

EXHIBIT "A"

SECOND AMENDMENT TO ASSIGNMENT
ASSUMPTION AND LEASE AGREEMENT

BY AND BETWEEN
THE CITY OF PHILADELPHIA
AND
PHILADELPHIA AUTHORITY
FOR INDUSTRIAL DEVELOPMENT

[Spectrum Lease]

**SECOND AMENDMENT TO ASSIGNMENT,
ASSUMPTION AND LEASE AGREEMENT**

THIS SECOND AMENDMENT TO ASSIGNMENT, ASSUMPTION AND LEASE AGREEMENT is made as of the _____ of _____, 2010, by and between the CITY OF PHILADELPHIA, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the “City”) and the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the “Authority”).

Background

A. Pursuant to a Construction and Lease Agreement dated May 26, 1966, as amended May 25, 1967, (the “Construction and Lease Agreement”) by and between the City and Jerry Wolman (“Wolman”), Wolman leased from the City the premises commonly known as the Spectrum Site containing 4.2061 acres of land and constructed an indoor sports and entertainment facility thereon (the “Spectrum”).

B. By an Assignment dated May 31, 1967, Wolman assigned, transferred and set over to the predecessor in interest of the tenant under the PAID-SALP Spectrum Lease (hereinafter defined) all of Wolman’s right, title and interest in, of and to the Construction and Lease Agreement.

C. The Construction and Lease Agreement was amended by a Second Amendment to the Construction and Lease Agreement dated May 31, 1967 and further amended by a Third Amendment to Construction and Lease Agreement by and between the Authority and Spectrum Arena Limited Partnership, a Pennsylvania limited partnership (“SALP”), dated July 11, 1991 recorded in Deed Book FHS 2000 at page 548 (the “Third Amendment”).

D. Pursuant to the terms of that certain Assignment, Assumption and Lease Agreement dated July 11, 1991 by and between the City and the Authority recorded in Deed Book FHS 2000 at page 377 (the "City-PAID Spectrum Lease"), the City assigned to the Authority and the Authority assumed the City's obligations under the Construction and Lease Agreement, as amended, and the City leased to the Authority the Premises (as defined in the City-PAID Spectrum Lease) for the purposes contemplated by the City-PAID Spectrum Lease.

E. Pursuant to that certain Lease and Development Agreement dated July 11, 1991, the Authority leased the Adjoining Premises (as defined in the City-PAID Spectrum Lease) to Spectacor New Arena Partnership, L.P., a Pennsylvania limited partnership ("SNAP"), which Lease and Development Agreement has been terminated.

F. Pursuant to a certain Lease and Development Agreement dated of even date herewith by and between the Authority and SALP (the "Arena Lease"), the Authority has leased the Adjoining Premises to SALP pursuant to which SALP shall assume the responsibilities and liabilities of SNAP and shall construct and operate on the Adjoining Premises and indoor sports and entertainment center and related facilities for the conduct of major league professional hockey and basketball games and the conduct of other events and activities.

G. Pursuant to that certain Fourth Amendment to Construction and Lease Agreement by and between the Authority and SALP dated of even date herewith, the Authority and SALP have amended certain terms of the Third Amendment (the Construction and Lease Agreement as amended by such Fourth Amendment, the Third Amendment and all prior amendments thereof shall herein-after be referred to collectively as the "PAID-SALP Spectrum Lease").

H. The City and the Authority entered into the City-PAID Spectrum Lease in connection with the development by SNAP of the Arena (as defined in the City-PAID Spectrum

Lease) on the Adjoining Premises and, now, in order to accommodate, inter alia, the changes necessitated by the substitution of SALP for SNAP as the party responsible to construct and operate the Arena, the City and Authority desire to amend certain terms of the City-PAID Spectrum Lease.

I. The City and the Authority entered into a First Amendment to the City-PAID Spectrum Lease as of July 12, 1004, in order to accommodate certain additional changes required by the development and financing of the Arena.

J. The City by Ordinance of City Council (Bill No. _____, approved by the Mayor on _____), approved the form of and authorized the amendments to the City-PAID Spectrum Lease as set forth in this Amendment.

K. The Authority by resolution adopted on _____, approved the form of and authorized the amendments to the City-PAID Spectrum Lease as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and covenants contained in this Amendment and intending to be legally bound hereby, the City and the Authority hereby agree to modify and amend the terms of the City-PAID Spectrum Lease as follows:

Section 1. Definitions. Unless otherwise defined or amended by the terms of this Amendment, all capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Spectrum Lease.

Section 2. Premises. The Premises under the Spectrum Lease is hereby amended as follows:

(a) Exhibit A to the Spectrum Lease is hereby deleted and the "Spectrum Site" shall mean the land as more particularly described on Exhibit 1 attached to this Amendment.

Section 3. Development Rights.

(a) Reallocation of Rights Among Leases. Development rights and obligations previously granted under the Leases and the Master Plan, as defined in the Leases, shall be reallocated along with the leased premises being reallocated among the Leases. In particular, and without limiting the foregoing:

(i) the rights previously granted under the Arena Lease to develop the Connection Improvements are hereby incorporated into the Spectrum Lease. The development rights for the Arena Facility and the Connection Office Space shall remain with the Arena Lease;

(ii) the rights previously granted under the Future Development Parcels Lease to develop Development Parcel #2, as defined in the Future Development Parcels Lease, are hereby incorporated into the Spectrum Lease. The development rights for Development Parcel #1 and Development Parcel #3 shall remain with the Future Development Parcels Lease.

(iii) All development rights herein incorporated into the Spectrum Lease shall be exercised only in accordance with the limitations for such development rights and terms and conditions set forth in the Arena Lease or the Development Parcels Lease for such development rights, as the case may be.

Section 4. City-PAID Spectrum Lease Ratified. The City-PAID Spectrum Lease shall remain in full force and effect, unmodified, except as expressly amended by the terms and conditions set forth in this Amendment and the parties hereby ratify and confirm the City-PAID Spectrum Lease as amended hereby.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereunto have caused this Second Amendment to Assignment, Assumption and Lease Agreement to be executed by their authorized officers and their respective seals affixed hereto and attested as of the day and year first above written.

APPROVED as to form:

THE CITY OF PHILADELPHIA

By: _____
Director of Commerce

Deputy City Solicitor

By: _____
Commissioner of Parks and Recreation

ATTEST:

PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

[Affix Corporate Seal]

By: _____
Its: Secretary

By: _____
Its: Chairman

EXHIBIT 1

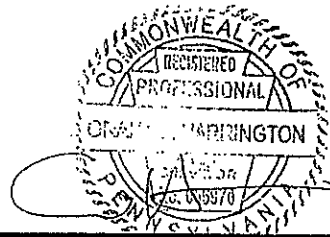
DESCRIPTION

Spectrum Lease Parcel

ALL that certain lot or piece of ground, with the improvements thereon, situate in the 26th Ward of the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania, being known as the Spectrum Lease Parcel, as shown on Exhibit A, Dated 04/19/10, last revised 05/13/10, and being now more particularly described as follows, to wit:

BEGINNING for the same at the intersection of the westerly side of 11th Street (102 feet wide) with the southerly side of Pattison Avenue (120 feet wide), thence for said Live! Lease Parcel, the following eight (8) courses and distances, as follows to wit;

- 1) S 14°30'00" W, 510.287 feet along said 11th Street, to a point thence continuing;
- 2) N 75°30'00" W, 390.030 feet to a point, thence continuing;
- 3) S 14°30'00" W, 530.011 feet to a point, thence continuing;
- 4) N 75°30'00" W, 410.590 feet to a point, thence continuing;
- 5) S 14°30'00" W, 71.181 feet to a point, thence continuing;
- 6) N 75°30'00" W, 179.776 feet to a point, thence continuing;
- 7) N 14°30'00" E, 1111.480 feet to a point on the aforesaid southerly side of Pattison Avenue, thence thereby;
- 8) S 75°30'00" E, 980.396 feet to the point and place of beginning, and containing within these metes and bounds 825,980.57 square feet of land, 18.96190 acres more or less be the contents there of what they may.



COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF PHILADELPHIA :

On this, the ___ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Philadelphia Authority for Industrial Development, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the Director of Commerce of the City of Philadelphia, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Philadelphia by himself as Director of Commerce.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the Commissioner of Parks and Recreation of the City of Philadelphia, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Philadelphia by himself as Commissioner of Parks and Recreation.

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

Notary Public

My Commission Expires:

EXHIBIT "B"

SECOND AMENDMENT TO LEASE AGREEMENT

BY AND BETWEEN

THE CITY OF PHILADELPHIA

AND

PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

[ARENA LEASE]

SECOND AMENDMENT TO LEASE AGREEMENT

BY AND BETWEEN

THE CITY OF PHILADELPHIA

AND

THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “Second Amendment”) is made as of this ____ day of ____ 2010, by and between **THE CITY OF PHILADELPHIA**, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the “City”) and **PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the “Authority”).

WHEREAS, the City is the fee simple owner of that certain Premises containing approximately 46.1 acres as more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Premises”), which Premises have been leased by the City to the Authority pursuant to that certain Lease Agreement dated July 12, 1994 by and between the City and the Authority (the “Lease”); and

WHEREAS, the Premises constitute a part of a larger tract of land containing approximately 133 acres of land improved with sports facilities, parking and other incidental facilities (the “Sports Complex”). The Lease Agreement was amended by a First Amendment to Lease Agreement dated as of July 1, 2001, between the City and PAID; and

¹

* For convenience, Exhibits to this Second Amendment shall be identified as Exhibit². The word Exhibit without the superscript shall refer to Exhibits to the Lease or the First Amendment.

WHEREAS, in connection with the proposed development of a portion of the Premises pursuant to a plan of development in accordance with the Master Plan adopted under the Lease, as approved by the City of Philadelphia Planning Commission on October 20, 2009, the Authority and SALP have modified the provisions of the SALP Agreement regarding the rights and obligations previously granted by prior ordinances to the extent required to accommodate the proposed development, all as set forth in a Second Amendment to Lease and Development Agreement dated _____ by and between the Authority and SALP (the “Second Amendment to SALP Agreement”); and

WHEREAS, the City and the Authority believe that the health, safety, general welfare, economic development, stability and prosperity of the people of the City are directly dependent upon the continual encouragement, promotion, attraction and development, stimulation, growth and expansion of business, commerce and tourism; and

WHEREAS, the City and the Authority desire to modify the provisions of the Lease in a manner consistent with the modifications to the SALP Agreement set forth in the Second Amendment to SALP Agreement; and

WHEREAS, the Authority, by resolution dated _____, approved the form of this Second Amendment and authorized the execution of this Second Amendment by the Authority; and

WHEREAS, the City has determined that the amendment of the Lease in the manner specified hereinbelow is beneficial to the City; and

WHEREAS, the City, by Ordinance of City Council (Bill No. _____), approved by the Mayor on _____, has approved the form and authorized the execution of this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Authority and the City hereby agree to amend the Lease in the manner set forth hereinbelow.

Section 1. Definitions. Unless otherwise specifically defined herein, all capitalized terms used herein shall have the respective meanings assigned to such terms in the Lease.

Section 2. Premises. The Premises under the Arena Lease is hereby amended as follows:

(a) under the Arena Lease, Exhibit A to the Arena Lease is hereby deleted and Premises shall mean the land as more particularly described on Exhibit 1 attached to this Amendment; Exhibit B is hereby deleted and replaced with Exhibit 2 to this Amendment; and Exhibit C is hereby deleted and replaced with Exhibit 3 to this Amendment.

Section 3. Development Rights - Reallocation of Rights Among Leases. Development rights and obligations previously granted under the Leases and the Master Plan, as defined in the Leases, shall be reallocated along with the leased premises being reallocated among the Leases, including the reallocation of the Connection Improvements to the Spectrum Lease. The development rights for the Arena Facility and the Connection Office Space shall remain with the Arena Lease;

Section 4. Future Amendments. If for purposes of clarity the City and the Authority shall desire to amend and restate in its entirety the Lease, as amended by this Second Amendment, then the parties may execute and deliver an Amended and Restated Lease Agreement containing terms and conditions not inconsistent with those contained in the Lease, as amended by this Second Amendment.

Section 5. Recording. This Second Amendment, or a memorandum thereof, and any modifications thereof or additions thereto, shall be duly recorded by the City among the applicable land records and the costs of such recordation shall be borne by the Authority.

Section 6. Severability. If any term or covenant of this Second Amendment or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remaining terms and covenants of this Agreement, or the application of such term or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and covenant of this Second Amendment shall be valid and enforceable to the fullest extent permitted by law.

Section 7. Integration. This Second Amendment including all exhibits hereto, together with the Lease, and all exhibits thereto, the City-PAID Development Parcel Lease, the Development Lease, the PAID-SALP Spectrum Lease, the City-PAID Spectrum Lease Agreement, and all exhibits thereto, contain all the promises, agreements, conditions, consideration and understandings between and among the City, the Authority and tenant under the Arena Lease relating to the Premises, and there are no promises, agreements, conditions, understandings, considerations, warranties or representations, oral or written, expressed or implied, between or among them other than as set forth therein. As to matters related to parking, including, without limitation, the regulation thereof and the allocation and payment of revenues therefrom, the provisions of the Arena Lease and the Master Parking Operations Agreement supersede all inconsistent provisions of any other existing document governing or affecting the Sports Complex or any portion thereof to which the parties hereto are signatories, including, without limitation, the Spectrum and the Arena.

Section 8. Continued Binding Effect. Except as specifically amended pursuant to this Second Amendment and the Exhibits hereto, the Lease, all terms, conditions and provisions thereof and all exhibits attached thereto, shall remain in full force and effect and are hereby confirmed by the Authority and the City.

IN WITNESS WHEREOF, the Authority and the City have caused this Second
Amendment to be duly executed, as of the date first above written.

**PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT**

By: _____

Attest: _____
[Corporate Seal]

THE CITY OF PHILADELPHIA

By: _____
Director of Commerce

Approved as to form:

By: _____
Commissioner of Parks and Recreation

City Solicitor

DESCRIPTION

Arena Lease Parcel

ALL that certain lot or piece of ground, with the improvements thereon, situate in the 26th Ward of the City of Philadelphia; County of Philadelphia and Commonwealth of Pennsylvania; being known as the Arena Lease Parcel, as shown on a Lease Area Plan, Dated 04/27/10, last revised 05/13/10, and being now more particularly described as follows, to wit:

BEGINNING at a point on the eastern side of Broad Street (300 feet wide) at the distance of 500.000 feet southerly from the southern side of Pattison Avenue (120 feet side), thence for said Remainder Parcel the following sixteen (16) courses and distances, as follows, to wit;

- 1) S 75° 30' 00" E, 100.000 feet to a point, thence continuing;
- 2) N 14° 30' 00" E, 20.000 feet to a point, thence continuing;
- 3) S 75° 30' 00" E, 220.500 feet to a point, thence continuing;
- 4) S 14° 30' 00" W, 631.480 feet to a point, thence continuing;
- 5) S 75° 30' 00" E, 179.776 feet to a point, thence continuing;
- 6) N 14° 30' 00" E, 17.181 feet to a point, thence continuing;
- 7) S 75° 30' 00" E, 410.590 feet to a point, thence continuing;
- 8) N 14° 30' 00" E, 530.011 feet to a point, thence continuing;
- 9) S 75° 30' 00" E, 390.030 feet to a point on the westerly side of 11th Street (102 feet wide), thence thereby;
- 10) S 75° 30' 00" E, 1,540.827 feet to a point, thence continuing;
- 11) N 75° 30' 00" W, 14.685 feet to a point of curve on the northerly side of Interstate 95, thence thereby the following four (4) courses and distances;
- 12) 85.321 feet to a point of compound curve by a curve to the right having a radius of 3,730.633 feet, said curve having a chord bearing of N 89° 21' 01" W, 85.319 feet from the last described point, thence continuing;
- 13) 521.485 feet to a point by a curve to the right having a radius of 2,262.306 feet, said curve having a chord bearing of N 82° 05' 29" W, 520.331 feet from the last described point, thence continuing;
- 14) N 75° 29' 16.4" W, 566.977 feet to a point of curve, thence continuing;
- 15) 159.737 feet to a point on the eastern side of said Broad Street by a curve to right having a radius of 124.74 feet, said curve having a chord bearing of N 38° 48' 09" W, 149.044 feet from the last described point, thence thereby;
- 16) N 14° 30' 00" E, 1,542.079 feet to the first mentioned point and place of beginning.

05/13/2010

Excepting therefrom and thereout the following described interior parcel:

An interior lot located the following two (2) courses and distances from the point of intersection formed by the eastern side of Broad Street (300 feet wide) and the southern side of Pattison avenue (120 feet wide);

- 1) Thence extending South 14 Degrees 30 Minutes 00 Seconds West, along the eastern side of said Broad Street, the distance of 1,702.000 feet to a point;
- 2) Thence extending south 75 Degrees 30 Minutes 00 Seconds East, the distance of 320.500 feet to the point of beginning;

Thence, extending South 75 Degrees 30 Minutes 00 Seconds East, the distance of 588.500 feet to a point; Thence extending South 14 Degrees 30 Minutes 00 Seconds West, the distance of 382.158 feet to a point; thence extending North 75 Degrees 30 Minutes 00 Seconds West, the distance of 588.500 feet to a point; Thence extending North 14 Degrees 30 Minutes 00 Seconds East, the distance of 382.158 feet to the first mentioned point and place of beginning.

