such officer, being authorized to do so, executed the foregoing instrument in such capacity for the purposes therein contained.

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

Notary Public
My Commission Expire

Exhibit "A"

Legal Description

Exhibit C – Estoppel

ESTOPPEL CERTIFICATE

[_____], 2022

**2300 Market Owner LLC
2300 Market Street
Philadelphia, PA 19103**

Re: 2300 Market Street Community Benefits Agreement and Notice of Community Benefits Agreement, recorded on _____ at Document ID _____ (collectively, the "Agreement")

Ladies and Gentlemen:

The undersigned, Center City Residents' Association, has been advised that 2300 Market Owner LLC, or its nominee, successor or assignee (collectively, "Owner") requires confirmation regarding the status of the Notice of Community Benefits Agreement referenced above. The Property is subject to the above-referenced Agreement. The undersigned acknowledges that Third-parties may rely on this Estoppel Certificate in connection with financing or other transactions. Capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Agreement.

The undersigned hereby certifies the following, as of the date hereof:

1. The Agreement is in full force and effect and has not been assigned, amended, modified or supplemented.
2. The Property, the improvements located thereon, the use thereof, and Owner are in full compliance with all terms, provisions and conditions of the Agreement.
3. The undersigned has not given any notice of any default, dispute, lien, set-off or claim that is unresolved and outstanding with respect to the Property, the improvements located thereon, the use thereof, or Seller, or to any other party under the Agreement and, to the best of the undersigned's knowledge, (a) there are no asserted defaults, disputes, liens, set-offs, or claims by or against any party concerning the Property under the Agreement, and (b) no conditions exist which but for the passage of time and/or the giving of notice would constitute a default under the Agreement.
4. There are no amounts due and owing from the Owner to the undersigned nor are there any recurring costs or fees payable by the owner of the Property under the Agreement.

5. There are no delinquent, unperformed obligations (including, without limitation, any construction obligations) (a) with respect to the Property, or (b) required of the owner of the Property under or pursuant to the Agreement.
6. The above statements are a waiver of claims by the undersigned to the extent of facts contrary to those contained in the estoppel.

The undersigned is duly authorized and fully qualified to execute this Estoppel Certificate, thereby binding the undersigned. The undersigned acknowledges that Owner and certain third-parties are relying on the information contained in this Estoppel Certificate.

DATE: _____, 2022

**CENTER CITY RESIDENTS'
ASSOCIATION**
A Pennsylvania non-profit corporation

By: _____
Name:
Title: