

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (hereinafter, “the Agreement”) is entered into this ____ day of _____, 2023 (the “Effective Date”), by and between **SAM’S PLACE REALTY ASSOCIATES, L.P.** (hereinafter, “Owner”) and **CENTER CITY RESIDENTS’ ASSOCIATION OF PHILADELPHIA** (hereinafter “CCRA”).

WHEREAS, Owner owns or has under contract certain real property in the City of Philadelphia, Pennsylvania currently known as 1826 Chestnut Street, Philadelphia, PA 19130 (hereinafter, the “Property”);

WHEREAS, Owner plans to redevelop the Property (the “Project”);

WHEREAS, the Project is by-right under the applicable Philadelphia Zoning Code provisions (the “Code”), and also is subject to review by the Philadelphia Civic Design Review Committee (“CDR”).

WHEREAS, CCRA is the registered community organization (hereinafter, “RCO”) under the Code authorized to represent the interests of the residents who live in the territory encompassing the south side of John F. Kennedy Boulevard to the north side of South Street, and from the west side of Broad Street to the Schuylkill River; and which such territory includes the Property; and

WHEREAS, Owner has, to date, engaged with CCRA regarding its plans to develop the Project;

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, and intending to be legally bound, the parties hereby enter into this Agreement and agree to the following terms:

1. **Design Plans and Specifications.** Owner agrees to develop the Project substantially in accordance with the plans attached to this Agreement as Exhibit “A” (hereinafter “the Current Plans”), subject to any and all necessary modifications that may be required or requested in connection with obtaining any zoning ordinance(s), approval(s), and/or permit(s) from the City of Philadelphia and/or any other governmental agency (hereinafter, “Necessary Modifications”)

2. **Modification of Design Plans and Specifications.** The parties acknowledge and understand that the Current Plans are not final, and further acknowledge and understand that the Current Plans will be modified as planning for, or the construction of, the Project progresses. Owner agrees that any such modifications will not materially increase the height, alter the mass, or general appearance of the Project. Notwithstanding, Owner may make the Necessary

Modifications and 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. In the event of a material modification to the Current Plans, Owner agrees to provide timely copies of updated plans for the Project to CCRA. In the event CCRA determines that any updated plans materially increase the height, alter the mass, and/or general appearance of the Project, CCRA shall have the right to unilaterally terminate this Agreement and all of its obligations hereunder.

3. **Additional Items.** In a further effort to be a good neighbor and encourage the beneficial development of the area near the Property, Owner further agrees to the following:

(a) **Trees and Plantings.** Owner will make reasonable efforts to maximize the number of street trees and other plantings incorporated in the Project. Owner will endeavor to avoid loss of planting sites and make reasonable efforts to use native plants and large canopy, native (rather than non-native) trees supported by adequately sized tree pits. Developer will add permanent planters to the entrance in a manner calculated to discourage persons who are not patrons from obstructing the entrance or harassing patrons.

(b) **Exterior Maintenance.** Owner will comply with all applicable provisions of Title 4.2 of the Philadelphia Code, the Property Maintenance Code. In connection therewith, Owner will act in a reasonable manner to cure any acts of vandalism and/or graffiti occurring on or around the Property.

(c) **Trash and Litter.** Owner will comply with all applicable provisions of Title 4.2 of the Philadelphia Code, the Property Maintenance Code. In connection therewith, Owner agrees to make reasonable efforts to instruct occupants of the building encompassed by the Project to store trash within designated areas as and where shown on the Current Plans.

(d) **Deliveries and Trash Removal.** Owner agrees that deliveries to the Project and its occupants and trash removal from the Project are intended to be conducted through the designated off-street loading docks and loading areas off of 19th Street, as and where shown on the Current plans; and only at times permitted by applicable law.

(e) **Traffic Congestion.** To avoid congestion on 19th Street due on loading/unloading, Owner will make reasonable efforts to instruct occupants to schedule loading/unloading at such times as to restrict simultaneous use of any loading/unloading areas by more than the number of vehicles such area can reasonably accommodate. In addition, all vehicles entering the Project from 19th Street for the purposes of loading and unloading shall enter front first, turn around on the turntable(s) within the Project constructed for this purpose, and shall exit the Project front first onto 19th Street. All tenants of the Project, both commercial and residential, shall be required by Owner to abide by this rule as a condition of all such tenants' leases.

4. **Diverse Enterprise and Workforce Opportunities.** Owner commits to using this project to further build the capacity of locally based diverse businesses by achieving a combined

MBE and WBE project goal of 10-20% and a workforce goal of 15-20%. Owner agrees to provide CCRA with courtesy copies of reports describing its efforts to attain the project goals stated above no less frequently than semi-annually during construction.

5. **Exterior Lighting.** The building exterior shall not have LED ornamental lighting. Flashing, color changing, and other LED lighting shall be prohibited. Animated and electronic message signs shall be prohibited. Notwithstanding the foregoing, Owner may use LED lighting to the extent such lighting is permitted under the provisions of the Philadelphia Code. Owner may from time-to-time propose accessory signs, which make use of LED or other state of the art lighting. Except for building identification signs as permitted under 14-904(3) of the Philadelphia Code, all proposed illuminated signs will be submitted to CCRA for approval prior to Owner seeking approval from the City, such approval by CCRA will not be unreasonably withheld, conditioned, or delayed as to signs which comply with this Section.

6. **Historic Preservation.** Simultaneously with the execution of this Agreement, Owner will enter into an agreement with the Preservation Alliance for Greater Philadelphia for an historic easement on the exterior of the Project which concerns the preservation of the historic elements of the Project during and after construction. The parties hereto agree that a breach of that agreement by the Owner shall be a breach of this agreement as well.

7. **Support for Approvals.** As consideration for CCRA entering into this Agreement, CCRA agrees to the following:

(a) Except as otherwise expressly provided by this Agreement, CCRA shall not protest, oppose, contest, or appeal any application for a permit or other approval submitted by or on behalf of Owner with respect to the Project, including, but not limited to, any application relating to zoning, planning, streets, building, art, historic or utilities. Except as otherwise expressly provided by this Agreement, at the request of Owner, CCRA shall write to or send a representative to appear before any governmental board or agency to testify or otherwise indicate CCRA's non-opposition for any application for a permit or other approval submitted by or on behalf of Owner in connection with the Project.

(b) In the event of any appeal by CCRA of any permit or approval obtained by or on behalf of Owner, Owner shall have the right to unilaterally terminate this Agreement and all of its obligations hereunder.

8. **Construction Activity.**

(a) Owner shall provide CCRA with a proposed construction schedule and designate a construction contact prior to the commencement of construction work for the Project. The construction contact will be available to respond to and address any issues arising during the course of construction of the Project.

(b) All construction activities shall be performed in accordance with applicable provisions of Philadelphia Code Chapter 10-400. During construction, Owner shall instruct its contractors and subcontractors not to block any lane of traffic on 19th Street or Chestnut Street except as required to complete construction activities and in such cases, traffic will be obstructed for the shortest duration possible. Temporary sidewalk and streets closures may be made in accordance with the rules and regulations of the Philadelphia Streets Department and other applicable laws. If sidewalk closures occur, protected temporary pedestrian walkways (i.e., buffered from traffic and covered) will be provided, subject to Streets Department approval and where physically feasible.

(c) Outdoor construction activity will be performed in accordance with all applicable City Codes, including, but not limited to, Title 4, The Philadelphia Building Construction and Occupancy Code. Owner anticipates that outdoor construction activity will be performed Mondays through Fridays from 7:00 a.m. until 5:00 p.m., and on Saturdays from 8:00 a.m. until 5:00 p.m. If Owner and/or its contractors, subcontractors, material suppliers, and/or agents find it necessary to work outside of the hours set forth above, Owner shall use reasonable efforts to give CCRA reasonable advance notice that such work at such times is necessary, and the reasons therefor.

(d) Owner shall instruct its contractors, subcontractors, material suppliers, and agents to conduct construction activities and construction related deliveries at the Property in such 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 neighboring properties, and/or the creation (without prompt removal thereof) of waste and dirt piles, except in connection with the site excavation and foundation construction activities; provided, that such activities are conducted in accordance with applicable laws and codes. If there is a need to shut down the sidewalk on the east side of 19th Street, Owner shall instruct its contractors and subcontractors to install protective measures to prevent dust and debris from migrating to the other side of the street.

(e) Owner shall make reasonable efforts throughout the duration of the construction of the Project to avoid interference with or obstruction of the utilities of and to neighboring properties, including (without limitation) the electrical, natural gas, cable, telephone, and water supply. In the event of any such interference or obstruction caused by Owner or any of its contractors, subcontractors, material suppliers, and/or agents, then Owner shall make any repairs to rectify the interference or obstruction that are within Owner's control and shall notify the respective utility provider to make repair of the interference or obstruction to the extent the repair is outside of Owner's control. Notwithstanding the foregoing, to the extent any interference or obstruction to neighboring residents or their tenants is caused by the utility providers, Owner shall not be held responsible therefore.

9. **Ground Floor Restaurant/Retail Variances.**

(a) CCRA's consideration, as an RCO, of any referral from the Philadelphia Zoning Board of Adjustment and/or application for a zoning variance relating to any planned retail and/or

commercial use shall be exempt from the requirements of Paragraph 7 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. Owner acknowledges and understands that with regard to referrals relating to 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.

(b) If any ground floor restaurant operating within the Project and acceptable to CCRA desires to hold a liquor license, CCRA shall cooperate with Owner in connection with the granting or transfer of one (1) or more liquor licenses to the Property. Such cooperation shall also include working in good faith with Owner to enter into a standard conditional licensing agreement (hereinafter, “CLA”) with the Pennsylvania Liquor Control Board. Developer acknowledges and understands that with regard to CLAs, CCRA frequently asks liquor license applicants to agree to certain standard restrictions concerning, *inter alia*, live music, outdoor music, and noise mitigation.

10. **Signage Variances.** CCRA’s consideration, as an RCO, of any application for a zoning variance relating to exterior signage on the Project shall be exempt from the requirements of Paragraph 7 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.