Containing within these metes and bounds 1,545,789.63 square feet of land, or ~~35.48643 acres, more or less, be the contents there of what they may.~~

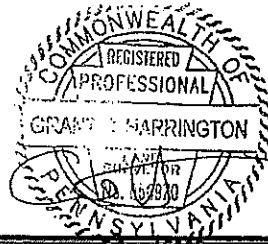


EXHIBIT 2

DESCRIPTION

Spectrum Lease Parcel

ALL that certain lot or piece of ground, with the improvements thereon, situate in the 26th Ward of the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania, being known as the Spectrum Lease Parcel, as shown on Exhibit A, Dated 04/19/10, last revised 05/13/10, and being now more particularly described as follows, to wit:

BEGINNING for the same at the intersection of the westerly side of 11th Street (102 feet wide) with the southerly side of Pattison Avenue (120 feet wide), thence for said Live! Lease Parcel, the following eight (8) courses and distances, as follows to wit;

- 1) S 14°30'00" W, 510.287 feet along said 11th Street, to a point thence continuing;
- 2) N 75°30'00" W, 390.030 feet to a point, thence continuing;
- 3) S 14°30'00" W, 530.011 feet to a point, thence continuing;
- 4) N 75°30'00" W, 410.590 feet to a point, thence continuing;
- 5) S 14°30'00" W, 71.181 feet to a point, thence continuing;
- 6) N 75°30'00" W, 179.776 feet to a point, thence continuing;
- 7) N 14°30'00" E, 1111.480 feet to a point on the aforesaid southerly side of Pattison Avenue, thence thereby;
- 8) S 75°30'00" E, 980.396 feet to the point and place of beginning, and containing within these metes and bounds 825,980.57 square feet of land, 18.96190 acres more or less be the contents there of what they may.

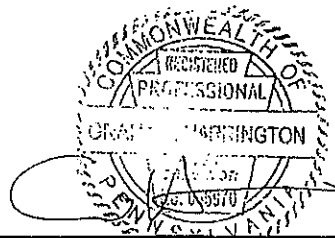


EXHIBIT 3

FUTURE DEVELOPMENT LEASE PARCEL #1 DESCRIPTION:

FORMERLY AND ALSO KNOWN AS PREMISES B LOT 1

ALL THAT CERTAIN LOT OR PIECE OF GROUND AND IMPROVEMENTS THEREON AS DESCRIBED ACCORDING TO A SURVEY PREPARED BY BARTON AND MARTIN ENGINEERS DATED 4/27/1994 AND LAST REVISED 7/11/1994, AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN SIDE OF PATTISON AVENUE (120' WIDE R.O.W.), AT THE DISTANCE OF 100.00 FEET EASTWARDLY FROM THE EASTERN SIDE OF BROAD STREET (300' WIDE R.O.W.); THENCE EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERN SIDE OF SAID PATTISON AVENUE, THE DISTANCE OF 220.500 FEET TO A POINT; THENCE EXTENDING SOUTH 14 DEGREES 30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 480.000 FEET TO A POINT; THENCE EXTENDING NORTH 75 DEGREES 30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 220.500 FEET TO A POINT ON THE EASTERN SIDE OF A SEPTA SURFACE EASEMENT; THENCE EXTENDING NORTH 14 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE EASTERN SIDE OF SAID SEPTA SURFACE EASEMENT, THE DISTANCE OF 480.000 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING IN TOTAL AREA 2.42975 +/- ACRES.

FUTURE DEVELOPMENT LEASE PARCEL #2 DESCRIPTION:

ALL THAT CERTAIN LOT OR PIECE OF GROUND, WITH THE IMPROVEMENTS THEREON, SITUATE IN THE 26TH WARD OF THE CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA AND COMMONWEALTH OF PENNSYLVANIA, BEING KNOWN AS THE ARENA LEASE PARCEL, AS SHOWN ON A LEASE AREA PLAN, DATED 04/27/10, LAST REVISED 05/13/10, AND BEING NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

AN INTERIOR LOT LOCATED THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE POINT OF INTERSECTION FORMED BY THE EASTERN SIDE OF BROAD STREET (300 FEET WIDE) AND THE SOUTHERN SIDE OF PATTISON AVENUE (120 FEET WIDE);

- 1) THENCE EXTENDING SOUTH 14 DEGREES 30 MINUTES 00 SECONDS WEST, ALONG THE EASTERN SIDE OF SAID BROAD STREET, THE DISTANCE OF 1,702.000 FEET TO A POINT;
- 2) THENCE EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 320.500 FEET TO THE POINT OF BEGINNING;

THENCE, EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 588.500 FEET TO A POINT; THENCE EXTENDING SOUTH 14 DEGREES

30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 382.158 FEET TO A POINT;
THENCE EXTENDING NORTH 75 DEGREES 30 MINUTES 00 SECONDS WEST, THE
DISTANCE OF 588.500 FEET TO A POINT; THENCE EXTENDING NORTH 14 DEGREES
30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 382.158 FEET TO THE FIRST
MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING WITHIN THESE METES AND BOUNDS 1,545,789.63 SQUARE FEET OF
LAND, OR 35.48643 ACRES, MORE OR LESS, BE THE CONTENTS THERE OF WHAT
THEY MAY.

(Exhibit 3 continued)

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the Chairman of The Philadelphia Authority for Industrial Development, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

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

[SEAL]

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the Director of Commerce of The City of Philadelphia, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The City of Philadelphia by himself as Director of Commerce.

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

[SEAL]

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the _____ day of December 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the Commissioner of Recreation of The City of Philadelphia, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The City of Philadelphia by himself as Commissioner of Parks and Recreation.

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

[SEAL]

Notary Public

My Commission Expires:

EXHIBITS

Exhibit² "A"
DESCRIPTION OF ARENA PREMISES

EXHIBIT "C"

THIRD AMENDMENT TO LEASE AGREEMENT

BY AND BETWEEN

THE CITY OF PHILADELPHIA

AND

**PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT**

[FOR DEVELOPMENT PARCEL]

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (“Second Amendment”) is made as of this _____ day of _____, 2010 by and between **THE CITY OF PHILADELPHIA**, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the “City”) and **PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the “Authority”).

WITNESSETH:

WHEREAS, the Authority is an instrumentality of the Commonwealth of Pennsylvania (hereinafter referred to as the “Commonwealth”) organized for the purpose of acquiring, constructing, improving and maintaining industrial and commercial development projects in the City of Philadelphia (hereinafter referred to as the “City”); and

WHEREAS, this City is the fee simple owner of certain premises consisting of approximately ten (10) acres of land as more particularly described in Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Premises”);

WHEREAS, the City and the Authority have previously entered into a Lease Agreement dated July 11, 1991 as amended by a First Amendment to Lease Agreement dated July 12, 1994, and a Second Amendment to Lease Agreement dated as of July 1, 2001 (collectively, the “Lease”), pursuant to which the City has leased the Premises to the Authority; and

WHEREAS, the Authority and Spectacor Adjoining Real Estate New Arena, L.P. (“Tenant”) have previously entered into a Lease and Development Agreement dated July 11, 1991, as amended by a First Amendment to Lease and Development Agreement dated July 12, 1994 (the “First Amendment to Development Lease”) and a Second Amendment to Lease

Agreement dated as of July 1, 2001 (the “Second Amendment to Development Lease”), to provide for the use and development by the Tenant of the Premises pursuant to the terms, covenants and conditions set forth therein (collectively, the “Development Lease”); and

WHEREAS, the Premises constitute part of a larger tract of land improved with sports facilities, parking and other incidental facilities (the “Sports Complex”), which Sports Complex includes a facility constructed and operated by Spectrum Arena Limited Partnership (“SALP”) known as the Wachovia Center pursuant to that certain Lease and Development Agreement dated July 12, 1994 by and between the Authority and SALP (hereinafter referred to as the “Arena Lease”); and

WHEREAS, the Authority and SALP have entered into a First Amendment to Lease Agreement dated as of July 1, 2001 (the “First Amendment to Arena Lease”) and a Second Amendment to Arena Lease dated _____, 2010 for the purpose of amending certain provisions of the Arena Lease; and

WHEREAS, the City and the Authority desire to modify the provisions of the Lease in a manner consistent with the modifications to the Development Lease set forth in the Third Amendment to Development Lease and the modifications to the Arena Lease set forth in the Third Amendment to Arena Lease; and

WHEREAS, the Authority, by resolution adopted on _____, approved the form of this Third Amendment and authorized the execution of this Third Amendment by the Authority; and

WHEREAS, the City has determined that the amendment of the Lease in the manner specified hereinbelow is beneficial to the City; and

WHEREAS, the City, by Ordinance of City Council (Bill No. _____), approved by the Mayor on _____, has approved the form and authorized the execution of this Third Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the City and the Authority hereby agree to amend the Lease in the manner set forth hereinbelow.

Section 1. Definition. Unless otherwise specifically defined herein, all capitalized terms used herein shall have the respective meanings assigned to such terms in the Lease.

Section 2. Premises. The Premises under the Future Development Parcel Lease is hereby amended as follows:

(a) under the Future Development Parcels Lease, Exhibit A to the Future Development Parcels Lease is hereby deleted and Premises shall mean the land as more particularly described on Exhibit 1 attached to this Amendment.

(b) Development Rights - Reallocation of Rights Among Leases. Development rights and obligations previously granted under the Leases and the Master Plan, as defined in the Leases, shall be reallocated along with the leased premises being reallocated among the Leases, including without limiting the reallocation to the Spectrum Lease, of the rights previously granted under the Future Development Parcels Lease to develop Development Parcel #2, as defined in the Future Development Parcels Lease. The development rights for Development Parcel #1 and Development Parcel #3 shall remain with the Future Development Parcels Lease.

(c) Vesting of Development Rights. PAID hereby confirms that, notwithstanding the waiver of rights to Development Parcel #2, development on premises including Development Parcel #2 shall be deemed exercise of the Development Rights under the Future Development Parcels Lease and that all such rights shall fully vest and not be limited by the Reservation Period.

Section 3. Future Amendments. If for purposes of clarity the City and the Authority shall desire to amend and restate in its entirety the Lease, as amended by this Third Amendment, then the parties may execute and deliver an Amended and Restated Lease Agreement containing terms and conditions not inconsistent with those contained in the Lease, as amended by this Second Amendment.

Section 4. Recording. This Third Amendment, or a memorandum thereof, and any modifications thereof or additions thereto, shall be duly recorded by the Authority among the applicable land records and the costs of such recordation shall be borne by the Authority.

Section 5. Severability. If any term or covenant of this Third Amendment or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remaining terms and covenants of this Third Amendment, or the application of such term or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and covenant of this Third Amendment shall be valid and enforceable to the fullest extent permitted by law.

Section 6. Integration. This Third Amendment including all exhibits hereto, together with the Arena Lease, the City-PAID Arena Lease, the Development Lease, the PAID-SALP Spectrum Lease, the City Agreement, the City-PAID Spectrum Lease Agreement, all exhibits thereto, contain all the promises, agreements, conditions, consideration and understandings

between and among the City and the Authority and the tenant under the Development Lease relating to the Premises, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, expressed or implied, between or among them other than as set forth therein.

Section 7. Continued Binding Effect. Except as specifically amended pursuant to this Second Amendment and the Exhibits hereto, the Development Lease, all terms, conditions and provisions thereof and all exhibits attached thereto, shall remain in full force and effect and are hereby confirmed by the Authority and Tenant.

IN WITNESS WHEREOF, the City and the Authority have caused this Second Amendment to be duly executed, as of the date first above written.

THE CITY OF PHILADELPHIA

Approved as to form:

By: _____
Director of Commerce

City Solicitor

By: _____
Commissioner of Parks and Recreation

PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

By: _____

Attest: _____
[Corporate Seal]

EXHIBITS

Exhibit A — Legal Description of Premises

EXHIBIT 1

FUTURE DEVELOPMENT LEASE PARCEL #1 DESCRIPTION:

FORMERLY AND ALSO KNOWN AS PREMISES B LOT 1

ALL THAT CERTAIN LOT OR PIECE OF GROUND AND IMPROVEMENTS THEREON AS DESCRIBED ACCORDING TO A SURVEY PREPARED BY BARTON AND MARTIN ENGINEERS DATED 4/27/1994 AND LAST REVISED 7/11/1994, AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN SIDE OF PATTISON AVENUE (120' WIDE R.O.W.), AT THE DISTANCE OF 100.00 FEET EASTWARDLY FROM THE EASTERN SIDE OF BROAD STREET (300' WIDE R.O.W.); THENCE EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERN SIDE OF SAID PATTISON AVENUE, THE DISTANCE OF 220.500 FEET TO A POINT; THENCE EXTENDING SOUTH 14 DEGREES 30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 480.000 FEET TO A POINT; THENCE EXTENDING NORTH 75 DEGREES 30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 220.500 FEET TO A POINT ON THE EASTERN SIDE OF A SEPTA SURFACE EASEMENT; THENCE EXTENDING NORTH 14 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE EASTERN SIDE OF SAID SEPTA SURFACE EASEMENT, THE DISTANCE OF 480.000 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING IN TOTAL AREA 2.42975 +- ACRES.

FUTURE DEVELOPMENT LEASE PARCEL #2 DESCRIPTION:

ALL THAT CERTAIN LOT OR PIECE OF GROUND, WITH THE IMPROVEMENTS THEREON, SITUATE IN THE 26TH WARD OF THE CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA AND COMMONWEALTH OF PENNSYLVANIA, BEING KNOWN AS THE ARENA LEASE PARCEL, AS SHOWN ON A LEASE AREA PLAN, DATED 04/27/10, LAST REVISED 05/13/10, AND BEING NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

AN INTERIOR LOT LOCATED THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE POINT OF INTERSECTION FORMED BY THE EASTERN SIDE OF BROAD STREET (300 FEET WIDE) AND THE SOUTHERN SIDE OF PATTISON AVENUE (120 FEET WIDE);

- 1) THENCE EXTENDING SOUTH 14 DEGREES 30 MINUTES 00 SECONDS WEST, ALONG THE EASTERN SIDE OF SAID BROAD STREET, THE DISTANCE OF 1,702.000 FEET TO A POINT;
- 2) THENCE EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 320.500 FEET TO THE POINT OF BEGINNING;

THENCE, EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 588.500 FEET TO A POINT; THENCE EXTENDING SOUTH 14 DEGREES

30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 382.158 FEET TO A POINT;
THENCE EXTENDING NORTH 75 DEGREES 30 MINUTES 00 SECONDS WEST, THE
DISTANCE OF 588.500 FEET TO A POINT; THENCE EXTENDING NORTH 14 DEGREES
30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 382.158 FEET TO THE FIRST
MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING WITHIN THESE METES AND BOUNDS 1,545,789.63 SQUARE FEET OF
LAND, OR 35.48643 ACRES, MORE OR LESS, BE THE CONTENTS THERE OF WHAT
THEY MAY.

(Exhibit 1 continued)

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the Chairman of the Philadelphia Authority for industrial Development, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ acknowledged himself to be the Commissioner of Public Property of The City of Philadelphia, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The City of Philadelphia by himself as Commissioner of Parks and Recreation.

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

Notary Public

My Commission Expires:

EXHIBIT "A"
DESCRIPTION OF SARENA LAND

EXHIBIT "D"

Second Amendment to Lease and Development Agreement

By and Between

Philadelphia Authority for Industrial Development

And

**Spectrum Arena Limited Partnership
(Arena Lease)**

AMENDMENT

This Second Amendment to Lease and Development Agreement By and Between Philadelphia Authority for Industrial Development and Spectrum Arena Limited Partnership hereinafter referred to as the “Amendment” is made and is effective as of the _____ day of _____, 2010, by and between **PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania (the “PAID”) and **SPECTRUM ARENA LIMITED PARTNERSHIP**, a Pennsylvania limited partnership (“SALP”)

BACKGROUND

The purpose of this Amendment and the other amendments described below is to reallocate certain rights and obligations between the Arena Lease, the Spectrum Lease and the Future Development Lease (all as defined below) which govern the property surrounded by Pattison Avenue, 11th Street, Terminal Avenue and Broad Street and currently referred to as the Wachovia Arena Parcel. Although the Amendment, along with a Sixth Amendment to Construction and Lease Agreement by and between PAID and SALP (“Sixth Spectrum Lease Amendment”), and a Third Amendment to Lease and Development Agreement by and between PAID and Spectacor Adjoining Real Estate New Arena, L.P., (“SARENA”), (“Third Future Parcels Lease Amendment”) (the Amendment, the Sixth Spectrum Lease Amendment and the Third Future Parcels Lease Amendment are hereinafter collectively referred to as the “Lease Amendments”) executed this same date, reallocate rights among the three leases, the several amendments do not materially increase or decrease the cumulative rights or obligations held by the related tenants, SALP and SARENA.

ARENA LEASE

A. The City of Philadelphia (the "City") is the fee simple owner of that certain premises (the "Arena Parcel") made a part of that certain Lease Agreement by and between the City and PAID dated July 12, 1994 under which the City leased the Arena Parcel to PAID. The Lease Agreement was amended by a First Amendment to Lease Agreement dated as of July 1, 2001 between the City and PAID.

