

COMMUNITY DEVELOPMENT AND BENEFITS AGREEMENT

THIS COMMUNITY DEVELOPMENT AND BENEFITS AGREEMENT (hereinafter, "the Agreement") is entered into and effective this 10 day of February, 2019, by and among **2100 MARKET L.P.** (hereinafter, "Owner"); **BRANDYWINE REALTY TRUST** (hereinafter, "Developer"); and the **CENTER CITY RESIDENTS' ASSOCIATION** (hereinafter "CCRA"). (Hereinafter, Owner, Developer, and CCRA are collectively referred to as "the Parties").

WHEREAS, Owner owns certain real property in the City of Philadelphia, Pennsylvania, currently known as 2116-38 Market Street (hereinafter collectively, "the Property");

WHEREAS, Owner desires and intends to construct on the Property, *inter alia*, an approximate 550,000 square foot mixed commercial and residential tower, with below grade parking, first and second floor retail/commercial, and related site and building improvements (hereinafter, "the Project");

WHEREAS, Developer is the developer of the Project;

WHEREAS, CCRA is the registered and coordinating community organization (hereinafter, "RCO") under the Philadelphia Zone 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 west side of Broad Street to the Schuylkill River; and which such territory includes the Property and the site of the Proposed Project and

WHEREAS, Owner and Developer have, to date, made considerable efforts to engage CCRA and near neighbors regarding its plans to develop the Property to construct the Project;

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the adequacy, receipt, and sufficiency of which are hereby expressly acknowledged by the Parties, 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 and Developer will agree to develop the Project substantially in accordance with the plans attached to this Agreement as Exhibit "A" (hereinafter "the Current Plans") with respect to general massing, design signage, and materials visible on the proposed building's exterior, 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"). Notwithstanding the foregoing, and subject to all such Necessary Modifications, the final plans for the Project shall have at least the following parameters:

- (a) At least one floor of ground level retail/commercial use(s) on the side of the building that fronts on Market Street.
- (b) The Project will include no above-ground parking.

- (c) The Project will include at least one (1) level of below ground parking, with the entrance to and exit from such parking to be located on the 2100 block of Ludlow Street.
- (d) Post construction, the Project will have its required, enclosed, off-street loading docks and trash storage/removal access to be accessed from the 2100 block of Ludlow Street, in each case as substantially shown on Exhibit "A".
- (e) Operationally, the building will prohibit loading and unloading, except on Ludlow Street.

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 and design for the Project progresses. Prior to the submission of any applications for zoning approvals with the Philadelphia Department of Licenses and Inspections (hereinafter, "L&I"), Owner and Developer agree to submit updated plans for the Project (hereinafter, "Updated Plans") to CCRA; and CCRA shall then determine, within ten (10) days following receipt thereof, whether the Updated Plans are substantially consistent in all relevant respects with the parameters outlined in Paragraph 1 of this Agreement. Updated Plans that are reasonably determined by CCRA not to be substantially consistent shall be modified by Owner and Developer to the satisfaction of the Parties prior to Owner and/or Developer submitting the Updated Plans for zoning approval(s), provided that CCRA shall have a maximum of ten (10) days to comment on any additional revisions made to the Updated Plans pursuant this Paragraph.

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

- (a) **CCRA Use of Space.** Developer agrees to (i) allow the CCRA to hold one event each year in the FMC Brandywine space, IBX space, or space inside the new building erected in connection the Project; and (ii) continue to make the Brandywine Experience / BEX meeting space available for CCRA community meetings on a regular basis not to exceed two (2) meetings per month in accordance with current practice.
- (b) **Diverse Enterprise and Workforce Opportunities.** Owner and/or Developer is committed to certain diverse enterprise and workforce goals for construction of the Project, which are designed both to ensure a diverse business enterprise pool as well as a workforce that is both diverse and reflective of the City of Philadelphia. As part of any City Council legislative bill/ordinance, the Owner seeks to change the City zoning maps that are applicable to the Property to accommodate the Project, Owner agrees to apply for, and enter into, an Economic Opportunity Plan (EOP approved by the Philadelphia Office of Economic Opportunity.