11. **Notices.** All notices and other communications required herein shall be sent by email *and* U.S. first class mail (or in lieu of U.S. first class mail, by another recognized delivery service) to the following addresses:

- | | |
|---|---|
| (1) <u>If to Owner:</u>
Adam Goodman
Goodman Properties
636 Old York Road
2nd Floor
Jenkintown, PA 19046
Email: adam@goodmanproperties.org | (2) <u>If to CCRA:</u>
CCRA
1901 Market Street
Philadelphia, PA 19103
Attn: Travis Oliver
Email: centercity@centercityresidents.org |
|---|---|

with a copy to:

with a copy to:
Stevens & Lee, P.C.
1500 Market Street
East Tower, Suite 1800
Philadelphia, PA 19102
Attn: Wade Albert, Esquire
Email: wade.albert@stevenlee.com

or in each case, at such other addresses as may, from time-to-time, be specified in writing, provided that no change shall be deemed to have been given until it is actually received by the other party.

12. **Recording.** Owner will record a Notice of the existence of this Agreement with the Philadelphia Department of Records in form and substance acceptable to Owner (the “Notice”) at the time Owner obtains construction financing for the Project, notice of which will be provided to CCRA. As consideration for the recordation of a Notice of this Agreement, CCRA makes the following commitments:

(a) 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”). Additionally, CCRA shall execute a termination of memorandum, in form reasonably acceptable to the parties, and deliver same to Owner’s title company, on or before the date the Notice referenced above is recorded, to be held in escrow and to be recorded in the event this Agreement is terminated in accordance with Section 7(b).

(b) CCRA agrees that it shall execute, in recordable form, such partial satisfactions of the covenants contained within this Agreement as may be requested by Owner from time to time during the course of development.

(c) CCRA agrees that it will, from time to time, execute and deliver to Owner and/or its direct and/or indirect owners a written statement addressed to Owner (or to such other party designated by Owner, including but not limited to, the direct and/or indirect owners of Owner and mortgagees of Owner and any other any party providing debt and/or equity financing to Owner and/or the direct and/or indirect owners of Owner), which statement must certify to such person and its successors and assigns that Owner is not in default as to any obligations of Owner under this Agreement (or if Owner is in default, specifying any default), confirm covenants contained herein have been satisfied, must confirm CCRA’s agreements contained above, and must contain such other information or confirmations as Owner may reasonably require. CCRA shall return such executed statements within ten (10) business days of Owner’s request. A form Estoppel is attached hereto as Exhibit “C”.

11. **Lender and Partner Modifications.** In connection with Owner obtaining any construction financing and/or Owner and/or its direct and/or indirect owners obtaining any other mortgage, debt and/or equity financing with respect to the Project, if any such lender or partner requests modifications or changes to this Agreement and/or a subordination, non-disturbance, and attornment agreement (hereinafter, an “SNDA”), the parties will cooperate in acknowledging and documenting such changes or modifications and/or in executing any SNDA, which SNDA, at any such lender’s or partner’s option, shall be in recordable form.. CCRA shall not terminate this Agreement in the event of a default hereunder by Owner unless CCRA shall have first given any such lender or partner notice of and a reasonable opportunity to cure such default and any such Estoppel and/or SNDA shall specifically provide for the giving of such notice by CCRA to such lender or partner and opportunity to cure by such lender or partner. Should any modification or change to this Agreement or Estoppel or SNDA be requested hereunder, CCRA agrees to execute and deliver such required documentation within the timeframe outlined in Paragraph 10(c) above.

12. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, a party shall notify the other party of any such dispute in writing and shall receive a response from the party or parties claimed to be in breach within five (5) business days following receipt of such notice substantively responding to the dispute notice and proposing a time and place for meeting within five (5) business days following the date of the response if such response does not fully resolve the dispute.

(a) The party in breach shall be given an opportunity to cure such breach within ten (10) days following notice thereof, or, in the event such breach cannot be remedied in such period but the party in breach is diligently pursuing a remedy, such cure period shall be extended for sixty (60) days.

(b) If the dispute is not settled through negotiation or an alleged breach is cured within the period set forth above, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days administered under the Rules of the American Association of Arbitration before pursuing any judicial resolution. In the event that the parties are unable to agree on a mediator, a mediator shall be appointed by the named administrator.

(c) After exhausting the mediation procedure set forth in the immediately preceding Section and the expiration of any applicable cure periods, a party may bring suit against another party or otherwise pursue all remedies available at law or in equity at such party's own cost and expense.

13. **Effectiveness.** In the event that the Philadelphia Department of Licenses & Inspections does not issue a final zoning permit for the Project, or if there is a third-party appeal of the final zoning permit or any other zoning permit, building permit, license or approval for the Project which is not finally and conclusively decided in favor of the Owner or the Project, or if the Owner or its successor is unable to begin construction of the Project for any reason within two (2) years of the Effective Date, then this Agreement shall be null and void and the parties shall have no further obligation to each other.

14. **Authority.** The individuals executing this Agreement represent and warrant that they are each authorized to bind their respective party.

15. **Successors and Assigns.** The terms and conditions set forth herein are covenants intended by the parties hereto to apply to and bind Owner and CCRA, and each of their respective successors and assigns (as well as any managers or operators of the Project and the premises thereof, and any condominium and/or co-operative association and members thereof in the event that the Property is ever converted into condominium or co-operate type ownership) with respect to the Project. Owner agrees to provide a copy of this Agreement to any prospective successor or assign, and require that any successor or assign agree to be bound by this Agreement as a condition of any sale or conveyance; and this Agreement shall be solely binding upon such successors and assigns, and any previous owner shall be released from any liability hereunder. As a condition to such release, Owner agrees to provide CCRA with a copy of Owner's written notice to such

successor or assign, and such successor's or assign's acceptance thereof, regarding the requirements of this Paragraph.

16. **Voluntary Agreement.** The parties acknowledge and represent that each has had the opportunity to thoroughly discuss all aspects of this Agreement with an attorney, that each has carefully read and fully understood all of the provisions of this Agreement, and that each is voluntarily entering into this Agreement.

17. **Submission to Jurisdiction.** The parties hereby consent to the jurisdiction of any state or federal court in Philadelphia County, Pennsylvania, and irrevocably agree that all actions and proceedings relating to this Agreement may and shall promptly be litigated in such courts. Each party further waives any objection it may have to the conduct of any action or proceeding in any such court based on improper venue or *forum non conveniens*.

18. **Additional Terms.**

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. All other agreements, understandings, and negotiations, by the parties with respect to the subject matter hereof, as of the date hereof, are merged into this Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) In the event that any court or governmental agency of competent jurisdiction finds that any provision of this Agreement, or part thereof, is illegal, invalid, or unenforceable in any respect, the court or governmental agency may limit, alter or reform such provision to render it valid and enforceable. In the event that any court or governmental agency of competent jurisdiction finds that any part of this Agreement is illegal, invalid, or unenforceable in any respect, and that limitation, alteration, or reformation of the provision is not possible, then the validity, legality, and enforceability of the remainder shall not be affected.

(d) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.

(e) The terms of this Agreement may be changed, waived, discharged, or terminated only by an agreement in writing signed by all parties.

(f) No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained herein shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

(g) The recitals contained in this Agreement are incorporated herein as if set forth at length. The headings in this Agreement are for convenience of the parties and are not part of the substance thereof.

(h) This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the dates set forth below.

Sam's Place Realty Associates, L.P.

Center City Residents' Association
of Philadelphia

By: _____

Name:

Title:

By: _____

Name:

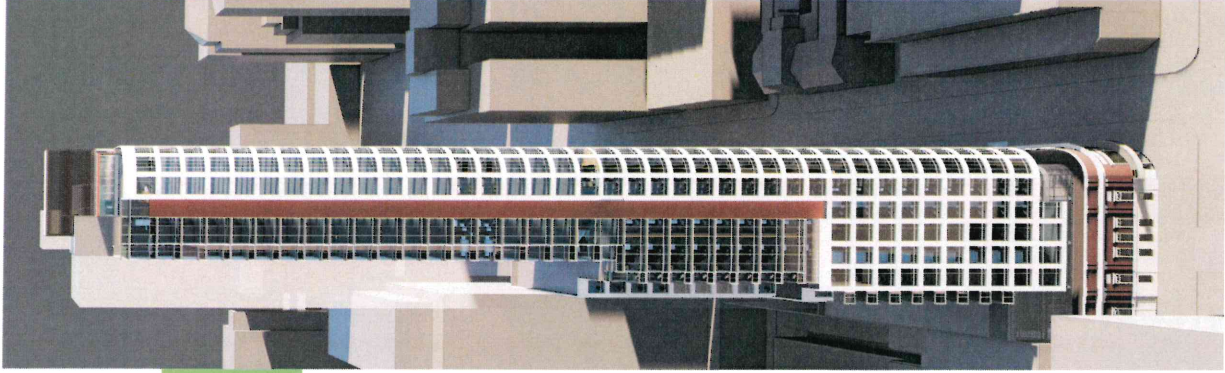
Title:

EXHIBIT “A”

CURRENT PLANS

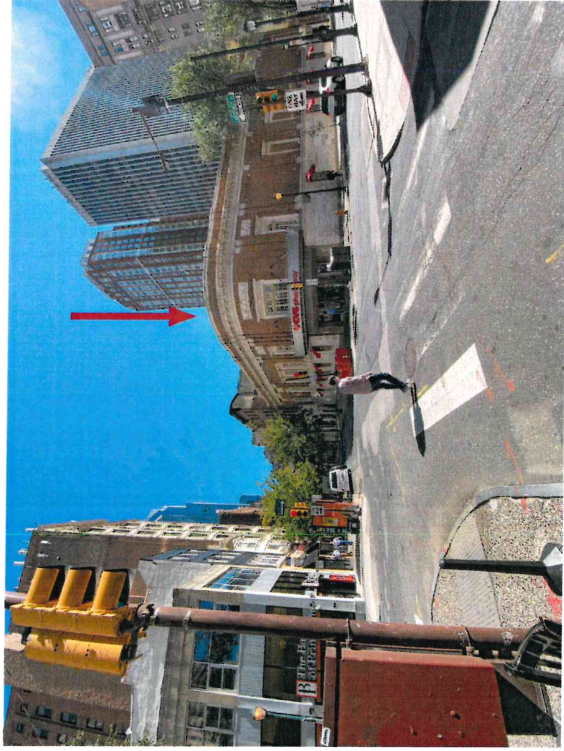
1826 CHESTNUT ST.