B. Pursuant to the certain Lease and Development Agreement dated July 12, 1994 by and between PAID and SALP, PAID leased the Arena Parcel to SALP, as amended by a First Amendment to Lease and Development Agreement dated as of July 1, 2001 between PAID and SALP. SALP has constructed and currently operates on the Arena Parcel a major multipurpose sports and entertainment facility presently known as the Wachovia Center, including parking and other incidental facilities serving the Premises and Sports Complex;

C. The Lease and Development Agreement between PAID and SALP as so amended is hereinafter referred to as the "Arena Lease". **This Amendment is the Second Amendment to the Arena Lease.**

SPECTRUM LEASE

D. Pursuant to a Construction and Lease Agreement (the "Construction and Lease Agreement") dated May 26, 1966 and recorded in Deed Book CAD 774 page 76, as amended May 25, 1967, and recorded June 2, 1967 in Deed Book 988 page 230 by and between the City of Philadelphia ("City") and Jerry Wolman ("Wolman"), Wolman leased from the City the premises commonly known as the Spectrum Parcel, as more particularly described on Exhibit A attached thereto and made a part thereof, and constructed an indoor sports and entertainment facility thereon (the "Spectrum").

E. By an Assignment dated May 31, 1967 and recorded in Deed Book CAD 988 page 236, Wolman assigned, transferred and set over to Tenant's predecessor in interest all of Wolman's right, title and interest in, of and to the Construction and Lease Agreement.

F. The Construction and Lease Agreement was amended by a Second Amendment to Construction and Lease Agreement dated May 31, 1967 and recorded in Deed Book CAD 988, page 241.

G. By an Assignment, Assumption and Lease Agreement dated July 11, 1991, the City leased the Spectrum Parcel with the improvements thereon to PAID and the City assigned its interest in the Construction and Lease Amendment, as amended, to PAID.

H. The Construction and Lease Agreement as Assigned to PAID as landlord and SALP as tenant was further amended pursuant to a Third Amendment to Construction and Lease Agreement by and between PAID and SALP dated July 11, 1991 and recorded in Deed Book FHS 2000 page 548.

I. The Construction and Lease Agreement was further amended pursuant to a Fourth Amendment to Construction and Lease Agreement dated as of July 12, 1994 by and between PAID and SALP.

J. The Construction and Lease Agreement was further amended pursuant to a Fifth Amendment to Construction and Lease Agreement dated as of July 1, 2001 by and between PAID and SALP.

K. The Construction and Lease Agreement as so amended is hereinafter referred to as the "Spectrum Lease".

FUTURE DEVELOPMENT PARCEL LEASE

L. The City of Philadelphia (the "City") is the fee simple owner of that certain premises (the "Future Development Parcels") and made a part of that certain Lease Agreement

by and between the City and PAID dated July 11, 1991 under which the City leased the Future Development Parcels to PAID. The Lease Agreement was amended by a First Amendment to City-PAID Development Parcel Lease dated July 12, 1994 between the City and PAID and was further amended by a Second Amendment to Lease Agreement dated as of July 1, 2001 between the City and PAID.

M. PAID and SARENA entered into a Lease and Development Agreement dated July 11, 1991, as amended by a First Amendment to Lease and Development Agreement dated July 12, 1994 and as further amended by a Second Amendment to Lease and Development Agreement dated as of July 1, 2001 to provide for the use and development by SARENA of three parcels designated for future development, as more particularly described on Exhibit A attached thereto and made a part thereof, pursuant to the terms, covenants and conditions set forth therein;

N. The Lease and Development Agreement between PAID and SARENA as so amended is hereinafter referred to as the "Future Development Parcels Lease".

SCOPE OF AMENDMENT

O. When referred to collectively, the Spectrum Lease, the Arena Lease and the Future Development Parcels Lease are hereinafter referred to as the "Leases". The tenants under the Leases, SALP and SARENA, are sister entities under common control.

P. On October 20, 2009, the City of Philadelphia Planning Commission determined that SALP's and SARENA's proposed plan of development was consistent with the Master Plan adopted under the Leases. The parcel proposed for development includes premises that lie partially within each of the Spectrum Lease, the Arena Lease and the Future Development Parcels Lease. In order to provide a contiguous parcel that would permit financing of development contemplated by the plan presented to the Planning Commission, this Amendment, the Sixth Spectrum Amendment and the Third Future Parcels Amendment modify the respective

Leases to reallocate, among the Leases, the premises and the related rights and obligations, including the development rights previously granted by prior ordinances. The Lease Amendments do not and are not intended to materially increase or decrease the cumulative rights or obligations held by SALP and SARENA under the Leases and previously granted by prior ordinances.

Q. PAID, by resolution adopted on _____, 2010, approved the form of this Amendment and Authorized the execution of this Amendment by PAID.

R. The City has determined that this Amendment is beneficial to the City. The City, by Ordinance of City Council (Bill No. _____), approved by the Mayor on _____, has approved the form and authorized the execution of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, PAID and SALP hereby agree to amend the Arena Lease in the manner set forth hereinbelow.

Section 1. Definitions. Unless otherwise defined or amended by the terms of this Amendment, all capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Arena Lease.

Section 2. Premises. The Premises under the Arena Lease is hereby amended as follows:

- (a) under the Arena Lease, Exhibit A to the Arena Lease is hereby deleted and Premises shall mean the land as more particularly described on Exhibit 1 attached to this Amendment; Exhibit B is hereby deleted and replaced with Exhibit 2 to this Amendment; and Exhibit C is hereby deleted and replaced with Exhibit 3 to this Amendment.

Section 3. Development Rights - Reallocation of Rights Among Leases.

Development rights and obligations previously granted under the Leases and the Master Plan, as defined in the Leases, shall be reallocated along with the leased premises being reallocated among the Leases, including the reallocation of the Connection Improvements to the Spectrum Lease. The development rights for the Arena Facility and the Connection Office Space shall remain with the Arena Lease;

Section 4. Continued Binding Effect. Except as specifically amended pursuant to this Amendment and the Exhibits hereto, the Leases, all terms, conditions and provisions thereof and all exhibits attached thereto, shall remain in full force and effect and are hereby confirmed by the Authority and Tenant.

IN WITNESS WHEREOF, the Authority and Tenant have caused this Amendment to be duly executed, as of the date first written above.

PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

By: _____

Attest: _____
[Corporate Seal]

SPECTRUM ARENA LIMITED PARTNERSHIP

By: PATTISON REALTY, INC.
a Pennsylvania corporation,
its General Partner

By: _____

Attest: _____
[Corporate Seal]

DESCRIPTION

Arena Lease Parcel

ALL that certain lot or piece of ground, with the improvements thereon, situate in the 26th Ward of the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania, being known as the Arena Lease Parcel, as shown on a Lease Area Plan, Dated 04/27/10, last revised 05/13/10, and being now more particularly described as follows, to wit:

BEGINNING at a point on the eastern side of Broad Street (300 feet wide) at the distance of 500.000 feet southerly from the southern side of Pattison Avenue (120 feet side), thence for said Remainder Parcel the following sixteen (16) courses and distances, as follows, to wit;

- 1) S 75° 30' 00" E, 100.000 feet to a point, thence continuing;
- 2) N 14° 30' 00" E, 20.000 feet to a point, thence continuing;
- 3) S 75° 30' 00" E, 220.500 feet to a point, thence continuing;
- 4) S 14° 30' 00" W, 631.480 feet to a point, thence continuing;
- 5) S 75° 30' 00" E, 179.776 feet to a point, thence continuing;
- 6) N 14° 30' 00" E, 17.181 feet to a point, thence continuing;
- 7) S 75° 30' 00" E, 410.590 feet to a point, thence continuing;
- 8) N 14° 30' 00" E, 530.011 feet to a point, thence continuing;
- 9) S 75° 30' 00" E, 390.030 feet to a point on the westerly side of 11th Street (102 feet wide), thence thereby;
- 10) S 75° 30' 00" E, 1,540.827 feet to a point, thence continuing;
- 11) N 75° 30' 00" W, 14.685 feet to a point of curve on the northerly side of Interstate 95, thence thereby the following four (4) courses and distances;
- 12) 85.321 feet to a point of compound curve by a curve to the right having a radius of 3,730.633 feet, said curve having a chord bearing of N 89° 21' 01" W, 85.319 feet from the last described point, thence continuing;
- 13) 521.485 feet to a point by a curve to the right having a radius of 2,262.306 feet, said curve having a chord bearing of N 82° 05' 29" W, 520.331 feet from the last described point, thence continuing;
- 14) N 75° 29' 16.4" W, 566.977 feet to a point of curve, thence continuing;
- 15) 159.737 feet to a point on the eastern side of said Broad Street by a curve to right having a radius of 124.74 feet, said curve having a chord bearing of N 38° 48' 09" W, 149.044 feet from the last described point, thence thereby;
- 16) N 14° 30' 00" E, 1,542.079 feet to the first mentioned point and place of beginning.

EXHIBIT 2

DESCRIPTION

Spectrum Lease Parcel

ALL that certain lot or piece of ground, with the improvements thereon, situate in the 26th Ward of the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania, being known as the Spectrum Lease Parcel, as shown on Exhibit A, Dated 04/19/10, last revised 05/13/10, and being now more particularly described as follows, to wit:

BEGINNING for the same at the intersection of the westerly side of 11th Street (102 feet wide) with the southerly side of Pattison Avenue (120 feet wide), thence for said Live! Lease Parcel, the following eight (8) courses and distances, as follows to wit;

- 1) S 14°30'00" W, 510.287 feet along said 11th Street, to a point thence continuing;
- 2) N 75°30'00" W, 390.030 feet to a point, thence continuing;
- 3) S 14°30'00" W, 530.011 feet to a point, thence continuing;
- 4) N 75°30'00" W, 410.590 feet to a point, thence continuing;
- 5) S 14°30'00" W, 71.181 feet to a point, thence continuing;
- 6) N 75°30'00" W, 179.776 feet to a point, thence continuing;
- 7) N 14°30'00" E, 1111.480 feet to a point on the aforesaid southerly side of Pattison Avenue, thence thereby;
- 8) S 75°30'00" E, 980.396 feet to the point and place of beginning, and containing within these metes and bounds 825,980.57 square feet of land, 18.96190 acres more or less be the contents there of what they may.

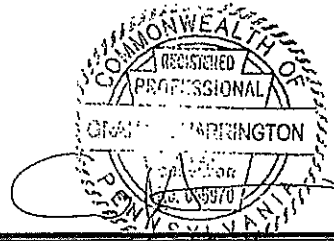


EXHIBIT 3

FUTURE DEVELOPMENT LEASE PARCEL #1 DESCRIPTION:

FORMERLY AND ALSO KNOWN AS PREMISES B LOT 1

ALL THAT CERTAIN LOT OR PIECE OF GROUND AND IMPROVEMENTS THEREON AS DESCRIBED ACCORDING TO A SURVEY PREPARED BY BARTON AND MARTIN ENGINEERS DATED 4/27/1994 AND LAST REVISED 7/11/1994, AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN SIDE OF PATTISON AVENUE (120' WIDE R.O.W.), AT THE DISTANCE OF 100.00 FEET EASTWARDLY FROM THE EASTERN SIDE OF BROAD STREET (300' WIDE R.O.W.); THENCE EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERN SIDE OF SAID PATTISON AVENUE, THE DISTANCE OF 220.500 FEET TO A POINT; THENCE EXTENDING SOUTH 14 DEGREES 30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 480.000 FEET TO A POINT; THENCE EXTENDING NORTH 75 DEGREES 30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 220.500 FEET TO A POINT ON THE EASTERN SIDE OF A SEPTA SURFACE EASEMENT; THENCE EXTENDING NORTH 14 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE EASTERN SIDE OF SAID SEPTA SURFACE EASEMENT, THE DISTANCE OF 480.000 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING IN TOTAL AREA 2.42975 +- ACRES.

FUTURE DEVELOPMENT LEASE PARCEL #2 DESCRIPTION:

ALL THAT CERTAIN LOT OR PIECE OF GROUND, WITH THE IMPROVEMENTS THEREON, SITUATE IN THE 26TH WARD OF THE CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA AND COMMONWEALTH OF PENNSYLVANIA, BEING KNOWN AS THE ARENA LEASE PARCEL, AS SHOWN ON A LEASE AREA PLAN, DATED 04/27/10, LAST REVISED 05/13/10, AND BEING NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

AN INTERIOR LOT LOCATED THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE POINT OF INTERSECTION FORMED BY THE EASTERN SIDE OF BROAD STREET (300 FEET WIDE) AND THE SOUTHERN SIDE OF PATTISON AVENUE (120 FEET WIDE);

- 1) THENCE EXTENDING SOUTH 14 DEGREES 30 MINUTES 00 SECONDS WEST, ALONG THE EASTERN SIDE OF SAID BROAD STREET, THE DISTANCE OF 1,702.000 FEET TO A POINT;
- 2) THENCE EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 320.500 FEET TO THE POINT OF BEGINNING;

THENCE, EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 588.500 FEET TO A POINT; THENCE EXTENDING SOUTH 14 DEGREES

30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 382.158 FEET TO A POINT;
THENCE EXTENDING NORTH 75 DEGREES 30 MINUTES 00 SECONDS WEST, THE
DISTANCE OF 588.500 FEET TO A POINT; THENCE EXTENDING NORTH 14 DEGREES
30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 382.158 FEET TO THE FIRST
MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING WITHIN THESE METES AND BOUNDS 1,545,789.63 SQUARE FEET OF
LAND, OR 35.48643 ACRES, MORE OR LESS, BE THE CONTENTS THERE OF WHAT
THEY MAY.

(Exhibit 3 continued)

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Philadelphia Authority for Industrial Development, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Pattison Realty, Inc., a Pennsylvania corporation, the general partner of Spectrum Arena Limited Partnership being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Pattison Realty, Inc., a Pennsylvania corporation, the general partner of Spectacor Adjoining Real Estate New Arena L.P. being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

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

Notary Public

My Commission Expires:

CONSENT OF LEASEHOLD MORTGAGE

THE UNDERSIGNED, intending to be legally bound hereby and being the Leasehold Mortgagee of the Premises, hereby consents to the foregoing Amendment, all in accordance with the requirements of the Leases, as defined in this Amendment.

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as collateral agent**

Date: _____, 2010

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS :
 :
COUNTY OF COOK : SS

On this, the ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged herself to be a _____ of The Prudential Insurance Company of America, a New Jersey corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

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

Notary Public

My Commission Expires:

EXHIBIT "E"

Sixth Amendment To Construction and Lease Agreement

By and Between

Philadelphia Authority for Industrial Development

And

**Spectrum Arena Limited Partnership
(Spectrum Lease)**

AMENDMENT

This Sixth Amendment To Construction and Lease Agreement By and Between Philadelphia Authority for Industrial Development and Spectrum Arena Limited Partnership, referred to as the "Amendment" is made and is effective as of the _____ day of _____, 2010, by and between **PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania (the "PAID") and **SPECTRUM ARENA LIMITED PARTNERSHIP**, a Pennsylvania limited partnership ("SALP").

BACKGROUND

The purpose of this Amendment and the other amendments described below, is to reallocate certain rights and obligations between the Arena Lease, the Spectrum Lease and the Future Development Lease (all as defined below) which govern the property surrounded by Pattison Avenue, 11th Street, Terminal Avenue and Broad Street and currently referred to as the Wachovia Arena Parcel. Although the Amendment, along with a Second Amendment to Loan and Development Agreement by and between PAID and SALP ("Second Arena Lease Amendment"), and a Third Amendment to Lease and Development Agreement by and between PAID and Spectacor Adjoining Real Estate New Arena, L.P. ("SARENA") ("Third Future Parcels Lease Amendment") (the Amendment, the Second Arena Lease Amendment and the Third Future Parcels Lease Amendment are hereinafter collectively referred to as the "Amendments") executed this same date, reallocate rights, among the three leases, the several amendments do not materially increase or decrease the cumulative rights or obligations held by the related tenants, SALP and SARENA.

SPECTRUM LEASE

A. Pursuant to a Construction and Lease Agreement (the "Construction and Lease Agreement") dated May 26, 1966 and recorded in Deed Book CAD 774 page 76, as amended May 25, 1967, and recorded June 2, 1967 in Deed Book 988 page 230 by and between the City of Philadelphia ("City") and Jerry Wolman ("Wolman"), Wolman leased from the City the premises commonly known as the Spectrum Parcel, and constructed an indoor sports and entertainment facility thereon (the "Spectrum").

B. By an Assignment dated May 31, 1967 and recorded in Deed Book CAD 988 page 236, Wolman assigned, transferred and set over to Tenant's predecessor in interest all of Wolman's right, title and interest in, of and to the Construction and Lease Agreement.

C. The Construction and Lease Agreement was amended by a Second Amendment to Construction and Lease Agreement dated May 31, 1967 and recorded in Deed Book CAD 988, page 241.

D. By an Assignment, Assumption and Lease Agreement dated July 11, 1991, the City leased the Spectrum Parcel with the improvements thereon to PAID and the City assigned its interest in the Construction and Lease Amendment, as amended, to PAID.

E. The Construction and Lease Agreement as Assigned to PAID as landlord and SALP as tenant was further amended pursuant to a Third Amendment to Construction and Lease Agreement by and between PAID and SALP dated July 11, 1991 and recorded in Deed Book FHS 2000 page 548.

F. The Construction and Lease Agreement was further amended pursuant to a Fourth Amendment to Construction and Lease Agreement dated as of July 12, 1994 by and between PAID and SALP.