- (c) **Sustainable Design.** The project will incorporate sustainable design features, such as energy star; and Developer will use commercially reasonable efforts to ensure that the Project is built LEED, Well, FitWell, and/or Energy Star Certified (or any combination of these standards). Sustainable features may include but are not limited to, daylight strategies and incorporation of energy recovery systems.
- (d) **Office Lighting.** The office lighting will be designed with controls that turn off the lighting when occupants are not present in the spaces.
- (e) **Streetscape Improvements.** The sidewalk improvements will include granite or concrete curbs, cast concrete or stone sidewalk pavers, and street trees, subject to approval by the Philadelphia Streets Department.
- (f) **Stormwater Management.** Developer will install a minimum of 1,000 square feet of hardscape and landscape at the grade level of the property, and additionally Developer will have a green roof element on the property that will be an integral part of the building's stormwater management system.
- (g) **Exterior Maintenance.** Owner and/or Developer will make commercially reasonable efforts to maintain the exterior of the Project as appropriate for a high-rise building. Owner and/or Developer will act promptly to cure any acts of vandalism or graffiti occurring on or around the premises.
- (h) **Trash Storage.** Owner and/or Developer agree to cause all trash generated by occupants of the Project to be stored within the premises of the Property in a shared trash facility to be constructed as part of the Project.
- (i) **Deliveries and Trash Removal.** Post construction, Owner and/or Developer agree that loading platforms and docks will be accessed from the 2100 block of Ludlow Street. Trash and waste may be removed commercially, on a daily basis and at times permitted by applicable law. Owner and/or Developer shall direct their waste hauling provider to pick up trash only during these times. Trash and waste shall not be put out for pick-up on sidewalks. Owner and/or Developer shall also maintain appropriate security in the areas of the loading docks and trash activities.
- (j) **Building Lighting.** The building exterior (including, without limitation, interior glazed spaces facing the outside) shall not have flashing, color changing or exposed strip LED lighting. There shall be no signage or lighting on the building, except as may be permitted under the Philadelphia Zoning Code or other applicable law. All building exterior lighting shall be pointed in a downward facing direction, or pointed upward to backlight or

illuminate the building, but in no event shall such lighting spill over onto City sidewalks or private property.

(k) **Public Space.** The public space located on private property at grade will be open to the public at reasonable times. This includes the public space adjacent to the June 5th Memorial Park. The Parties understand and agree that Developer has the right to implement and enforce reasonable rules and policies relating to use and security of the public space.

(l) **Exterior Design at Grade.** The exterior materials and treatments will be reviewed by CCRA prior to the presentation to Civic Design Review. The spaces at grade along Market Street will be mostly transparent to the sidewalk and the interior activities will be mostly visible.

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

(a) CCRA shall affirmatively support the Owner's efforts to re-designate and re-map the zoning classification for the Property from a CMX-4 to a CMX-5 Commercial Zoning District by way of City Council legislative Bill/Ordinance. For the avoidance of doubt, such affirmative support shall include, but shall not be limited to, submitting a letter of support of the proposed zoning re-classification to Philadelphia City Councilperson Darrell L. Clarke, or any such person who may succeed him as the District City Councilperson for the Property. In addition, at the request of Owner and/or Developer, CCRA shall offer written and/or oral testimony at any hearing of Philadelphia City Council on such Bill/Ordinance, or any meetings of any Commission, department board, or agency of the City of Philadelphia, to indicate CCRA's support for the zoning re-classification.

(b) Except as otherwise provided by this Agreement, CCRA shall not protest, oppose, contest, or appeal any application for a permit, licensing, or approval submitted by or on behalf of Owner and/or Developer 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 provided by this Agreement, at the request of Owner and/or Developer, CCRA shall write to and/or send a representative to appear before any governmental commission, department, board or agency to testify or otherwise indicate CCRA's support for any application for a permit license, or approval submitted by or on behalf of Owner and/or Developer in connection with the Project.

(c) In the event CCRA appeals or opposes of any permit, license, or approval obtained by or on behalf of the Owner in breach of Sections 4(a) or (b) of this Agreement, Owner and Developer shall have the right to unilaterally terminate this Agreement and all of its obligations hereunder.

5. Communications.

- (a) Should CCRA or its designee desire to communicate with the Owner or during business hours concerning operation of the Property, CCRA may contact the Owner. Owner will provide CCRA with the appropriate contact information.
- (b) For emergencies and urgent matters after business hours, CCRA may call a contact that the Owner will provide.
- (c) In the event any of the Owner's contact information provided above should change, Owner will timely notify CCRA of such changes.
- (d) In order to ensure clear communications between Owner and CCRA, Owner will appoint one individual to serve as a contact for Owner to provide information on sidewalk/street closures and other relevant information. That CCRA contact person or its designee will have the responsibility to disseminate official Owner notices, information and correspondence to CCRA and the phone number for CCRA or its designee to contact during the entire period of construction activity for notification and resolution of any problems which may arise. That person will be available from 7:00 am to 5:00 pm Monday through Friday (except National Holidays) for contact and problem resolution, and at any time for emergencies. CCRA and the Owner will provide this information separately and update it if the contacts change.

6. Construction Activity.

- (a) Owner and/or Developer shall provide near neighbors (including, the Murano Condominium, PMC Property Group, and the College of Physicians of Philadelphia) with a proposed construction schedule prior to the commencement of construction work for the Project. Once construction begins, to the extent any material and adverse schedule changes are made, Owner and/or Developer shall provide such near neighbors with an updated construction schedule.
- (b) Owner and/or Developer shall use commercially reasonable efforts to cause 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.
- (c) Owner and/or Developer shall use commercially reasonable efforts to direct its contractors, subcontractors, material suppliers, and agents to not shine lights directly on or into windows of neighboring properties.

- (d) Owner and/or Developer shall use its commercially reasonable efforts throughout the duration of the construction of the Project to avoid interference with or obstruction of the utilities of and to neighboring residents including, but not limited to, the electrical, natural gas, cable, telephone, water, and sewer supply. In the event of any such interference or obstruction caused by the Owner or any of its contractors, subcontractors, material suppliers, and/or agents, then the Owner shall make repair of the interference or obstruction its highest priority.