march 30, 2023 | center city residents association





1 VIEW OF SITE FROM 19TH STREET LOOKING SOUTHEAST



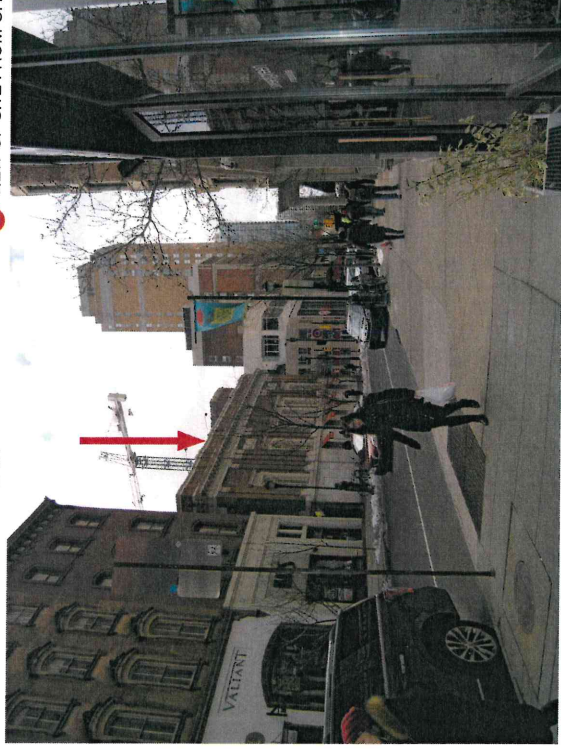
2 VIEW OF SITE FROM CHESTNUT STREET LOOKING SOUTHEAST



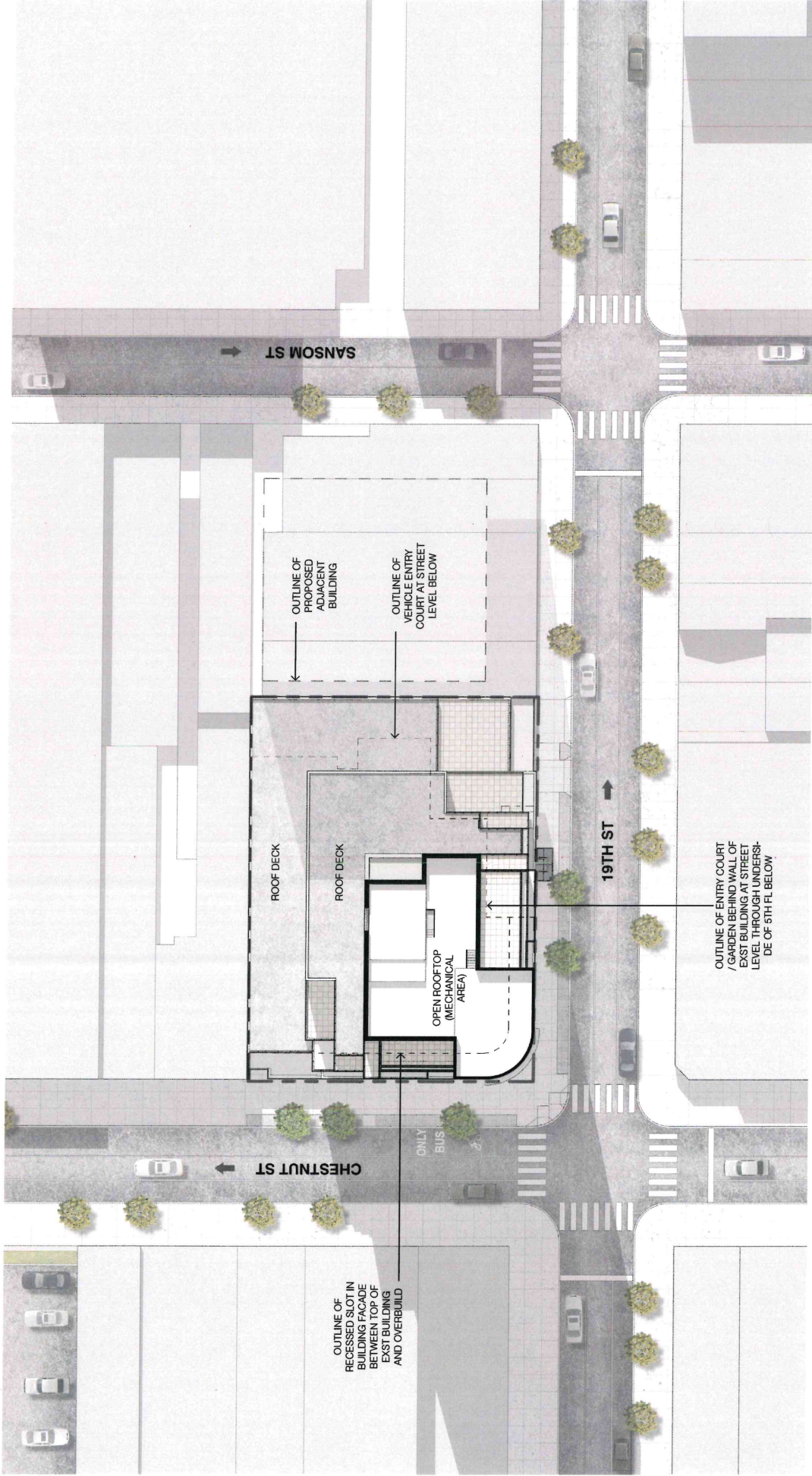
3 VIEW OF SITE FROM CHESTNUT STREET LOOKING EAST



4 VIEW OF SITE FROM 19TH STREET LOOKING NORTH

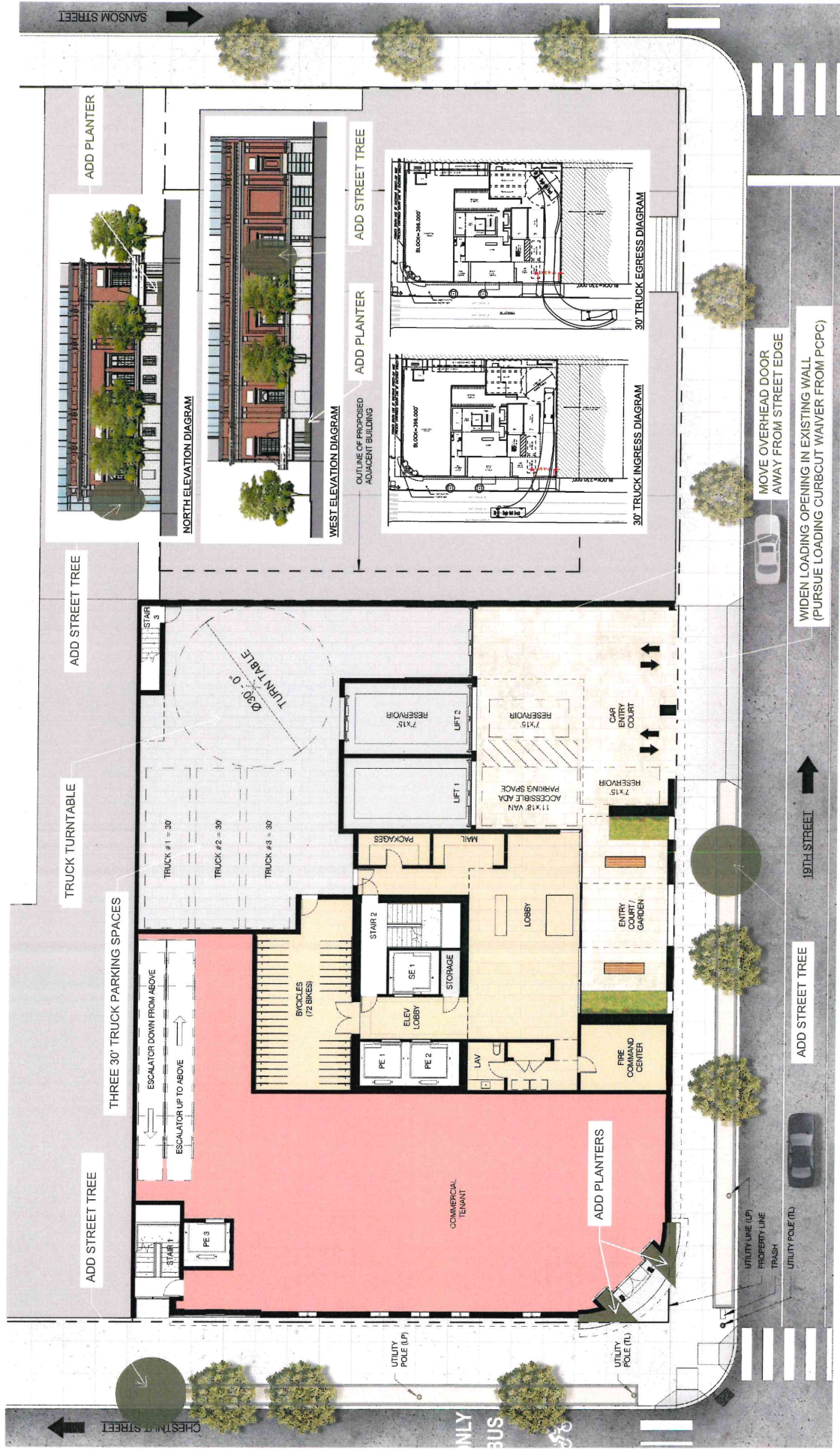


5 VIEW OF SITE FROM CHESTNUT STREET LOOKING WEST



0 8' 16' 32'