G. The Construction and Lease Agreement was further amended pursuant to a Fifth Amendment to Construction and Lease Agreement dated as of July 1, 2001 by and between PAID and SALP.

H. The Construction and Lease Agreement as so amended is hereinafter referred to as the "Spectrum Lease". **This Amendment is the Sixth Amendment to the Spectrum Lease.**

ARENA LEASE

I. The City of Philadelphia (the "City") is the fee simple owner of that certain premises (the "Arena Parcel") and made a part of that certain Lease Agreement by and between the City and PAID dated July 12, 1994 under which the City leased the Arena Parcel to PAID. The Lease Agreement was amended by a First Amendment to Lease Agreement dated as of July 1, 2001 between the City and PAID.

J. Pursuant to the certain Lease and Development Agreement dated July 12, 1994 by and between PAID and SALP, PAID leased the Arena Parcel to SALP, as amended by a First Amendment to Lease and Development Agreement dated as of July 1, 2001 between PAID and SALP. SALP has constructed and currently operates on the Arena Parcel a major multipurpose sports and entertainment facility presently known as the Wachovia Center, including parking and other incidental facilities serving the Premises and Sports Complex;

K. The Lease and Development Agreement between PAID and SALP as so amended is hereinafter referred to as the "Arena Lease".

FUTURE DEVELOPMENT PARCEL LEASE

L. The City of Philadelphia (the "City") is the fee simple owner of that certain premises (the "Future Development Parcels") made a part of that certain Lease Agreement by and between the City and PAID dated July 11, 1991 under which the City leased the Future Development Parcels to PAID. The Lease Agreement was amended by a First Amendment to

City-PAID Development Parcel Lease dated July 12, 1994 between the City and PAID and was further amended by a Second Amendment to Lease Agreement dated as of July 1, 2001 between the City and PAID.

M. PAID and SARENA entered into a Lease and Development Agreement dated July 11, 1991, as amended by a First Amendment to Lease and Development Agreement dated July 12, 1994 and as further amended by a Second Amendment to Lease and Development Agreement dated as of July 1, 2001 to provide for the use and development by SARENA of three parcels designated for future development, as more particularly described on Exhibit A attached thereto and made a part thereof, pursuant to the terms, covenants and conditions set forth therein;

N. The Lease and Development Agreement between PAID and SARENA as so amended is hereinafter referred to as the "Future Development Parcels Lease".

SCOPE OF AMENDMENT

O. When referred to collectively, the Spectrum Lease, the Arena Lease and the Future Development Parcels Lease are hereinafter referred to as the "Leases". The tenants under the Leases, SALP and SARENA, are sister entities under common control.

P. On October 20, 2009, the City of Philadelphia Planning Commission determined that SALP's and SARENA's proposed plan of development as presented was consistent with the Master Plan adopted under the Leases. The parcel proposed for development includes premises that lie partially within each of the Spectrum Lease, the Arena Lease and the Future Development Parcels Lease. In order to provide a contiguous parcel that would permit financing of development contemplated by the plan presented to the Planning Commission, this Amendment modifies the respective Leases to reallocate, among the Leases, the premises and the related rights and obligations, including the development rights previously granted by prior ordinances. These Amendments do not and are not intended to materially increase or decrease

the cumulative rights or obligations held by SALP and SARENA under the Leases and previously granted by prior ordinances.

Q. PAID, by resolution adopted on _____, 2010, approved the form of this Amendment and Authorized the execution of this Amendment by PAID.

R. The City has determined that this Amendment is beneficial to the City. The City, by Ordinance of City Council (Bill No. _____), approved by the Mayor on _____, has approved the form and authorized the execution of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, PAID, and SALP hereby agree to amend the Spectrum Lease in the manner set forth hereinbelow.

Section 1. Definitions. Unless otherwise defined or amended by the terms of this Amendment, all capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Spectrum Lease.

Section 2. Premises. The Premises under the Spectrum Lease is hereby amended as follows:

(a) Exhibit A to the Spectrum Lease is hereby deleted and the “Spectrum Site” shall mean the land as more particularly described on Exhibit 1 attached to this Amendment.

Section 3. Development Rights.

(a) Reallocation of Rights Among Leases. Development rights and obligations previously granted under the Leases and the Master Plan, as defined in the

Leases, shall be reallocated along with the leased premises being reallocated among the Leases. In particular, and without limiting the foregoing:

(i) the rights previously granted under the Arena Lease to develop the Connection Improvements are hereby incorporated into the Spectrum Lease. The development rights for the Arena Facility and the Connection Office Space shall remain with the Arena Lease;

(ii) the rights previously granted under the Future Development Parcels Lease to develop Development Parcel #2, as defined in the Future Development Parcels Lease, are hereby incorporated into the Spectrum Lease. The development rights for Development Parcel #1 and Development Parcel #3 shall remain with the Future Development Parcels Lease.

(iii) All development rights herein incorporated into the Spectrum Lease shall be exercised only in accordance with the limitations for such development rights and terms and conditions set forth in the Arena Lease or the Development Parcels Lease for such development rights, as the case may be.

(iv) SALP shall be obligated to pay Real Property Taxes or payments in lieu of taxes, for Development Parcel #2, in accordance with Section 6.01 of the Future Development Parcel Lease. The payment in lieu of taxes ("PILOT") to be assessed on the property, shall be assessed at the rate of Two Percent (2%) of the "Costs of the Project" as further described in Exhibit 2 attached hereto. In the event the parties are unable to agree to the Costs of the Project, within twelve (12) months of the commencement of construction of the Project, such determination shall be submitted to binding arbitration, pursuant to the rules of the American Arbitration Association. The

PILOT payment shall not increase, nor shall an additional payment in lieu of taxes be assessed, during the term of this Agreement as a result of continued repairs, alterations or rehabilitation by Tenant so long as the Premises are used in accordance with the plan of development described in Section 4, below.

Section 4. Block Signage Package Approval. The block signage package attached to this Amendment as Exhibit 4, (the “Approved Signage Package”) is hereby incorporated as an integral part of the development rights for the Spectrum Lease as amended hereunder. Signage constructed pursuant to the Approved Signage Package that is affixed to the rooftop, external-facing building exteriors, entrance archways to the site or are otherwise exterior to or visible from the exterior of the project (“Exterior Signs”) may only include wayfinding, accessory signage for tenants of the development, or the name, “Philly Live!”. Other non-accessory uses or naming rights located on Exterior Signs may be used only with the written approval of PAID. The Approved Signage Package may be amended only upon approval by the Planning Commission, and the written agreement of PAID and SALP.

Section 5. Economic Opportunity Plan. Section 53.01 of the Spectrum Lease is hereby amended by deleting Exhibit J as referenced therein and substituting therefore a new Economic Opportunity Plan attached hereto and incorporated herein as Exhibit 4.

Section 6. Continued Binding Effect. Except as specifically amended pursuant to this Amendment and the Exhibits hereto, the Leases, all terms, conditions and provisions thereof and all exhibits attached thereto, shall remain in full force and effect and are hereby confirmed by the Authority and Tenant.

IN WITNESS WHEREOF, the Authority and Tenant have caused this Amendment to be duly executed, as of the date first written above.

PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

By: _____

Attest: _____
[Corporate Seal]

SPECTRUM ARENA LIMITED PARTNERSHIP

By: PATTISON REALTY, INC.
a Pennsylvania corporation,
its General Partner

By: _____

Attest: _____
[Corporate Seal]

EXHIBIT 1

DESCRIPTION

Spectrum Lease Parcel

ALL that certain lot or piece of ground, with the improvements thereon, situate in the 26th Ward of the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania, being known as the Spectrum Lease Parcel, as shown on Exhibit A, Dated 04/19/10, last revised 05/13/10, and being now more particularly described as follows, to wit:

BEGINNING for the same at the intersection of the westerly side of 11th Street (102 feet wide) with the southerly side of Pattison Avenue (120 feet wide), thence for said Live! Lease Parcel, the following eight (8) courses and distances, as follows to wit;

- 1) S 14°30'00" W, 510.287 feet along said 11th Street, to a point thence continuing;
- 2) N 75°30'00" W, 390.030 feet to a point, thence continuing;
- 3) S 14°30'00" W, 530.011 feet to a point, thence continuing;
- 4) N 75°30'00" W, 410.590 feet to a point, thence continuing;
- 5) S 14°30'00" W, 71.181 feet to a point, thence continuing;
- 6) N 75°30'00" W, 179.776 feet to a point, thence continuing;
- 7) N 14°30'00" E, 1111.480 feet to a point on the aforesaid southerly side of Pattison Avenue, thence thereby;
- 8) S 75°30'00" E, 980.396 feet to the point and place of beginning, and containing within these metes and bounds 825,980.57 square feet of land, 18.96190 acres more or less be the contents there of what they may.

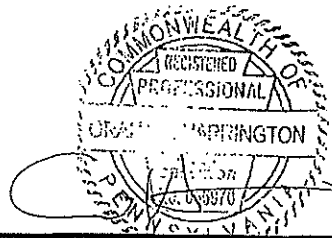


EXHIBIT 2

PILOT TERMS

WHEREAS, the City of Philadelphia has determined that the public advantage would be served by the operation by tenant under the Development Lease of the Premises and the Parking Improvements (hereinafter referred to as "Public Property");

WHEREAS, pursuant to 72 P.S.4706.3(b) the Public Property is "Public Property used for Public Purposes" and therefore exempt from City, County and School District real property taxes;

WHEREAS, the City and the tenant under the Development Lease recognize the need to agree to a PILOT Payment;

WHEREAS, the City and the tenant under the Development Lease recognize that the determination under 72 P.S.4706.3(b) of the PILOT Payment is calculated on the "Costs of the Project" to be agreed upon by the City and the tenant under the Development Lease "prior to the commencement of the construction of the facility" and, therefore, require estimates as to the "Costs of the Project" (as defined below);

WHEREAS, the City and the tenant under the Development Lease have provided for such controls and restrictions with respect to the design, use and operation of the Public Property that in their judgment are necessary or desirable to insure the Public Property functions in furtherance of the public purposes as set forth in the Development Lease.

WHEREAS, the tenant under the Development Lease would not construct the Public Property but for the certainty of the PILOT Payment;

WHEREAS, the City and the tenant under the Development Lease acknowledge that the "Costs of the Project" is a less inclusive category than Total Development Costs, as defined in the Development Lease;

Now therefore, intending to be legally bound, the undersigned hereto agree as follows:

1. For purposes of Article VI of the Development Lease, and as required under 72 P.S.4706.3(b), the "Costs of the Project", as well as the cost of any improvement that is subject to the provisions of 72 P.S.4706.3(b) (such improvement being "Public Property used for Public Purposes" as defined in 72 P.S.4706.3(b)) shall mean the aggregate hard costs (excluding general conditions, profit, general contractors fees, construction management fees and design contingencies) of such improvements but shall not include the following costs:

(a) Soft costs including but not limited to professional, architecture, engineering, legal, insurance, consulting, marketing, development, finance fees and interest;

(b) The costs of certain furniture, fixtures, equipment and certain tenant improvements;

(c) Any cost relating to or incurred by reason of a Force Majeure Event.

2. The Development Consultant of the tenant under the Development Lease has reasonably estimated the "Costs of the

Project" for the Parking Improvements. Relying upon such estimate by the Development Consultant of the tenant under the Development Lease, the City and the tenant under the Development Lease have agreed that the "Costs of the Project" for the purpose of calculating the PILOT Payment is set forth in Schedule 1 attached hereto and made a part hereof.

3. The PILOT Payment Effective Date as well as other provisions dealing with the PILOT Payment are set forth in Article VI of the Development Lease and are incorporated herein by reference with the same force and effect as if set forth fully herein.

4. All capitalized terms used herein shall have the same meaning as set forth in the Development Lease.

EXHIBIT 3
APPROVED SIGNAGE PACKAGE
TO BE PROVIDED



The
Cordish
Company

Comcast
SPECIACOR

PHILLY LIVE! PLANNING COMMISSION SUBMISSION
EXHIBIT B: SIGNAGE PACKAGE
MAY 20, 2010

DESIGN COLLECTIVE

CONTACTS

Leasehold Owners:

Spectrum Arena
Limited Partnership

Spectacor Adjoining Real
Estate New Arena, L.P

Developer:

The Cordish Company
601 E. Pratt Street, 6th Floor
Baltimore MD 21202
410.752.5444

Architect/Landscape Architect:

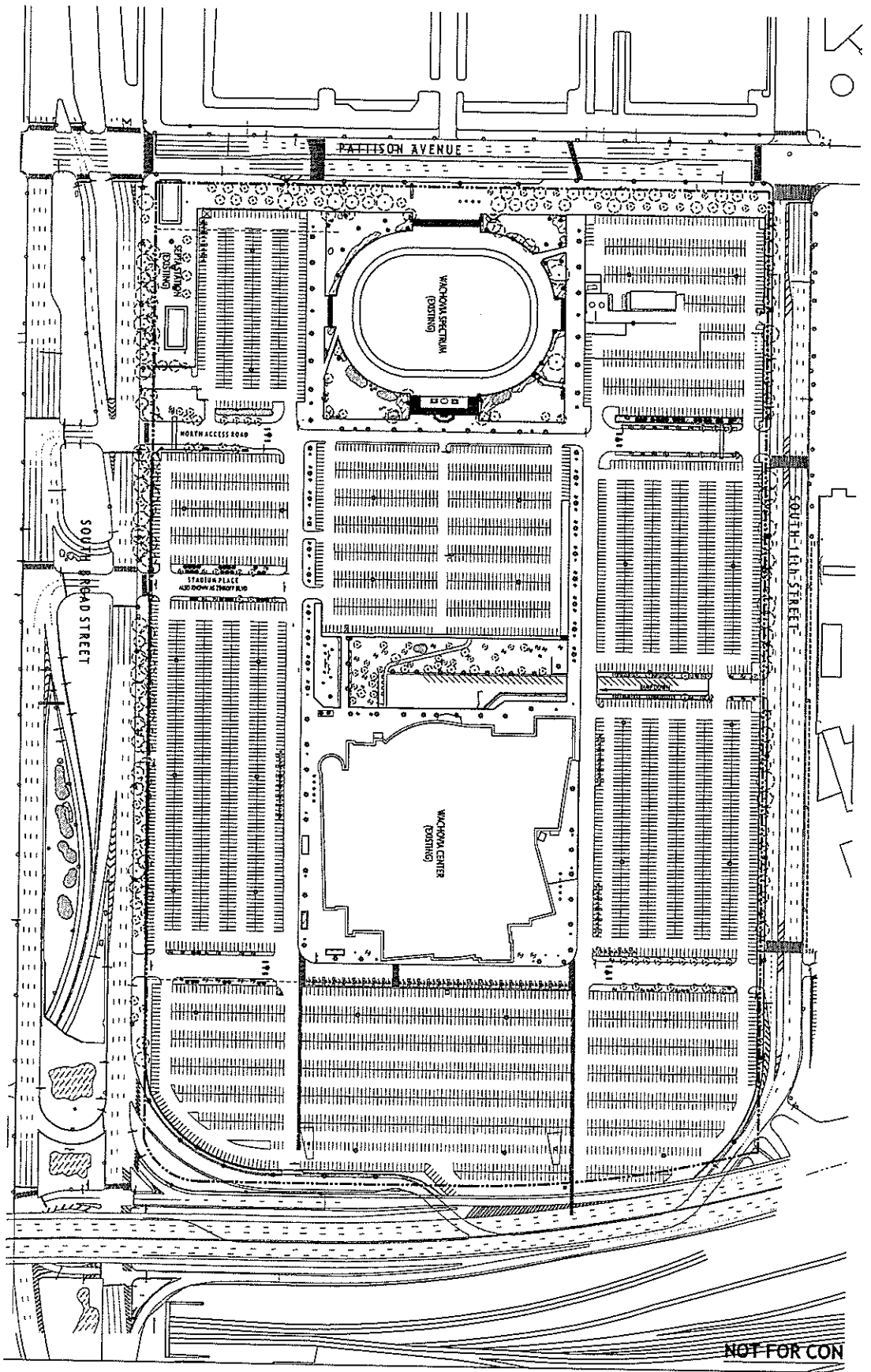
Design Collective
601 E. Pratt Street, Suite 300
Baltimore MD 21202
410.685.6555

Signage

RSM Design
160 Cabrillo
San Clemente
CA 92672
949.492.9479
Fax 492.2230

Civil Engineer:

Pennoni Associates
3001 Market St.
Philadelphia PA 19104
215.222.0398



- LEGEND**
- EXISTING DISCONTINUED TREES TO REMAIN
 - ⊙ EXISTING PERENNIAL TREES TO REMAIN
 - ⊕ EXISTING DECIDUOUS TREES TO BE REMOVED
 - ⊗ EXISTING EVERGREEN TREES TO BE REMOVED
 - EXISTING FENCE TO REMAIN
 - - - EXISTING FENCE TO BE REMOVED
 - ⊘ EXISTING SIGNAGE TO REMAIN
 - ⊗ EXISTING SIGNAGE TO BE REMOVED
 - ⊙ EXISTING LIGHTING TO REMAIN
 - ⊗ EXISTING LIGHTING TO BE REMOVED

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EXISTING SIGNAGE LOCATION PLAN