7. **Ground Floor Retail/Commercial Variances.**

- (a) CCRA's consideration, as an RCO, of any application for a special exception and/or zoning variance relating to the planned first and/or second floor retail/commercial shall be exempt from the requirements of Article 4 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 and Developer acknowledge and understand that with regard to referrals for special exceptions relating to sit-down and take-out restaurants, CCRA frequently does not oppose the referrals provided that the tenants and/or occupants agree 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 desires to hold a liquor license, CCRA shall cooperate with Owner, Developer and/or tenant 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 the Owner to enter into a standard conditional licensing agreement (hereinafter, "CLA") with the Pennsylvania Liquor Control Board. Owner and Developer acknowledge and understand that with regard to CLAs, CCRA frequently asks liquor license applicants to agree to certain standard restrictions concerning, *inter alia*, live music, outdoor music, noise mitigation, and other such requirements which are designed to ensure that the liquor license applicant (or its successor to the liquor license application) does not operate a nuisance bar.

8. **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 Article 4 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.

9. **Enforcement; Notice and Cure.**

- (a) Should CCRA believe or have actual knowledge that the Owner has allegedly breached this Agreement in whole or in parts, then the President of CCRA or his/her designee shall notify the Owner in writing of the alleged breach and set forth in sufficient detail the exact nature of the Owner's alleged breach (Notice).

- (b) Within ten (10) days of the Owner receiving such Notice, the Owner shall respond to the Notice in writing advising CCRA whether:
1. It disagrees that an alleged breach has occurred.
 2. It needs additional time and proposes a reasonable time to investigate or cure the alleged defect or breach.
 3. It intends to cure the alleged defect or breach, and by when.
- (c) CCRA will respond in writing and, if applicable, reasonable agree upon a course of action to cure the alleged defect or breach.

9. **Changes to Property, Project or Agreement.** From time to time, Owner may seek to modify, renovate, alter (and the like) the Project which may require alteration, modification or amendment to this Agreement. In that event, once the Owner contacts or notifies CCRA of such an event, CCRA agrees to expeditiously (taking into account regular meeting schedules and procedures) consider, but shall not be obligated to approve, any request by Owner to make changes to the Project that would require approval at a public meeting (such as the ZBA).

10. **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 other recognized overnight delivery service) to the following addresses:

(1) **If to Owner and/or Developer:**
 Brandywine Realty Trust
 Attn: Jeff DeVuono
 2929 Walnut Street
 Philadelphia, PA 19104
 Jeff.DeVuono@bdnreit.com

(2) **If to CCRA:**
 Center City Residents' Association
 Attn: Travis Oliver
 1900 Market Street, 8th Fl.
 Philadelphia, PA 19103
centercity@centercityresidents.org

and

Wade D. Albert, Esq.
 1845 Walnut Street, 23rd Fl.
 Philadelphia, PA 19103
wade.d.albert@gmail.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.

11. **Lender and Partner Modifications.** In connection with Owner and/or Developer obtaining any debt and/or equity financing for the Project, if Owner's and/or Developer's lender requests reasonable modification to this Agreement and/or a subordination, non-disturbance, and attornment agreement (hereinafter, "SNDA"), the Parties will cooperate in acknowledging and

documenting such modifications and/or in executing a SNDA. CCRA shall not terminate this Agreement in the event of a default hereunder by Owner and/or Developer unless CCRA shall have first given Owner's and/or Developer's lender notice of and an opportunity to cure such default. Upon request by any lender or successor owner or developer, CCRA shall provide a commercially reasonable estoppel certificate confirming whether the owner is in compliance with the terms of this Agreement.

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

13. **Successors and Assigns.** The terms and conditions set forth herein are covenants intended by the Parties to apply to and bind Owner, Developer, and CCRA, and each of their respective successors and assigns, as well as any managers or operators of the Project and the premises thereof. Owner and Developer agree 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 and Developer agrees to provide CCRA with a copy of Owner's and/or Developer's written notice to such successor or assign, and such successor's or assign's acceptance thereof, regarding the requirements of this Paragraph.

14. **Recording.** Owner and/or Developer will record notice of this Agreement with the Philadelphia Department of Records.

15. **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.

16. **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*.

17. **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.

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

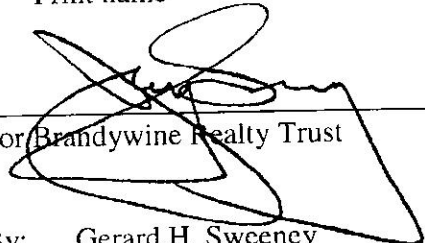
2100 Market L.P.

Date

By: _____
Print name

Title

For Brandywine Realty Trust




November 8, 2019
Date

By: Gerard H. Sweeney
Print name

President & Chief Executive Officer
Title

For the Center City Residents' Association



11-18 2019
Date

By: Margaret R. Hund
Print name

President
Title