site plan



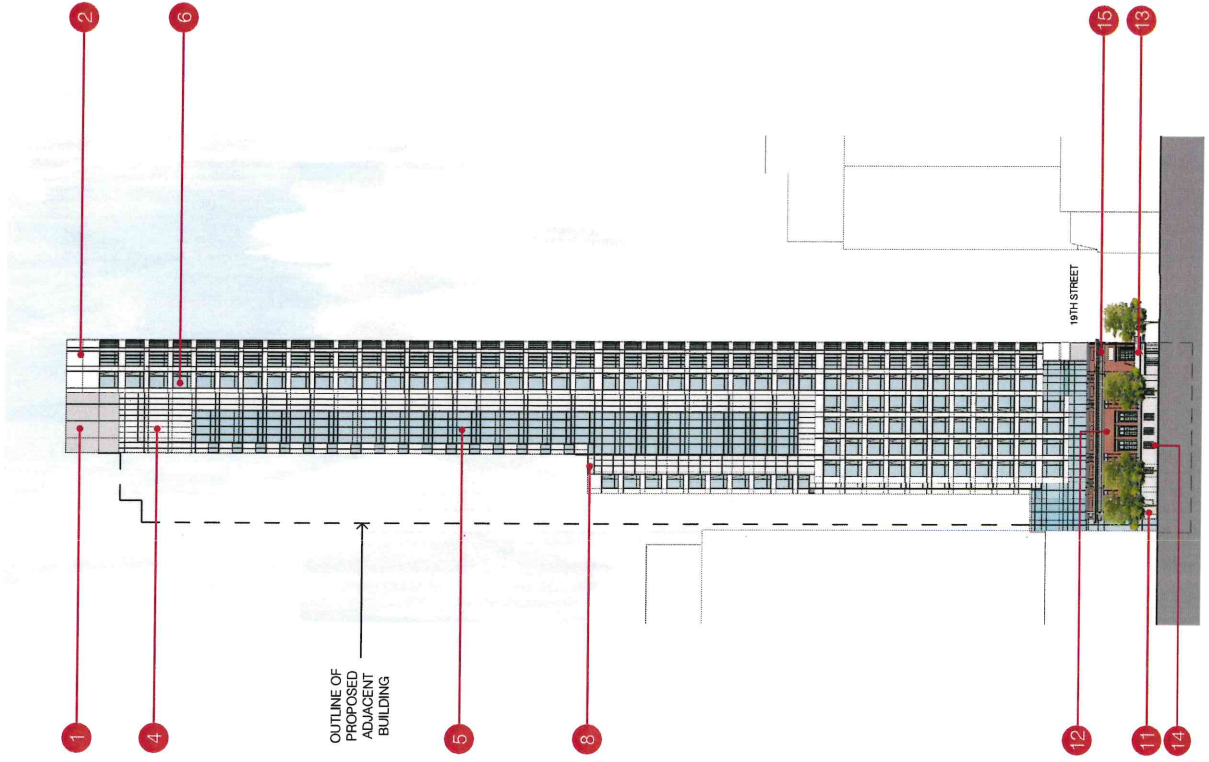
first floor plan



floor plans

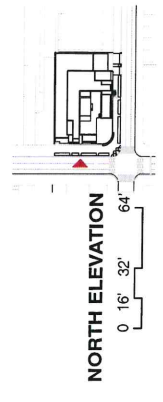


floor plans

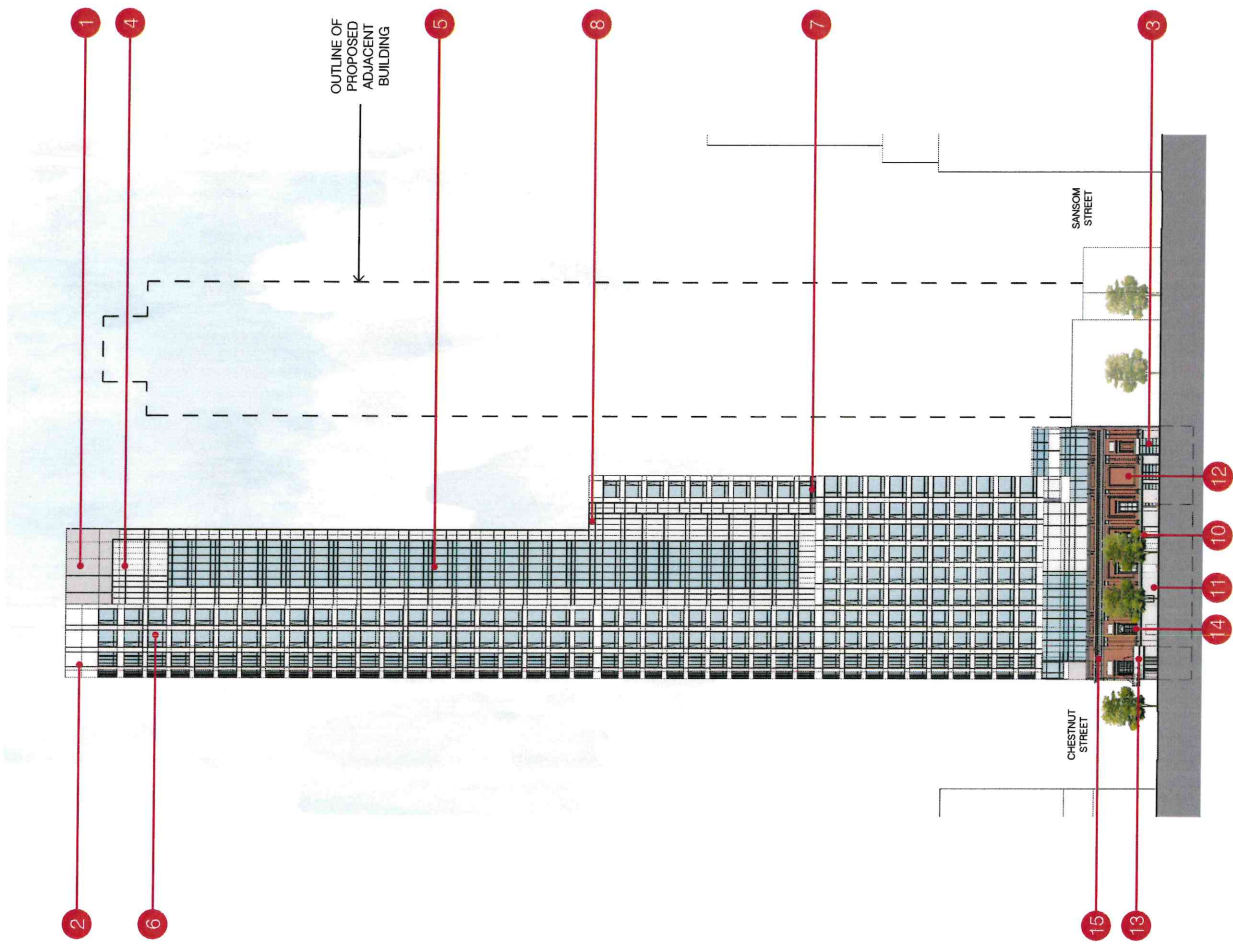


- 1 EXPOSED CONCRETE WITH EPOXY COATING
- 2 METAL WALL PANEL SYSTEM
- 4 WINDOW WALL A
- 5 WINDOW WALL B
- 6 WINDOWS
- 8 GLASS GUARDRAIL
- 11 EXISTING LIMESTONE BASE
- 12 EXISTING BRICK
- 13 EXST METAL SIGN MARQUE & STOREFRONT
- 14 EXISTING WOOD WINDOWS
- 15 EXISTING TERRA COTTA

elevations



goodman properties | cbp architects



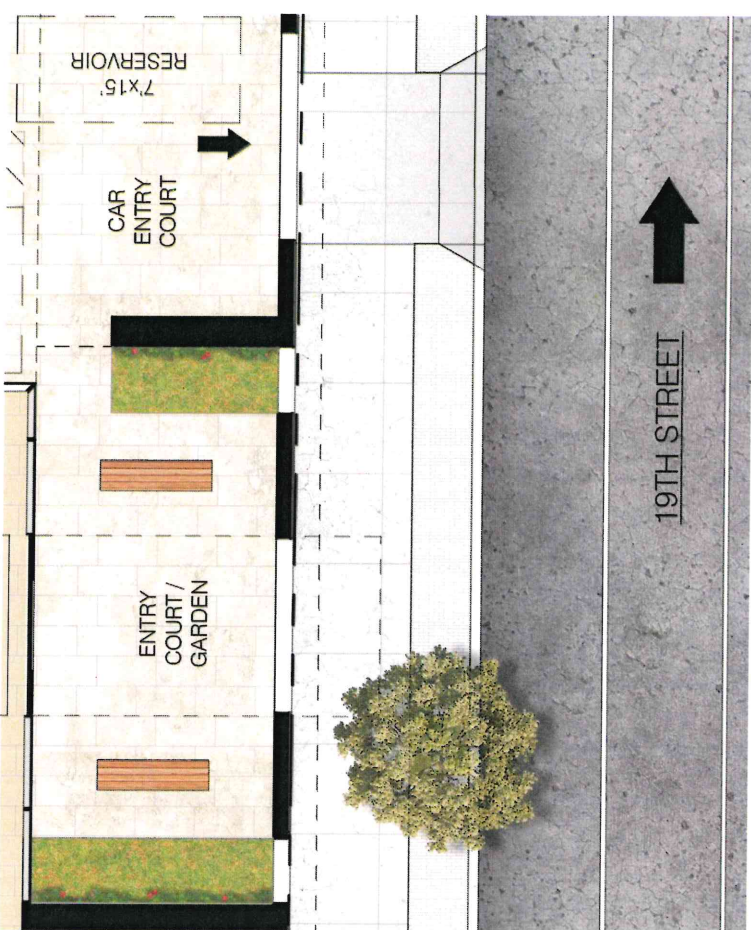
- 1 EXPOSED CONCRETE WITH EPOXY COATING
- 2 METAL WALL PANEL SYSTEM
- 3 OVERHEAD DOORS
- 4 WINDOW WALL A
- 5 WINDOW WALL B
- 6 WINDOWS
- 7 METAL GUARDRAIL
- 8 GLASS GUARDRAIL
- 9 GLASS CANOPY
- 10 EXISTING LIMESTONE BASE
- 11 EXISTING BRICK
- 12 EXST METAL SIGN MARQUE & STOREFRONT
- 13 EXISTING WOOD WINDOWS
- 14 EXISTING TERRA COTTA

WEST ELEVATION

0 16' 32' 64'