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3

ISSUE DATE
JUNE 1, 2009

CLIENT:
WICKHAM CENTER

ARCHITECT:
REDWOOD SCHWARTZ MARK DESIGN INC.
1000 BROAD STREET, SUITE 200
DENVER, CO 80202
303.733.1234

PROJECT:
WICKHAM CENTER

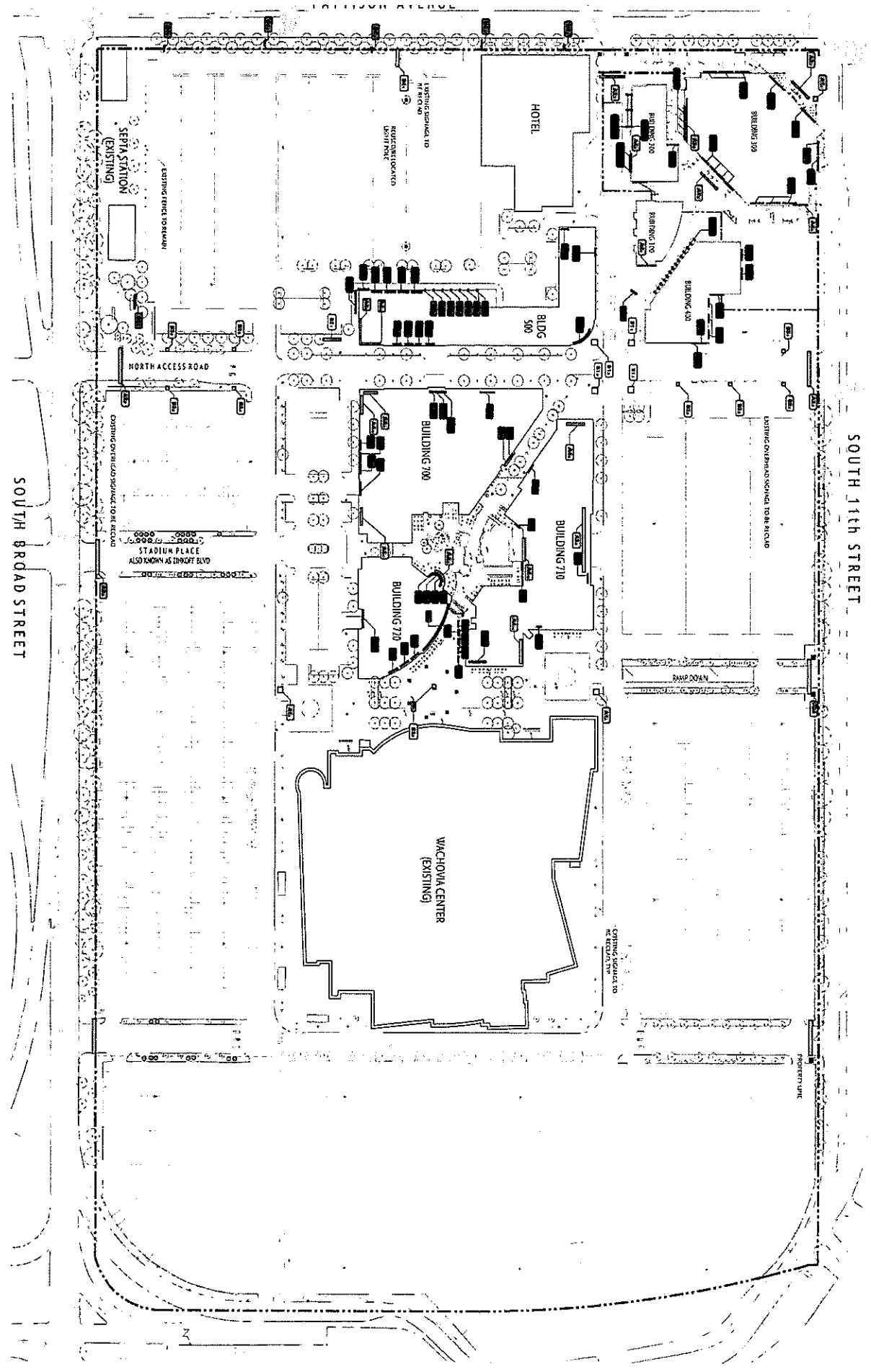
DATE:
JUNE 1, 2009

SCALE:
AS SHOWN

DRAWN BY:
J. SCHWARTZ

CHECKED BY:
M. SCHWARTZ

DATE:
JUNE 1, 2009




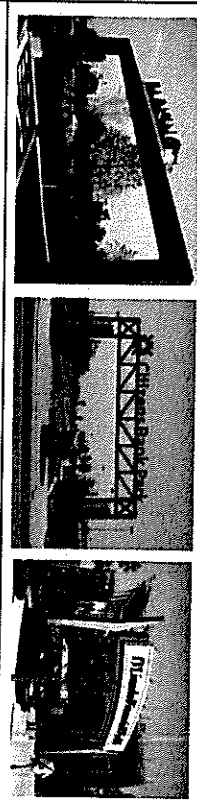


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A, B, C, & D PRIMARY SIGNAGE: PROGRAMMING PLAN

	DATE: 08/11/09 PROJECT: 09-001 CLIENT: Wachovia Bank LOCATION: 100 South Broad Street, Philadelphia, PA SCALE: 1/8" = 1'-0" DESIGNED BY: [Redacted] DRAWN BY: [Redacted] CHECKED BY: [Redacted] APPROVED BY: [Redacted]
	ISSUE DATE: 08/11/09 ISSUE NO.: 01

PRIMARY SIGNAGE

CODE	SIGN TYPE	DESCRIPTION	QTY	LIGHTING	REPRESENTABLE EXAMPLE OF SIGN
A1	PROJECT PYLON	APPROXIMATELY 45' TALL INTERNALLY ILLUMINATED PYLON WITH INTERNALLY ILLUMINATED LETTERS, SYMBOLS, AND LOGO, SUCH AS THE PROJECT LOGO, LED INTEGRATED INTO SIGNAGE.	3	INTERNAL	
A2	VEHICULAR ENTRY PORTAL	EXISTING WACHOHA CENTER ENTRY PORTAL TO BE RECLAD WITH PAINTED METAL PROJECT LOGOS TO BE INTERNALLY ILLUMINATED AND ATTACHED TO STRUCTURE. INTEGRATED LED READERBOARD.	7	INTERNAL	
A3	BUILDING FEATURE SIGN	10' HIGH OPEN FACE CHANNEL LETTERS INTERNALLY ILLUMINATED WITH EXPOSED NEON MOUNTED TO PAINTED METAL ROOF-TOP STRUCTURE.	4	INTERNAL	
A4	SECONDARY PROJECT SIGN (BUILDING MOUNTED)	APPROXIMATELY 5' HIGH OPEN FACE CHANNEL LETTERS INTERNALLY ILLUMINATED WITH EXPOSED NEON MOUNTED TO BUILDING FACADE.	13	INTERNAL	

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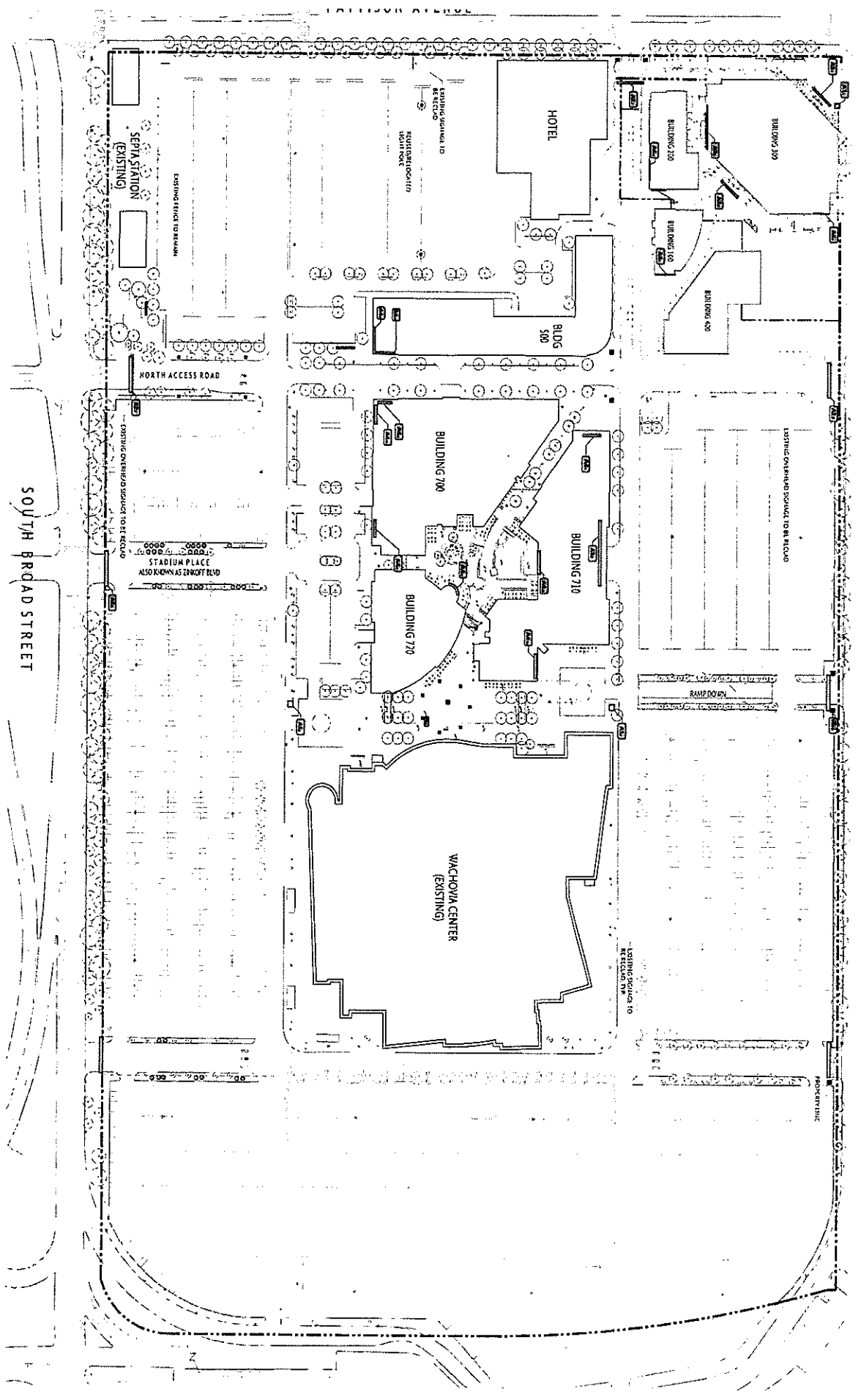
PRIMARY SIGNAGE "TYPE A": SIGN MATRIX



ISSUE DATE: **JULY 1, 2009**

5

JAKE LOCATION PLAN



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PRIMARY SIGNAGE "TYPE A": PROGRAMMING PLAN

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PROPOSED TREE LIST

ISSUE DATE
MAY 4, 2009




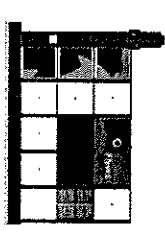
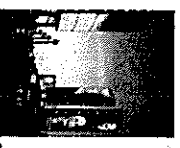



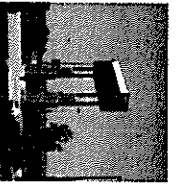
PROPOSED TREE LIST

6

PHILLY



PRIMARY SIGNAGE - FREESTANDING

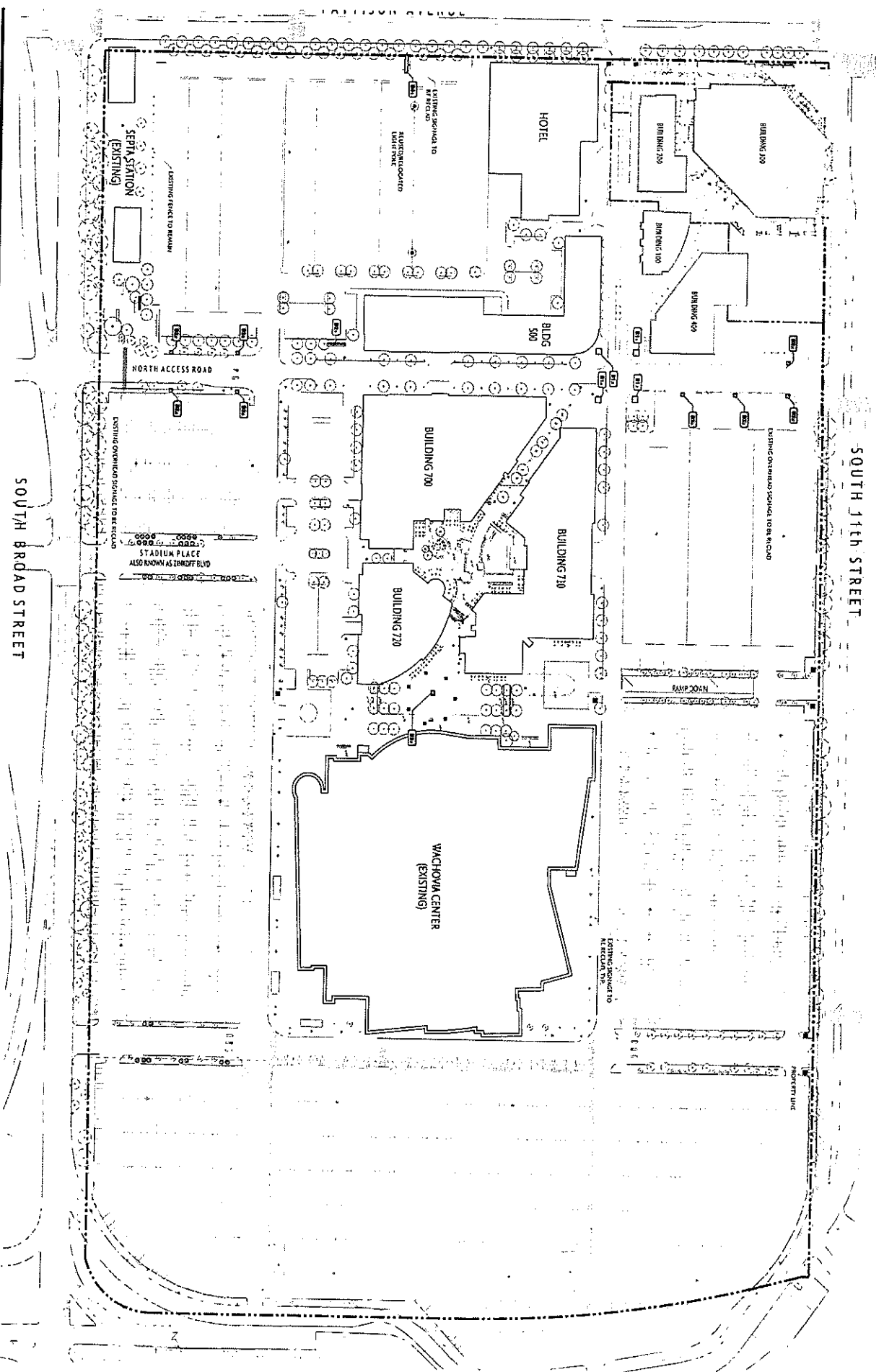
CODE	SIGN TYPE	DESCRIPTION	QTY	LIGHTING	REPRESENTABLE EXAMPLE OF SIGN
B1	PYLON @ INTERSECTION	APPROXIMATELY 45' TALL INTERNALLY ILLUMINATED BEACON WITH 15' TALL METAL CUT-OUT SILHOUETTES OF FIGURES. LED INTERGRATED INTO BEACON.	4	INTERNAL	  
B2	PROJECT I.D./EVENTS WALL	APPROXIMATELY 45' TALL FABRICATED GRID STRUCTURE WITH REMOVABLE BANNERS. LED INTERGRATED INTO STRUCTURAL GRID.	1	INTERNAL	
B3	MULTI-USE PYLON	25' TALL INTERNALLY ILLUMINATED BEACON. TO BE USED FOR IDENTIFICATION OF PARKING AREAS AND TENANT/PROJECT I.D. LED INTERGRATED INTO PYLON.	8	INTERNAL	   
B4	EVENTS PYLON	30' TALL RECLAD EXISTING SPECTRUM PYLON. LED EVENTS BOARD INTERGRATED INTO PYLON.	1	INTERNAL	

PRIMARY SIGNAGE "TYPE B" FREESTANDING: SIGN MATRIX

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NOT INTENDED FOR CONSTRUCTION.