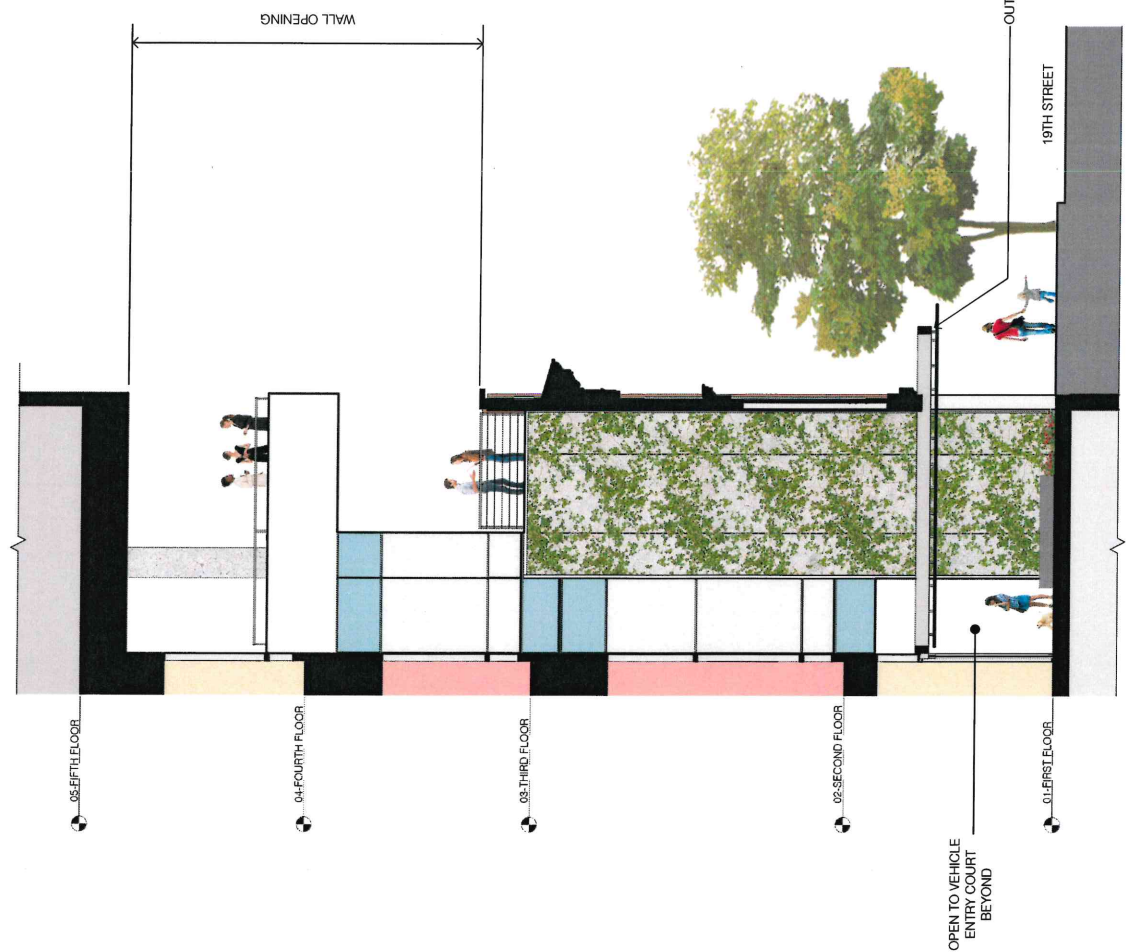
goodman properties | cbp architects

elevations



GROUND FLOOR CALLOUT

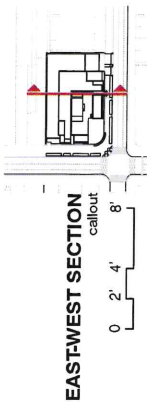
19TH STREET



OPEN TO VEHICLE
ENTRY COURT
BEYOND

OUTLINE OF STEEL

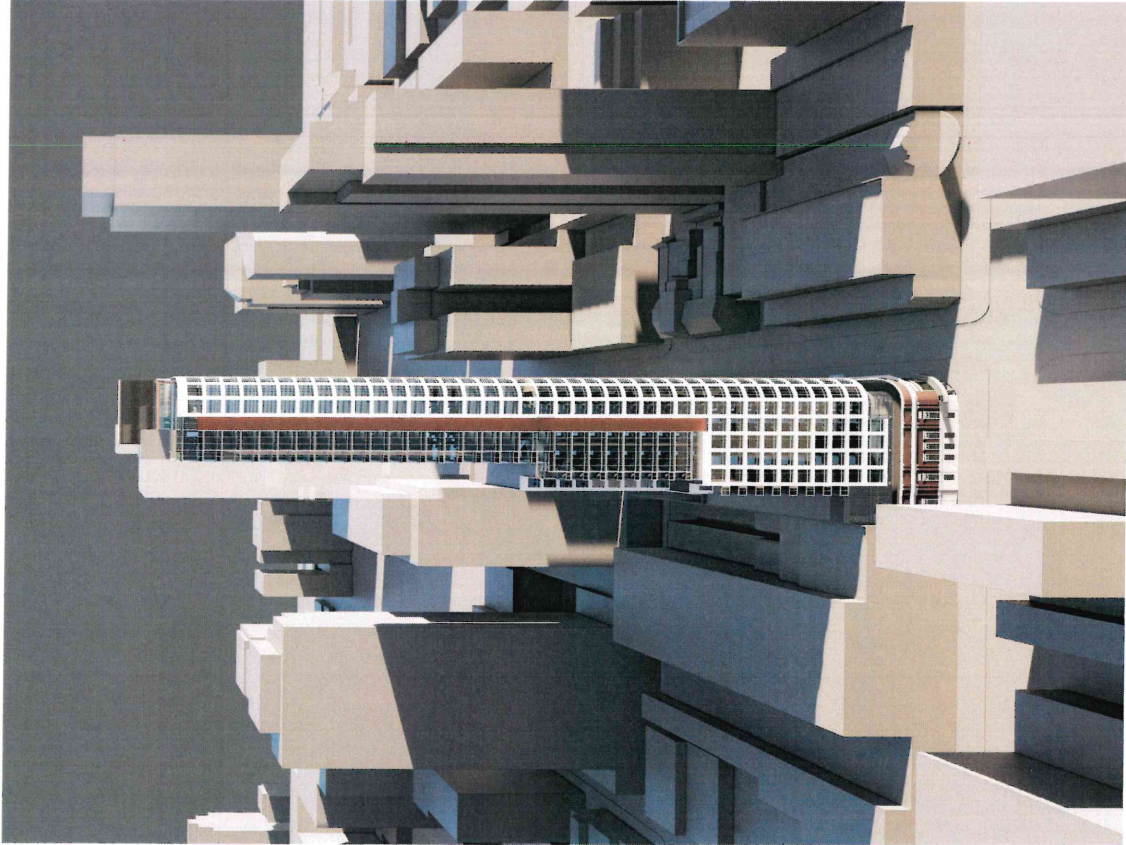
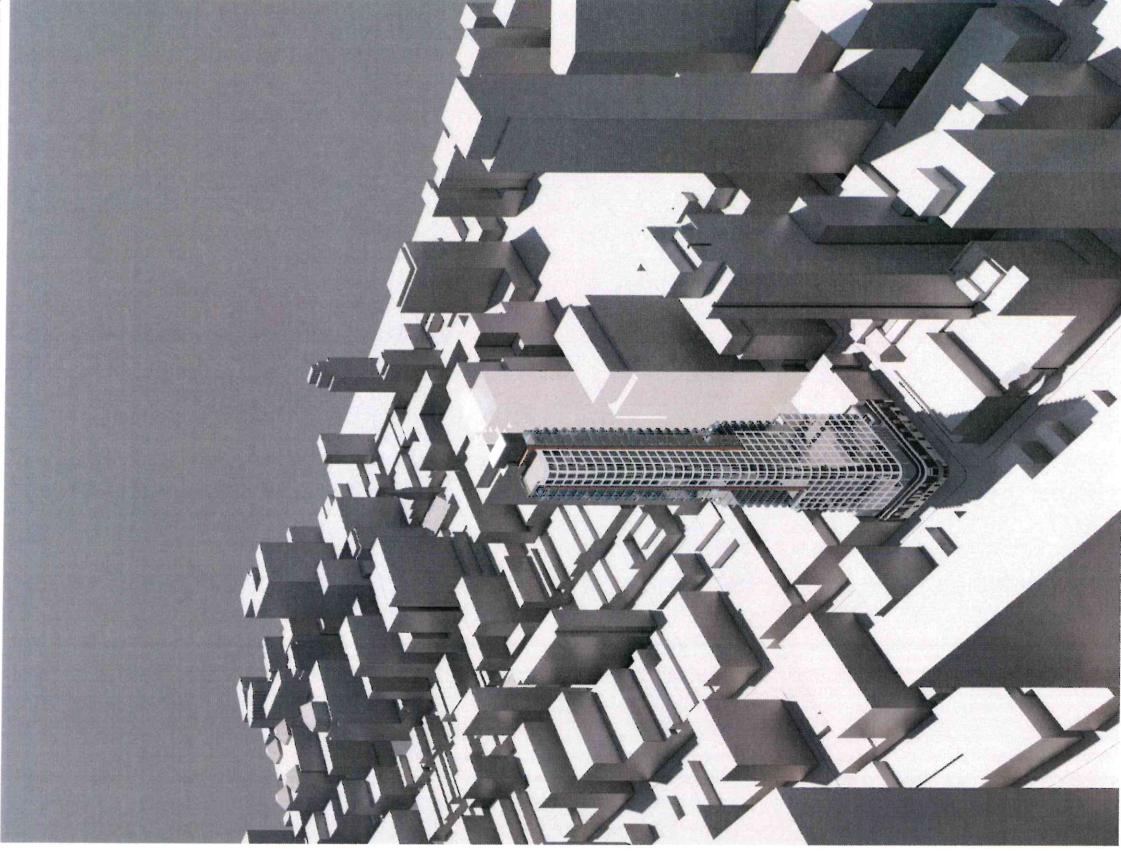
19TH STREET