SHEET NO. _____
 SHEET TOTAL _____
 DATE _____
 DRAWN BY _____
 CHECKED BY _____
 APPROVED BY _____
 CONTRACT NO. _____
 PROJECT NO. _____
 CLIENT _____
 LOCATION _____
 SCALE _____
 ISSUE DATE: MAY 1, 2009



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PRIMARY SIGNAGE "TYPE B" FREESTANDING: PROGRAMMING PLAN

8

DATE	ISSUE DATE	DRAWN BY	CHECKED BY	APPROVED BY	SCALE



PRIMARY SIGNAGE

CODE	SIGN TYPE	DESCRIPTION	QTY	LIGHTING	REPRESENTABLE EXAMPLE OF SIGN
C1	FLAT PANEL GRAPHIC	6'-12" HIGH X 12'-24" WIDE FLAT PANEL GRAPHIC MOUNTED TO BUILDING.	63	EXTERNAL	
C2	BUILDING MOUNTED LED PANEL	6'-12" HIGH X 6'-12" WIDE LED PANEL MOUNTED TO BUILDING.	5*	INTERNAL	
C3	PAINTED MURAL	PAINTED OR PRINTED MURALS TO COORDINATED WITH LOCAL ARTISTS	7	INTERNAL	

* QUANTITIES ARE APPROXIMATE

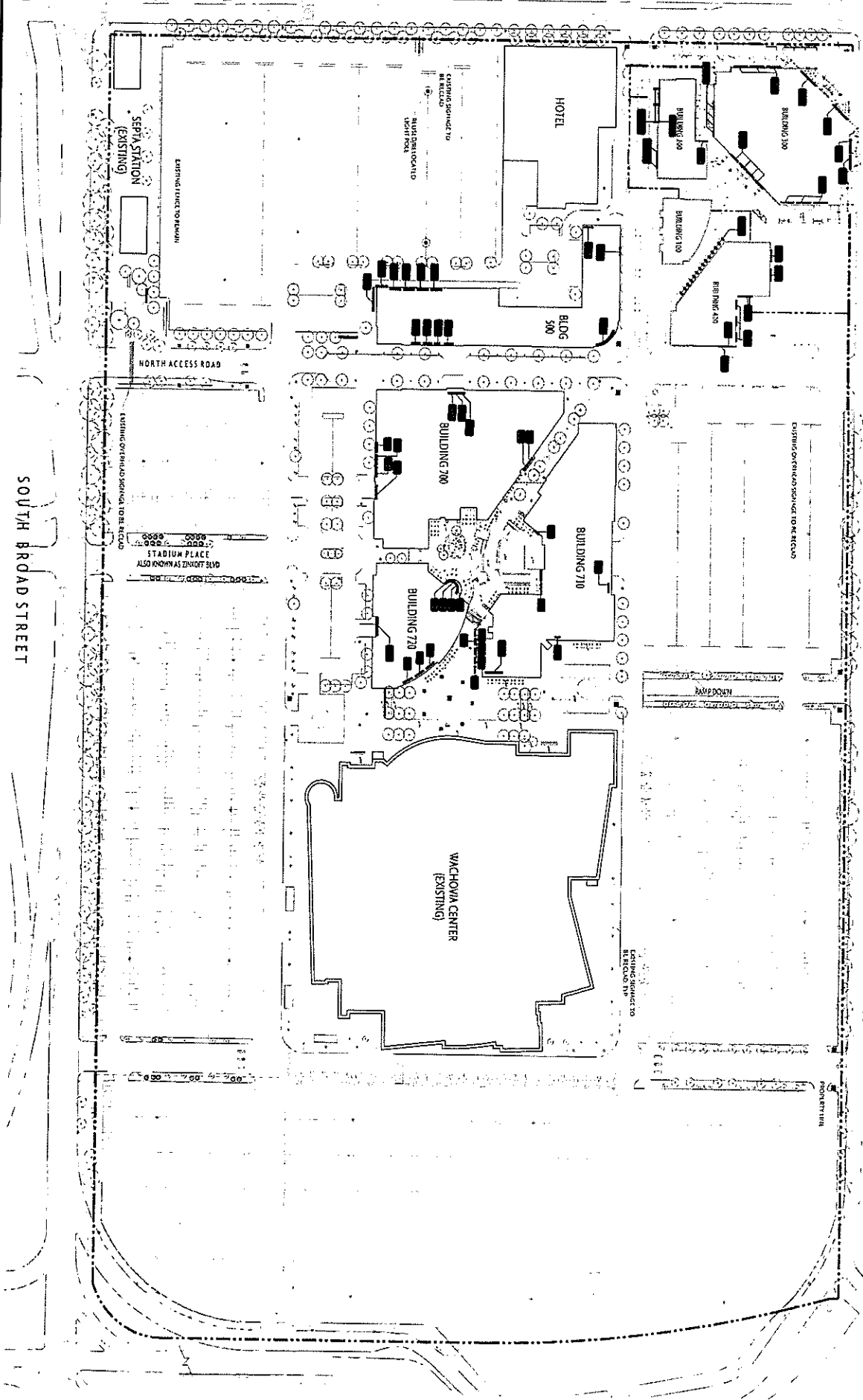
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PRIMARY SIGNAGE "TYPE C" ARCHITECTURALLY INTEGRATED: SIGN MATRIX

ISSUE DATE	MAY 4, 2009
PROJECT	PHILLIPS
DATE	2009
REVISED	
BY	
DATE	
REVISION	
NO.	
DATE	
DESCRIPTION	

SOUTH 11th STREET



SOUTH BROAD STREET

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PRIMARY SIGNAGE "TYPE C" ARCHITECTURALLY INTEGRATED: PROGRAMMING PLAN



ISSUE DATE

JUN 4, 2009

ARCHITECT
REDMOND SCHWART MARK DESIGN
1400 EAST 21ST AVENUE
DENVER, CO 80202
TEL: 303.733.9000
WWW.RSMDESIGN.COM

PROJECT
STADIUM PLACE
1400 EAST 21ST AVENUE
DENVER, CO 80202

DATE
JUN 4, 2009

SCALE
AS SHOWN

DRAWN BY
J. SWARTZ

CHECKED BY
M. SCHWARTZ

DATE
JUN 4, 2009

PROJECT NO.
RSM-09-030

DATE
JUN 4, 2009

SCALE
AS SHOWN

PRIMARY SIGNAGE: NARRATIVE

CODE	SIGN TYPE	DESCRIPTION	QTY	LIGHTING	REPRESENTABLE EXAMPLE OF SIGN
D1	SERIES SPECIALTY ART PIECE	15' HIGH FABRICATED METAL STRUCTURE/ GRAPHIC TO BE PAINTED OR DIGITAL OUTPUT	5	AMBIENT	
D2	LARGE SCALE SPECIALTY ART OR NARRATIVE PIECE	20' HIGH FABRICATED METAL STRUCTURE/ GRAPHIC TO BE PAINTED OR DIGITAL OUTPUT	1	AMBIENT	
D3	SMALL SCALE SPECIALTY ART PIECE	6' HIGH FABRICATED METAL STRUCTURE WITH INTERACTIVE COMPONENTS	1	INTERNAL	
D4	BUILDING MOUNTED SPECIALTY / ART PIECE		10	INTERNAL OR EXTERNAL	

DRAWING FOR DESIGN INTENT ONLY.
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NARRATIVE SIGNAGE "TYPE D": SIGN MATRIX

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Chilly

11

ISSUE DATE: MAY 4, 2009

DRAWN BY: [REDACTED]

CHECKED BY: [REDACTED]

APPROVED BY: [REDACTED]

DATE: [REDACTED]

SCALE: [REDACTED]

SHEET: [REDACTED]

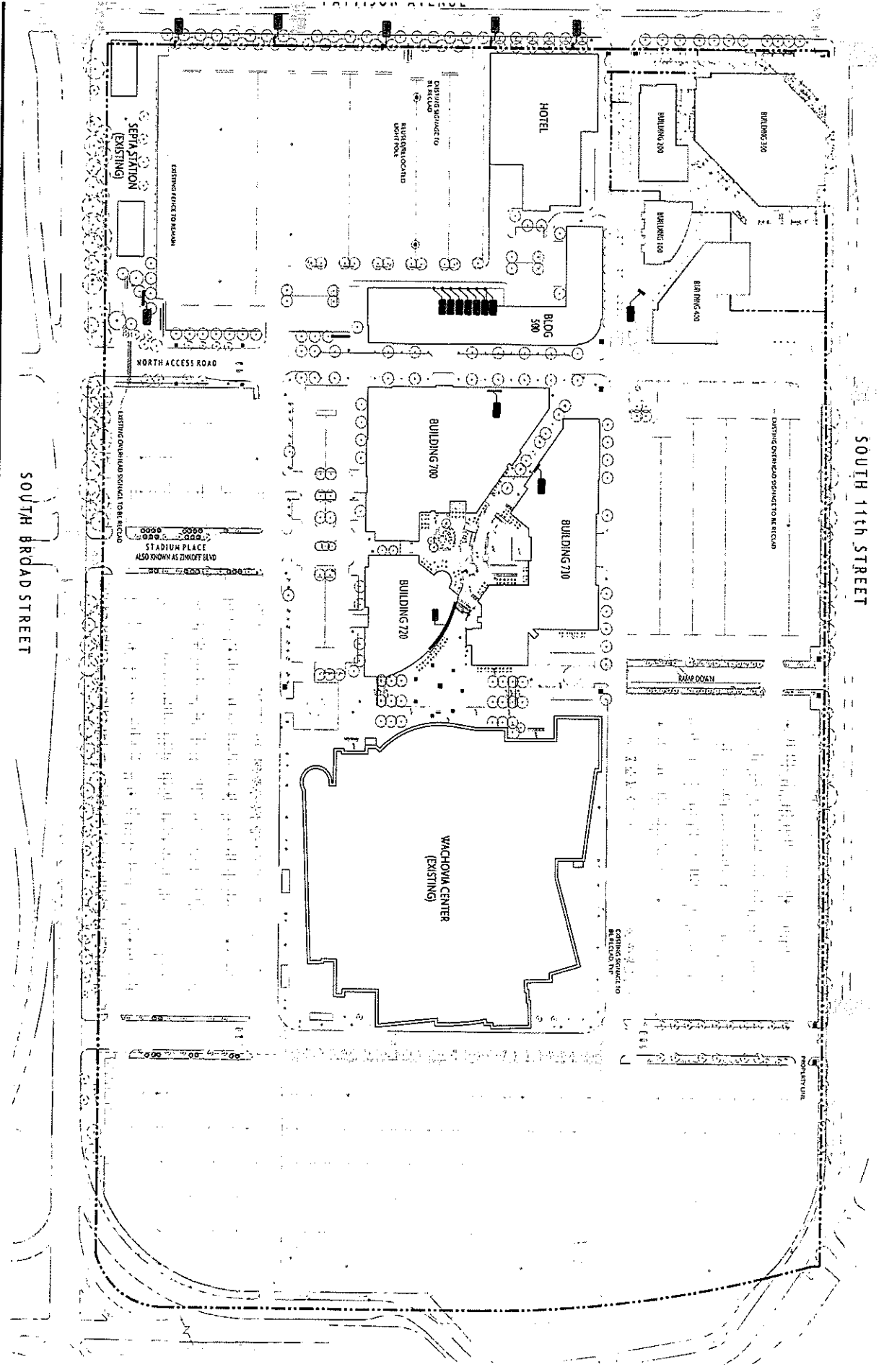
TOTAL SHEETS: [REDACTED]

PROJECT: [REDACTED]

CLIENT: [REDACTED]

LOCATION: [REDACTED]

DRAWING NO.: [REDACTED]



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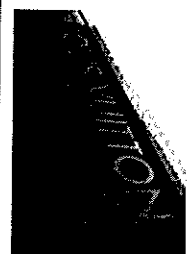



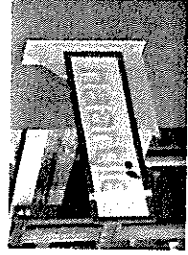

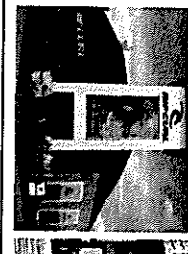

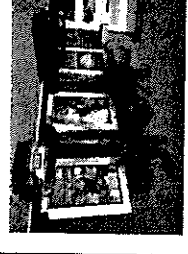
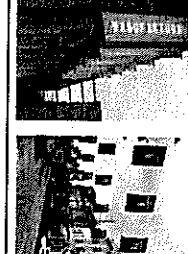
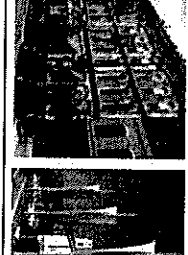

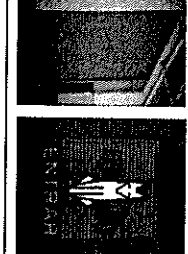

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 NOT INTENDED FOR CONSTRUCTION.

NARRATIVE SIGNAGE "TYPE D": PROGRAMMING PLAN



<p>PROJECT: NARRATIVE SIGNAGE "TYPE D": PROGRAMMING PLAN</p> <p>DATE: 08/20/09</p> <p>PROJECT NO.: 09-001</p> <p>CLIENT: WACHOVIA CENTER</p> <p>DESIGNER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>ARCHITECT: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PLANNING: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>LANDSCAPE ARCHITECT: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>INTERIOR ARCHITECT: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>EXTERIOR ARCHITECT: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MECHANICAL ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>ELECTRICAL ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>CIVIL ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>ENVIRONMENTAL ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>TRAFFIC ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>SOIL ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>WATER ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>SEWER ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>GEOTECHNICAL ENGINEER: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>ARCHITECTURAL RENDERING: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PHOTOGRAPHY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>VIDEOGRAPHY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>3D RENDERING: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>ANIMATION: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>WEBSITE DESIGN: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MOBILE APP DESIGN: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>UI/UX DESIGN: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>CONTENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>SEO STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>ANALYTICS: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>SOCIAL MEDIA STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>EMAIL MARKETING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>CONTENT MARKETING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>INFLUENCER MARKETING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PARTNER MARKETING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>REPUTATION MANAGEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>CRISIS COMMUNICATIONS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>INTERNAL COMMUNICATIONS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>EXTERNAL COMMUNICATIONS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PUBLIC RELATIONS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>ADVERTISING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>SALES STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>CUSTOMER SERVICE STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>OPERATIONAL STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>FINANCIAL STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>LEGAL STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>TAX STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>ACCOUNTING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>IT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>SECURITY STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>COMPLIANCE STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>RISK MANAGEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>QUALITY MANAGEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>CHANGE MANAGEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PROJECT MANAGEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>CONSTRUCTION MANAGEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>OPERATIONAL EXCELLENCE STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>INNOVATION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>RESEARCH AND DEVELOPMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING RESEARCH STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT RESEARCH STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER RESEARCH STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING ANALYTICS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT ANALYTICS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER ANALYTICS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING OPTIMIZATION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT OPTIMIZATION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER OPTIMIZATION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING TESTING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT TESTING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER TESTING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING LAUNCH STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT LAUNCH STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER LAUNCH STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING GROWTH STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT GROWTH STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER GROWTH STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING RETENTION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT RETENTION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER RETENTION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING ENGAGEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT ENGAGEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER ENGAGEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING MONITORING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT MONITORING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER MONITORING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING REPORTING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT REPORTING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER REPORTING STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING EVALUATION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT EVALUATION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER EVALUATION STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING IMPROVEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT IMPROVEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER IMPROVEMENT STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING SUCCESS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT SUCCESS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER SUCCESS STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING SUSTAINABILITY STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT SUSTAINABILITY STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER SUSTAINABILITY STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>MARKETING FUTURE STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>PRODUCT FUTURE STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p> <p>USER FUTURE STRATEGY: RICHMOND SCHWARTZ MARK DESIGN, INC.</p>	<p>ISSUE DATE: 08/20/09</p>
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SECONDARY SIGNAGE TENANT/PROJECT SIGNAGE

CODE	SIGN TYPE	DESCRIPTION	QTY	LIGHTING	REPRESENTABLE EXAMPLE OF SIGN
E1	TENANT PRIMARY IDENTITY	FASCIA, CANOPY, AND AWNING SIGNS WITH 4" TO 30" HIGH LETTERS DEPENDING ON SQUARE FOOTAGE AND LOCATION.	*	INTERNAL OR EXTERNAL	  
E2	TENANT BLADE	BLADE SIGNS WITH 2" TO 12" HIGH LETTERS DEPENDING ON SQUARE FOOTAGE AND LOCATION.	*	INTERNAL OR EXTERNAL	  
E3	TENANT GRAPHIC	ADDITIONAL IMAGERY ALLOWED IN SPECIFIC LOCATIONS DEPENDING ON SQUARE FOOTAGE AND LOCATION.	*	INTERNAL OR EXTERNAL	  
E4	BANNERS	4' HIGH X 1' WIDE BANNER SYSTEM ATTACHED TO ARCHITECTURE OR LIGHTPOLES	*	AMBIENT	  
E5	SERVICE DOOR GRAPHICS	PAINTED DOORS, OR APPLIED DIGITAL OUTPUT	6	AMBIENT	 

* SIGN QUANTITY WILL BE DETERMINED BY NUMBER OF TENANTS

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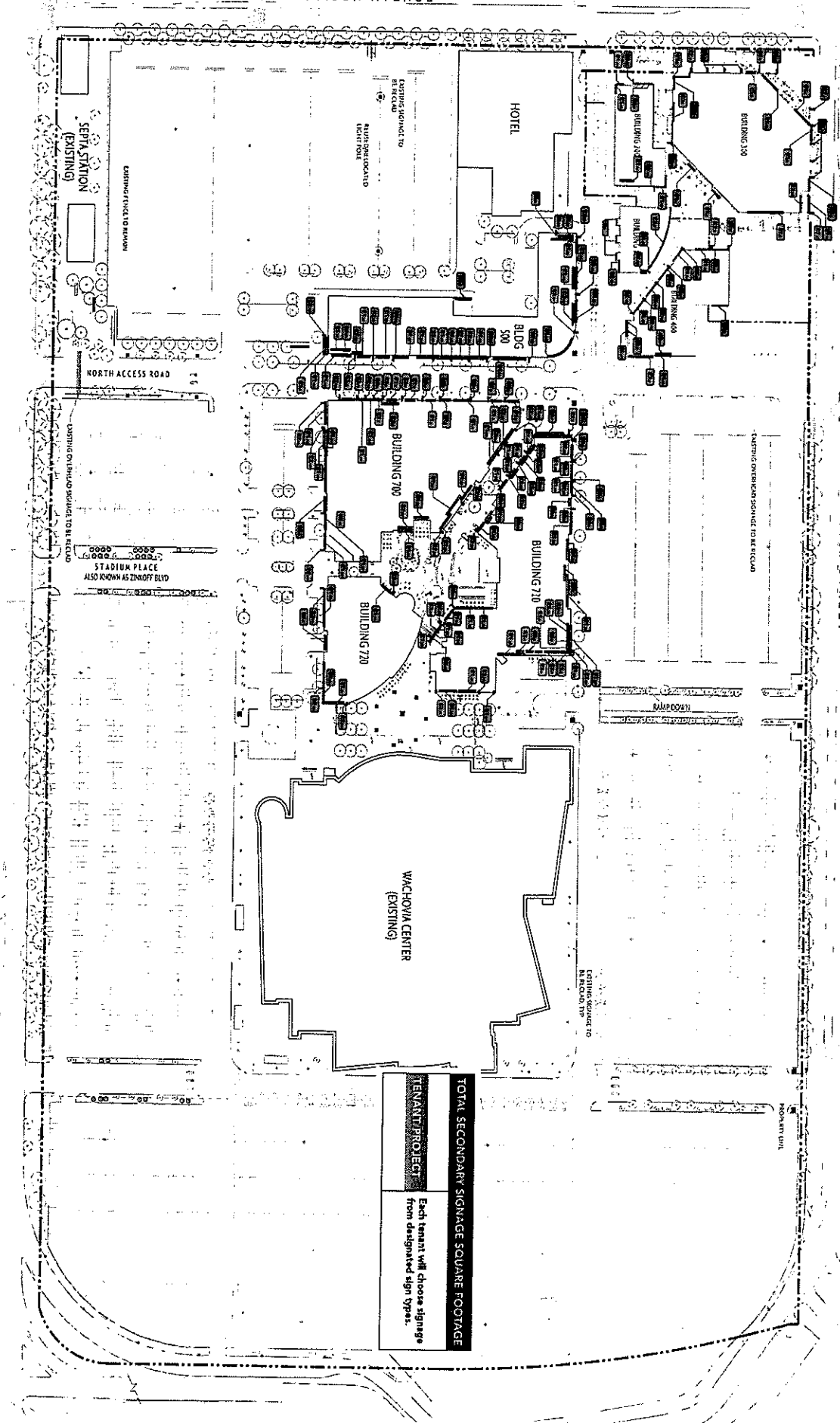
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SECONDARY SIGNAGE "TYPE E" TENANT/PROJECT: SIGN MATRIX



ISSUE DATE
MAY 4, 2009

SOUTH 11th STREET



TOTAL SECONDARY SIGNAGE SQUARE FOOTAGE

TENANT PROJECT:

Each tenant will choose signage from designated sign types.

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SECONDARY SIGNAGE "TYPE E" TENANT/PROJECT: PROGRAMMING PLAN



DESIGNED BY
Redmond Schwartz Mark Design, Inc.
10000 Rte. 101
Farmingdale, NY 11735
Tel: 631-253-1500
Fax: 631-253-1501
www.redmondswartz.com

DATE:
08/11/09

PROJECT:
WACHOWA CENTER
10000 Rte. 101
Farmingdale, NY 11735

DATE:
08/11/09

PROJECT:
WACHOWA CENTER
10000 Rte. 101
Farmingdale, NY 11735

DATE:
08/11/09

PROJECT:
WACHOWA CENTER
10000 Rte. 101
Farmingdale, NY 11735

SECONDARY SIGNAGE - WAYFINDING SIGNAGE

CODE	SIGN TYPE	DESCRIPTION	QTY	LIGHTING	REPRESENTABLE EXAMPLE OF SIGN
F1	PRIMARY VEHICULAR DIRECTIONAL	8' TALL X 5' WIDE METAL STRUCTURE WITH INTERNALLY ILLUMINATED CHANGABLE TEXT PANELS WITH 5" HIGH LETTERS	11	INTERNAL	
F2	SECONDARY VEHICULAR DIRECTIONAL	8' TALL X 1' WIDE METAL STRUCTURE WITH INTERNALLY ILLUMINATED 3" HIGH LETTERS	6	INTERNAL	
F3	TERTIARY VEHICULAR DIRECTIONAL	COLUMN MOUNTED DIRECTIONAL PANEL WITH 3" HIGH MESSAGE.	8	AMBIENT	
F4	PEDESTRIAN DIRECTIONAL Pylon	14' TALL INTERNALLY ILLUMINATED BEACON. TO BE USED IN SEQUENCE	14	INTERNAL	
F5	PRIMARY PEDESTRIAN DIRECTIONAL	9' HIGH POLE SIGN WITH 3" HIGH MESSAGES	5	AMBIENT	

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SECONDARY SIGNAGE "TYPE F" WAYFINDING SIGNAGE: SIGN MATRIX



DATE	ISSUE DATE	ISSUE
	JAN 1, 2009	
PREPARED BY: [Name] CHECKED BY: [Name] DRAWN BY: [Name] DATE: [Date]		
PROJECT NAME: [Name] PROJECT NO: [Number] SHEET NO: [Number]		
SCALE: [Scale]		

F6	SECONDARY PEDESTRIAN DIRECTIONAL	9' HIGH POLE SIGN WITH 3" HIGH MESSAGE	5	AMBIENT	
F7	TERTIARY PEDESTRIAN DIRECTIONAL	COLUMN OR WALL MOUNTED DIRECTIONAL WITH 3" HIGH MESSAGE	7	AMBIENT	
F8	PEDESTRIAN DIRECTORY	3' WIDE X 8' FOOT HIGH STRUCTURE WITH REPLACABLE DIRECTORY MAP	7	INTERNAL	
F9	FREETANDING DISTRICT IDENTITY	9' HIGH POLE SIGN WITH 8" HIGH MESSAGE	4	AMBIENT	
F10	VALET DROP-OFF	10'-14" LETTERS ATTACHED TO ARCHITECTURAL STRUCTURE.	2	EXTERNAL	
F11	PASEO IDENTITY	1" HIGH DIMENSIONAL LETTERS AND DECORATIVE METAL STRUCTURE ATTACHED TO BUILDINGS AT PASEO ENTRANCE	1	EXTERNAL	

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SECONDARY SIGNAGE "TYPE F" WAYFINDING SIGNAGE: SIGN MATRIX (Continued)



ISSUE DATE
MAY 8, 2009

DATE
MAY 8, 2009

PROJECT
ATLANTA PARK

CLIENT
ATLANTA PARK

ARCHITECT
RICHMOND SCHWARTZ MARK DESIGN INC.

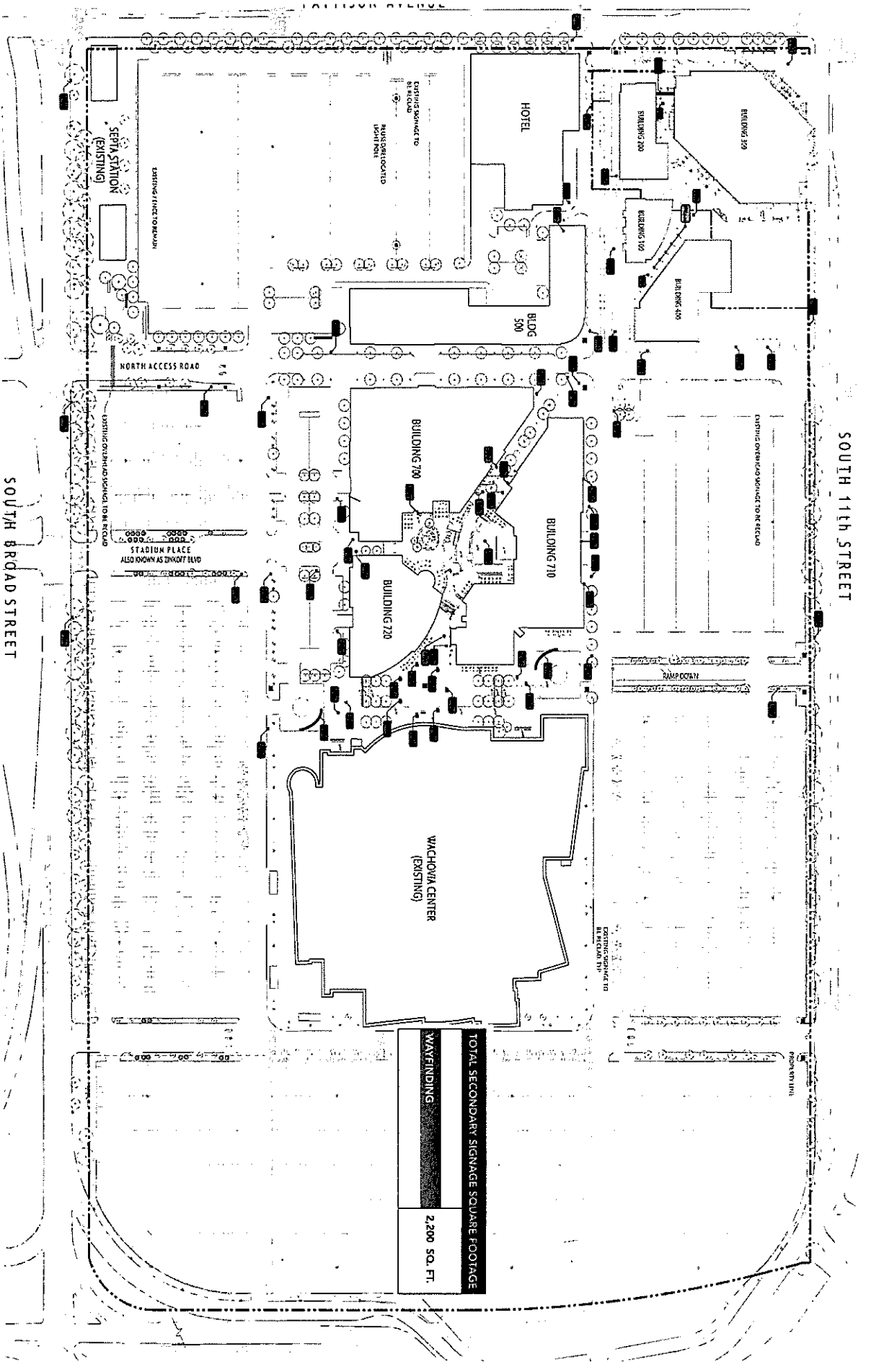
OWNER
ATLANTA PARK

PREPARED BY
RICHMOND SCHWARTZ MARK DESIGN INC.

SCALE
AS SHOWN

DATE
MAY 8, 2009

16



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SECONDARY SIGNAGE - WAYFINDING SIGNAGE: PROGRAMMING PLAN

	ISSUE DATE JULY 4, 2009	FOR REVIEW: [List of names and titles]
	DATE: [Date]	APPROVED: [Signature and Title]

Economic Opportunity Plan

May 18, 2010

I. Project Description

Philadelphia Live, LLLP, ("Owner") is a joint venture between Comcast Spectacor, owner of Wachovia Center, the 76ers and the Flyers, and The Cordish Company of Baltimore, Maryland, a fourth generation family real estate business with a special expertise in entertainment, mixed-use and sports anchored developments. Owner proposes to construct a multi-purpose retail, dining and entertainment project including a hotel within the Stadium Complex in South Philadelphia. The proposed project exercises development rights granted by ordinance and leases to Comcast Spectacor as part of its private investment to build the Wachovia Center. The Owner's proposed plan was approved by the City of Philadelphia Planning Commission on October 20, 2009.

As part of the development of the Wachovia Center, a series of lease and development agreements were entered into. These documents included an obligation for Comcast Spectacor to follow certain construction goals for minority-owned business enterprise ("MBE's"), and women-owned businesses ("WBE's") in the construction and operation of the arena facility contemplated under the agreement. The City's guidance on MBE/WBE participation has evolved since the execution of the original agreements. The Nutter Administration recently released a report titled *Inclusion Works: Economic Opportunity Strategic Plan* which provides additional perspective on the City's efforts to expand engagement of disadvantaged business and streamline the development of EOPs. The Owner has substantial experience throughout the country implementing minority contractor participation plans.

II. Plan Goals

The owners are committed to meeting the requirements of the leases and pledge their best faith efforts to provide meaningful and representative opportunities for participation by minority-owned, woman-owned, disabled-owned business enterprises, and disadvantaged business enterprises ("M/W/DSBE/DBE") and Philadelphia residents in all phases of the development project.

The following targets have been set for the Owner's project:

a.) Construction Contractors

MBE - 25-30% WBE 8-15%

b.) Construction Workforce

Local residents - 50% Minority - 32% Female - 7%

c.) Post Construction Workforce

Local Residents - 50% Minority – 30% Women – 40%

d.) Professional Services

MBE – 15-20% WBE – 10-15%

e.) Supplier Diversity

MBE – 25-30% WBE – 10-15%

III. Procedures for Recruitment and Minority Opportunities

The Owner, working in conjunction with the general contractor, will promote M/W/DSBE/DBE participation in the project. The M/W/DSBE/DBE objectives will be included in all requests for proposals, bid packages, and solicitations for the project. Pro-active outreach efforts will include:

- A review of Office of Economic Opportunity (OEO) Registry of Certified Firms by specialty for submission of bid documents for phases of the project
- Require the general contractor to identify local, qualified sub-contractors for project components
- Review of recent EOP development project reports to identify qualified contractors for comparable services
- Schedule project opportunity seminar with Philadelphia Area African American Chamber of Commerce, Greater Philadelphia Hispanic Chamber of Commerce, and the Philadelphia Asian American Chamber of Commerce
- Posting of contractor opportunities link on Cordish project website
- Coordinate Philadelphia resident building trades labor force initiative with the City's OEO Director

IV. Monitoring and Plan Execution

The owners anticipate retaining the services of an experienced local monitor ("the Monitor") to assist with EOP implementation. The Monitor will develop a monitoring and reporting protocol that will track the EOP developments from initiation of contracting through completion of construction activities. The protocol will include these features:

- Establish a working committee with owner representative, general contractor, and the monitor to review contractor opportunities prior to release of bids
- Execute Recruitment activities outlined in previous section and provide a qualified M/W/DSBE list to all bidders prior to bid release
- Evaluate all qualified bid responses for M/W/DSBE/DBE inclusion
- Coordinate with Philadelphia Building Trades Council project liaison for Philadelphia resident Initiative to pre-screen eligible trades members for contractor hiring

V. Compliance and Enforcement


The owners will participate in the development of a project oversight committee under the direction of the City. The owners anticipate that the oversight committee will conduct an ongoing review of the EOP execution and provide interim recommendations for compliance if the owners require assistance in meeting program targets.

VI. Records and Final EOP Reporting

The owners will provide data and submit reports consistent with current requirements of the City of Philadelphia. Draft reports will be submitted to the City and a final EPO project report will be available for public inspection.

This Plan, executed by an authorized representative of the owners and the City, shall be effective upon adoption of the Project Ordinance submitted for City Council's approval.

Angela Dowd Burton
Executive Director
Office of Economic Opportunity
City of Philadelphia



Gary Block, Cordish Company
Authorized Representative of
Philadelphia Live, LLLP

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Pattison Realty, Inc., a Pennsylvania corporation, the general partner of Spectrum Arena Limited Partnership being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

_____.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Pattison Realty, Inc., a Pennsylvania corporation, the general partner of Spectacor Adjoining Real Estate New Arena L.P. being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

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

Notary Public

My Commission Expires:

CONSENT OF LEASEHOLD MORTGAGE

THE UNDERSIGNED, intending to be legally bound hereby and being the Leasehold Mortgagee of the Premises, hereby consents to the foregoing Amendment, all in accordance with the requirements of the Leases, as defined in this Amendment.

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as collateral agent**

Date: _____, 2010

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS :
 :
COUNTY OF COOK :
 :
 SS

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged herself to be a _____ of The Prudential Insurance Company of America, a New Jersey corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

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

Notary Public

My Commission Expires:

CONSENT OF FEE OWNER

THE UNDERSIGNED, being the fee simple owner of the Premises, hereby consents to this Amendment and the terms and conditions thereof.

THE CITY OF PHILADELPHIA

Date: _____, 2010

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged herself to be the _____ of the City of Philadelphia, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

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

 Notary Public

My Commission Expires:

EXHIBIT "F"

Third Amendment to Lease and Development Agreement

By and Between

Philadelphia Authority for Industrial Development

And

**Spectacor Adjoining Real Estate New Arena, L.P.
(Future Development Parcel Lease)**

AMENDMENT

This Third Amendment to Lease and Development Agreement By and Between Philadelphia Authority for Industrial Development and Spectacor Adjoining Real Estate New Arena, L.P., hereinafter collectively referred to as the "Amendment" is made and is effective as of the _____ day of _____, 2010, by and between **PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania (the "PAID") and **SPECTACOR ADJOINING REAL ESTATE NEW ARENA, L.P.**, a Delaware limited partnership ("SARENA").