EAST-WEST SECTION
callout

sections

AERIAL VIEW LOOKING SOUTHEAST



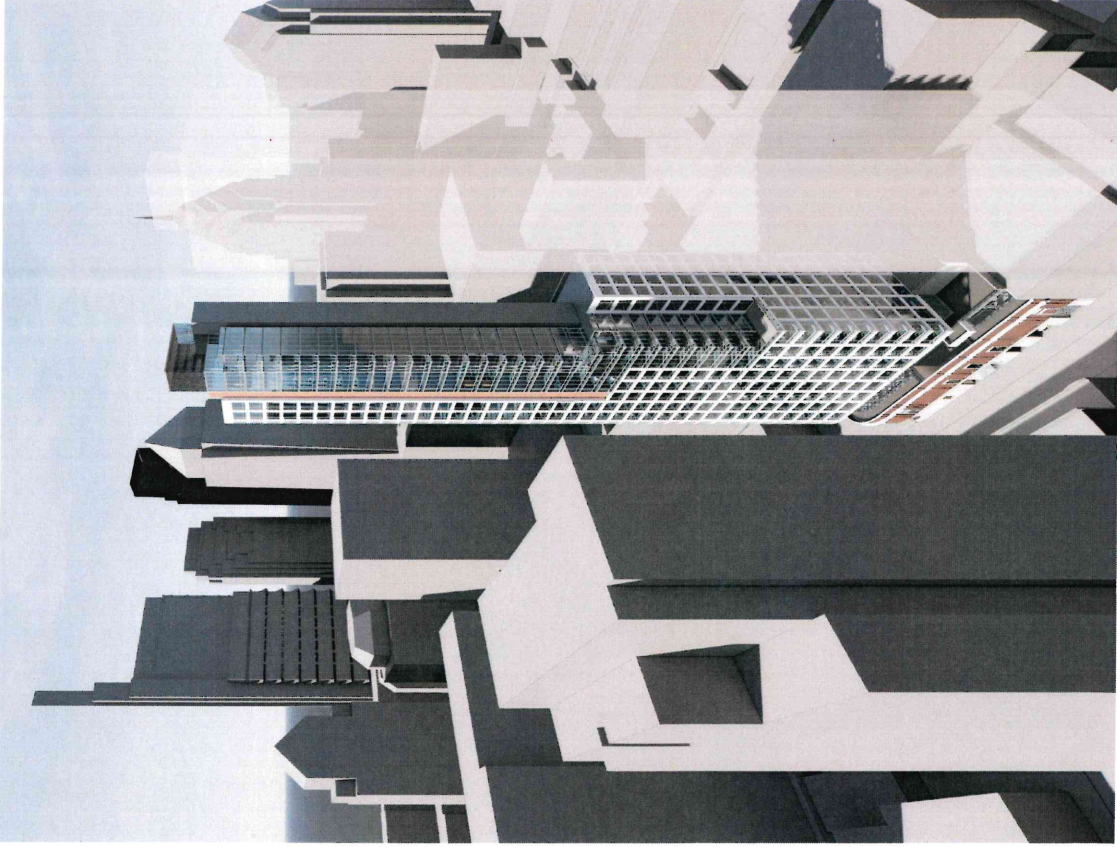
AERIAL VIEW LOOKING SOUTH

march 30, 2023 | CCRA | 1826 chestnut st.

3D context

goodman properties | cbp architects

AERIAL VIEW LOOKING NORTHEAST



AERIAL VIEW LOOKING SOUTHWEST



VIEW LOOKING EAST ON CHESTNUT STREET & SOUTH ON 19TH STREET

march 30, 2023 | CCRA | 1826 chestnut st.

perspectives

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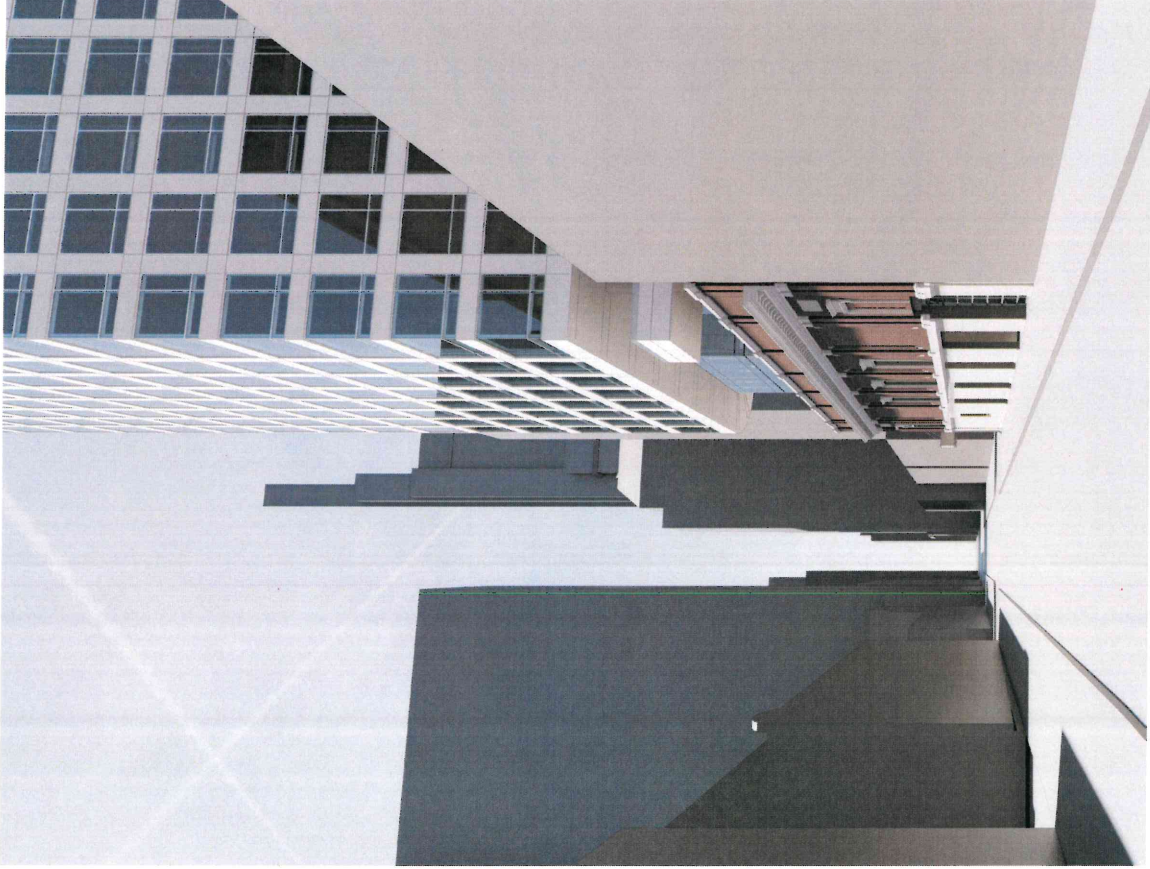


STREET VIEW LOOKING NORTH ON 19TH STREET

march 30, 2023 | CCRA | 1826 chestnut st.