BACKGROUND

The purpose of this Amendment and the other amendments described below is to reallocate certain rights and obligations between the Arena Lease, the Spectrum Lease and the Future Development Lease (all as defined below) which govern the property surrounded by Pattison Avenue, 11th Street, Terminal Avenue and Broad Street and currently referred to as the Wachovia Arena Parcel. Although the Amendment, along with a Second Amendment to Lease and Development Agreement by and between PAID and Spectrum Arena Limited Partnership ("SALP") ("Second Arena Lease Amendment") (the Amendment Second Arena Lease Amendment are hereinafter collectively referred to as the "Lease Amendments"), and a Sixth Amendment to Construction and Lease Agreement by and between PAID and SALP ("Sixth Spectrum Lease Amendment") (the Amendment, the Second Arena Lease Amendment and the Sixth Spectrum Lease Amendment are hereinafter collectively referred to as the "Lease Amendments"), executed this same date, reallocate rights among the three leases, the several amendments do not materially increase or decrease the cumulative rights or obligations held by the related tenants, SALP and SARENA.

FUTURE DEVELOPMENT PARCEL LEASE

A. The City of Philadelphia (the "City") is the fee simple owner of that certain premises (the "Future Development Parcels") by and between the City and PAID dated July 11, 1991 under which the City leased the Future Development Parcels to PAID. The Lease Agreement was amended by a First Amendment to City-PAID Development Parcel Lease dated July 12, 1994 between the City and PAID and was further amended by a Second Amendment to Lease Agreement dated as of July 1, 2001 between the City and PAID.

B. PAID and SARENA entered into a Lease and Development Agreement dated July 11, 1991, as amended by a First Amendment to Lease and Development Agreement dated July 12, 1994 and as further amended by a Second Amendment to Lease and Development Agreement dated as of July 1, 2001 to provide for the use and development by SARENA of three parcels designated for future development, as more particularly described on Exhibit A attached thereto and made a part thereof, pursuant to the terms, covenants and conditions set forth therein;

C. The Lease and Development Agreement between PAID and SARENA as so amended is hereinafter referred to as the "Future Development Parcels Lease". **This Amendment is the Third Amendment to the Future Development Parcels Lease.**

SPECTRUM LEASE

D. Pursuant to a Construction and Lease Agreement (the "Construction and Lease Agreement") dated May 26, 1966 and recorded in Deed Book CAD 774 page 76, as amended May 25, 1967, and recorded June 2, 1967 in Deed Book 988 page 230 by and between the City of Philadelphia ("City") and Jerry Wolman ("Wolman"), Wolman leased from the City the premises commonly known as the Spectrum Parcel, as more particularly described on Exhibit A attached thereto and made a part thereof, and constructed an indoor sports and entertainment facility thereon (the "Spectrum").

E. By an Assignment dated May 31, 1967 and recorded in Deed Book CAD 988 page 236, Wolman assigned, transferred and set over to Tenant's predecessor in interest all of Wolman's right, title and interest in, of and to the Construction and Lease Agreement.

F. The Construction and Lease Agreement was amended by a Second Amendment to Construction and Lease Agreement dated May 31, 1967 and recorded in Deed Book CAD 988, page 241.

G. By an Assignment, Assumption and Lease Agreement dated July 11, 1991, the City leased the Spectrum Parcel with the improvements thereon to PAID and the City assigned its interest in the Construction and Lease Amendment, as amended, to PAID.

H. The Construction and Lease Agreement as Assigned to PAID as landlord and SALP as tenant was further amended pursuant to a Third Amendment to Construction and Lease Agreement by and between PAID and SALP dated July 11, 1991 and recorded in Deed Book FHS 2000 page 548.

I. The Construction and Lease Agreement was further amended pursuant to a Fourth Amendment to Construction and Lease Agreement dated as of July 12, 1994 by and between PAID and SALP.

J. The Construction and Lease Agreement was further amended pursuant to a Fifth Amendment to Construction and Lease Agreement dated as of July 1, 2001 by and between PAID and SALP.

K. The Construction and Lease Agreement as so amended is hereinafter referred to as the "Spectrum Lease".

ARENA LEASE

L. The City of Philadelphia (the “City”) is the fee simple owner of that certain premises (the “Arena Parcel”) and made a part of that certain Lease Agreement by and between the City and PAID dated July 12, 1994 under which the City leased the Arena Parcel to PAID. The Lease Agreement was amended by a First Amendment to Lease Agreement dated as of July 1, 2001 between the City and PAID.

M. Pursuant to the certain Lease and Development Agreement dated July 12, 1994 by and between PAID and SALP, PAID leased the Arena Parcel to SALP, as amended by a First Amendment to Lease and Development Agreement dated as of July 1, 2001 between the PAID and SALP. SALP has constructed and currently operates on the Arena Parcel a major multipurpose sports and entertainment facility presently known as the Wachovia Center, including parking and other incidental facilities serving the Premises and Sports Complex;

N. The Lease and Development Agreement between PAID and SALP as so amended is hereinafter referred to as the “Arena Lease”.

SCOPE OF AMENDMENT

O. When referred to collectively, the Spectrum Lease, the Arena Lease and the Future Development Parcels Lease are hereinafter referred to as the “Leases”. The tenants under the Leases, SALP and SARENA, are sister entities under common control.

P. On October 20, 2009, the City of Philadelphia Planning Commission determined that SALP’s and SARENA’s proposed plan of development as presented was consistent with the Master Plan adopted under the Leases. The parcel proposed for development includes premises that lie partially within each of the Spectrum Lease, the Arena Lease and the Future Development Parcels Lease. In order to provide a contiguous parcel that would permit financing

of development contemplated by the plan presented to the Planning Commission, this Amendment modifies the respective Leases to reallocate, among the Leases, the premises and the related rights and obligations, including the development rights previously granted by prior ordinances. These Amendments do not and are not intended to materially increase or decrease the cumulative rights or obligations held by SALP and SARENA under the Leases and previously granted by prior ordinances.

Q. PAID, by resolution adopted on _____, 2010, approved the form of this Amendment and Authorized the execution of this Amendment by PAID.

R. The City has determined that this Amendment is beneficial to the City. The City, by Ordinance of City Council (Bill No. _____), approved by the Mayor on _____, has approved the form and authorized the execution of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, PAID and SARENA hereby agree to amend the Future Development Parcel Lease in the manner set forth hereinbelow.

Section 1. Definitions. Unless otherwise defined or amended by the terms of this Amendment, all capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Future Development Parcel Lease.

Section 2. Premises. The Premises under the Future Development Parcel Lease is hereby amended as follows:

(a) under the Future Development Parcels Lease, Exhibit A to the Future Development Parcels Lease is hereby deleted and Premises shall mean the land as more particularly described on Exhibit 1 attached to this Amendment.

Section 3. Development Rights - Reallocation of Rights Among Leases.

Development rights and obligations previously granted under the Leases and the Master Plan, as defined in the Leases, shall be reallocated along with the leased premises being reallocated among the Leases, including without limiting the reallocation to the Spectrum Lease, of the rights previously granted under the Future Development Parcels Lease to develop Development Parcel #2, as defined in the Future Development Parcels Lease. The development rights for Development Parcel #1 and Development Parcel #3 shall remain with the Future Development Parcels Lease.

Section 4. Vesting of Development Rights. PAID hereby confirms that, notwithstanding the waiver of rights to Development Parcel #2, development on premises including Development Parcel #2 shall be deemed exercise of the Development Rights under the Future Development Parcels Lease and that all such rights shall fully vest and not be limited by the Reservation Period.

Section 5. Continued Binding Effect. Except as specifically amended pursuant to this Amendment and the Exhibits hereto, the Leases, all terms, conditions and provisions thereof and all exhibits attached thereto, shall remain in full force and effect and are hereby confirmed by the Authority and Tenant.

IN WITNESS WHEREOF, the Authority and Tenant have caused this Amendment to be
duly executed, as of the date first written above.

PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

By: _____

Attest: _____
[Corporate Seal]

SPECTACOR ADJOINING REAL ESTATE
NEW ARENA, L.P.

By: PATTISON DEVELOPMENT, INC.
a Pennsylvania corporation,
its General Partner

By: _____

Attest: _____
[Corporate Seal]

EXHIBIT 1

FUTURE DEVELOPMENT LEASE PARCEL #1 DESCRIPTION:

FORMERLY AND ALSO KNOWN AS PREMISES B LOT 1

ALL THAT CERTAIN LOT OR PIECE OF GROUND AND IMPROVEMENTS THEREON AS DESCRIBED ACCORDING TO A SURVEY PREPARED BY BARTON AND MARTIN ENGINEERS DATED 4/27/1994 AND LAST REVISED 7/11/1994, AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN SIDE OF PATTISON AVENUE (120' WIDE R.O.W.), AT THE DISTANCE OF 100.00 FEET EASTWARDLY FROM THE EASTERN SIDE OF BROAD STREET (300' WIDE R.O.W.); THENCE EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERN SIDE OF SAID PATTISON AVENUE, THE DISTANCE OF 220.500 FEET TO A POINT; THENCE EXTENDING SOUTH 14 DEGREES 30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 480.000 FEET TO A POINT; THENCE EXTENDING NORTH 75 DEGREES 30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 220.500 FEET TO A POINT ON THE EASTERN SIDE OF A SEPTA SURFACE EASEMENT; THENCE EXTENDING NORTH 14 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE EASTERN SIDE OF SAID SEPTA SURFACE EASEMENT, THE DISTANCE OF 480.000 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING IN TOTAL AREA 2.42975 +/- ACRES.

FUTURE DEVELOPMENT LEASE PARCEL #2 DESCRIPTION:

ALL THAT CERTAIN LOT OR PIECE OF GROUND, WITH THE IMPROVEMENTS THEREON, SITUATE IN THE 26TH WARD OF THE CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA AND COMMONWEALTH OF PENNSYLVANIA, BEING KNOWN AS THE ARENA LEASE PARCEL, AS SHOWN ON A LEASE AREA PLAN, DATED 04/27/10, LAST REVISED 05/13/10, AND BEING NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

AN INTERIOR LOT LOCATED THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE POINT OF INTERSECTION FORMED BY THE EASTERN SIDE OF BROAD STREET (300 FEET WIDE) AND THE SOUTHERN SIDE OF PATTISON AVENUE (120 FEET WIDE);

- 1) THENCE EXTENDING SOUTH 14 DEGREES 30 MINUTES 00 SECONDS WEST, ALONG THE EASTERN SIDE OF SAID BROAD STREET, THE DISTANCE OF 1,702.000 FEET TO A POINT;
- 2) THENCE EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 320.500 FEET TO THE POINT OF BEGINNING;

THENCE, EXTENDING SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 588.500 FEET TO A POINT; THENCE EXTENDING SOUTH 14 DEGREES

30 MINUTES 00 SECONDS WEST, THE DISTANCE OF 382.158 FEET TO A POINT;
THENCE EXTENDING NORTH 75 DEGREES 30 MINUTES 00 SECONDS WEST, THE
DISTANCE OF 588.500 FEET TO A POINT; THENCE EXTENDING NORTH 14 DEGREES
30 MINUTES 00 SECONDS EAST, THE DISTANCE OF 382.158 FEET TO THE FIRST
MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING WITHIN THESE METES AND BOUNDS 1,545,789.63 SQUARE FEET OF
LAND, OR 35.48643 ACRES, MORE OR LESS, BE THE CONTENTS THERE OF WHAT
THEY MAY.

(Exhibit 1 continued)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS
:

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Philadelphia Authority for Industrial Development, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Pattison Realty, Inc., a Pennsylvania corporation, the general partner of Spectrum Arena Limited Partnership being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

_____.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Pattison Realty, Inc., a Pennsylvania corporation, the general partner of Spectacor Adjoining Real Estate New Arena L.P. being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

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

Notary Public

My Commission Expires:

CONSENT OF LEASEHOLD MORTGAGE

THE UNDERSIGNED, intending to be legally bound hereby and being the Leasehold Mortgagee of the Premises, hereby consents to the foregoing Amendment, all in accordance with the requirements of the Leases, as defined in this Amendment.

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as collateral agent**

Date: _____, 2010

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS :
 :
 : SS
COUNTY OF COOK :

On this, the ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged herself to be a _____ of The Prudential Insurance Company of America, a New Jersey corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

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

Notary Public

My Commission Expires:

CONSENT OF FEE OWNER

THE UNDERSIGNED, being the fee simple owner of the Premises, hereby consents to this Amendment and the terms and conditions thereof.

THE CITY OF PHILADELPHIA

Date: _____, 2010

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF PHILADELPHIA : SS

On this, the _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ who acknowledged herself to be the _____ of the City of Philadelphia, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

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

 Notary Public

My Commission Expires:

EXHIBIT "G"

PhillyLive!

Economic Opportunity Plan

May 18, 2010

I. Project Description

Philadelphia Live, LLLP, ("Owner") is a joint venture between Comcast Spectacor, owner of Wachovia Center, the 76ers and the Flyers, and The Cordish Company of Baltimore, Maryland, a fourth generation family real estate business with a special expertise in entertainment, mixed-use and sports anchored developments. Owner proposes to construct a multi-purpose retail, dining and entertainment project including a hotel within the Stadium Complex in South Philadelphia. The proposed project exercises development rights granted by ordinance and leases to Comcast Spectacor as part of its private investment to build the Wachovia Center. The Owner's proposed plan was approved by the City of Philadelphia Planning Commission on October 20, 2009.

As part of the development of the Wachovia Center, a series of lease and development agreements were entered into. These documents included an obligation for Comcast Spectacor to follow certain construction goals for minority-owned business enterprise ("MBE's"), and women-owned businesses ("WBE's") in the construction and operation of the arena facility contemplated under the agreement. The City's guidance on MBE/WBE participation has evolved since the execution of the original agreements. The Nutter Administration recently released a report titled *Inclusion Works: Economic Opportunity Strategic Plan* which provides additional perspective on the City's efforts to expand engagement of disadvantaged business and streamline the development of EOPs. The Owner has substantial experience throughout the country implementing minority contractor participation plans.

II. Plan Goals

The owners are committed to meeting the requirements of the leases and pledge their best faith efforts to provide meaningful and representative opportunities for participation by minority-owned, woman-owned, disabled-owned business enterprises, and disadvantaged business enterprises ("M/W/DSBE/DBE") and Philadelphia residents in all phases of the development project.

The following targets have been set for the Owner's project:

a.) Construction Contractors

MBE - 25-30% WBE 8-15%

b.) Construction Workforce

Local residents - 50% Minority - 32% Female - 7%

c.) Post Construction Workforce

Local Residents - 50% Minority – 30% Women – 40%

d.) Professional Services

MBE – 15-20% WBE – 10-15%

e.) Supplier Diversity

MBE – 25-30% WBE – 10-15%

III. Procedures for Recruitment and Minority Opportunities

The Owner, working in conjunction with the general contractor, will promote M/W/DSBE/DBE participation in the project. The M/W/DSBE/DBE objectives will be included in all requests for proposals, bid packages, and solicitations for the project. Pro-active outreach efforts will include:

- A review of Office of Economic Opportunity (OEO) Registry of Certified Firms and the Pennsylvania Unified Certification Program (PAUCP) by specialty for submission of bid documents for phases of the project
- Require the general contractor to identify local, qualified sub-contractors for project components
- Review of recent EOP development project reports to identify qualified contractors for comparable services
- Schedule project opportunity seminar with Philadelphia Area African American Chamber of Commerce, Greater Philadelphia Hispanic Chamber of Commerce, and the Philadelphia Asian American Chamber of Commerce
- Posting of contractor opportunities link on Cordish project website
- Coordinate Philadelphia resident building trades labor force initiative with the City's OEO Director

IV. Monitoring and Plan Execution

The owners anticipate retaining the services of an experienced local monitor ("the Monitor") to assist with EOP implementation. The Monitor will develop a monitoring and reporting protocol that will track the EOP developments from initiation of contracting through completion of construction activities. The protocol will include these features:

- Establish a working committee with owner representative, general contractor, and the monitor to review contractor opportunities prior to release of bids
- Execute Recruitment activities outlined in previous section and provide a qualified M/W/DSBE/DBE list to all bidders prior to bid release
- Evaluate all qualified bid responses for M/W/DSBE/DBE inclusion
- Coordinate with Philadelphia Building Trades Council project liaison for Philadelphia resident initiative to pre-screen eligible trades members for contractor hiring

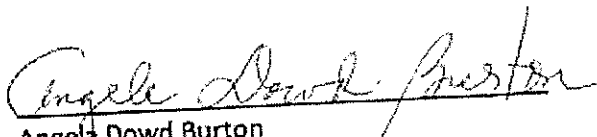
V. Compliance and Enforcement


The owners will participate in the development of a project oversight committee under the direction of the City. The owners anticipate that the oversight committee will conduct an ongoing review of the EOP execution and provide interim recommendations for compliance if the owners require assistance in meeting program targets.

VI. Records and Final EOP Reporting

The owners will provide data and submit reports consistent with current requirements of the City of Philadelphia. Draft reports will be submitted to the City and a final EOP project report will be available for public inspection.

This Plan, executed by an authorized representative of the owners and the City, shall be effective upon adoption of the Project Ordinance submitted for City Council's approval.


Angela Dowd Burton
Executive Director
Office of Economic Opportunity
City of Philadelphia


Gary Block, Cordish Company
Authorized Representative of
Philadelphia Live, LLLP