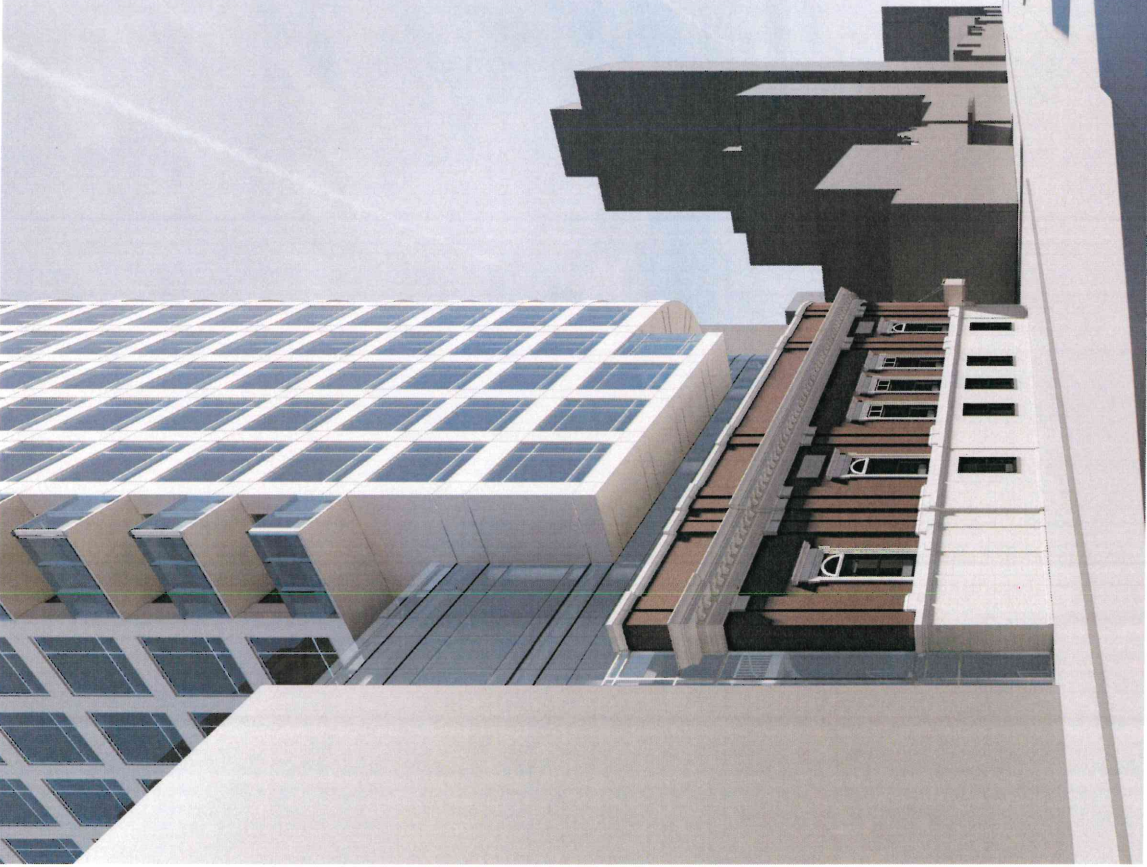
perspectives

goodman properties | cbp architects



STREET VIEW LOOKING NORTH ON 19TH STREET

perspectives

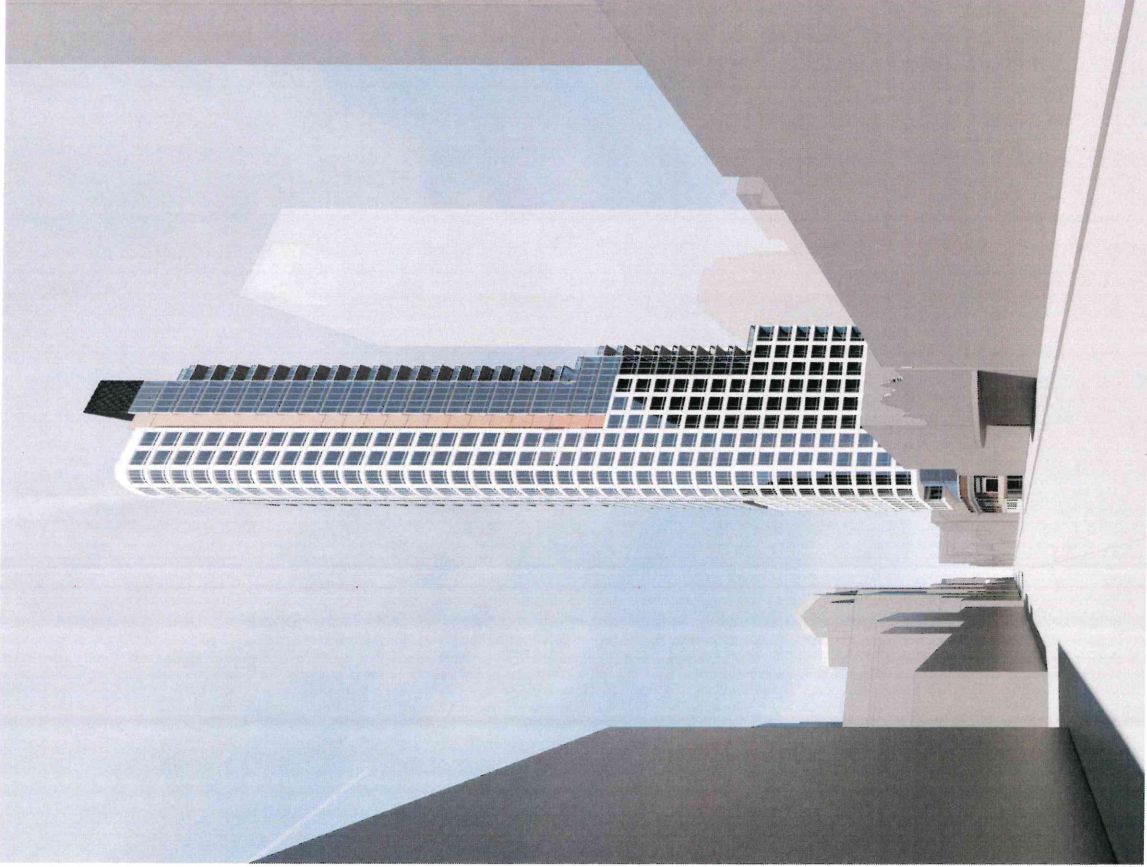


STREET VIEW LOOKING WEST ON CHESTNUT STREET

march 30, 2023 | CCRA | 1826 chestnut st.

perspectives

goodman properties | cbp architects



STREET VIEW LOOKING EAST ON CHESTNUT STREET

perspectives

march 30, 2023 | CCRA | 1826 chestnut st.

goodman properties | cbp architects

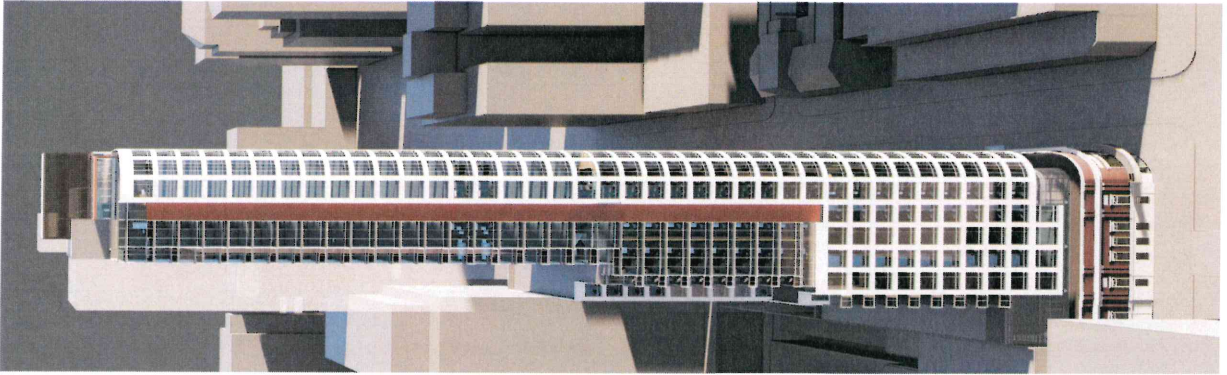


EXHIBIT “B”

NOTICE RECORDING AND SATISFACTION AGREEMENTS

NOTICE OF COMMUNITY BENEFITS AGREEMENT

Prepared by and
When Recorded Return to:

Andrew Duckworth
Goodman Properties
636 Old York Road, 2nd Floor
Jenkintown, PA 19046
Facsimile No.: 215-885-4789

Property Address:
1826 Chestnut Street

OPA Nos:
882043400

NOTICE OF COMMUNITY BENEFITS AGREEMENT

This Notice of Community Benefits Agreement is dated as of the ____ day of _____, 2023 by SAM’S PLACE REALTY ASSOCIATES, L.P., a Pennsylvania limited partnership (“Owner”) and the CENTER CITY RESIDENTS ASSOCIATION OF PHILADELPHIA, a Pennsylvania non-profit corporation (“CCRA”).

WHEREAS, Owner is the owner of a lot, piece or parcel of ground, together with the building and improvements thereon erected at 1826 Chestnut Street in the City of Philadelphia and Commonwealth of Pennsylvania, (collectively, the “Property”) as more particularly described on **Exhibit 1** hereto.

WHEREAS, Owner and CCRA have, on or about the date hereof, entered into a certain Community Benefits Agreement (together with any and all amendments, addenda, supplements, and riders thereto is hereinafter collectively referred to as the “Agreement”), whereby, among other things, (1) Owner has agreed to certain undertakings with respect to the development of the Property; and (2) CCRA has agreed not to oppose, contest or appeal any permits or approvals which Owner must apply for in connection with the development of the Property.

WHEREAS, Owner and CCRA have agreed to execute and cause to be recorded, this Notice of Community Benefits Agreement in order to reflect upon the public record the existence of the Agreement.

NOW, THEREFORE, the parties state as follows with respect to the Agreement:

1. This Notice of Community Benefits Agreement is intended only to give notice of the existence of the Agreement and shall not alter, amend, modify or interpret in any way the terms and conditions of the Agreement. In the event of any conflict between the terms of this Notice of

Community Benefits Agreement and the terms of the Agreement, the terms of the Agreement shall control.

2. This Notice may be executed in counterparts, all of which when taken together will comprise one (1) fully executed original document.

IN WITNESS WHEREOF, Owner and CCRA have caused this Notice of Community Benefits Agreement to be executed as of the day and year first above written.

SAM'S PLACE REALTY ASSOCIATES, L.P.,
a Pennsylvania limited partnership
By: Sam's Place GP, LLC, its general partner

By: _____
Name: Bruce A. Goodman
Title: Member

**CENTER CITY RESIDENTS' ASSOCIATION
OF PHILADELPHIA,**
a Pennsylvania non-profit corporation

By: _____
Name: Richard Gross
Title: President

STATE OF PENNSYLVANIA :
 : ss
COUNTY OF MONTGOMERY :

On this, the ____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Bruce A. Goodman, who acknowledged himself to be the Member of Sam's Place GP, LLC, the general partner of **SAM'S PLACE REALTY ASSOCIATES, L.P.**, a Pennsylvania limited partnership and that he, being authorized to do so, executed the forgoing Instrument for the purposes therein contained on behalf of the said **SAM'S PLACE REALTY ASSOCIATES, L.P.**, a Pennsylvania limited partnership.

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

My Commission Expires:

NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
 : ss
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **RICHARD GROSS**, who acknowledged himself to be the President of the **CENTER CITY RESIDENTS' ASSOCIATION**, a Pennsylvania non-profit corporation, and that he, being authorized to do so, executed the forgoing Instrument for the purposes therein contained on behalf of the said **CENTER CITY RESIDENTS' ASSOCIATION**, a Pennsylvania non-profit corporation, as such President.

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

My Commission Expires:

NOTARY PUBLIC

[NOTARIAL SEAL]

Exhibit 1

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, described according to a Plan of Properties.

SITUATE in the 8th Ward of the City of Philadelphia made for Albert M. Greenfield and Co. by Ben H. Joseph, Surveyor and Regulator of the 3rd District dated 7/14/1953 and described as follows, to wit:

SITUATE at the intersection of the South side of Chestnut Street (60 feet wide) and the Easterly side of 19th Street (50 feet wide).

CONTAINING in front or breadth on the said Chestnut Street 101 feet and extending of that width in length or depth Southward between lines parallel with 19th Street 135 feet.

BEING known as 1826 Chestnut Street.

Being the same premises which United Artists Realty Company, a Delaware Corporation by Deed dated 8/19/1994 and recorded 8/23/1994 in Philadelphia County in VCS 659 Page 87 conveyed unto Sam's Place Realty Associates, L.P., a Pennsylvania Limited Partnership, its successors and assigns, in fee.

**AMENDMENT OF NOTICE OF
COMMUNITY BENEFITS
AGREEMENT**

Prepared by and
When Recorded Return to:

Andrew Duckworth
Goodman Properties
636 Old York Road, 2nd Floor
Jenkintown, PA 19046
Facsimile No.: 215-885-4789

Property Address:
1826 Chestnut Street

OPA Nos:
882043400

AMENDMENT OF NOTICE OF COMMUNITY BENEFITS AGREEMENT

This Amendment of Notice of Community Benefits Agreement is dated as of the _____ day of _____, _____ by SAM’S PLACE REALTY ASSOCIATES, L.P., a Pennsylvania limited partnership (“Owner”) and the CENTER CITY RESIDENTS ASSOCIATION OF PHILADELPHIA, a Pennsylvania non-profit corporation (“CCRA”).

Recitals

A. Owner and CCRA entered into a Community Benefits Agreement dated as of _____, _____, 2023, effective _____, _____, 2023. A Notice of Community Benefits Agreement (the “Notice”), was recorded on _____, _____, 2023, in the Philadelphia Department of Records at _____.

B. The property affected by the Notice is more specifically described in **Exhibit 1** 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 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, Owner and CCRA have executed this Amendment of Notice of Community Benefits Agreement as of the date first written above.

SAM'S PLACE REALTY ASSOCIATES, L.P.,
a Pennsylvania limited partnership
By: Sam's Place GP, LLC, its general partner

By: _____
Name: Bruce A. Goodman
Title: Member

**CENTER CITY RESIDENTS' ASSOCIATION
OF PHILADELPHIA,**
a Pennsylvania non-profit corporation

By: _____
Name: Richard Gross
Title: President

STATE OF PENNSYLVANIA :
 : ss
COUNTY OF MONTGOMERY :

On this, the ____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Bruce A. Goodman, who acknowledged himself to be the Member of Sam's Place GP, LLC, the general partner of **SAM'S PLACE REALTY ASSOCIATES, L.P.**, a Pennsylvania limited partnership and that he, being authorized to do so, executed the forgoing Instrument for the purposes therein contained on behalf of the said **SAM'S PLACE REALTY ASSOCIATES, L.P.**, a Pennsylvania limited partnership.

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

My Commission Expires:

NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **RICHARD GROSS**, who acknowledged himself to be the President of the **CENTER CITY RESIDENTS' ASSOCIATION**, a Pennsylvania non-profit corporation, and that he, being authorized to do so, executed the forgoing Instrument for the purposes therein contained on behalf of the said **CENTER CITY RESIDENTS' ASSOCIATION**, a Pennsylvania non-profit corporation, as such President.

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

My Commission Expires:

NOTARY PUBLIC

[NOTARIAL SEAL]

Exhibit 1

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, described according to a Plan of Properties.

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CONTAINING in front or breadth on the said Chestnut Street 101 feet and extending of that width in length or depth Southward between lines parallel with 19th Street 135 feet.

BEING known as 1826 Chestnut Street.

Being the same premises which United Artists Realty Company, a Delaware Corporation by Deed dated 8/19/1994 and recorded 8/23/1994 in Philadelphia County in VCS 659 Page 87 conveyed unto Sam's Place Realty Associates, L.P., a Pennsylvania Limited Partnership, its successors and assigns, in fee.

**TERMINATION OF NOTICE OF
COMMUNITY BENEFITS
AGREEMENT**

Prepared by and
When Recorded Return to:

Andrew Duckworth
Goodman Properties
636 Old York Road, 2nd Floor
Jenkintown, PA 19046
Facsimile No.: 215-885-4789

Property Address:
1826 Chestnut Street

OPA Nos:
882043400

TERMINATION OF NOTICE OF COMMUNITY BENEFITS AGREEMENT

This Termination of Notice of Community Benefits Agreement is made and entered into as of the ____ day of _____, ____ by SAM'S PLACE REALTY ASSOCIATES, L.P., a Pennsylvania limited partnership ("Owner") and the CENTER CITY RESIDENTS ASSOCIATION OF PHILADELPHIA, a Pennsylvania non-profit corporation ("CCRA").

Recitals

WHEREAS, Owner and CCRA executed that certain Notice of Community Benefits Agreement, dated as of _____, ____, 2023, effective _____, ____, 2023, and recorded on _____, ____, 2023, in Philadelphia County, Pennsylvania, Official Records DocID _____ (the "Notice of CBA") in connection with that certain Community Benefits Agreement dated as of _____, ____, 2023 (the "CBA"); and

WHEREAS, Owner and CCRA now desire to terminate the Notice of CBA.

NOW THEREFORE, in consideration of the above Recitals, Owner and CCRA hereby agree that the Notice of CBA is hereby terminated as of the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and CCRA have executed this Termination of Notice of Community Benefits Agreement as of the date set forth above.

SAM'S PLACE REALTY ASSOCIATES, L.P.,
a Pennsylvania limited partnership
By: Sam's Place GP, LLC, its general partner

By: _____
Name: Bruce A. Goodman
Title: Member

**CENTER CITY RESIDENTS' ASSOCIATION
OF PHILADELPHIA,**
a Pennsylvania non-profit corporation

By: _____
Name: Richard Gross
Title: President

STATE OF PENNSYLVANIA :
 : ss
COUNTY OF MONTGOMERY :

On this, the ____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Bruce A. Goodman, who acknowledged himself to be the Member of Sam’s Place GP, LLC, the general partner of **SAM’S PLACE REALTY ASSOCIATES, L.P.**, a Pennsylvania limited partnership and that he, being authorized to do so, executed the forgoing Instrument for the purposes therein contained on behalf of the said **SAM’S PLACE REALTY ASSOCIATES, L.P.**, a Pennsylvania limited partnership.

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

My Commission Expires:

NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **RICHARD GROSS**, who acknowledged himself to be the President of the **CENTER CITY RESIDENTS' ASSOCIATION**, a Pennsylvania non-profit corporation, and that he, being authorized to do so, executed the forgoing Instrument for the purposes therein contained on behalf of the said **CENTER CITY RESIDENTS' ASSOCIATION**, a Pennsylvania non-profit corporation, as such President.

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

My Commission Expires:

NOTARY PUBLIC

[NOTARIAL SEAL]

Sam's Place Realty Associates, L.P.
c/o Goodman Properties
636 Old York Road, 2nd Floor
Jenkintown, PA 19046
_____, 2023

**VIA FEDERAL EXPRESS
AND ELECTRONIC MAIL**

Jerry Sokolow
Keystone Agency, Inc.
928 Jaymour Road, Suite A-180
Southampton, PA 18966
js@katitle.com

Re: Termination of Notice of Community Benefits Agreement

Dear Jerry:

Enclosed please find a fully executed Termination of Notice of Community Benefits Agreement (“Termination of Notice”). This Termination of Notice is to be held in escrow by you until such time, if any, that you are provided with notice from the undersigned that it has elected to terminate that certain Community Benefits Agreement dated _____, 2023, recorded on _____, _____, in Philadelphia County, Pennsylvania, Official Records DocID _____. Upon your receipt of such notice, this Termination of Notice shall become effective and shall be recorded in the Official Records of Philadelphia County, Pennsylvania.

This Escrow Agreement may be executed in any number of counterparts, and any executed counterpart may be delivered electronically.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Please indicate your agreement with the terms of this letter by countersigning it in the space provided and returning a signed counterpart to the undersigned.

Very truly yours,
SAM'S PLACE REALTY ASSOCIATES, L.P.,
a Pennsylvania limited partnership

By: _____
Name:
Title:

ACCEPTED AND AGREED TO AS OF THE DATE FIRST ABOVE WRITTEN:
Keystone Agency, Inc.

By: _____
Name: Jerry Sokolow

cc via email: Travis Oliver (centercity@centercityresidents.org)

TERMINATION OF COMMUNITY BENEFITS AGREEMENT

Prepared by and
When Recorded Return to:

Andrew Duckworth
Goodman Properties
636 Old York Road, 2nd Floor
Jenkintown, PA 19046
Facsimile No.: 215-885-4789

Property Address:
1826 Chestnut Street

OPA Nos:
882043400

TERMINATION OF COMMUNITY BENEFITS AGREEMENT

This Termination of Community Benefits Agreement is made and entered into as of the _____ day of _____, _____, effective as of _____, _____, _____, by SAM'S PLACE REALTY ASSOCIATES, L.P., a Pennsylvania limited partnership ("Owner") and the CENTER CITY RESIDENTS ASSOCIATION OF PHILADELPHIA, a Pennsylvania non-profit corporation ("CCRA").

Recitals

WHEREAS, Owner and CCRA executed that certain Community Benefits Agreement, dated as of _____, _____, 2023, (the "CBA"); and

WHEREAS, Owner and CCRA now desire to terminate the CBA.

NOW THEREFORE, in consideration of the above Recitals, Owner and CCRA hereby agree that the CBA is hereby terminated as of the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and CCRA have executed this Termination of Community Benefits Agreement as of the date set forth above.

SAM'S PLACE REALTY ASSOCIATES, L.P.,
a Pennsylvania limited partnership
By: Sam's Place GP, LLC, its general partner

By: _____
Name: Bruce A. Goodman
Title: Member

**CENTER CITY RESIDENTS' ASSOCIATION
OF PHILADELPHIA**,
a Pennsylvania non-profit corporation

By: _____
Name: Richard Gross
Title: President

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this, the ____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Bruce A. Goodman, who acknowledged himself to be the Member of Sam's Place GP, LLC, the general partner of **SAM'S PLACE REALTY ASSOCIATES, L.P.**, a Pennsylvania limited partnership and that he, being authorized to do so, executed the forgoing Instrument for the purposes therein contained on behalf of the said **SAM'S PLACE REALTY ASSOCIATES, L.P.**, a Pennsylvania limited partnership.

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

My Commission Expires:

NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **RICHARD GROSS**, who acknowledged himself to be the President of the **CENTER CITY RESIDENTS' ASSOCIATION**, a Pennsylvania non-profit corporation, and that he, being authorized to do so, executed the forgoing Instrument for the purposes therein contained on behalf of the said **CENTER CITY RESIDENTS' ASSOCIATION**, a Pennsylvania non-profit corporation, as such President.

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

My Commission Expires:

NOTARY PUBLIC

[NOTARIAL SEAL]

Sam's Place Realty Associates, L.P.
c/o Goodman Properties
636 Old York Road, 2nd Floor
Jenkintown, PA 19046

_____, 2023

VIA FEDERAL EXPRESS
AND ELECTRONIC MAIL

Jerry Sokolow
Keystone Agency, Inc.
928 Jaymour Road, Suite A-180
Southampton, PA 18966
js@katitle.com

Re: Termination of Community Benefits Agreement

Dear Jerry:

Enclosed please find a fully executed Termination of Community Benefits Agreement ("Termination of CBA"). This Termination of CBA is to be held in escrow by you until such time, if any, that you are provided with notice from the undersigned that it has elected to terminate that certain Community Benefits Agreement dated _____, 2023 between the undersigned and the Center City Residents' Association. Upon your receipt of such notice, this Termination shall become effective and shall be delivered to the undersigned for its records.

This Escrow Agreement may be executed in any number of counterparts, and any executed counterpart may be delivered electronically.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Please indicate your agreement with the terms of this letter by countersigning it in the space provided and returning a signed counterpart to the undersigned.

Very truly yours,
SAM'S PLACE REALTY ASSOCIATES, L.P.,
a Pennsylvania limited partnership

By: _____
Name:
Title:

ACCEPTED AND AGREED TO AS OF THE DATE FIRST ABOVE WRITTEN:

Keystone Agency, Inc.

By: _____
Name: Jerry Sokolow

cc via email: Travis Oliver (centercity@centercityresidents.org)

EXHIBIT “C”

FORM OF ESTOPPEL

ESTOPPEL CERTIFICATE

[_____], [____]

Sam's Place Realty Associates, L.P.,
c/o Goodman Properties
636 Old York Road, 2nd Floor
Jenkintown, PA 19046

Re: 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 Sam's Place Realty Associates, L.P., or its nominee, successor or assignee (collectively, "Owner") requires confirmation regarding the status of the Community Benefits Agreement [and 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: _____, _____

CENTER CITY RESIDENTS'
ASSOCIATION,
a Pennsylvania non-profit corporation

By: _____

Name:

Title: