GROUND SUB-SUBLEASE

THIS GROUND SUB-SUBLEASE (the "**Lease**"), dated as of [_____] 200_ (the "**Effective Date**"), is made by and between the FAIRMOUNT PARK CONSERVANCY, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania ("**Landlord**"), and FOX CHASE CANCER CENTER, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania ("**Tenant**"), upon the following facts:

BACKGROUND

A. Pursuant to ordinances adopted by the City Council of the City and approved by the Mayor on July 27, 1905 and July 16, 1915, the City is the owner of certain real property in the City of Philadelphia, Philadelphia County, Pennsylvania, commonly known as Burholme Park and located between Cottman Avenue, Fillmore Avenue, Central Avenue and Shelmire Avenue ("Burholme Park"). Burholme Park is more specifically described in Exhibit A, which is attached to and incorporated into this Lease.

B. The City executed a lease agreement dated, [_____] 200_ (the "**PAID Lease**") with the Philadelphia Authority for Industrial Development ("**PAID**") pertaining to certain land in Burholme Park specifically identified as the "**Project Area**" on **Exhibit B-1**. PAID, in turn, entered into a sublease dated, [_____] 200_, with Landlord pertaining to the Project Area and intended premises (the "**Conservancy Sublease**"). As Tenant exercises its options to take possession of portions of the Project Area in accordance with this Lease, those portions will become part of the leased premises under this Lease ("**Premises**").

C. Tenant is an independent nonprofit medical and medical research center offering the highest-quality programs in research and patient care, including cancer prevention, treatment, early detection and education. Tenant represents that, as of the Effective Date, Tenant employs more than 2,300 people, and treats more than 6,500 new patients each year. Tenant's main campus facilities are located in the Burholme section of the City of Philadelphia immediately adjacent to the intended Premises and are specifically identified as the "**Existing Campus**" on **Exhibit B-2**.

D. Tenant represents that it must expand the Existing Campus into some or all of the Project Area in order to maintain its high standards of service and its profile as one of the nation's leading cancer research and treatment centers (the "**Campus Expansion**"). Based upon that certain Economic Impact Report dated March 9, 2006, and prepared by Fairmount Capital Advisors, Inc. for Tenant (the "**Economic Impact Report**"), Tenant anticipates that the Campus Expansion will create approximately 9,000 permanent jobs and temporary construction jobs in the City, including numerous jobs for residents of the City's Burholme and Fox Chase neighborhoods, and is anticipated to generate over $300 million in additional tax revenue for the City. Tenant further represents that, without the Campus Expansion, Tenant would have to relocate all of its operations to a campus outside the City.

E. The City, in the exercise of its municipal authority for municipal and political purposes and for the public good, has elected to accommodate Tenant's plans for the Campus Expansion through the PAID Lease, the Conservancy Sublease and this Lease, based upon

assurances from Tenant to the Landlord Parties that Tenant will operate the Premises and the Improvements only for medical and medical research purposes (such as, but not limited to, cancer research and treatment) (the "**Primary Use**") and any and all ancillary uses incidental thereto, including without limitation power plants, parking, cafeteria and food service, day care facilities, short-term and extended-stay residence/housing facilities and other amenities intended for the employees, patients and visitors of Tenant and its subtenants and licensees (collectively with the Primary Use, the "**Permitted Use**"). The City recognizes that the use of the Premises and the Improvements for the Permitted Use will provide an exceptional public benefit to the City.

F. According to the Economic Impact Report, the health care industry is a vital part of the economy of the City and, as of the Effective Date, represents approximately 26% of the City's total employment.

G. A significant portion of the payments Tenant has agreed to make to Landlord pursuant to the provisions of this Lease will be used for the maintenance of Burholme Park, and will enable the construction of important improvements to Burholme Park, including possible improvements to the Ryerss Library and Museum located in Burholme Park, and may be used to create endowments to support the future preservation and maintenance of Burholme Park and its facilities.

H. The City, through its Fairmount Park Commission (together with any successor-in-interest, the "**Commission**"), has determined that, because of the great significance to the City of both Tenant's continued presence in the City and its expansion plans, it is important to help facilitate the Campus Expansion through this Lease (i) to prevent Tenant's relocation outside of the City, thereby causing the City to lose a substantial amount of current and future jobs and tax revenue, and causing the City's reputation as a leader in cancer treatment and research, and in the healthcare industry as a whole, to suffer, and (ii) to obtain funding, through certain sums Tenant has agreed to pay pursuant to this Lease, to support important improvements to and maintenance of Burholme Park and its facilities, including without limitation the Ryerss Library and Museum.

I. In furtherance of the foregoing:

1. on July 24, 2006, the Commission adopted a resolution approving this Lease. On February 8, 2008, the Commission adopted a resolution approving revisions to this Lease. A copy of the Commission's July 24, 2006, and February 8, 2008, resolutions are attached to this Lease, respectively, as **Exhibit H-1** and **Exhibit H-2**;

2. on [_____] 200_, PAID adopted a resolution (a copy of which is attached hereto as **Exhibit G**) approving the execution and delivery of the PAID Lease and the Conservancy Sublease and all documentation relating thereto and such resolution has become effective;

3. on [_____] 2008, the City Council of the City adopted an ordinance (bill number 080084 (the "**City Ordinance**") approving the execution and delivery of the PAID Lease, the Conservancy Sublease, this Lease and all documentation relating thereto, and such

ordinance has become law; and on [ ] 2007, the City Council of the City adopted an ordinance (bill number [ ] approving creation of an Institutional Development District for Tenant's Existing Campus and the Project Area (the "**IDD Ordinance**"). The City Ordinance and the IDD Ordinance have each become law. A copy of the City Ordinance and a copy of the IDD Ordinance are each attached hereto as **Exhibit F**; and

4. on [_____] 200_, the Board of Directors of Landlord adopted a resolution (a copy of which is attached hereto as **Exhibit I**) approving the execution and delivery of the Conservancy Sublease and this Lease and all documentation relating thereto, and such resolution has been certified by the Executive Director of Landlord.

J. In the City Ordinance, the City determined that, because of the great significance to the City of both Tenant's continued presence in the City and its expansion plans, it has ceased to serve the public interest to continue to use all of the property comprising Burholme Park as public park land, because doing so would result in (i) Tenant's relocation outside of the City, thereby causing the City to lose a substantial amount of current and future jobs and tax revenue, and causing the City's reputation as a leader in cancer treatment and research, and in the healthcare industry as a whole, to suffer, and (ii) the City not receiving the additional funds Tenant has agreed to pay pursuant to this Lease a portion of which will support important improvements to and maintenance of Burholme Park and its facilities, including without limitation the Ryerss Library and Museum, but excluding the Premises.

K. As of the Effective Date, Tenant has completed or intends to complete Phase 1 of its Campus Expansion using land wholly within Tenant's Existing Campus. In addition, as of the Effective Date, Tenant anticipates that the Campus Expansion will occur in various phases.

NOW, THEREFORE, in consideration of the above background, and the representations, warranties, covenants and conditions contained in this Lease, Landlord and Tenant, intending to be legally bound, agree as follows:

DEFINITIONS

All capitalized terms used in this Lease shall have the meanings set forth in the Appendix to this Lease which is attached to and incorporated into this Lease.

ARTICLE 1.
DEMISE OF LAND

1.1. Demise. By this Lease, Landlord leases to Tenant and Tenant hires from Landlord, the Premises for the Term effective upon the First Option Date and Landlord's delivery of the first Phase, and upon and subject to all of the covenants and conditions set forth in this Lease.

1.2. Condition of Premises. On the latter of (i) the Commencement Date or (ii) following the First Option Date, Landlord shall deliver possession of the applicable Expansion Premises to Tenant (and upon the Tenant's delivery to Landlord of Tenant's subsequent

Expansion Option Election Notice(s), Landlord shall deliver possession of the applicable Expansion Premises to Tenant) subject to the matters listed below to the extent that they affect the Premises or Tenant's use of the Premises (or any Expansion Premises or Tenant's use thereof) and the Improvements as permitted by this Lease:

1.2.1. All Applicable Laws;

1.2.2. All Impositions, accrued or unaccrued, fixed or not fixed, subject to the prorations as more fully provided below in this Lease;

1.2.3. Violations of laws, ordinances, orders or requirements that might be disclosed by an examination and inspection or search of the Premises or the applicable Expansion Premises conducted by any federal, state, county or municipal department or authority having jurisdiction, as the same may exist on the later of the Commencement Date or Landlord's delivery of any Expansion Premises;

1.2.4. All surface and subsurface conditions;

1.2.5. All latent and patent defects in the Premises or any Expansion Premises;

1.2.6. City's title to the Premises or the applicable Expansion Premises, and any defects therein, as of the Effective Date; and

1.2.7. The terms and provisions of the PAID Lease and the Conservancy Sublease.

1.3. No Representation or Warranty By Landlord. Without in any way limiting Section 1.2 above, Landlord makes no representation or warranty regarding compliance by the Premises or any Expansion Premises with any Applicable Laws, including but not limited to compliance with laws regulating Hazardous Substances and that law commonly known as the Americans With Disabilities Act of 1990, P.L. Sections 101-336, codified generally at 42 U.S.C. §§ 12101 et. seq., and all rules, regulations and guidelines promulgated pursuant to that law, as any or all of such laws, rules, regulations and guidelines may be amended from time to time.

1.4. Tenant Does Not Rely on Landlord. Tenant's lease of the Premises is made without reliance on any information that Tenant may have obtained from Landlord or any other Landlord Party. Tenant acknowledges that it has performed or, as of Landlord's delivery of each Phase following Tenant's Expansion Option Election Notices, will have had the opportunity to perform, all inspections of the respective Expansion Premises as Tenant has desired and has agreed to this Lease solely on the basis of Tenant's own inspections.

1.5. Tenant Accepts Premises and any Expansion Premises "AS IS". Tenant accepts any Expansion Premises, including all Improvements thereon, if any, without any representation or warranty from Landlord, and in their "AS IS" condition and state of repair as of the delivery of possession by Landlord to Tenant with respect to any Expansion Premises, including without limitation those conditions listed in Section 1.2 above.

1.6. Leasehold Only. Nothing contained in this Lease creates, grants, or gives to Tenant any legal title, easement or other interest in the Premises other than the leasehold interest created hereby. Tenant must not cause or knowingly permit (to the extent within Tenant's reasonable control) any waste or material damage, deterioration, or injury to the Premises or the Improvements (excluding the development of the Premises as contemplated by and in accordance with this Lease).

1.7. Option to Expand Premises. To accommodate phased expansion plans by Tenant, Landlord grants to Tenant options to add additional portions of the Project Area to the Premises in accordance with the provisions of this Section 1.7.

1.7.1. Expansion Options. Tenant shall have the option to include as the Premises those portions of the Project Area approximately shown on the site plan attached hereto as **Exhibit B-3** and labeled "**Phase 2**", "**Phase 3**", "**Phase 4**" and "**Phase 5**" (subject to adjustment as provided herein), as well as any improvements then located on such portion of the Project Area, upon the terms set forth in this Lease. Landlord hereby acknowledges and agrees that Tenant requires flexibility in adjusting the area, dimension and configuration of each Phase, as **Exhibit B-3** depicts Tenant's expected development plans with respect to the Campus Expansion as estimated as of the Effective Date of this Lease. Accordingly, Tenant shall have the right to modify the area, dimension, configuration and timing for development of each Phase, subject only to the express provisions of this Lease and to Applicable Law. Tenant's right to add a Phase to the Premises shall in no way be conditioned upon or subject to (a) the addition to the Premises of any other or earlier Phase, (b) the extent to which Tenant has completed the Campus Expansion for the Premises or any other earlier Phase, or (c) the satisfaction of any other condition or requirement not expressly set forth in this Lease. The Phases added to and constituting the Premises pursuant to this Section 1.7 are collectively referred to herein as the "**Expansion Premises.**" The options to include in the Premises Phase 2, Phase 3, Phase 4 and Phase 5 shall be referred to herein individually as the "**Phase 2 Expansion Option**", "**Phase 3 Expansion Option**", "**Phase 4 Expansion Option**", and "**Phase 5 Expansion Option**", respectively, and collectively as the "**Expansion Options.**"

1.7.2. Exercise of Expansion Options. Tenant's exercise of each of the Expansion Options shall be subject to the following conditions precedent:

1.7.2.1. Tenant shall deliver written notice to Landlord of its exercise of the applicable Expansion Option (each an "**Expansion Option Election Notice**") within the applicable time period designated below (which period is subject to modification as provided in subsection (A) below). For purposes of this Lease, the first date that Tenant delivers an Expansion Option Election Notice is the "First Option Date":

Phase 2 -not earlier than June 30, 2009.

Phase 3 -not earlier than June 30, 2015.

Phase 4 -not earlier than June 30, 2020.

Phase 5 -not earlier than June 30, 2023.

A. Notwithstanding any provision of this Lease to the contrary, Tenant may exercise the Phase 2 Expansion Option, the Phase 3 Expansion Option, the Phase 4 Expansion Option and the Phase 5 Expansion Option, or any of them, prior to the respective exercise dates set forth above, only if the following conditions precedent and all other applicable provisions of this Section 1.7 are satisfied:

(1) any such exercise does not occur prior to June 30, 2009,

(2) Tenant shall have paid, upon the delivery of the Expansion Option Election Notice, whether or not the Phase 2 Expansion Option and/or the Phase 3 Expansion Option have been exercised, the amounts referenced in Sections 1.7.2.2.A, 1.7.2.2.B, and 1.7.2.2.C, including any "Fixed Interest" (defined below) payable with respect thereto as set forth below,

(3) any such exercise does not require Landlord to deliver to Tenant possession in violation of the Golf License,

(4) Tenant shall have performed all of its obligations under Article 26 of this Lease, and

(5) the exercise by Tenant does not add Expansion Premises to the Premises so that the Expansion Premises and/or the Premises so surround and isolate land that is not a part thereof from the remainder of Burholme Park so that the isolated land cannot practicably be used by park users.

B. [Intentionally omitted.]

1.7.2.2. Tenant also shall pay to Landlord a development fee as follows (the "**Development Fees**"):

A. Within five days following Orphans' Court Final Approval, Five Hundred Fifty Six Thousand Dollars ($556,000), regardless of whether Tenant exercises any Expansion Option.

B. In connection with (and as a condition to) the exercise of the Expansion Option for Phase 2 or for Phase 3, whichever occurs first, a total of Two Million Nine Hundred Sixty Thousand Dollars ($2,960,000) upon delivery of the Expansion Option Election Notice for such expansion, unless such fee was paid in connection with the earlier exercise of an Expansion Option. If Tenant has not paid this second portion of the Development Fee by January 1, 2010, then Fixed Interest will accrue on this second portion of the Development Fee starting January 1, 2010, and continuing until Tenant has fully paid the second portion of the Development Fee and all accrued Fixed Interest.

(1) For purposes of this Lease, "**Fixed Interest**" means interest accruing initially at the fixed rate of 5% for the first five years from the date when interest begins to accrue. On each subsequent fifth anniversary of when interest begins to accrue (each, an "**Interest Adjustment Date**"), Fixed Interest is increased and applied for the succeeding five years based on the cumulative percentage change in the CPI between the commencement of Fixed Interest or the prior Interest Adjustment Date, as the case may be, and the Interest Adjustment Date for which Fix Interest is adjusted.

C. In connection with (and as a condition to) the exercise of the Expansion Option for Phase 2 or for Phase 3, whichever occurs last, a total of One Million Nine Hundred Eighty-Four Thousand Dollars ($1,984,000) upon delivery of the Expansion Option Election Notice for such expansion, unless such fee was paid in connection with the earlier exercise of an Expansion Option. If Tenant has not paid this third portion of the Development Fee by January 1, 2016, then Fixed Interest will accrue on this third portion of the Development Fee starting January 1, 2016, and continuing until Tenant has fully paid the third portion of the Development Fee and all accrued Fixed Interest.

Landlord acknowledges that Tenant is not obligated to pay the amounts stated in the immediately preceding paragraphs B and C, and that the payment of such amounts (and accrued interest, if any) is merely a condition precedent to Tenant's right to exercise the applicable Expansion Option. If Tenant exercises an Expansion Option with respect to a portion of the Project Area that includes both (a) land designated herein as the land associated with said Expansion Option and (b) land designated herein as associated with a different Expansion Option (the "**Add-On Parcel**"), and if the Add-On Parcel is more than a half acre in size, then in addition to the Development Fee payable with respect to the Phase associated with said Expansion Option, Tenant shall pay a proportionate amount of the Development Fee associated with the Add-On Parcel, if any, calculated based upon the ratio of the acreage of the Add-On Parcel to the acreage of the Phase of which the Add-On Parcel is a part. Notwithstanding anything contained in this Section 1.7 to the contrary, Tenant may not exercise an Expansion Option with respect to any portion of the Project Area associated with Phase 4 or Phase 5 until all of the Development Fees have been paid to Landlord.

1.7.2.3. No Material Event of Default shall exist under this Lease and this Lease shall be in full force and effect as of the date of Tenant's exercise of such Expansion Option. If after delivering the Expansion Option Election Notice Landlord informs Tenant by notice to Tenant that a Material Event of Default exists, Tenant shall have the right during the thirty (30) day period following its receipt of such notice to cure the Material Event of Default.

1.7.2.4. Tenant shall attach to the applicable Expansion Option Election Notice an exhibit depicting the area and dimensions of the Phase being added to the Premises, an exhibit showing whether the area, dimensions and configuration of the Phase being added to the Premises is the same or less than the area, dimensions and configuration of said

Phase as shown on **Exhibit B** of this Lease, and an exhibit showing the area, dimensions and configuration of any Add-On Parcel and of the Phase of which the Add-On Parcel is a part.

A. If the area of the Phase being added to the Premises extends beyond the area of said Phase as shown on **Exhibit B**, then Tenant shall bifurcate Tenant's exercise of the applicable Expansion Option in connection therewith so that (a) the Expansion Option relating to the portion that is within the area of said Phase shown on **Exhibit B**, shall be effective and binding upon the parties upon Tenant's delivery of the applicable Expansion Option Election Notice (and satisfaction of the other conditions of this Section 1.7) and (b) the effectiveness of Tenant's exercise of the Expansion Option with respect to the Add-On Parcel shall be subject to the right of the City's Planning Commission to approve the same if and to the extent that such approval is required by the application of the ordinances governing the IDD zoning designation of the Project Area, and if no such approval is required, then the Expansion Option relating to the Add-On Parcel, shall be effective and binding upon the parties upon Tenant's delivery of the applicable Expansion Option Election Notice.

B. Tenant may exercise any Expansion Option, whether or not a preceding Expansion Option has been exercised, only if the area covered by the Expansion Option being exercised is, in a material part, contiguous with either (a) any other property outside of the Project Area that Tenant or its affiliate owns or occupies and uses for the Permitted Use and/or (b) any portion of the Project Area that is a part of the Premises.

1.7.3. In the event that Tenant effectively exercises any Expansion Option in accordance with the provisions of Section 1.7, such exercise shall be effective and binding upon the parties (without any further action required by the parties) and Landlord automatically shall be deemed to have delivered to Tenant possession of the Phase relating to said Expansion Option on the tenth (10th) business day after the date upon which Tenant effectively exercises such Expansion Option (or such later date specified in the Expansion Option Election Notice but not later than one hundred twenty (120) days after the date upon which Tenant effectively exercises such Expansion Option) and the Phase that is the subject of such Expansion Option shall automatically become part of the Premises on said tenth (10th) business day (or such later date, as the case may be), except that during the period the Golf License is in effect possession of the portion of the Phase that consists of the Golf Facility shall be deemed to have been delivered on the ninetieth (90th) day after the date upon which Tenant effectively exercises such Expansion Option. Furthermore, if the end of the 90-day period would end any time between April 1 and October 30 of any calendar year, then Landlord shall not be obligated to deliver the Golf Facility until the immediately following November 10.

1.7.4. Golf Facility. As of the Effective Date, a miniature golf course and a golf driving range are located on the portion of the Project Area depicted on **Exhibit B** attached hereto (the "**Golf Facility**") pursuant to Concession Agreement for the Operation of Burholme Park Concession Facilities (City of Philadelphia Contract No. 97-8000) (the "**Golf License**") between Burholme Golf, Inc. (the "**Operator**") and the City. As shown on said Exhibit, a portion of the Golf Facility is located within the portion of the Project Area that Tenant anticipates it will lease during Phases 3 and/or 4 of the Campus Expansion. The Golf License was renewed under a

letter agreement dated December 19, 2006. Tenant agrees that the Golf Facility may continue in operation on the Project Area during the Golf License "**Adjusted Renewal Term**" (as defined in the letter agreement), which expires on September 15, 2009. Landlord shall advise Tenant of any further continuation of the Golf License permitting operation on the Project Area beyond such date. City may extend the term of the Golf License permitting operation on the Project Area beyond said date on a year-to-year basis, or for such longer term as the City may elect, provided that any extension shall be subject to the obligation of the City to terminate the Golf License as it relates to the Project Area (following Tenant's delivery of an Expansion Option Election Notice for a Phase that affects the Golf Facility) upon one hundred twenty (120) days prior written notice or, if the 120-day period would end between April 1 and October 30 of any calendar year, on the immediately following December 10, so that Landlord may deliver the portion of the Golf Facility in the Project Area as and when required by the terms of this Lease. Notwithstanding anything in this Lease to the contrary, the City (or its designee) shall be entitled to all rents or license fees paid pursuant to the Golf License and Tenant shall not be obligated for any utilities and/or services consumed by the Operator or allocated to the Golf Facility during the term of the Golf License.

ARTICLE 2.
TERM

2.1. Term.

2.1.1. Conditions Precedent. The Commencement Date is the last date when each of the following conditions precedent (collectively, the "**Conditions Precedent**") occur, but if Tenant has not submitted its Master Plan (defined below) for Commission approval before Orphans' Court Final Approval (defined below), then the Commencement Date is the date of Orphans' Court Final Approval:

1. the Commission shall have adopted a resolution in form and substance reasonably acceptable to Landlord and Tenant approving the Master Plan for the Campus Expansion (as approved, the "**Master Plan**"), and such resolution shall have been confirmed in writing by the Commission Secretary. The Master Plan shall not be amended without the prior written approval of the Commission;

2. the Philadelphia Court of Common Pleas, Orphan's Court Division shall have issued an order in form and substance reasonably acceptable to Landlord and Tenant approving the execution and delivery of this Lease and such order shall have become legally enforceable, final and unappealable ("**Orphans' Court Final Approval**"). Tenant shall support and cooperate with Landlord's and the City's efforts to obtain said order, and by approving this Lease, the City agrees to use good faith and reasonably diligent efforts to cause the Orphan's Court Division to issue said order. The Landlord Parties shall not be liable in any way to Tenant if the City fails for any reason to obtain said order;

3. [Intentionally omitted];

4. [Intentionally omitted]; and

5. [Intentionally omitted].

2.1.2. Initial Term. The provisions of this Lease are in full force and effect from the Effective Date. The initial term of this Lease ("**Initial Term**") shall begin upon the Commencement Date and shall expire at 5:00 p.m. on the day immediately before the eightieth (80th) anniversary of the Commencement Date, unless sooner terminated or extended as provided herein. Notwithstanding anything contained in this Lease to the contrary, if the Commencement Date does not occur on or before that date which is ten (10) years after the Effective Date, either party to this Lease, at its option, may terminate this Lease upon thirty (30) days written notice to the other. Furthermore, if notwithstanding the efforts of the parties, the Philadelphia Court of Common Pleas, Orphan's Court Division issues a final, unappealable order disapproving this Lease, or approving it in a form not reasonably acceptable to either Landlord or Tenant, either party to this Lease, at its option, may terminate this Lease upon thirty (30) days written notice to the other. When the Commencement Date has been established, Landlord and Tenant shall promptly execute and acknowledge a confirmation of the Commencement Date and the Term in a form reasonably approved by Tenant and Landlord.

2.2. Renewal Options.

2.2.1. Subject to Sections 2.2.2 below, Landlord hereby grants to Tenant two (2) successive options (each, a "**Renewal Option**") to extend the Term for an additional period of forty (40) years each (each a "**Renewal Term**"), upon the same terms and conditions as set forth in this Lease for the Initial Term, exercisable by giving written notice of such exercise to Landlord as required by this Section.

2.2.2. It shall be a condition precedent to the effectiveness of Tenant's exercise and commencement of each Renewal Term under Section 2.2.1 above that Tenant satisfies fully each of the following:

1. No Material Event of Default shall exist under this Lease and this Lease shall be in full force and effect as of the date of Tenant's exercise of such Renewal Option. If after delivering a Renewal Notice (defined below) Landlord informs Tenant by notice to Tenant that a Material Event of Default exists, Tenant shall have a reasonable period of time (not in excess of thirty (30) days following its receipt of such notice to cure the Material Event of Default (unless the nature of the Material Event of Default is such that the Material Event of Default cannot be cured in 30 days and Tenant commences to cure within the 30-day period and thereafter diligently proceeds to complete the cure of the Material Event of Default, or unless otherwise provided in this Lease); and

2. Tenant shall have delivered written notice to Landlord of its exercise of such Renewal Option (a "**Renewal Notice**") no later than that date which is one (1) year prior to the then Lease Expiration Date.

2.2.3. Notwithstanding the foregoing provisions of this Section 2.2, and in order to prevent the inadvertent failure of Tenant to exercise any of the foregoing Renewal Options within the time specified above, if Tenant fails to timely exercise a Renewal Option, the

applicable Renewal Option and Tenant's rights hereunder with regard to that Renewal Option shall continue until the thirtieth (30th) day following the date on which Landlord delivers to Tenant written notice stating that the date by which Tenant may exercise the applicable Renewal Option has passed. If Tenant fails to deliver such notice before such day, such Renewal Option and any subsequent Renewal Option shall lapse and thereafter be null and void.

2.2.4. If Tenant continues to occupy the Premises for a period of one (1) year after the end of the Initial Term or the first Renewal Term, and neither Tenant shall have delivered the Renewal Notice nor Landlord shall have delivered the notice referenced in Section 2.2.3, then the Term shall automatically (and without the need for further notice) be deemed to have been extended for the first Renewal Term or the second Renewal Term, as applicable, effective as of the end of the Initial Term or the first Renewal Term, as applicable.

2.3. Term. As used in this Lease, the capitalized word "**Term**" means the Initial Term and all Renewal Terms, if any.

ARTICLE 3.
RENT

3.1. Rent. As rent for the entire Term and all renewals and extensions thereof ("**Rent**"), and provided that this Lease is not sooner terminated, Tenant must pay to Landlord:

1. "**Base Rent**" in the sum of Two Million Two Hundred Fifty Thousand Dollars ($2,250,000), due and payable as follows:

A. One Million Two Hundred Fifty Thousand Dollars ($1,250,000) on the First Option Date and Landlord's delivery of the first Phase, less any funds advanced or reimbursed by Tenant to Landlord or the City, or paid on behalf of Landlord or the City by Tenant, on or prior to the Effective Date, for Landlord's and the City's outside counsel fees and costs in connection with this Lease. If Tenant has not made this first payment of Base Rent by January 1, 2010, then Fixed Interest will accrue on this first portion of Base Rent starting January 1, 2010, and continuing until Tenant has fully paid the first portion of Base Rent and all accrued Fixed Interest.

B. Five Hundred Thousand Dollars ($500,000) by the first anniversary of the First Option Date and Landlord's delivery of the first Phase. If Tenant has not made this second payment of Base Rent by January 1, 2011, then Fixed Interest will accrue on this second portion of Base Rent starting January 1, 2011, and continuing until Tenant has fully paid the second portion of Base Rent and all accrued Fixed Interest.

C. Five Hundred Thousand Dollars ($500,000) by the second anniversary of the First Option Date and Landlord's delivery of the first Phase. If Tenant has not made this third payment of Base Rent by January 1, 2012, then Fixed Interest will accrue on this third portion of Base Rent starting January 1, 2012, and continuing until Tenant has fully paid the second portion of Base Rent and all accrued Fixed Interest.

2. Without limiting Landlord's rights and remedies under Article 14 and elsewhere in this Lease, if Tenant fails to pay the first payment of Base Rent by the First Option Date and Landlord's delivery of the first Phase, fails to pay the second portion of Base Rent by the first anniversary of the First Option Date and Landlord's delivery of the second Phase, or fails to pay the third portion of Base Rent by the second anniversary of the First Option Date and Landlord's delivery of the third Phase, then from and after the due date of such late portion (or portions) Tenant shall pay interest on such late portion(s) at the Prime Rate plus 4% (instead of continuing Fixed Interest, if any), through the date Tenant has fully paid such late portion(s).

3. In the event that this Lease is terminated for any reason after the Commencement Date, then Landlord may retain all Base Rent that Tenant previously paid to Landlord.

3.2. Additional Rent. Tenant must pay Additional Rent as provided elsewhere in this Lease by the date stated in the relevant provision, or if no date is stated, then within thirty (30) days after the date on which Tenant receives a written invoice therefor.

3.3. General Provision Regarding Payment of Rent. Tenant shall pay all Rent promptly when due, without deduction, recoupment or setoff of any amount for any reason whatsoever other than as set forth in Section 3.1.1 of this Lease. Tenant's covenant and agreement to pay Rent shall for all purposes be construed to be a separate and independent covenant.

3.4. Net Lease. This Lease is what is commonly called a "**Net Lease,**" and Landlord shall receive the Rent payable to it free and clear of any and all impositions, taxes, liens, charges, deductions or expenses of any nature whatsoever in connection with the ownership, operation, maintenance, repair, occupancy or use of the Premises and the Improvements. Landlord shall not be responsible for any costs, expenses, or charges of any kind or nature respecting the Premises or the Improvements and Landlord shall not be required to render any services of any kind to Tenant or to the Premises or the Improvements. Tenant assumes all risks of damage to or destruction of the Premises and improvements by fire or other casualty, and every other event which might deprive Tenant of the use or occupancy of the Premises or the Improvements, notwithstanding any statutes or laws to the contrary now or hereafter in effect, subject only to the terms and conditions of this Lease. Without limiting the generality of the foregoing provisions of this Section 3.4, except as otherwise expressly provided in Sections 2.1, 12, and 13, Tenant shall

not have any right to terminate this Lease or be entitled to abatement or reduction of Rent, nor shall the obligations and liabilities of Tenant hereunder be in any way affected by the following: any defect in, damage to, destruction of or any taking of any part of the Premises or of the Improvements; any restriction of or interference with the use of the Premises or the Improvements by governmental authorities; any matter affecting title to, or any eviction by governmental authorities or third parties from the Premises or the Improvements; any proceeding relating to Landlord, or action taken with respect to this Lease by any trustee or receiver of Landlord or by any court in any proceeding.

3.5. No less than One Million One Hundred Twenty Five Thousand Dollars ($1,125,000) of the Base Rent shall be used by the Landlord or its designee(s) (which designee(s) is subject to the prior approval of the Commission), for the maintenance, repair and improvement of the portions of Burholme Park outside the Project Area and all improvements constructed thereon, whether now or in the future, and/or for the creation of an endowment to be maintained by Landlord, the City or their designee and to be used solely for said purposes. Landlord shall adopt such measures and procedures itself or in cooperation with the Commission as may be reasonably required to implement this provision.

ARTICLE 4.
PAYMENT OF TAXES AND OTHER CHARGES

4.1. Payment of Impositions.

4.1.1. Landlord shall be responsible for paying and discharging or causing to be paid and discharged all Impositions affecting the Premises and Improvements from the Effective Date up to the day preceding the delivery of possession of a Phase in response to an Expansion Option Election Notice. Subject to the other terms and conditions of this Section 4.1, beginning on the delivery of possession of a Phase in response to an Expansion Option Election Notice, and continuing for the remainder of the Term of this Lease, Tenant shall pay and discharge or cause to be paid and discharged all Impositions, if any, before delinquency and before any fine, interest or penalty shall be assessed by reason of its nonpayment.

4.1.2. If, at any time during the Term of this Lease, the methods of taxation prevailing at the Commencement Date shall be so altered so that in lieu of any Imposition there shall be levied, assessed or imposed an alternate tax or charge, however designated, then such alternate tax or charge shall be deemed an Imposition for the purpose of this Section 4.1 and Tenant must pay and discharge such Imposition as and when provided by this Section 4.1.

4.1.3. If the Commencement Date is a day other than the first day of a "tax" or "fiscal" year, i.e., July 1 (a "**Tax Year**"), all such Impositions shall be prorated such that Tenant shall be responsible only for those Impositions payable in connection with the Premises and Improvements following the Commencement Date. Such proration shall be based on the ratio that the number of days in such fractional Tax Year bears to 365. Payment of Impositions with respect to the final Tax Year within the Term shall be similarly prorated.

4.1.4. Notwithstanding the provisions of Section 4.1 above, if prior to the Commencement Date or after the expiration or earlier termination of this Lease, any Imposition is not payable with respect to the Premises or the Improvements because any of the Landlord Parties are exempt under Applicable Law from paying such Imposition, then such Imposition shall not be prorated, and Tenant shall be responsible for 100% of such Imposition attributable to the applicable Tax Year.

4.2. Contesting Impositions. If Tenant shall desire to contest or otherwise review by appropriate legal or administrative proceeding any Imposition, Tenant must give Landlord written notice of its intention to contest such Imposition. After giving such notice to Landlord, Tenant shall not be deemed to have committed an Event of Default under this Lease by reason of the non-payment of such Imposition if Tenant shall have promptly obtained and furnished to the applicable taxing authority (including the City, as the case may be) a bond or other security to the extent required by Applicable Law. Tenant must pursue such contest or other proceeding with commercially reasonable diligence and solely at Tenant's expense and free of expense to Landlord or any of the Landlord Parties. Tenant must promptly pay the amount finally determined to be due, if any, together with all costs, expenses, interest, and penalties related thereto.

4.3. Utilities. Tenant must pay for all water, gas, electricity, and other public or private utilities used upon or furnished to the Premises and the Improvements during the Term of this Lease before delinquency. Tenant must make such payments directly to the utility providers. Tenant must take all steps necessary to arrange for receiving bills for utility service. Tenant is solely responsible for all utilities and utility service provided to the Premises and the Improvements during the Term, including all interest and penalties arising from any late payment of bills and invoices for utility service, regardless of the cause or reason for such late payment. Landlord and the Landlord Parties are not responsible in any manner for providing utilities or utility service to Tenant or the Premises or the Improvements.

4.4. Payment by Landlord. Unless Tenant is contesting any Impositions as provided in Section 4.2 above, Landlord may, at any time after the date any Imposition is delinquent, give written notice to Tenant specifying the delinquency. If Tenant continues to fail to pay or contest such Imposition as set forth above, then at any time after ten (10) days from Tenant's receipt of Landlord's written notice, Landlord may pay the Imposition specified in Landlord's notice. Upon demand by Landlord, Tenant must reimburse and pay Landlord any amount paid or expended by Landlord in the payment of such Imposition, with interest at the Default Rate from the date of such payment by Landlord until repaid by Tenant.

4.5. Transfer Taxes. Tenant shall pay all transfer taxes which may be due or payable in connection with the execution or delivery of the PAID Lease, the Conservancy Sublease and/or this Lease and/or the recording of any memorandum thereof or of any of them.

ARTICLE 5.
USES REQUIRED AND PROHIBITED; COMPLIANCE WITH APPLICABLE LAWS

5.1. Use Required. Subject to the provisions of this Article 5, throughout the Term following the First Option Date and Landlord's delivery of the first Phase, Tenant shall use the Premises for the purpose of constructing, reconstructing, managing, operating, maintaining, repairing and replacing the Improvements. Throughout the Term following the First Option Date and Landlord's delivery of the first Phase, Tenant shall use and occupy the Premises and the Improvements for the Permitted Use, and for no other purposes whatsoever. Throughout the Term following the First Option Date and Landlord's delivery of the first Phase, Tenant shall use and occupy the Existing Campus for the Permitted Use, and for no other purposes whatsoever, except with the written consent of the City, which shall not be unreasonably withheld or conditioned; except further that the foregoing shall not require Tenant to use each and every portion of the Existing Campus, it being the intent of the parties that Tenant may cease to use any portion of the Existing Campus provided that such portion of the Existing Campus (other than any portion thereof which is a building) is maintained as open public space, all without being in violation of this provision. For purposes of the immediately preceding sentence, Tenant acknowledges and agrees that the City shall be acting reasonably and in good faith, and shall not have unreasonably withheld or conditioned its consent, if the City acts in a manner reasonable for the exercise of its fiduciary, municipal, and political functions and interests. Tenant shall not modify or permit the modification of the use limitation of the deed restrictions currently affecting Tenant's Existing Campus in any manner that would permit all or any portion of the Existing Campus to be used for any purpose other than the Permitted Use, provided that the foregoing shall not preclude Tenant from modifying other provisions of such deed restrictions, including without limitation modifying or removing any reversionary right or other remedy relating thereto. Such deed restrictions are set forth in (a) that certain Indenture dated March 11, 1949 between Trustees of Philadelphia Yearly Meeting of Friends, as grantor, and The Institute for Cancer Research, as grantee, recorded in the Office for Recording of Deeds in and for the County of Philadelphia on April 12, 1949 in Deed Book C.J.P. No. 2314 at Page 424, and (b) that certain Indenture dated February 4, 1965 between Trustees of Philadelphia Yearly Meeting of Friends, as grantor, and The American Oncologic Hospital, as grantee, recorded in the Department of Records in and for the City of Philadelphia on February 9, 1965 in Deed Book C.A.D. No. 382 at Page 179.

5.2. Uses Prohibited Generally.

5.2.1. Tenant must not at any time use all or any portion of the Premises or of the Improvements for any purpose not explicitly authorized by this Lease. Tenant must not at any time use all or any portion of the Existing Campus for any purpose not explicitly authorized by this Lease except with the written consent of the City, which shall not be unreasonably withheld or conditioned. For purposes of the immediately preceding sentence, Tenant acknowledges and agrees that the City shall be acting reasonably and in good faith, and shall not have unreasonably withheld or conditioned its consent, if the City acts in a manner reasonable for the exercise of its fiduciary, municipal, and political functions and interests.

5.2.2. Tenant must not at any time permit all or any portion of the Premises or of the Improvements to be used in any manner as might make possible a claim of adverse usage or

adverse possession by the public or anyone else whatsoever or of implied dedication of all or any portion of the Premises or of the Improvements.

5.2.3. Tenant must not knowingly permit any act to be done or any condition to exist in, on, or about all or any portion of the Premises or of the Improvements that may constitute a public or private nuisance or that may make void or voidable any insurance then in force with respect to all or any portion of the Premises or of the Improvements, or Tenant's use and operation thereof.

5.2.4. Upon completing the construction of all or substantially all of the Improvements planned for any Phase other than the Premises initially leased pursuant hereto, the floor area of the portions of the Improvements constructed on said Phase and used for ancillary uses incidental to the Primary Use shall not, without the prior consent of Landlord exceed fifty percent (50%) of the total floor area of all Improvements constructed on said Phase.

5.2.5. Tenant shall not permit unreasonable accumulations of garbage or trash on the Existing Campus.

5.2.6. Fox Chase's expansion shall be accomplished with designs that do not separate the Existing Campus from the Premises, or either of them from Burholme Park, but rather bring the Existing Campus, Premises and Burholme Park together and permit free circulation by members of the public among and between all of them on and through exterior grounds and walkways and other areas exterior to the Improvements (subject to any restrictions required by Applicable Laws, and other reasonable restrictions on such free public circulation required for medical, privacy or safety reasons). There shall be no "fenced or gated campus", and any site planning shall allow the public and Burholme Park visitors to pass through Fox Chase (including the Existing Campus) to and from Burholme Park, after completion of construction of each development phase. Similarly, all site plans shall be prepared in a manner which encourages Fox Chase's staff to circulate through, and take advantage of Burholme Park.

5.3. Tenant Must Comply With Applicable Laws.

5.3.1. Tenant must comply with all Applicable Laws in Tenant's use, occupation, control and enjoyment of the Premises and the Improvements.

5.3.2. Tenant may, at its own cost and expense, contest or review by appropriate legal or administrative proceeding the validity or legality of any Applicable Laws. During such contest Tenant may refrain from complying with the Applicable Law that Tenant is contesting if compliance with such Applicable Law may legally be held in abeyance without subjecting Landlord or any of the other Landlord Parties to any liability, civil or criminal, of whatsoever nature for failure to comply with such Applicable Law and without incurring a lien, charge or liability against the Premises, the Improvements or Landlord's Estate or the City's or PAID's respective estates in the Premises and the Improvements. Tenant may contest the validity or legality of any Applicable Law only if Tenant prosecutes such contest with commercially reasonable due diligence.

5.4. Tenant Responsible for Safe Use of Premises and Improvements. Tenant must promptly take all commercially reasonable actions consistent with Institutional Standards to (1) safely possess, occupy, use, maintain, and repair the Premises and the Improvements, (2) construct, reconstruct, manage, operate, maintain, repair, and replace the Improvements, and (3) fulfill Tenant's obligations under this Lease.

5.5. No Abandonment or Removal. Except as expressly permitted in Section 13 below and elsewhere in this Lease, Tenant must not at any time during the Term following the First Option Date and Landlord's delivery of the first Phase (1) abandon all or part of the Premises or of the Improvements, or (2) cease to use all or any portion of the Premises or of the Improvements for a Permitted Use. If Tenant abandons or ceases to use all or any portion of the Premises or of the Improvements for a Permitted Use (except as set forth in Sections 7.2.2, 7.3 or 12.2 of this Lease and except for an occurrence which is a Material Event of Default under Section 14.1.2), Tenant shall make the Premises or Improvements (or the applicable portion thereof) available for use by the public. If such abandonment or cessation continues for a period of ten (10) years, then Landlord may terminate this Lease with respect to the Premises or Improvements (or the applicable portion thereof), by giving written notice thereof to Tenant. In the event that Landlord exercises such termination right, Tenant must raze the Improvements (or the applicable portion thereof), clear the Premises (or applicable portion thereof) of debris and rubble, restore the Premises (or applicable portion thereof) to open park space with landscaping reasonably acceptable to Landlord, and return to Landlord possession of said Premises (or applicable portion thereof). Tenant also shall provide the public with permanent access to such area if such area is not adjacent to a portion of Burholme Park which is not part of the Project Area.

ARTICLE 6.
AGREEMENT TO REPLACE TREES

6.1. Tenant must, at its sole cost and expense, promptly replace each tree removed in connection with the construction of the Improvements and the Site Development Work to be made by Tenant as contemplated under this Lease as and to the extent required by the Design Guidelines attached to and made a part of this Lease as **Exhibit C** (the "**Design Guidelines**").

ARTICLE 7.
INITIAL CONSTRUCTION; ALTERATIONS

7.1. Definitions.

7.1.1. As used in this Lease, the capitalized term "**Site Development Work**" means the preparation of the Premises or an applicable portion thereof for the construction of an Improvement, including without limitation the following: clearing and grading; undercutting, dewatering or stabilization of subgrades and soil compaction; construction of any retaining walls or berms; surveying and staking the footprint of a proposed or planned Improvement; extending temporary electricity, telephone, water and other utilities to accommodate the construction needs; preparing "all weather" staging areas and a temporary "all weather" access road from the

public road to the staging area; providing permanent electricity, telephone, water and other utilities lines and storm sewer system; providing parking areas and interior roads (including entrance and exit driveways, curbs and gutters, underground wiring for parking lot lighting system/signs, piping for landscape irrigation, sidewalks, and striping) as required or permitted by Applicable Laws; and all other related or similar items or work.

7.1.2. As used in this Lease, the capitalized words "**Alteration**" and "**Alterations**" mean the alteration to or modification of the exterior of an Improvement following its initial construction, or the alteration to or modification of any exterior portion of the Premises, including but not limited to construction, changes, additions, repairs, renovations, replacements, and reconstruction. Alterations do not include changes to the interior of any Improvement.

7.1.3. As used in this Lease, the capitalized words "**Improvement**" and "**Improvements**" mean any and all existing and future structures and physical developments in, on, under and about the Premises, excluding Tenant's furniture, fixtures and interior equipment but including, without limitation, any Site Development Work of a permanent nature.

7.1.4. As used in this Lease, the capitalized words "**Development Criteria**" means the Design Guidelines and the IDD. The Development Criteria may be amended, from time to time, with the written approval of Landlord, the City, the Commission, Tenant, and (with respect only to the IDD) the City Council.

7.1.5. As used in this Lease, the capitalized words "**Institutional Development District**" or the abbreviation "**IDD**" mean that certain duly enacted zoning designation for the Project Area established under Chapter 14-1100 of the Philadelphia Code, which shall incorporate, among other things, the Master Plan. Tenant agrees not to apply for any amendment to the approved IDD without first providing Landlord, the City and the Commission with at least twenty (20) days advance written notice which shall include a copy of the proposed amendment.

7.2. Construction of Improvements; Tenant's Failure to Commence.

7.2.1. Tenant must, at its sole cost and expense, develop the Premises and each Phase, perform the Site Development Work and construct the Improvements in accordance with the Development Criteria.

7.2.2. If Tenant has not commenced the Site Development Work in connection with a Phase added to the Premises on or before the third anniversary of the date on which Tenant delivers the Expansion Option Election Notice with respect to that Phase (subject to extension due to the occurrence of a Force Majeure Event), then Landlord shall have the right to recapture the Phase which is the subject of the Expansion Option Election Notice by nullifying the Expansion Option Election Notice delivered with respect to that Phase, and terminate Tenant's rights in that Phase, by delivering written notice thereof to Tenant, which nullification and termination shall be effective on a date no earlier than the sixtieth (60th) day following the date on which Tenant receives the notice, unless prior to the last day of said 60-day period Tenant commences Site Development Work in connection with the Phase. Following a

nullification or termination of Tenant's right in any Phase, Tenant shall have, for one time as to such recaptured Phase (as applicable), the continuing right for nine (9) years to add the recaptured Phase to the Premises pursuant to the exercise of an Expansion Option pursuant to Section 1.7 of this Lease, as applicable. In the event of any such nullification or termination of this Lease or recapture of a Phase, Tenant shall not be entitled to the return of any sums previously paid by Tenant to Landlord under this Lease; provided, however, that, if Tenant thereafter timely exercises an Expansion Option with respect to such recaptured Phase as set forth above, Tenant shall not be obligated to again pay any Base Rent or Development Fees previously paid.

7.3. Alterations; Demolition. Tenant shall have the right to make Alterations without being required to obtain the consent of or deliver notice to Landlord, provided that Tenant performs all Alterations in compliance with the Development Criteria and otherwise complies with the Development Criteria, including without limitation the requirement to obtain Design Review Committee approval, if required by the Development Criteria. Tenant shall have the right to make alterations, additions, decorations or other improvements to the interior of any Improvement (so long as the same are not visible from any area outside of the Premises) and to install, replace and/or remove any fixtures or equipment therein without the consent or approval of Landlord and without notice to Landlord. Without Landlord's consent or approval, Tenant shall have the right to demolish, in whole or in part, any Improvement constructed on the Premises without being obligated to replace the same, regardless of the condition of such Improvement, and thereafter clear the affected portion of the Premises of debris and rubble and restore the affected portion of the Premises to open park space available to the public with landscaping reasonably acceptable to Landlord. Notwithstanding anything contained in this Section 7.3 to the contrary, in the event that Tenant exercises its demolition right as set forth above in this paragraph with respect to any Improvement, and for a period of ten (10) years thereafter Tenant does not construct significant improvements on the affected portion of the Premises, Landlord may terminate this Lease with respect to such portion of the Premises by giving written notice thereof to Tenant at any time prior to the commencement of construction of such improvements. In the event that Landlord exercises such termination right, Tenant shall provide the public with permanent access to such area if such area is not adjacent to a portion of Burholme Park which is not part of the Project Area.

7.4. Title to Improvements; Delivery of Plans. All Improvements constructed or installed upon the Premises by Tenant at any time prior to the Lease Expiration Date shall be and remain the property of Tenant. Upon the Lease Expiration Date, however, title to the Improvements shall, subject to the provisions of Section 15 below, automatically vest in, and become the property of, Landlord. On or before the Lease Expiration Date, Tenant shall deliver to Landlord the plans, specifications, drawings and other documentation Tenant has in its possession or control relating to the construction and/or physical operation of the Improvements then existing on the Premises. In addition, within ninety (90) days following the date on which a certificate of occupancy is issued for any Improvement or any material and substantial Alteration or interior capital alteration (excluding Tenant's trade fixtures and equipment), Tenant shall deliver to Landlord a hard copy and an electronic version of the final construction plans, drawings and specifications for such Improvement, Alteration, or interior capital alteration,

modified by the preparing architect to incorporate any and all field notations added during construction by the Tenant's contractor, if any; provided, however, that such delivery shall be without representation, warranty or certification by Tenant or such architect as to the accuracy or completeness of such changes added during construction.

7.5. Liens.

7.5.1. If any mechanics' or other lien or claim shall be filed against Landlord's Estate, the City's estate or PAID's estate in the Premises or the Improvements other than for labor or material furnished or to be furnished by or at the request of any Landlord Party, then Tenant shall, at its sole cost and expense, cause the same to be discharged by payment, bond or otherwise within thirty (30) days after the date on which Tenant receives written notice of the filing thereof. If Tenant shall fail to cause the same to be discharged of record within such thirty (30) day period, Landlord may cause same to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any counterclaims, offsets or defenses thereto, and Tenant shall repay Landlord on demand such amounts and all costs relating thereto as Additional Rent.

7.5.2. All persons dealing with Tenant are placed on notice by this Lease that such persons shall not look to Landlord, the City or PAID or to Landlord's or the City's or PAID's respective credit or assets (including their respective estates in the Premises and the Improvements) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction by or on behalf of Tenant (or any person claiming by, through or under Tenant). Tenant has no power, right or authority to subject Landlord's Estate or the City's or PAID's respective estates in the Premises and the Improvements to any mechanic's or materialman's lien or claim of lien whatsoever.

7.6. Controlling Erosion and Debris During Construction. During the performance of Site Development Work, the Improvements, all Alterations, and all other work on the Improvements and the Premises performed by or on behalf of Tenant (or any person claiming by, through or under Tenant), Tenant must take commercially reasonable measures to minimize erosion in, on and about the Premises. Tenant must also take all commercially reasonable measures to minimize the dirt, dust, litter, construction materials, and debris that blow, issue, or flow from the Premises, or from construction vehicles that enter or leave the Premises, onto or into roads, storm water inlets, or any property outside the Premises. Tenant shall further comply with all applicable requirements of the IDD, Applicable Laws, and any condition lawfully imposed by the City in its municipal capacity (as opposed to its capacity as landlord under the PAID lease) when issuing approvals required by Applicable Laws for such construction.

7.7. Landlord Has No Obligation to Pay for Initial Construction or Alterations. Tenant acknowledges and agrees that, throughout the Term, Landlord shall have no obligation to pay for any cost or expense for the Site Development Work, the Improvements or any Alterations or for any other construction or work in, on, or about the Premises or the Improvements.

7.8. Manner of Work. Tenant shall cause the Site Development Work, the Improvements, all Alterations, and all other work on the Improvements and the Premises performed by or on behalf of Tenant (or any person claiming by, through or under Tenant) to be performed in accordance with Institutional Standards and in compliance with all Applicable Laws.

ARTICLE 8.
MAINTENANCE, REPAIRS, AND REPLACEMENTS

8.1. Definitions: Maintenance and Repair.

8.1.1. In this Lease, the words "**Maintain**" and "**Maintenance**" mean all maintenance that is, according to Institutional Standards, necessary or prudent to keep the Premises, the Improvements and the Site Development Work safe, in good condition, in compliance with Applicable Laws, and in appropriate condition for the uses contemplated by this Lease. Maintain and Maintenance include but are not limited to work that is routine, preventive, ordinary, extraordinary, foreseen, unforeseen, capital in nature, or otherwise, including but not limited to Alterations, but only to the extent required by Institutional Standards.

8.1.2. In this Lease, the words "**Repair**" and "**Repairs**" mean all repairs, replacements, restorations, and renewals that are, according to Institutional Standards, necessary or prudent to keep the Premises, the Improvements and the Site Development Work safe, in good condition, in compliance with Applicable Laws, and in appropriate condition for the uses contemplated by this Lease. Repair and Repairs include but are not limited to work that is routine, ordinary, extraordinary, foreseen, unforeseen, capital in nature or otherwise, including but not limited to Alterations, but only to the extent required by Institutional Standards.

8.2. Tenant Obligated to Maintain and Repair the Premises. At all times during the Term, Tenant must Maintain and Repair the Premises, the Improvements and the Site Development Work at its sole cost and expense and in accordance with the terms of this Lease. Tenant shall perform all Maintenance and Repairs in compliance with the Development Criteria (to the extent applicable) and otherwise shall comply with the Development Criteria, including without limitation the requirement to obtain Design Review Committee approval if required by the Design Guidelines. Tenant's obligation to Maintain and Repair the Premises, Improvements and the Site Development Work includes, without limitation, the structural and nonstructural parts of the Improvements and their plumbing, mechanical, and fire suppression systems, roofs, exterior walls, interior walls, windows, foundations, water supply systems, sewage disposal systems, and heating, ventilation, air conditioning and electrical systems, as well as all exterior portions of the Premises, including but not limited to landscaping, driveways, sidewalks, curbs, and parking areas.

8.3. Landlord Not Obligated to Maintain or Repair the Premises. At all times during the Term, Landlord is not obligated to Maintain or Repair all or any part of the Premises, of the Improvements or of the Site Development Work. In addition, at all times during the Term, Landlord is not obligated to pay for any Maintenance or Repair of or to all or any part of the

Premises, of the Improvements or of the Site Development Work. At all times during the Term, Landlord is not required to furnish any services or facilities to Tenant, or to all or any part of the Premises, of the Improvements or of the Site Development Work. Tenant expressly waives any and all rights it may have under Applicable Laws to Maintain or Repair all or any part of the Premises, of the Improvements or of the Site Development Work at the expense of Landlord.

8.4. Security. Tenant must take commercially reasonable measures in accordance with Institutional Standards to keep the Premises, the Improvements, and the Site Development Work safe and secure against break in, fire, and other hazards. No Landlord Party is obligated to provide any security for the Premises, Improvements or Site Development Work.

ARTICLE 9.
ENVIRONMENTAL MATTERS

9.1. Environmental Compliance. Beginning on the delivery of possession of a Phase in response to an Expansion Option Election Notice, Tenant must at all times promptly comply with applicable Environmental Laws affecting the Premises or the Improvements or the use thereof or the handling, storage or disposal of Hazardous Substances located thereon. Tenant shall maintain or cause to be maintained in effect any permits, licenses or other governmental approvals relating to Hazardous Substances, if any, required by applicable Environmental Laws affecting the Premises, the Improvements or the use of the Premises or Improvements. Tenant must timely make, or cause to be made, all disclosures required by any such Environmental Laws, and shall timely comply with, or cause compliance with, all valid, final and non-appealable orders issued by any governmental authority having jurisdiction over the Premises or the Improvements and the use of the Premises or Improvements and take, or cause to be taken, all action required by such governmental authorities to bring the Premises and the Improvements and all activities on the Premises or Improvements into compliance with all Environmental Laws affecting the Premises or the Improvements. Tenant must take all commercially reasonable steps and all steps consistent with Institutional Standards to prevent Contamination in, on, or about the Premises or Improvements, whether potentially resulting from conditions existing before the Commencement Date or from and after the Commencement Date.

9.2. Notices. If at any time Tenant shall become aware, or have reasonable cause to believe, that any Contamination occurred in, on, about, or beneath the Premises or the Improvements, Tenant shall promptly thereafter give written notice of that condition to Landlord. In addition, upon becoming aware of or having reasonable cause to believe that Contamination has occurred, Tenant shall promptly notify Landlord in writing of:

9.2.1. any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws;

9.2.2. any claim made or threatened by any person against any Landlord Party, Tenant or the Premises arising out of or resulting from any Contamination; and

9.2.3. any reports made to any local, state, or federal environmental agency arising out of or in connection with any Contamination.

9.3. Indemnity for Environmental Matters.

9.3.1. Without in any way limiting Tenant's indemnification obligations under Section 10.1 below, Tenant must promptly indemnify, defend (by counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and their respective officials, officers, boards and board members, employees, contractors, agents, successors and assigns, from and against any and all losses, claims, suits, actions, damages, expenses (including but not limited to attorneys' and experts' fees and litigation costs), and liabilities, arising from, related to, or in connection with, the death of or injury to any person or damage to any property whatsoever, or any fine or penalty whatsoever imposed by any governmental authority having jurisdiction under any Applicable Law, arising from or caused in whole or in part, directly or indirectly, by (1) the presence in, on or under the Premises, any of the Improvements, or any of the Site Development Work, of any Hazardous Substance which was first introduced to the Premises during the Term of this Lease, (2) any discharge or release in or from the Premises, any Improvements, or any Site Development Work, of any Hazardous Substance during the Term of this Lease following the First Option Date and Landlord's delivery of the first Phase, or (3) Tenant's failure to comply with its covenants under Section 9.1. This Section shall not apply to any Hazardous Substance present in, on or under the Premises prior to the Commencement Date of this Lease, unless the condition of such Hazardous Substance is thereafter altered or otherwise affected other than by a Landlord Party.

9.3.2. Costs Included; Survival. The indemnity obligations created under this Section 9.3 shall include, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action of or relating to the Premises, any of the Improvements, or any of the Site Development Work. Without in any way limiting the provisions of Section 27.13 below, the provisions of this Article 9 shall survive the expiration or earlier termination of this Lease.

ARTICLE 10.
INDEMNIFICATION; RELEASE

10.1. Indemnification.

10.1.1. Tenant must promptly indemnify, defend, and hold harmless the Landlord Parties and their respective officials, officers, boards and board members, employees, contractors, agents, successors and assigns from and against any and all losses, claims, suits, actions, damages, expenses (including but not limited to attorneys' and experts' fees and litigation costs), and liabilities, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property (real or personal, and regardless of ownership), which occur or arise, in whole or in part, directly or indirectly, as a result of or in connection with (1) any act or omission of Tenant, of any of its subtenants or of any other occupant of all or any part of the Premises or of the Improvements or of any of their respective agents, employees, contractors, invitees or licensees, (2) the possession, use, occupancy, operation, and maintenance of all or any portion of the Premises, of the Improvements, or of the

Site Development Work by Tenant, by any of its subtenants or by any other occupant of all or any part of the Premises or of the Improvements or by any of their respective agents, employees, contractors, invitees or licensees, (3) the exercise of any right or performance of any obligation by Tenant, by any of its subtenants or by any other occupant of all or any part of the Premises or of the Improvements or by any of their respective agents, employees, contractors, invitees or licensees, under or pursuant to this Lease or their respective subleases or occupancy agreements, and (4) the condition of all or any portion of the Premises, of the Improvements, or of the Site Development Work, except in each case of (1) through (4) where caused solely and entirely by the gross negligence or willful misconduct of a Landlord Party or an employee, contractor or agent thereof acting in its capacity as Landlord under this Lease.

10.1.2. If any action or proceeding is brought pursuant to the above indemnification provisions, then, upon written notice from an indemnified party to Tenant, Tenant shall, at its sole cost and expense, promptly resist or defend such action or proceeding by counsel approved by indemnified party in writing. Tenant shall not be obligated to obtain the indemnified party's approval in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated to so resist or defend such claim. Without limiting the generality of Section 27.13, the provisions of this Section 10.1 shall survive the Lease Expiration Date.

10.2. Release. In consideration for the rights granted to Tenant by this Lease, Tenant does, for itself and its successors, assigns, officers, employees, agents, contractors, subcontractors, and any person claiming by, through, or under Tenant or any of them, hereby remise, quitclaim, release and forever discharge the Landlord Parties and each of their respective officials, officers, boards and board members, employees, contractors, agents, successors and assigns, from any and all, and all manner of, actions and causes of action, suits, claims, liabilities, and demands whatsoever in law or in equity that Tenant or any of them may have against Landlord or any of the Landlord Parties or any of their respective officials, officers, boards and board members, employees, contractors, agents, successors and assigns, relating in any way whatsoever, directly or indirectly, to (1) the Premises, the Improvements, the Site Development Work, and all conditions now or in the future existing in, on, or about the Premises, the Improvements, or the Site Development Work, except where such conditions result exclusively and entirely from the gross negligence or willful misconduct of any of the Landlord Parties after the Commencement Date, and (2) the possession, use, occupancy, operation, and maintenance of all or any part of the Premises, of the Site Development Work or of the Improvements. Without limiting the generality of Section 27.13, the provisions of this Section 10.2 shall survive the Lease Expiration Date.

10.3. City Acting in Municipal Capacity; Sovereign Immunity. Tenant's indemnification under Section 10.1 above and Tenant's release under 10.2 above do not apply to the City performing its strictly municipal functions (for example, police and fire department service). Nothing in this Section 10.3, however, shall waive or modify the rights, immunities, defenses, and limitations available to the City under that act commonly called the "Pennsylvania Political Subdivision Tort Claims Act," Act No. 142, October 5, 1980, P.L. 693, 42 Pa.C.S.A. §§ 8501 et seq. (as may be amended). In addition, nothing in this Section 10.3 shall waive or modify

any other rights, immunities, defenses, limitations and other benefits available to the City under other Applicable Laws.

ARTICLE 11.
INSURANCE

11.1. Insurance. Throughout the Term following the First Option Date and Landlord's delivery to Tenant of possession of the first Phase, Tenant must obtain and maintain, and must cause its contractors to obtain and maintain, in full force and effect, covering the services performed and all of Tenant's rights and obligations under this Lease, the types and minimum limits of insurance customarily carried in accordance with Institutional Standards against such hazards, risks, and perils, and in such amounts, as are reasonably insured against with respect to improvements and activities similar in size, character, use, occupancy, and operation of the Premises, Improvements, and Site Development Work. Notwithstanding the preceding sentence, but except as provided in Section 11.8 below, Tenant must obtain and maintain commercial property and liability coverage covering the Premises, the Improvements, and the Site Development Work. For insurance coverage required under this Lease for general liability, Landlord, PAID, the City and the Commission must be named as additional insureds.

11.2. Insurer Must Be Authorized to do Business In Pennsylvania. Unless waived in writing by Landlord, Tenant must obtain each of its insurance policies, and cause its contractors to obtain each of their insurance policies, from one or more insurance companies duly authorized to conduct business in the Commonwealth of Pennsylvania with an A. M. Best Company, Inc. general policyholders rating of at least "A".

11.3. Waiver of Subrogation. Without in any way limiting the effect of any other provision of this Lease, Tenant hereby releases Landlord and each of the other Landlord Parties and their respective officials, officers, boards and board members, employees, contractors, agents, successors and assigns, from any and all liability or responsibility to Tenant or anyone claiming through or under Tenant by way of subrogation or otherwise for any loss or damage covered by any insurance then in force, or required under this Lease to be covered by insurance, even if such loss or damage shall have been caused by the fault or negligence of Landlord or any of the other Landlord Parties, or anyone for whom any such party may be responsible, to the full extent of such coverage or required coverage (such release including, without limitation, any liability for any deductible amount under any policy providing such coverage). Tenant shall cause each policy of insurance required under this Lease, except Worker's Compensation policies, to include a provision for a waiver of subrogation in favor of Landlord, City, the Commission, and PAID, and their respective officials, officers, employees, contractors, agents, successors and assigns; but only if the inclusion of such a provision is commercially and readily available. Landlord acknowledges that, as of the Effective Date, the inclusion of such a provision in a general liability policy may not be commercially and readily available

11.4. Landlord has no Obligation to Insure. Landlord and the Landlord Parties have no obligation to insure, and no liability for any damage, to any Improvements, the Site Development

Work, facilities or other personal property located on the Premises, or to any part of the Premises.

11.5. Copies to Landlord. Upon not less than ten (10) business days prior written notice to Tenant, Tenant must deliver to Landlord a certificate of insurance setting forth the policies of insurance Tenant carries in connection with the Premises, the Improvements, and the Site Development Work. Upon not less than twenty-one (21) days prior written notice (or ninety (90) days if Tenant is in the process of changing, or has within the last six (6) months changed, its insurance carrier), and no more frequently than once per calendar year (or monthly during the continuance of an Event of Default) Tenant must deliver to Landlord copies of the general liability, casualty and umbrella policies of insurance Landlord maintains with respect to the Premises, the Improvements, and the Site Development Work.

11.6. Adjustment of Loss. Any loss under any policy of insurance required to be furnished under this Lease shall be adjusted solely by Tenant.

11.7. Insurance Amounts no Limit of Tenant's Obligations. The insurance requirements set forth in this Article 11 do not modify, limit or reduce the indemnification obligations of Tenant under this Lease and do not limit Tenant's liability under this Lease to the proceeds of or premiums due upon the policies of insurance required to be maintained by Tenant under this Lease or to the limits of the policies of insurance required under Section 11above.

11.8. Self Insurance. Tenant shall have the right to (and Tenant currently does) self-insure certain of the coverages required under Section 11.1 above. In the event that Tenant desires to or does self-insure any of the coverages required under Section 11.1 above, then upon request by Landlord (but not more than once in any calendar year), Tenant shall submit to the City commercially reasonable evidence of Tenant's qualifications to act as a self insurer. Tenant acknowledges and agrees that the Landlord Parties and their respective officials, officers, boards and board members, employees, contractors, agents, successors and assigns shall be entitled to receive no less than the coverage, rights and benefits under Tenant's self-insurance program (including but not limited to coverage as additional insureds and the rights and benefits under Section 11.3 above) that they would have received had Tenant satisfied the insurance requirements under Section 11.1 above by obtaining and maintaining policies of insurance from one or more reputable insurance carriers authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the Landlord Parties.

11.9. Dispute Resolution. Any dispute concerning whether Tenant has complied with the requirements of Article 11 of this Lease shall be finally settled by binding arbitration conducted expeditiously in accordance with the American Arbitration Association Commercial Arbitration Rules then in effect (to the extent not inconsistent with the provisions of this Lease, which shall govern in all respects) by a single independent and impartial arbitrator having technical expertise with respect to the subject matter of the arbitration, which arbitrator shall be selected by the agreement of Landlord and Tenant. If Landlord and Tenant fail to agree upon the arbitrator within forty-five (45) days following the date on which the demand for arbitration is first made, such arbitrator (meeting the qualifications herein stated) shall be selected by the then

president of the Philadelphia Chapter of the American Arbitration Association or, if none exists, the Chief Judge of the District Court for Philadelphia. Judgment upon the award of arbitrators may be entered by any court having jurisdiction thereof.

ARTICLE 12.
DAMAGE OR DESTRUCTION

12.1. Damage. If, during the Term following the First Option Date and Landlord's delivery to Tenant of possession of the first Phase there occurs any damage to or destruction of all or any part of the Premises or the Improvements resulting from any cause whatsoever (a "**Casualty**"), Tenant must, at its sole cost and expense, promptly take such action as is reasonably necessary to assure that neither the Premises nor the Improvements constitutes a nuisance or otherwise presents a health or safety hazard.

12.2. Cancellation. If the Improvements existing on a Phase shall be damaged to the extent that, in the reasonable judgment of Tenant, it would be unfeasible to restore the damaged Improvements, then Tenant may elect in its sole discretion to terminate this Lease with respect to said Phase or portion thereof by giving written notice to Landlord on or before one hundred twenty (120) days after such damage or destruction, provided that within three hundred sixty (360) days after such notice, Tenant must raze the damaged Improvements existing on said Phase, clear said Phase of debris and rubble, restore the Phase (or applicable portion thereof) to open park space with landscaping reasonably acceptable to Landlord, and return to Landlord possession of said Phase (or applicable portion thereof). If Tenant elects to terminate this Lease with respect to said Phase or portion thereof and such area is not adjacent to a portion of Burholme Park which is not part of the Project Area, Tenant shall provide the public with permanent access to such area. If this Lease is not so terminated, then Tenant shall either (a) repair and restore the Improvements, (b) raze the Improvements and construct replacement(s) thereof or (c) raze the Improvements and, if Tenant elects to not construct replacement(s) thereof, promptly restore such area to open park space, available for public use, with landscaping reasonably acceptable to Landlord. If Tenant exercises its rights as set forth in clause (c), Tenant shall reasonably cooperate with the Commission (at no cost to Tenant) in connection with the Commission's efforts to inform the community that the restored area is open space available for public use. Notwithstanding anything contained herein to the contrary, if Tenant exercises its rights as set forth in clause (c) above, and for a period of fifteen (15) years after such damage or destruction Tenant does not construct significant improvements thereon, Landlord may terminate this Lease with respect to such Phase (or applicable portion thereof), by giving written notice thereof to Tenant at any time prior to the commencement of construction of such improvements. In the event that Landlord exercises such termination right, Tenant shall provide the public with permanent access to such area if such area is not adjacent to a portion of Burholme Park which is not part of the Project Area. Tenant shall commence and thereafter substantially complete all such repairs, restoration, rebuilding and other work with diligence and in accordance with Institutional Standards. Landlord and the Landlord Parties shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease (except as expressly set forth above), by virtue of any delays in completion of repairs and restoration.

12.3. Insurance Proceeds. All Insurance Proceeds payable as a result of any Casualty shall be payable to Tenant. Tenant's obligations under this Article 12 shall not be contingent upon the availability of any Insurance Proceeds.

ARTICLE 13.
EMINENT DOMAIN

13.1. Definitions. For the purpose of this Lease:

13.1.1. The phrase "**Partial Taking**" shall mean (a) a permanent Taking that is not a Total Taking, or (b) the Taking of any appurtenances of the Premises or any vaults or areas outside the boundaries of the Premises or rights in, under or above the streets adjoining the Premises or the rights and benefits of light, air or access from or to such streets; and, in the event of either (a) or (b), the remaining portion of the Premises can, in Tenant's good faith judgment, be adapted and economically operated for the purposes and in the manner as permitted in this Lease.

13.1.2. The word "**Taking**" (and capitalized variations thereof) shall mean any condemnation or exercise of the power of eminent domain by any authority vested with such power or any other taking for public use, including a purchase under threat of condemnation, by an authority vested with the power of eminent domain, or any voluntary conveyance made in lieu thereof under the threat of such a proceeding; and

13.1.3. The phrase "**Total Taking**" shall mean a Taking involving so much of the Premises and/or the Improvements as, when taken, leaves the untaken portion unsuitable, in Tenant's reasonable opinion, for the continued feasible and economic operation of the Premises by Tenant for the same purposes as immediately prior to such Taking or as contemplated herein.

13.2. Total Taking.

13.2.1. If a Total Taking occurs, this Lease shall terminate in its entirety on the earlier of the date upon which title to the Premises, the Improvements or any portion thereof so Taken is vested in the condemning authority or the date upon which possession of the Premises, the Improvements or any portion thereof is Taken by the condemning authority. All Rent and other sums then payable by Tenant shall be apportioned and paid through and including the date of such termination.

13.2.2. In the event of a Total Taking, each of the Landlord Parties shall be entitled to claim compensation from the condemning authority for the value of its interest in the Premises and the Improvements and any other items to which such Landlord Party is entitled under Applicable Law. In the event of a Total Taking, Tenant shall be entitled to separately claim compensation from the condemning authority for the value of its leasehold interest in the Premises (including without limitation the value of any unexercised Renewal Term to the extent that said claim is not precluded by Applicable Law), the unamortized portion of the cost of the Improvements paid for by Tenant based upon their remaining useful life allocable to the period

prior to the expiration of the Term, relocation expenses and any other items to which Tenant is entitled under Applicable Law.

13.3. Partial Taking.

13.3.1. Following a Partial Taking, Tenant must proceed, with reasonable diligence, to perform all necessary and desirable repairs and to restore the Premises and Improvements not Taken to an economically viable unit in accordance with all Applicable Laws and the requirements of Article 7 above, and as nearly as possible to the condition the Premises was in immediately prior to the Partial Taking.

13.3.2. In the event of a Partial Taking, each of the Landlord Parties shall be entitled to claim compensation from the condemning authority for the value of its interest in the Premises and the Improvements Taken and any other items to which such Landlord Party is entitled under Applicable Law. In the event of a Partial Taking, Tenant shall be entitled to separately claim compensation from the condemning authority for the value of its leasehold interest in the Premises Taken (including without limitation the value of any unexercised Renewal Term with respect thereto to the extent that said claim is not precluded by Applicable Law), the unamortized portion of the cost of the Improvements Taken paid for by Tenant based upon their remaining useful life allocable to the period prior to the expiration of the Term, relocation expenses and any other items to which Tenant is entitled under Applicable Law.

13.4. Temporary Taking. If the temporary use of the whole or any part of the Premises or of the Improvements shall be Taken as provided in Section 13.2 or 13.3 above, this Lease shall remain in full force and effect. All awards, damages, compensation and proceeds payable by the condemnor by reason of such Taking for periods prior to the expiration of the Lease shall be payable to Tenant. All such awards, damages, compensation and proceeds for periods after the expiration of the Lease shall be payable to Landlord.

13.5. Proceedings. In any condemnation proceeding affecting the Premises or the Improvements that may affect Landlord's Estate, the City's or PAID's respective estates in the Premises and/or the Improvements, and Tenant's Estate in the Premises and/or the Improvements, all such parties shall have the right to appear in and defend against such action as they deem proper in accordance with their own interests. To the extent possible, the parties must cooperate to maximize the condemnation proceeds payable by reason of the condemnation. Issues among such parties required to be resolved pursuant to this Article shall be joined in any such condemnation proceeding to the extent permissible under then applicable procedural rules of such court of law or equity for the purpose of avoiding multiplicity of actions and minimizing the expenses of the parties.

ARTICLE 14.
DEFAULT

14.1. Events of Default. The occurrence of any of the following shall constitute a breach of the Lease and default by Tenant under the Lease (each of those listed in Sections

14.1.1 through 14.1.5 being referred to herein as an "**Event of Default**" and, each of those listed only in Sections 14.1.1 and 14.1.2 being referred to herein as a "**Material Event of Default**"):

14.1.1. Tenant shall have failed to pay the first portion of Base Rent on the First Option Date and Landlord's delivery of the first Phase (or applicable anniversary of the First Option Date and Landlord's delivery of the first Phase regarding the second and third portions of Base Rent, as the case may be) and such failure continues for a period of fifteen (15) business days after the date on which Landlord delivers to Tenant a written notice, and continues thereafter for an additional ten (10) business days after the date on which Landlord delivers to Tenant a second written notice, where each of said first and second notices specifically states (a) the amount which Landlord alleges is due from Tenant, (b) the Section of the Lease giving rise to the monetary obligation that Landlord alleges Tenant has failed to perform, and (c) the following: "The failure to pay such sum will result in the occurrence of an Event of Default (and a Material Event of Default) under the Lease." This Section 14.1.1 applies whether Tenant is required to pay Base Rent starting the First Option Date and Landlord's delivery of the first Phase under Section 3.1.1 or to pay Base Rent under Section 26.2, or by any other provision of this Lease. Tenant will not commit an Event of Default, however, if Tenant defers payment of Base Rent until the First Option Date and Landlord's delivery of the first Phase, except as provided in Section 26.2;

14.1.2. A material portion of any Phase or of the Premises is used for a purpose other than a Permitted Use, and such misuse continues for a period of one hundred twenty (120) days after the date on which Landlord delivers to Tenant a written notice, and continues thereafter for an additional ten (10) business days after the date on which Landlord delivers to Tenant a second written notice, where each of said first and second notices specifically states (a) the specific uses of the Premises that Landlord alleges violate the Permitted Use, and (b) the following: "The failure to correct such violation of the Permitted Use clause of the Lease will result in the occurrence of an Event of Default (and a Material Event of Default) under the Lease;" except that if such misuse is due to the use by a subtenant of Tenant in violation of that subtenant's sublease agreement, then such 120-day period shall be extended by such time as is reasonably necessary to allow Tenant to terminate said sublease, provided that Tenant promptly commences legal proceedings necessary to terminate said sublease and recapture possession of the subleased premises and thereafter diligently prosecutes the same to completion; and except further that it shall not be a Material Event of Default if Tenant ceases to use the Premises for a Permitted Use in a manner governed by Sections 5.5, 7.2.2, 7.3 or 12.2 of this Lease or where otherwise expressly permitted by this Lease;

14.1.3. Tenant shall have failed to maintain the policies of insurance or waivers of subrogation required by Article 11 of the Lease and such failure continues for a period of thirty (30) days after the date on which Landlord delivers to Tenant a written notice, and continues thereafter for an additional ten (10) business days after the date on which Landlord delivers to Tenant a second written notice, where each of said first and second notices specifically states (a) the policy of insurance or waiver of subrogation required by the Lease that Tenant has failed to maintain, (b) the Section of the Lease that Landlord alleges requires Tenant to maintain such policy or waiver, and (c) the following: "The failure to deliver to Landlord evidence of the

existence of such insurance policy or waiver will result in the occurrence of an Event of Default under the Lease;"

14.1.4. Tenant shall have failed to pay any Imposition or Additional Rent and such failure continues for a period of fifteen (15) business days after the date on which Landlord delivers to Tenant a written notice, and continues thereafter for an additional ten (10) business days after the date on which Landlord delivers to Tenant a second written notice, where each of said first and second notices specifically states (a) the Imposition or Additional Rent which Landlord alleges Tenant has failed to pay, and (b) the following: "The failure to pay such Imposition or Additional Rent will result in the occurrence of an Event of Default under the Lease;"

14.1.5. Tenant shall have failed to fully perform, observe, or satisfy any term, covenant, or condition of this Lease to be performed, observed, or satisfied by Tenant, except those set forth in Sections 14.1.1 through 14.1.4 and such failure continues for a period of forty-five (45) days after the date on which Landlord delivers to Tenant a written notice where said notice specifically states (a) the term, covenant, or condition of this Lease which Landlord alleges Tenant has failed to perform, (b) the Section of the Lease that Landlord alleges requires Tenant to perform such term, covenant, or condition and (c) the following: "The failure to perform such term, covenant, or condition within the time period set forth in Section 14.1.5 of the Lease will result in the occurrence of an Event of Default under the Lease;" provided, however, that if such failure is of such a nature as to be subject to cure but not within said 45-day period, then Tenant shall have such additional reasonable period of time to effect such cure so long as Tenant has promptly commenced efforts to cure said failure and thereafter uses best efforts to diligently prosecute the same to completion.

14.2. Landlord's Remedies.

14.2.1. Upon a Material Event of Default, Landlord shall have the following remedies (together with all other rights and remedies provided by law or equity not expressly set forth herein, except as expressly limited in this Section 14.2.1):

1. Suspend Lease. Landlord may, at its election, suspend this Lease or suspend Tenant's right to possess, use, and occupy some or all of the Premises by giving written notice to Tenant; provided that such suspension shall end at such time as Tenant cures the Material Event of Default; and provided further that, if the Material Event of Default is the use of only a portion of the Premises for a purpose other than a Permitted Use, then said suspension shall apply only to the portion of the Premises used for the purpose other than a Permitted Use.

2. Termination. Landlord may, at its election, terminate this Lease by giving Tenant written notice of termination; provided that, if the Material Event of Default is the use of only a portion of the Premises for a purpose other than a Permitted Use, then said termination shall apply only to the portion of the Premises used for the purpose other than a Permitted Use. On the giving of the notice, all of Tenant's rights in the Premises (or the applicable portion thereof) shall terminate. Upon receiving Landlord's notice of termination,

Tenant must promptly vacate and surrender the Premises (or the applicable portion thereof) in the same condition as the Premises is required to be maintained under this Lease, and Landlord may reenter and take possession of the Premises and eject all parties in possession (other than those occupying portions of the Premises pursuant to sublease recognition or non-disturbance agreements) or eject some and not others or eject none. In the event of such a termination, Tenant shall provide the public with reasonable access to such area if such area is not adjacent to a portion of Burholme Park which is not part of the Project Area. Landlord's termination of this Lease shall not relieve Tenant from the payment of any sums then due to Landlord under this Lease plus interest on such sums at the Default Rate as provided in this Lease, or from any claim for damages previously accrued or then accruing against Tenant up to the date of termination. Notwithstanding the foregoing provisions of this Section 14.2.1.2., if Tenant disputes such termination by legal proceedings, then the effectiveness of any such termination of this Lease shall be stayed during the duration of such proceedings until a final, unappealable order is issued upholding the termination.

3. Damages. If Landlord terminates this Lease pursuant to any provision of this Section 14.2.1, then Landlord may seek and recover from Tenant all damages (but not consequential damages) suffered by Landlord, the City and/or PAID and all reasonable costs and expenses (including but not limited to attorneys' fees and litigation costs) incurred by Landlord, the City and/or PAID as a result of Tenant's failure to perform the obligation under this Lease that formed the basis of the Material Event of Default giving rise to the termination by Landlord, plus interest thereon from the date incurred until the date paid at the Default Rate.

4. Equitable Relief. Landlord may seek an order for declaratory judgment, specific performance or other equitable relief.

14.2.2. Upon an Event of Default other than a Material Event of Default, Landlord shall have only the following remedies (to the exclusion of all other rights and remedies provided by law or equity not expressly set forth herein):

1. Damages. Landlord may seek and recover from Tenant all damages (excluding consequential damages) suffered by Landlord, the City and/or PAID and all reasonable costs and expenses (including but not limited to attorneys' fees and litigation costs) incurred by Landlord, the City and/or PAID as a result of Tenant's failure to perform the obligation under this Lease that formed the basis of the Event of Default, plus interest thereon at the Default Rate from the date incurred until the date paid.

2. Equitable Relief. Landlord may seek an order for declaratory judgment, specific performance or other equitable relief.

14.3. Cumulative Remedies. Landlord's remedies expressly stated in this Lease are not exclusive of each other. Landlord may at its election exercise its remedies under this Lease individually, cumulatively, successively, or in any combination.

ARTICLE 15.
SURRENDER OF THE PREMISES UPON EXPIRATION; DISSOLUTION OF TENANT

15.1. Surrender upon Expiration or Termination; Vesting of Title to Improvements; Razing Improvements. On the Lease Expiration Date, Tenant must promptly quit and surrender possession of the Premises and the Improvements to Landlord without delay in the condition required to be maintained in this Lease, normal wear and tear and damage by casualty (covered by another Article of this Lease) excepted. Such surrender of the Premises and the Improvements shall be accomplished without the necessity for any payment by Landlord. Upon such event, title to the Improvements shall automatically vest in Landlord without the execution of any further instrument. Tenant covenants and agrees, upon the Lease Expiration Date, to execute such appropriate documentation as may be reasonably requested by Landlord to confirm the transfer of title to the Improvements to Landlord, and Tenant's obligation to do so shall survive the expiration of this Lease. Tenant shall have no obligation to raze the then existing Improvements or restore Burholme Park to open park space except as otherwise expressly set forth in this Lease. No such surrender of the Premises and Improvements by Tenant shall cause or be deemed to cause a merger of Landlord's Estate and Tenant's Estate, unless Landlord expressly so agrees in writing. Tenant shall, and shall have the right to (without notice to or consent of Landlord), remove all personal property from the Premises and the Improvements at all times during the Term and upon the expiration or earlier termination of the Term. Any personal property which shall remain in the Premises and Improvements after the expiration or earlier termination of the Term shall be deemed to have been abandoned and either may be retained by Landlord as Landlord's property or may be disposed of in such manner as Landlord may see fit. Any costs of removing and disposing of the personal property incurred by Landlord, together with interest at the Default Rate from the date such costs and expenses are incurred, shall be paid by Tenant to Landlord as Additional Rent within ten (10) days after delivery of a statement from Landlord for the amount due, and said obligation shall survive the expiration or termination of this Lease. If such personal property is sold by Landlord, Landlord may receive and retain the proceeds of such sale as Landlord's property.

ARTICLE 16.
SUBLEASES AND TRANSFERS

16.1. Prohibited Transfers. Except for a Permitted Transfer (defined below), Tenant must not assign this Lease or sublet, license or otherwise permit the use or occupancy of all or any part of the Premises or of the Improvements (any of the same being herein a "**Prohibited Transfer**") without first obtaining the express written consent and approval of Landlord, which consent and approval Landlord shall not unreasonably withhold, condition or delay. Any consent or approval by Landlord may be conditioned upon such reasonable terms, conditions and requirements as Landlord may deem necessary or prudent.

16.2. Prohibited Transaction a Default. Any Prohibited Transfer made or given by Tenant in violation of Section 16.1 of this Lease shall be voidable by Landlord by written notice. A consent by Landlord to one Prohibited Transfer shall not be deemed to be a consent to any subsequent Prohibited Transfer.

16.3. No Release. No assignment or other transfer of this Lease or sublease, license or other use or occupancy of all or any portion of the Premises and/or of the Improvements shall

release or relieve Tenant of its liabilities and obligations under this Lease, and each assignee of Tenant's interest under this Lease shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for all payments and for the due performance of all terms, covenants and conditions herein contained on Tenant's part to be observed and performed. No assignment shall be binding upon Landlord unless the assignee shall deliver to Landlord an instrument containing an unconditional covenant of assumption by the assignee, but the failure or refusal of an assignee to execute and deliver the same shall not release assignee from its liability as set forth in this Section.

16.4. Transfer of Control; Transfers By Legal Process or Operation of Law. The prohibition on certain assignments and transfers contained in this Article 16 shall not apply to: (1) any transfer or change in control of Tenant, whether by operation of law or otherwise, including, without limitation, any liquidation, dissolution or any change in the ownership of a controlling percentage of the equity interests in Tenant, whether in a single transaction or a series of transactions; or (2) any transfer of Tenant's interest in this Lease by levy or sale on execution, or other legal process, or by operation of law, and any transfer in bankruptcy or insolvency, or under any other compulsory procedure or order of court.

16.5. Permitted Transfers. Notwithstanding the foregoing provisions of this Article 16, Tenant may, without the Landlord's consent or approval: (A) sublease or license to or enter into a use or occupancy agreement with a third party duly licensed to conduct business within the City for all or any portion of the Premises so long as the same does not result in a violation of Section 5.2.4 above; and/or (B) assign its entire interest under this Lease and in the Premises and Improvements to any successor to Tenant by purchase, consolidation or reorganization (such sublease, license, occupancy agreement and assignment being referred to herein as a "**Permitted Transfer**") provided that (1) no Material Event of Default exists under this Lease at the time that the Permitted Transfer is made; (2) in the case of an assignment, if such proposed transferee is a successor to Tenant by purchase, such proposed transferee shall acquire all or substantially all of the assets of Tenant; and (3) in the case of an assignment, if such proposed transferee is a successor to Tenant by consolidation or reorganization, the continuing or surviving entity shall own all or substantially all of the assets of Tenant. In addition, Tenant may, without Landlord's consent or approval, assign all of its right, title and interest in the Tenant's Estate to an unaffiliated third party, in connection with a sale-leaseback or other transaction, purely for financing purposes, whereby Tenant is not relieved of any of its obligations under this Lease. Each assignee, subtenant, licensee, or other user or occupant, including those by way of a Permitted Transfer or those permitted pursuant to Section 16.4, shall use the Premises only for the Permitted Use. Tenant shall provide prompt notice of each Permitted Transfer to the Landlord Parties and the Commission.

ARTICLE 17.
PHILADELPHIA HOME RULE CHARTER AND PHILADELPHIA CODE REQUIREMENTS: NON-INDEBTEDNESS; NON-DISCRIMINATION

17.1. Non-Discrimination. In Tenant's use of the Premises and exercise of its rights under this Lease, Tenant must not discriminate or permit discrimination against any person

because of age, race, color, religion, national origin, physical disability, sex, sexual orientation, or gender identity.

17.2. Non-Indebtedness. By executing this Lease, Tenant represents and covenants that Tenant and Tenant's parent companies, subsidiaries, and affiliates, if any, are not currently indebted to the City for or on account of, and will not at any time during the Term be indebted to the City for or on account of, any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan reasonably satisfactory to the City has been established, other than as may be contested as provided for in Section 4.2 this Lease.

17.3. Non-Indebtedness of Tenant's Contractors. Tenant shall endeavor in good faith to include the provision below within its written agreements with contractors performing construction of the Improvements, performing any Alterations, or performing interior alterations that are capital in nature, for or on behalf of Tenant.

> "Contractor (or subcontractor, as the case may be) represents that contractor and contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("**City**") for or on account of, and will not at any time during the term of this Contract be indebted to the City for or on account of, any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan reasonably satisfactory to City has been established."

Tenant shall have no liability for (i) Tenant's failure to include the aforementioned provision within said agreements or (ii) if Tenant includes the aforementioned provision within said agreements, any inaccuracy of the contractor's representation as set forth therein.

17.4. Prohibited Gifts, Gratuities, and Favors.

17.4.1. Tenant must not offer or give, directly or indirectly, anything of value to any official or employee in the Executive or Administrative branch of the City, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 002-04 issued by the Mayor of Philadelphia on August 12, 2004, so long as such Executive Order remains in force and effect.

17.4.2. Any person who offers or gives anything of value to any City official or employee the receipt of which would violate Executive Order No. 002-04 may be subject to sanctions with respect to future City contracts to the extent expressly stated in said Executive Order.

ARTICLE 18.
RIGHT OF OFFER TO PURCHASE PREMISES; RIGHTS AT END OF TERM

18.1. Right of First Offer to Purchase Premises.

18.1.1. Grant of Right. Landlord hereby grants, conveys and transfers to Tenant the first and prior right and privilege of (a) purchasing the Project Area, whether or not included within the Premises (the "**Right of Purchase**") and (b) leasing the Project Area whether or not included within the Premises (the "**Right of Lease**"), in each case subject to the provisions of this Article 18. The Right of Purchase and the Right of Lease shall not apply to a sale or leasing of the Project Area or a portion thereof, or of all or any portion of any Improvements thereon, to the City, to any of its related agencies or to any municipal, governmental or quasi-governmental authority. In addition, the Right of Purchase and the Right of Lease shall not apply if this Lease is terminated following a Material Event of Default or if Tenant voluntarily terminates or surrenders this Lease for any reason.

18.1.2. Offer Notice. At any time during the Term and for two years after expiration of the Term, if (a) Landlord desires or intends to sell or lease all or any part of the Project Area, or (b) Landlord receives an unsolicited offer to purchase or lease all or any part of the Project Area, then before offering the Project Area or any part thereof for sale or lease, engaging in negotiations with any offeror or party, or accepting an offer to purchase or lease all or part of the Project Area during such applicable period, Landlord shall first give written notice to Tenant (the "**Offer Notice**") of such desire or intention, attaching thereto the price, terms and conditions of, or procedures for implementing, the proposed sale or lease which are acceptable to Landlord or are otherwise required by Applicable Laws. Landlord's Offer Notice shall contain Landlord's offer to sell or lease the Project Area or applicable portion thereof to Tenant at said price and on said terms and conditions, or shall contain a notice of the procedures Landlord will follow to implement the sale or lease (for example, without limitation legally required public bidding). Tenant acknowledges and agrees that Landlord shall not be in violation of this Section 18.1.2 if Landlord informs any party making an offer to the Landlord to purchase or lease some or all of the Project Area, or any party that might be interested in purchasing or leasing the Project Area, of this Section 18.1.2 and of this Lease.

18.1.3. Tenant's Investigations and Election. Within sixty (60) days following the day on which Tenant receives the Offer Notice, Tenant may elect to accept or reject the terms and conditions of the Offer Notice or to participate in the procedures by which Landlord intends to sell or lease some or all of the Project Area. To validly accept the Offer Notice, Tenant shall notify Landlord in writing of Tenant's election to accept the terms of the Offer Notice before the expiration of said sixty (60) day period (the "**Election Notice**"). If Tenant elects to accept the terms of the Offer Notice, (1) Landlord and Tenant shall execute a mutually acceptable purchase or lease agreement (as applicable) within a reasonable period of time following the date on which Landlord receives the Election Notice, or (2) Tenant shall participate in the procedures instituted by Landlord to sell or lease (as applicable) some or all of the Project Area in accordance with Applicable Laws. Notwithstanding any closing date specified in the Offer Notice (if applicable), Tenant may in its Election Notice specify the actual closing date for the conveyance of title to the property described in the Offer Notice, and validly accept the other terms and conditions of the Offer Notice, in which event the closing date shall be the date so specified in the Election Notice, provided that said closing date is not more than one (1) year after the date of the Offer Notice.

18.1.4. Tenant's Rejection. For purposes of this subsection 18.1.4 only, the terms "sell" and "sale" shall mean the full execution of a purchase and sale agreement pursuant to which the parties thereto agree to the terms and conditions for the transfer of title to the Project Area or a portion thereof; and the term "lease" shall mean the full execution of a lease, license or other occupancy agreement pursuant to which the parties thereto agree to the terms and conditions for the occupancy of the Project Area or a portion thereof. In the event Tenant elects to reject the terms of the Offer Notice, or fails to respond to the Offer Notice within the sixty (60) day period specified above, Landlord may market the portion of the Project Area specified in the Offer Notice on the open market. Tenant will also receive any information given to prospective buyers. If Landlord receives an acceptable offer (in Landlord's sole discretion) from a third party which is less than ninety percent (90%) the sale price or rental rate specified in the Offer Notice, Landlord shall inform Tenant of such offer and its terms in an Offer Notice and Tenant will have the right, within thirty (30) days of Landlord's notice to Tenant of such offer, to notify Landlord of its desire to purchase or lease (as applicable) the property identified in the Offer Notice. If Landlord does not sell or lease (as applicable) the property identified in the Offer Notice within eighteen (18) months following Tenant's rejection or deemed rejection of the Offer Notice, and if the Right of Purchase or Right of Lease (as applicable) has not terminated, Landlord may not sell or lease the property identified in the Offer Notice or any part thereof or offer the same for sale or lease without first delivering to Tenant a new Offer Notice, which Tenant may accept or reject in accordance with the terms of this Section. In the event that Landlord enters into an agreement to sell or lease the property identified in the Offer Notice to a party (other than Tenant) as permitted by this Section, the parties to the agreement for such sale or lease (as applicable) may not modify the terms of the transaction specified in such agreement by adjusting the sale price or rental rate (as applicable) to a sale price or rental rate that is less than ninety percent (90%) of the sale price or rental rate set forth in the Offer Notice, unless Landlord first delivers to Tenant a new Offer Notice containing such modified price, terms and conditions, which Offer Notice Tenant may accept or reject in accordance with the provisions this Section.

18.2. Subject to Public Bidding Requirements. Notwithstanding any provision of this Article to the contrary, the rights of Tenant set forth in this Article are subject to the then-prevailing Applicable Laws regarding the sale or leasing of the Project Area, including without limitation possible requirements for public notice and bidding.

18.3. Survival. The Right of Purchase and the Right of Lease shall survive the expiration of the Term of this Lease for a period of two (2) years.

ARTICLE 19.
NOTICES

19.1. Giving Notice. Any notice, approval, demand or other communication required or desired to be given pursuant to this Lease must be in writing and sent or given addressed as set forth below in one or more of the following manners: (1) personal service with receipt obtained (including by means of professional messenger service); or (2) United States mail, postage

prepaid, certified or registered, with return receipt requested; or (3) next-business day delivery utilizing a nationally recognized express courier service.

If to Landlord:	Executive Director Fairmount Park Conservancy One Penn Center 1617 JFK Boulevard, Suite 1670 Philadelphia, PA 19103
And:	Executive Director Fairmount Park One Parkway Building -10th Floor 1515 Arch Street Philadelphia, PA 19102
And:	Commissioner City of Philadelphia Department of Public Property Municipal Services Building -10th Floor 1401 JFK Boulevard Philadelphia, PA 19102
With a copy to:	City Solicitor City of Philadelphia Law Department One Parkway Building -17th Floor 1515 Arch Street Philadelphia, PA 19102
If to Tenant:	Fox Chase Cancer Center 333 Cottman Avenue Philadelphia, PA 19111 Attn: President
	Fox Chase Cancer Center 333 Cottman Avenue Philadelphia, PA 19111 Attn: Corporate Secretary
	Fox Chase Cancer Center 333 Cottman Avenue Philadelphia, PA 19111 Attn: Corporate Counsel

19.2. Date of Notice Delivery. For purposes of this Lease, notice given in the manner provided in Section 19.1 above shall be deemed received on the last date of delivery shown on the receipts obtained, or upon refusal of delivery, of all the notice letters.

19.3. Change of Notice Address. Either Landlord or Tenant may change its respective address or the address(es) to which the other party shall provide copies of notice, by giving written notice to the other in accordance with the provisions of this Article. Notices may be given by legal counsel for a party, but only if given in the manner required in this Article.

ARTICLE 20.
ESTOPPEL CERTIFICATES; SNDAS; RECOGNITION AGREEMENT

20.1. Estoppel Certificates. Each party agrees that, within thirty (30) days following its receipt of a written request from the other party (but not more than twice in any one-year period), it will execute and deliver an Estoppel Certificate to the requesting party and/or its designee. The term "**Estoppel Certificate**" shall mean a written statement certifying (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the Base Rent, Additional Rent and other charges or sums due are paid in advance, if any, (b) that, to the actual knowledge of the certifying party (without investigation), there are no uncured defaults on the part of Landlord or Tenant, or if there exist any uncured defaults on the part of Landlord or Tenant, stating the nature of such uncured defaults, and (c) to the actual knowledge of the certifying party (without investigation), the correctness of such other factual information respecting the status of this Lease as may be reasonably required by the requesting party.

20.2. Subordination, Non-Disturbance and Attornment Agreements. Landlord hereby represents, warrants and covenants to Tenant that, based on information provided by the City, and without further investigation by Landlord, as of the Effective Date of this Lease, neither the Premises, the Expansion Premises nor any interest therein is subject to the terms, conditions or lien of any Mortgage. As a condition of Tenant's subordination of the Lease to the lien of any Mortgage the City, PAID or Landlord desires to record against the Premises, the Improvements or any portion thereof or interest therein following the Effective Date, each holder of such a Mortgage shall execute and deliver a Subordination, Non-Disturbance and Attornment Agreement ("**SNDA**") with Tenant in form and substance reasonably acceptable to Tenant. It is specifically understood and agreed that any subordination of this Lease to any such interest executed or provided after the Effective Date is contingent upon the execution of such an SNDA, and that this Lease shall not be subordinate to any Mortgage unless and until the holder of such Mortgage shall have executed such SNDA and delivered the same to Tenant.

20.3. Lease Recognition Agreement. Landlord hereby represents, warrants and covenants to Tenant that, as of the Effective Date of this Lease, neither the Premises, the Expansion Premises nor any interest therein is subject to a leasehold interest other than those created by the PAID Lease, the Conservancy Sublease, the Golf License and this Lease. It shall be a condition to Tenant's obligations under this Lease that the City and PAID each execute and deliver a Lease Recognition Agreement in the form mutually acceptable to Landlord, Tenant and the City or PAID, as applicable (the "**Lease Recognition Agreement**"), pursuant to which the City and PAID shall agree that if the PAID Lease or the Conservancy Sublease, as applicable, is terminated for any reason, including without limitation a default under the PAID Lease or the Conservancy Sublease, as applicable, and there is not then continuing under this Lease any

Material Event of Default, then: (a) neither the City nor PAID shall disturb Tenant's occupancy of the Premises under this Lease and, as applicable, the City shall treat the Conservancy Sublease as a direct lease between the City and Landlord or PAID shall treat this Lease as a direct lease between PAID and Tenant; and (b) as applicable, Landlord thereafter shall attorn to the City or Tenant shall attorn to PAID. Each Lease Recognition Agreement shall be in recordable form and Tenant shall be permitted to record the same against the Premises and the Expansion Premises. The parties acknowledge that the Lease Recognition Agreements may be contained in the memoranda of lease recorded with respect to the PAID Lease and the Conservancy Sublease.

20.4. Subtenant Non-Disturbance Agreements. Promptly following the receipt of Tenant's written request that Tenant may make from time to time, and upon Landlord's consent (which shall not be unreasonably withheld, conditioned or delayed), Landlord shall enter into a non-disturbance agreement with Tenant and any subtenant that is subleasing a material portion of the Premises or of any Phase, stating that, in the event of the termination of this Lease affecting all or any portion of the sublease premises as a result of a Material Event of Default, so long as any such subtenant is not in default under its sublease beyond notice and cure periods stated in such sublease or under the provisions of this Lease, Landlord and such subtenant shall enter into an agreement, in form and substance reasonably acceptable to both parties and subject to the terms of this Lease, which will permit such subtenant to continue to occupy the sublease premises for the remainder of the term under its sublease, provided, however, that under no circumstances shall the sublease become a direct lease between Landlord and such subtenant, nor shall Landlord be deemed to have assumed, or otherwise be obligated to perform, any of the obligations of Tenant arising pursuant to said sublease.

ARTICLE 21.
APPROVALS BY LANDLORD; CITY MAY EXERCISE LANDLORD'S RIGHTS

21.1. Validity and Manner of Landlord Approval.

21.1.1. Unless otherwise stated explicitly in this Lease, each review, approval, permission, or consent that Tenant is required under this Lease to obtain from Landlord will not be effective or valid and binding against Landlord unless given, made or performed by the Executive Director of Landlord, or such member of such Executive Director's staff as such Executive Director may designate. Tenant acknowledges that, to give such approval, permission or consent, the Executive Director of Landlord may be required to obtain the approval, permission or consent of its Board of Directors.

21.1.2. Each review, approval, permission, or consent that Tenant is required under this Lease to obtain from a person or entity other than Landlord will not be effective or valid and binding against Landlord unless obtained or confirmed by the specified person or entity and in the manner required.

21.1.3. Notwithstanding any provision of this Lease to the contrary, to the extent that the approval or consent of Landlord is required pursuant to any provision of this Lease, such provision automatically shall be deemed to also require the consent or approval of the City.

Furthermore, any such consent or approval by the City shall be deemed to constitute the consent or approval of Landlord and PAID as well. Unless otherwise specified, wherever the approval of, or determination by the City as owner of the Premises (and not a governmental entity) is required hereunder, such approval or determination shall be obtained from or made by the Executive Director of Fairmount Park.

21.1.4. Tenant acknowledges and agrees that the City may exercise any and all rights and remedies of Landlord under this Lease.

21.2. Effect of Landlord's Approval. Landlord's or any of the Landlord Parties' review, approval or acceptance under this Lease of any document, work, matter, or thing, shall not constitute (a) a representation, warranty or guaranty by Landlord or any of the Landlord Parties as to the substance, accuracy, or quality of such document, matter, or thing or (b) approval otherwise required under Applicable Law by any and all City of Philadelphia departments, boards or commissions or by any other federal, state, or local governmental authority having jurisdiction. At all times, Tenant, its officials, officers, employees, agents, contractors and subcontractors, must each use their own independent judgment as to the substance, accuracy and quality of all such documents, work, matter, and things.

ARTICLE 22.
NO MERGER

22.1. No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of this Lease by Landlord and Tenant, shall not work a merger of the leasehold estate and Landlord's title in and to the Premises. At any time after such surrender or cancellation, however, Landlord may elect to terminate this Lease.

ARTICLE 23.
QUIET ENJOYMENT; LANDLORD'S RIGHT TO ENTER AND INSPECT PREMISES

23.1. Quiet Enjoyment. So long as no Material Event of Default exists and is continuing, Tenant may peaceably and quietly hold and enjoy the Premises for the Term (following the First Option Date and Landlord's delivery to Tenant of possession of the first Phase) without hindrance or interruption by Landlord or anyone lawfully claiming through Landlord. Tenant's peaceable and quiet enjoyment of the Premises under this Section 23.1 is subject to the provisions of this Lease, including Landlord's limited right to enter and inspect the Premises provided in Section 23.2 below.

23.2. Landlord's Right to Enter Premises. Notwithstanding the provisions of Section 23.1, Landlord shall have the right to enter upon the Premises only for the purpose of (a) performing the City's municipal duties, such as (by way of example only) delivering police and fire services, inspections by licensing departments and other similar services, or (b) exercising Landlord's remedies under this Lease, or (c) not more than once each year, determining Tenant's compliance with this Lease.

ARTICLE 24.
LEASEHOLD MORTGAGEE PROVISIONS

24.1. Financings; Leasehold Mortgage. On one or more occasions without Landlord's consent, Tenant may mortgage or otherwise encumber Tenant's leasehold estate, under one or more Leasehold Mortgages and assign Tenant's rights under this Lease as security for such Leasehold Mortgage or Leasehold Mortgages. To facilitate the granting of a Leasehold Mortgage, Tenant shall have the right from time to time to subdivide the Premises and/or the Expansion Premises into multiple, separate tax parcels, or to establish the Premises and/or the Expansion Premises as a commercial condominium.

24.2. If Tenant shall, on one or more occasions, mortgage Tenant's leasehold estate, and if Tenant or the holder of such Leasehold Mortgage shall provide Landlord with written notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of such holder, Landlord and Tenant agree that, following receipt of such notice by Landlord, the provisions of this Article 24 shall apply in respect to each such Leasehold Mortgage; provided, however, that notwithstanding anything contained in this Lease to the contrary, the provisions of this Article 24 shall not be applicable to any Leasehold Mortgage, the lien of which is a third or lower priority mortgage lien encumbering Tenant's leasehold estate in all or the applicable Phase or the Premises generally, or to the holder of such Leasehold Mortgage, unless Tenant pays the additional reasonable attorney fees and expenses actually incurred from time to time by Landlord in connection with said Leasehold Mortgage, such payment to be made within thirty (30) days following Tenant's receipt of Landlord's written demand. In the event of any assignment of a Leasehold Mortgage or in the event of a change of address of a Leasehold Mortgagee (as hereinafter defined), notice of the new name and address shall be provided to Landlord.

24.3. The term "**Leasehold Mortgage**" shall include a mortgage, a deed of trust, a deed to secure debt, or other security instrument of which Landlord has received written notice and by which Tenant's leasehold estate under this Lease is mortgaged, conveyed, assigned, or otherwise transferred to an Institutional Lender, to secure a debt or other obligation. The term "**Leasehold Mortgagee**" shall mean the Institutional Lender in whose favor a Leasehold Mortgage shall have been created, together with any successor or assignee of such lender, all of which also must be Institutional Lenders. The Leasehold Mortgagees for the Premises or any portion thereof may consist of one or more different Institutional Lenders.

24.4. Intentionally deleted.

24.5. Landlord Obligation. Landlord, upon providing Tenant any notice of: (i) any Event of Default under this Lease, or (ii) a termination of this Lease to the extent permitted herein, shall at the same time provide a copy of such notice to every Leasehold Mortgagee at the address last provided to Landlord. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been sent to every Leasehold Mortgagee at the address last provided to Landlord; provided that the failure by Landlord to give such notice shall not subject Landlord to any liability or claim for damages, but shall only restrict its rights to

terminate this Lease, as provided herein. From and after such notice having been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Tenant after the giving of such notice to Tenant, plus, as applicable, the additional periods of time specified in Section 24.6 to remedy, commence remedying or cause to be remedied the defaults specified in any such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Each Leasehold Mortgagee may take any such action at such Leasehold Mortgagee's option, and Tenant does hereby authorize entry upon the Property by the Leasehold Mortgagee for such purpose, under and subject to the provisions of this Lease.

24.6. Anything contained in this Lease to the contrary notwithstanding, if any Material Event of Default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such Material Event of Default, Landlord shall notify every Leasehold Mortgagee of Landlord's intent to so terminate (the "**Termination Notice**") at least sixty (60) days in advance of the proposed effective date of such termination if such Material Event of Default is capable of being cured by payment of a fixed and ascertainable sum of money, and at least ninety (90) days in advance of the proposed effective date of such termination if such Material Event of Default is not capable of being cured by the payment of a fixed and ascertainable sum of money. If any Leasehold Mortgagee shall:

24.6.1. during such sixty (60)-day period, cure such Material Event of Default by payment of such fixed and ascertainable sum of money as specified in the Termination Notice to such Leasehold Mortgagee, and

24.6.2. during such ninety (90)-day period, cure or in good faith, with reasonable diligence and continuity, take steps to cure all nonmonetary Material Events of Default of Tenant under this Lease which are reasonably susceptible of being cured by such Leasehold Mortgagee ("**Curable Events of Default**"),

then the Termination Notice shall be nullified subject to this Section 24.6.

Any notice to be given by Landlord to a Leasehold Mortgagee pursuant to any provision of this Article shall be deemed properly given if sent to the Leasehold Mortgagee as to which notice was given pursuant to Section 24.2. If the Leasehold Mortgagee has been unable to cure all Curable Events of Default despite the continued good faith efforts of Leasehold Mortgagee after a period of four (4) months from the proposed effective date of termination in the Termination Notice, then Landlord may give the Leasehold Mortgagee ten (10) days' notice of termination and, upon receipt thereof by the Leasehold Mortgagee, this Lease shall be terminated without further action if all Curable Events of Default have not been cured within such ten (10)-day period. Nothing herein, however, shall be construed to extend this Lease beyond the Term. If at any time prior to termination, the Material Event of Default shall be cured, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

24.6.3. No Transfer From Leasehold Mortgage. Notwithstanding any provision of this Lease to the contrary, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or the leasehold estate hereby created so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Tenant to be performed hereunder or to cure any default by Tenant hereunder, but the purchaser at any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be an assignee or transferee within the meaning of this Lease, and shall be deemed to have agreed (a) to perform all of the terms, covenants and conditions on the part of the Tenant to be performed hereunder from and after the date of such purchase and assignment, (b) to promptly pay or cause to be paid to Landlord any and all Base Rent and all other sums which are then due pursuant to this Lease, and (c) to promptly remedy all of the Curable Events of Default. Notwithstanding the foregoing, any Leasehold Mortgagee which acquires the leasehold estate of Tenant pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Tenant's leasehold estate, without consent of Landlord, sell and assign the leasehold estate on such terms and to such persons and organizations as are acceptable to such Leasehold Mortgagee and thereafter be relieved of all obligations under this Lease; provided that such purchaser or assignee has delivered to Landlord its written agreement to (x) to perform all of the terms, covenants and conditions on the part of the Tenant to be performed hereunder from and after the date of such purchase and assignment, (y) to promptly pay or cause to be paid to Landlord any and all Base Rent and all other sums which are then due pursuant to this Lease, and (c) to promptly remedy all of the Curable Events of Default.

24.6.4. New Lease. In the event of the termination of this Lease as a result of a Material Event of Default as permitted by this Lease, Landlord shall, in addition to providing the notices of default and termination as required above, provide each Leasehold Mortgagee with written notice that this Lease has been terminated, together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, then known to Landlord. If this Lease has been so terminated, then subject to the conditions set forth below, Landlord shall enter into a new lease ("**New Lease**") of the Property with such Leasehold Mortgagee or its designee, within forty-five (45) days after such Leasehold Mortgagee's request for a New Lease is delivered to Landlord, which New Lease shall (a) be effective as of the date of such termination, (b) extend for the balance of the unexpired Term of this Lease, subject to earlier termination as set forth in this Lease, and (c) be at the same Rent and upon all of the same terms, covenants and conditions as this Lease, (except for requirements which already have been performed and require no continued performance), provided:

1. Such Leasehold Mortgagee shall make reasonably prompt written request upon Landlord for such New Lease, but not later that sixty (60) days after receipt of such notice of termination.

2. Such Leasehold Mortgagee or designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease, any and all Base Rent and all other sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination.

3. Such Leasehold Mortgagee or designee shall agree to promptly remedy all of the Curable Events of Default of which said Leasehold Mortgagee has received written notice.

4. Any New Lease made pursuant to this Section shall be prior to any mortgage or other lien, charge or encumbrance on the fee of the Property and the tenant under such New Lease shall have the same right, title and interest in and to the Property as Tenant had under this Lease.

24.6.5. Multiple Leasehold Mortgagees. If more than one Leasehold Mortgagee shall request a New Lease pursuant hereto, Landlord shall enter into such New Lease with the Leasehold Mortgagee whose mortgage is prior in lien, or with the designee of such Leasehold Mortgagee. Landlord, without liability to Tenant or any Leasehold Mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued by a responsible title insurance company doing business in the Commonwealth of Pennsylvania as the basis for determining the Leasehold Mortgagee who is entitled to such New Lease.

24.6.6. No Mortgagee Obligations. Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of right hereunder to cure any Event of Default not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, in order to comply with the provisions hereof or as a condition of entering into the New Lease provided herein.

24.6.7. No Merger. So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing or unless this Lease is terminated in accordance with the provisions of this Lease, the Landlord's interest in the Premises and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

24.6.8. Amendments to Facilitate Leasehold Mortgage. In the event on any occasions hereafter Tenant seeks to mortgage Tenant's leasehold estate, Landlord agrees to amend this Lease from time to time to the extent reasonably requested by an Institutional Lender proposing to make Tenant a loan secured by a lien upon Tenant's leasehold estate, provided that such proposed amendments do not materially and adversely affect Landlord's rights under this Lease or the interest of any of the Landlord Parties in the Premises or the Improvements, and further provided that Tenant pays, upon demand, all costs incurred by Landlord and/or any of the other Landlord Parties in connection with the analysis and negotiation of any such proposed amendments including, without limitation, all attorneys' fees and costs.

24.6.9. Notices to Leasehold Mortgagee. Notices from Landlord to the Leasehold Mortgagee shall be mailed to the address furnished Landlord pursuant hereto, and those from the Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of this Lease. Such notices, demands and requests shall be given in the manner described in Section 19 and shall in all respects be governed by the provisions of that section.

24.7. No Impact on Other Rights.

24.7.1. No mortgage given by Tenant shall extend to or affect the fee interest in the Land, the interest of PAID or Landlord therein or the reversionary interest or estate of Landlord or any other Landlord Party in and to the Improvements, and the Leasehold Mortgage shall so state.

24.7.2. The rights granted to Leasehold Mortgagees under this Article shall not be construed to amend, alter or diminish the requirements as to assignees or subtenants set forth in Article 16.

24.8. Use of Premises and Improvements. Notwithstanding anything in this Article or elsewhere in this Lease to the contrary, any person or entity acquiring a leasehold interest under or by virtue of the terms of any mortgage, assignment or transfer by operation of law, shall, either by itself or by the business entity it appoints or designates to operate the Premises and Improvements, use the Premises and Improvements for the purposes allowed under this Lease and for no other purpose whatsoever.

ARTICLE 25.
PERIODIC REPORTS

25.1. Delivery of Report. From time to time during the Term following the First Option Date and Landlord's delivery to Tenant of possession of the first Phase, but not more frequently than one (1) time each calendar year, Landlord may request from Tenant, and within a reasonable period of time following Tenant's receipt of Landlord's written request, Tenant shall deliver to Landlord, a copy of Tenant's most recent Internal Revenue Service Form 990 submitted to the Internal Revenue Service and Tenant's most recent Charitable Solicitation reporting form submitted to the Commonwealth of Pennsylvania, or, if either said form is discontinued, the publicly filed approximate equivalent thereof that Tenant is required to prepare in the ordinary course of its business.

ARTICLE 26.
ADDITIONAL CONSIDERATION AND PROJECT PROGRESS

26.1. Additional Consideration. Starting the first anniversary of the First Option Election Date, Tenant shall pay (a) Four Million Dollars ($4,000,000) to the City for deposit in an account dedicated to "Improvements to Existing Facilities" in the 10th City Council District, with first priority given to park land and open space, otherwise for other public purposes ("**ITEF Funds**"), and (b) Five Hundred Thousand Dollars to the Landlord. Tenant shall make such payments as follows (with interest, if applicable as set forth below):

1. On the first anniversary of the First Option Date and Landlord's delivery of the first Phase, $1,000,000. If Tenant has not made this first payment to ITEF Funds by January 1, 2011, then Fixed Interest will accrue on this first payment starting January 1, 2011, and continuing until Tenant has fully paid the first payment and all accrued Fixed Interest.

2. On the second anniversary of the First Option Date and Landlord's delivery of the first Phase, $1,000,000. If Tenant has not made this second payment to ITEF Funds by January 1, 2012, then Fixed Interest will accrue on this second payment starting January 1, 2012, and continuing until Tenant has fully paid the second payment and all accrued Fixed Interest.

3. On the third anniversary of the First Option Date and Landlord's delivery of the first Phase, $1,000,000. If Tenant has not made this third payment to ITEF Funds by January 1, 2013, then Fixed Interest will accrue on this third payment starting January 1, 2013, and continuing until Tenant has fully paid the third payment and all accrued Fixed Interest.

4. On the fourth anniversary of the First Option Date and Landlord's delivery of the first Phase, $1,000,000. If Tenant has not made this fourth payment to ITEF Funds by January 1, 2014, then Fixed Interest will accrue on this fourth payment starting January 1, 2014, and continuing until Tenant has fully paid the fourth payment and all accrued Fixed Interest.

5. Two Hundred Fifty Thousand Dollars ($250,000) of Additional Consideration to Landlord on the First Option Date and Landlord's delivery of the first Phase. If Tenant has not made this first payment of Additional Consideration to Landlord by January 1, 2010, then Fixed Interest will accrue on this portion of Additional Consideration starting January 1, 2010, and continuing until Tenant has fully paid to Landlord Additional this first payment of Additional Consideration and all accrued Fixed Interest.

6. Two Hundred Fifty Thousand Dollars ($250,000) of Additional Consideration to Landlord by the first anniversary of the First Option Date and Landlord's delivery of the first Phase. If Tenant has not made this second payment of Additional Consideration to Landlord by January 1, 2011, then Fixed Interest will accrue on this second payment of Additional Consideration starting January 1, 2011, and continuing until Tenant has fully paid to Landlord this second payment of Additional Consideration and all accrued Fixed Interest.

26.2. Project Progress; Right to Terminate.

1. By the fifth anniversary of the Commencement Date, Tenant shall present to the Commission or its designee conceptual design plans and general specifications for the Campus Expansion in the Project Area. If Tenant does not present the required plans by that time, then Tenant's obligation to pay Base Rent commences and Tenant shall pay Base Rent over three years in accordance with the schedule set forth in Section 3.1.1 above. Tenant is not obligated to obtain the approval of the Commission or any other City agency for the plans and

specifications it submits under this Section 26.2.1, but Tenant's plans and specifications must be consistent with the Design Guidelines.

2. By the seventh anniversary of the Commencement Date, Tenant shall present the Commission design plans, specifications and a reasonably estimated budget for the Campus Expansion in the Project Area. If Tenant does not present the required plans by that time, and if Tenant has not already paid all Base Rent (plus Fixed Interest, if applicable) in full, then Tenant shall pay all Base Rent (plus Fixed Interest, if applicable) no later than the seventh anniversary of the Commencement Date. Tenant's failure to timely pay the Base Rent as required under this Section 26.2.2 is a Material Event of Default. Tenant is not obligated to obtain the approval of the Commission or any other City agency for the plans, specifications and budget it submits under this Section 26.2.2, but Tenant's plans and specifications must be consistent with the Design Guidelines.

3. Even if Tenant previously submitted the required plans and specifications by the deadlines under Sections 26.2.1 and 26.2.2 above, if Tenant has not both (i) exercised an Expansion Option by the tenth anniversary of the Commencement Date, and (ii) not paid all the Base Rent (plus all Fixed Interest, if applicable), then either the Landlord or Tenant may terminate this Lease and upon the termination (a) Tenant is not obligated to make any further payments to Landlord, and (b) Landlord is not obligated to refund Tenant's payment of $556,000 under Section 1.7.2.2 above or to refund any portions of Base Rent or any other payments previously made by Tenant to Landlord.

ARTICLE 27.
GENERAL PROVISIONS

27.1. Captions. The captions used in this Lease are for the purpose of convenience only and may not be construed to limit or extend the meaning of any part of this Lease.

27.2. Counterparts. Any copy of this Lease executed with original signatures is an original of this Lease for all purposes. This Lease may be executed in one or more counterparts, each of which is an original, and all of which together constitute a single instrument.

27.3. Time of Essence; Force Majeure. Time is of the essence for the performance and observation of each covenant of this Lease. Any non-monetary obligation of Tenant that cannot be satisfied (whether or not within a stated time period, a specific number of days or described in general terms, such as where Tenant is required to proceed with diligence) because of a Force Majeure Event shall be excused until the cessation of such Force Majeure Event or until Tenant reasonably can take measures to fulfill the obligation notwithstanding the Force Majeure.

27.4. Severability. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

27.5. Interpretation. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law provisions. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant. When the context of this Lease requires, the neuter gender includes the masculine and feminine, and the singular includes the plural. Landlord and Tenant agree that they have each participated equally in the negotiation and writing of this Lease and that the rule of construing or interpreting any ambiguities in an agreement against the drafter of the agreement shall not apply in connection with this Lease.

27.6. Successors and Assigns. Without limiting or modifying the restrictions set forth in Sections 16 and 24 above regarding subleases, mortgages, and transfers, the covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties to this Lease and their respective permitted successors and assigns (to the extent this Lease is assignable).

27.7. Integration Clause. This Lease, and the Exhibits and addendums, if any, attached to this Lease, constitute the entire agreement between Landlord and Tenant, and there are no agreements or representations between Landlord and Tenant except as expressed in this Lease. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter of this Lease are superseded by this Lease.

27.8. Strict Enforcement of the Lease. Either party may enforce all provisions of this Lease strictly, regardless of (1) any law, usage, or custom to the contrary, (2) any conduct of the enforcing party in refraining from enforcing any provisions of this Lease at any time, (3) any conduct of the enforcing party in refraining from exercising its rights and remedies under this Lease, and (4) any course of conduct between Landlord and Tenant. Any conduct or custom between Landlord and Tenant must not be construed as having created a custom in any way or manner contrary to any specific provision of this Lease, or as having in any way or manner modified the same.

27.9. Amendment and Modification. This Lease can only be amended, modified or supplemented by a written agreement signed by both Landlord and Tenant. This Lease cannot be amended, modified, or supplemented by any oral representations, whenever made, by any official, commissioner, or employee of Landlord, or by any course of conduct between Landlord and Tenant.

27.10. No Implied Consent. Landlord's failure to respond orally or in writing to any request or offer from Tenant to modify or waive any of Tenant's obligations under this Lease does not constitute Landlord's consent to Tenant's request or offer. Similarly, Tenant's failure to respond orally or in writing to any request or offer from Landlord to modify or waive any of Landlord's obligations under this Lease does not constitute Tenant's consent to Landlord's request or offer. Each party shall comply with its obligations under this Lease unless and until a request or offer to modify or waive any provision of this Lease is explicitly accepted in writing by the party bound to perform.

27.11. No Partnership. Landlord and Tenant agree that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, or association between Landlord and Tenant, nor cause either of them to be responsible in any way for the debts or obligations of the other party. Neither the method of computing Base Rent or Additional Rent nor any other provision contained in this Lease nor any acts of Landlord or Tenant shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

27.12. Commissions. Landlord and Tenant each represent and warrant to the other that they have employed no broker, finder or other person in connection with the transactions contemplated under this Lease that might result in the other party being held liable for all or any portion of a commission under this Lease. Landlord and Tenant each agree to indemnify and hold the other free and harmless from and against all claims and liability arising by reason of the incorrectness of the representations and warranties made by such party in this Section, including, without limitation, reasonable attorneys' fees and litigation costs.

27.13. Survival. Notwithstanding anything to the contrary contained in this Lease, only the provisions (including, without limitation, covenants, agreements, representations, warranties, obligations, and liabilities described in any provision) of this Lease which expressly survive the expiration or earlier termination of this Lease (whether or not such provision expressly provides as such) shall survive such expiration or earlier termination of this Lease and continue to be binding upon the applicable party.

27.14. Memorandum of Lease. The parties shall execute a memorandum of this Lease in the form attached hereto as **Exhibit E**. Tenant shall be permitted to record the memorandum of this Lease against the Premises and Expansion Premises. Any recording, transfer, documentary, stamp or other tax imposed upon the execution or recording of any memorandum of this Lease shall be paid by Tenant. Upon the expiration or earlier termination of this Lease, Landlord and Tenant promptly shall execute a termination of any such memorandum of this Lease in proper form for recording, and said obligation shall survive the expiration or termination of this Lease.

27.15. No Personal Liability of Landlord. Neither Landlord nor any officer, director or stockholder thereof shall have any liability, personal or otherwise, with respect to this Lease or the transaction contemplated hereby, nor shall the property of any such person or entity be subject to attachment, levy, execution or other judicial process except that any liability of Landlord shall be limited to its interest in the Premises and the lien of any judgment shall be restricted thereto.

27.16. No Personal Liability of Tenant. No officer, director or stockholder of Tenant shall have any liability, personal or otherwise, with respect to this Lease of the transaction contemplated hereby, nor shall the property of any such person be subject to attachment, levy, execution or other judicial process.

27.17. Economic Opportunity Plan. Tenant has submitted to the City and the City has approved an Economic Opportunity Plan setting forth Tenant's goals with respect to the

participation of Minority, Female and Disabled Owned Disadvantaged Business Enterprises in the construction of the Campus Expansion and with respect to the employment of disadvantaged, minority and female persons which Economic Opportunity Plan is attached and incorporated into this Lease as **Exhibit D**.

27.18. Attornment. In the event that either or both of the PAID Lease or the Conservancy Sublease terminate and the City or PAID, as the case may be, assumes the lessor's position of such terminated lease, then Tenant shall attorn to and recognize said party as the lessor thereunder.

27.19. Background. The Background paragraphs to this Lease are incorporated into and part of this Lease.

27.20. Third Party Beneficiaries. Tenant acknowledges and agrees that the City is a third-party beneficiary of this Lease and that the City may exercise any and all rights and remedies of Landlord under this Lease.

[The remainder of this page intentionally left blank. Signature page follows]

IN WITNESS OF THE PROVISIONS SET FORTH ABOVE, Landlord and Tenant have caused their duly authorized officials and representatives to execute this Lease as of the date first written above.

LANDLORD:
FAIRMOUNT PARK CONSERVANCY

By: _____
Name:
Title:

TENANT:
FOX CHASE CANCER CENTER

By: _____
Name:
Title:

APPENDIX TO LEASE

DEFINITIONS

As used in this Lease, the following capitalized words and phrases shall have the following meanings:

"**Additional Rent**" shall mean all sums other than Base Rent that Tenant is obligated to pay under the terms of this Lease.

"Adjusted Renewal Term" shall have the meaning set forth in Section 1.7.4.

"**Alteration**" and "**Alterations**" have the meaning given it in Section 7.1.2.

"**Add-On Parcel**" has the meaning given it in Section 1.7.2.2.

"**Adjusted Renewal Term**" has the meaning given it in the December 19, 2006, letter agreement amendment to the Golf License.

"**Applicable Law**" and "**Applicable Laws**" mean all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, administrative or judicial determinations, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises, the Improvements, the Site Development Work or this Lease now or in the future enacted or in effect. Applicable Law and Applicable Laws include but are not limited to the following, even if compliance with the Applicable Law necessitates structural changes to the Improvements or the making of Improvements, or results in interference with the use or enjoyment of all or any portion of the Premises:

1. Applicable Laws pertaining to Hazardous Substances and Contamination and medical waste;

2. laws and regulations relating to accessibility to, usability by, and discrimination against, disabled individuals;

3. all building, zoning, and traffic ordinances, regulations, and codes;

4. all covenants, restrictions, and conditions now or in the future of record that may be applicable to Tenant or to all or any portion of the Premises and/or of the Improvements, or to the use, occupancy, possession, operation, maintenance, alteration, repair or restoration of any of the Premises and/or of the Improvements;

5. the Health Insurance Portability and Accountability Act of 1996.

"**Base Rent**" shall have the meaning given it in Section 3.1.

"**Burholme Park**" has the meaning given it in the Background Section A at the beginning of this Lease.

"**Campus Expansion**" has the meaning given it in the Background Section D at the beginning of this Lease.

"**Casualty**" shall have the meaning given it in Section 12.1.

"**City**" shall mean the City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania.

"**City Ordinance**" has the meaning given it in the Background Section I at the beginning of this Lease.

"**Commencement Date**" has the meaning given it in Section 2.1.1.

"**Commission**" has the meaning given it in the Background Section H at the beginning of this Lease.

"**Conditions Precedent**" shall have the meaning given it in Section 2.1.1.

"**Conservancy Sublease**" has the meaning given it in the Background Section B at the beginning of this Lease.

"**Contamination**" means a Hazardous Substance in, on or under the Premises and/or the Improvements which is not contained in accordance with Applicable Laws or which may require remediation or removal under any Applicable Law.

"**CPI**" means the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100), or any successor index thereto as hereinafter provided. If publication of the such index is discontinued, or if the basis of calculating the such index is materially changed, then the Parties shall substitute for the index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

"**Curable Events of Default**" shall have the meaning given it in Section 24.6.2.

"**Default Rate**" means that interest rate which is the lesser of (a) four percentage points in excess of the Prime Rate, or (b) the highest rate permitted by law. The interest rate ascertained as the Default Rate under this Agreement shall change as often as, and when, the Prime Rate changes or changes in the law occur, as the case may be.

"**Design Guidelines**" shall have the meaning given it in Section 6.1

"**Development Criteria**" shall have the meaning given it in Section 7.1.4.

"**Development Fees**" shall have the meaning given it in Section 1.7.2.2.

"**Economic Impact Report**" shall have the meaning given it in the Background Section D at the beginning of this Lease.

"**Economic Opportunity Plan**" shall have the meaning given it in Section 27.16.

"**Effective Date**" is the date first written and defined in the introductory paragraph to this Lease.

"**Election Notice**" shall have the meaning given to it in Section 18.1.3.

"**Environmental Law**" means those Applicable Laws pertaining to Hazardous Substances and Contamination. "**Estoppel Certificate**" shall have the meaning given it in Section 20.1.

"**Event of Default**" shall have the meaning given it in Section 14.1.

"**Existing Campus**" shall have the meaning given it in the Background Section C at the beginning of this Lease.

"**Expansion Options**" has the meaning given it in Section 1.7.1.

"**Expansion Option Election Notice**" has the meaning given it in Section 1.7.2.1.

"**Expansion Premises**" has the meaning given it in Section 1.7.1.

"**First Option Date**" has the meaning given it in Section 1.7.2.1.

"Fixed Interest" shall have the meaning set forth in Section 1.7.2.2.B.

"**Force Majeure Event**" shall any cause beyond the reasonable control of the party whose obligation it is to perform, or beyond the reasonable control of said party's contractors, subcontractors or suppliers, including without limitation the following: unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities for a project of this type; acts of God or other deities; governmental restrictions and limitations not present or in effect as of the relevant time in question and not reasonably anticipated; the requirements of laws, statutes, regulations and other legal requirements not present or in effect as of the relevant time in question and not reasonably anticipated; scarcity or unavailability of or delay in obtaining supplies, fuel or materials, equipment or systems from within the continental United States at a commercially reasonable cost; war or other national emergency; accidents, floods, fire damage, sabotage; vandalism, or other casualties; and severe adverse weather conditions (but excluding

reasonably anticipated weather conditions for the Project Area based upon the 5-year average at Philadelphia International Airport).

"**Golf Facility**" shall have the meaning given it in Section 1.7.4.

"**Golf License**" shall have the meaning given it in Section 1.7.4.

"**Hazardous Substances**" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302); Hazardous Chemicals as defined in the Occupational Safety & Health Administration Hazard Communication Standard; Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et. seq.; Hazardous Substances as defined in the Toxic Substances Control Act, 15 U.S.C. § 26012671; and all substances now or hereafter designated as "hazardous substances," "hazardous materials," "hazardous wastes," or "toxic substances" under any other federal, state or local laws or in any regulations adopted and publications promulgated pursuant to said laws, and amendments to all such laws and regulations thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state or federal law. Without limiting the foregoing definition, Hazardous Substances shall include but not be limited to asbestos, flammable materials, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, medical waste, infectious materials, petroleum, petroleum products, natural gas, and/or synthetic gas.

"**IDD**" has the meaning given it in Section 7.1.5.

"**Imposition**" means all taxes (including possessory interest, real property, ad valorem, and personal property taxes), assessments, charges, license fees, municipal liens, levies, excise taxes, impact fees, or imposts, whether general or special, ordinary or extraordinary which may be directly or indirectly levied, assessed, charged or imposed by any governmental or quasi-governmental authority against, or which may be or become a lien or charge upon, all or any portion of the Premises, of the Improvements or of the Site Development Work, or upon the leasehold estate hereby created, including, without limitation, any tax or levy imposed by any governmental or quasi-governmental authority under Applicable Laws in connection with the maintenance of security and fire alarm and fire suppression systems in, on, or about the Premises, the Improvements or the Site Development Work.

"**Improvement**" and "**Improvements**" have the meaning given them in Section 7.1.3.

"**Initial Term**" shall have the meaning given it in Section 2.1.2.

"**Institutional Development District**" shall have the meaning given it in Section 7.1.5.

"**Institutional Lender**" shall mean a commercial bank, trust company, savings bank, savings and loan association, insurance company, pension trust, pension plan or pension fund or

any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the Commonwealth of Pennsylvania or the United States Treasury, and having a net worth of not less than One Hundred Million Dollars ($100,000,000) or assets of not less than One Billion Dollars ($1,000,000,000).

"**Institutional Standards**" shall mean the standards of conduct and business practices customarily engaged in by financially sound medical and medical research institutional entities comparable to Tenant, and those standards of conduct and business practices (if any) further required by the IDD zoning classification of the Premises.

"**Insurance Proceeds**" means any amount received from an insurance carrier, after deducting therefrom the reasonable fees and expenses of collection, including but not limited to reasonable attorneys' fees and experts' fees.

"Interest Adjustment Date" shall have the meaning set forth in Section 1.7.2.2.B.

"**ITEF Funds**" has the meaning given it in Section 26.1.1.

"**Land Contribution/Funding Agreement**" shall have the meaning given it in Section 26.1.

"**Landlord**" has the meaning given it in the opening recital to this Lease and includes Landlord's successors-in-interest.

"**Landlord's Estate**" means all of Landlord's right, title, and interest in its subleasehold estate in the Premises and (once leased) the Expansion Premises and its reversionary interest in the Improvements expressly granted by the terms of this Lease.

"**Landlord Party**" or "**Landlord Parties**" shall mean Landlord, PAID, the City (including but not limited to its commissions, boards and departments, including but not limited to the Commission and the Public Property Department), and their respective officials, boards and board members, officers, staff and employees.

"**Lease**" has the meaning given it in the opening recital to this Lease.

"**Lease Expiration Date**" is the date the Term expires or the date this Lease is sooner terminated or is sooner surrendered by Tenant.

"**Lease Recognition Agreement**" shall have the meaning given it in Section 20.3.

"**Leasehold Mortgage**" shall have the meaning given it in Section 24.3.

"**Leasehold Mortgagee**" shall have the meaning given it in Section 24.3

"**Maintain**" or "**Maintenance**" shall have the meaning given them in Section 8.1.1.

"**Master Plan**" has the meaning given it in Section 2.1.1.1.

"**Material Event of Default**" shall have the meaning given it in Section 14.1.

"**Mortgage**" shall mean all mortgages and other security devices encumbering all or any portion of the Premises, of the Expansion Premises or of any leasehold interest therein (other than this Lease) and all renewals, modifications, consolidations, replacements and extensions thereof.

"**New Lease**" shall have the meaning given it in Section 24.6.4.

"**Offer Notice**" shall have the meaning given it in Section 18.1.2.

"**Operator**" shall have the meaning given it in Section 1.7.4.

"Orphans' Court Final Approval" shall have the meaning given it in Section 2.1.1.2

"**PAID**" has the meaning given it in the Background Section B at the beginning of this Lease.

"**PAID Lease**" has the meaning given it in the Background Section B at the beginning of this Lease. "**Partial Taking**" shall have the meaning given it in Section 13.1.1.

"**Permitted Transfer**" shall have the meaning given it in Section 16.5.

"**Permitted Use**" has the meaning given it in the Background Section E at the beginning of this Lease.

"**Phase**" shall mean the land that is part of any one of Phase 2, Phase 3, Phase 4 and Phase 5, as each is defined in section 1.7.1.

"**Phases**" shall mean more than one or all of Phase 2, Phase 3, Phase 4 and Phase 5, as the context requires.

"**Phase 2 Expansion Option**" shall have the meaning given it in Section 1.7.1.

"**Phase 3 Expansion Option**" shall have the meaning given it in Section 1.7.1.

"**Phase 4 Expansion Option**" shall have the meaning given it in Section 1.7.1.

"**Phase 5 Expansion Option**" shall have the meaning given it in Section 1.7.1.

"**Premises**" means those Phases or portions of Phases for which Tenant has exercised an Expansion Option in accordance with this Lease, subject to all the provisions of this Lease. The Premises may expand to the full extent of, but not exceed, the Project Area.

"**Primary Use**" has the meaning given it in the Background Section E at the beginning of this Lease.

"**Prime Rate**" means the Prime Rate as announced from time to time by PNC Bank or its successor-in-interest, or if there is no Prime Rate announced by PNC Bank, then the Prime Rate shall be the prime rate announced from time to time by the banking institution in the Commonwealth of Pennsylvania having the greatest dollar volume of deposits.

"**Prohibited Transfer**" shall have the meaning given it in Section 16.1.

"**Project Area**" has the meaning given it in the Background Section B at the beginning of this Lease.

"**Recorder of Deeds**" means the Recorder of Deeds for Philadelphia County, Pennsylvania.

"**Renewal Notice**" shall have the meaning given it in Section 2.2.

"**Renewal Option**" shall have the meaning given it in Section 2.2.

"**Renewal Term**" shall have the meaning given it in Section 2.2.

"**Rent**" means all Base Rent and all Additional Rent.

"**Repair**" or "**Repairs**" shall have the meaning given it in Section 8.1.2.

"**Right of Lease**" shall have the meaning given it in Section 18.1.

"**Right of Purchase**" shall have the meaning given it in Section 18.1.

"**Site Development Work**" shall have the meaning given it in Section 7.1.1.

"**SNDA**" shall have the meaning given it in Section 20.2.

"**Taking**" shall have the meaning given it in Section 13.1.2.

"**Tax Year**" shall have the meaning given it in Section 4.1.3.

"**Tenant**" has the meaning given it in the opening recital to this Lease.

"**Tenant's Estate**" means all of Tenant's right, title and interest in its sub-subleasehold estate in the Premises, its fee estate in the Improvements during the Term, and its interest under this Lease.

"**Term**" shall have the meaning given it in Section 2.3.

"**Termination Notice**" shall have the meaning given it in Section 24.6.

"**Total Taking**" shall have the meaning given it in Section 13.1.3.

EXHIBITS

A. Description of Burholme Park
B. Site Plans Showing:
   B.1. – Project Area
   B.2. – Existing Campus
   B.3. – Campus Expansion Phases
   B.4. – Project Area Overlap with Golf Facility
C. Design Guidelines
D. Economic Opportunity Plan
E. Form of Memorandum of Lease
F. Copy of the City Ordinance
G. Copy of PAID's Resolution
H. Copy of Commission's Resolution
I. Copy of Landlord's Resolution

EXHIBIT A

Burholme Park / Fox Chase Cancer Center Development

DESCRIPTION OF BURHOLME PARK

EXHIBIT B

Burholme Park / Fox Chase Cancer Center Development

SITE PLANS SHOWING

B.1. PROJECT AREA

B.2. EXISTING CAMPUS

B.3. CAMPUS EXPANSION PHASES

B.4. PROJECT AREA OVERLAP WITH GOLF FACILITY

Exhibit B.1.

Project Area

Exhibit B.2.

Existing Campus

Exhibit B.3.

Campus Expansion Phases

Exhibit B.4.

Project Area Overlap With Golf Facility

EXHIBIT C

Burholme Park / Fox Chase Cancer Center Development

DESIGN GUIDELINES

May 23, 2006

I. Introduction

In response to "A Partnership Proposal for Community Growth," presented by the Fox Chase Cancer Center (Fox Chase) to the Fairmount Park Commission (the Commission) in February 2005, the Commission entered into negotiations with Fox Chase to determine if a plan could be developed to allow for Fox Chase's expansion needs over the next two decades, while preserving key elements of Burholme Park, and providing for replacement lands for park use. The resulting Commission resolution, adopted on March 9, 2005, documented the general terms under which an agreement could be executed.

Included in those general terms were two items, in Section 1 of the resolution, related to design and planning of the proposed site and buildings:

> "H. Until Fox Chase initiates a phase of work, all land attributable to that phase must remain in the control of Fairmount Park Commission for recreation use."
>
> "I. All construction by Fox Chase must be governed by design guidelines mutually acceptable to the Commission and Fox Chase, including but not limited to the appearance of buildings, placement, buffers, landscaping, height, and other design aspects."

These Design Guidelines are to be attached as an Exhibit to the Ground Sub-Sublease Agreement between the Fairmount Park Conservancy and Fox Chase.

The Guidelines which follow were adopted by mutual agreement of the Commission and Fox Chase to fulfill the terms of the Commission resolution quoted above.

II. Design Review Process / Design Review Committee

A. *Approval by Design Review Committee and the Commission:* When Fox Chase intends to erect any building or other improvement on any portion of the Premises, or substantially alter the exterior portion of the Premises or substantially alter the exterior appearance of or expand any building or other improvement, Fox Chase shall prepare an architectural submission to the Design Review Committee ("Committee" as described below) for review to determine conformity with the Design Guidelines set forth in sections III -V below.

B. *Number and Type of Submissions:* Design issues that fall under these Design Guidelines are to be submitted by Fox Chase to the Committee at the completion of Schematic Design, then again at 50% and 90% completion of Construction Documents. Submissions to the Committee shall include plans, sections, elevations and perspective views of exteriors and the building envelope, site and utility plans, vehicle and pedestrian circulation, and landscape plans and materials, at an appropriate scale. The Committee may require the submission to include a model (either physical or computer-generated), mock-ups, and/or material sample literature "cuts", if the Committee deems such elements necessary to fully understand Fox Chase's proposed work.

C. *Timing of Reviews:* The Design Review Committee shall have thirty (30) business days after receipt to review and approve or disapprove each submission. The Committee shall have the right to be included by request, in an advisory capacity, in the review of exterior wall and material mockups and such other design elements that have an impact on Burholme Park as a whole (including but not limited to reviewing such items in the field at the Project Area). The Committee shall have seven days from reviewing the exterior walls, materials, and mockups to provide comments to Fox Chase.

D. *Membership in the Design Review Committee:* The Committee shall consist of three members of the Fairmount Park professional staff, three members of the Fox Chase Cancer Center design and executive staff, and one member, jointly selected by the other six members, who shall be suitably experienced in architecture, land planning and park-related design.

III. Site Planning Guidelines for the Fox Chase Master Plan for Development

A. *Conformance with updated Fox Chase Master Plan:* All proposed work shall conform to the Master Plan (as defined in the Lease) which shall take into account Fox Chase's proposed development and phasing. The Master Plan shall also form the basis of submissions to the City for approval as an Institutional Development District. Future master planning and site planning prepared by or for Fairmount Park with specific respect to Burholme Park shall include a representative of Fox Chase in an informal advisory capacity.

B. *Order of Development:* The earlier phases of Fox Chase's expansion shall be kept closer to Fox Chase's existing buildings and to the northwest edge of development where it would meet the heavily wooded area to the north and west. Such planning will keep more of the existing Burholme Park intact for a longer period. Also, should future phases not be developed, the minimum amount of parkland will have been converted to Fox Chase's use.

C. *Visual Shielding of New Buildings:* New buildings shall be located and constructed in a manner that, to the extent possible, they take advantage of the natural canopy of trees in Burholme Park to create a sheltering, human-scaled environment.

D. *Protection of the Playground area and the Ryerss Museum parking lot:* Unless provision is made for relocation of the Playground at Fox Chase's expense, new buildings shall be located such that the Playground area and the Ryerss Museum parking lot are left substantially unchanged.

E. *Minimization of Surface Parking:* To the extent possible, surface parking shall be minimized by building some parking underground.

F. *Road and Drives:* Road and drives shall be kept at a minimum width consistent with safety, so as to minimize their visual impact, to provide for "traffic calming," and thus to allow for safe pedestrian crossings. Roads and drives shall be designed so they do not act as barriers to the use of contiguous areas of parkland.

G. *Replacement of the Picnic Area:* At such time that a phase of development calls for the replacement of the Picnic Area with new development by Fox Chase, a new picnic area shall be constructed within Burholme Park or within the immediate neighborhood area, at Fox Chase's expense.

H. *Maintaining a "Park-Friendly" Edge to Development:* Fox Chase's expansion shall be accomplished with designs that do not separate Fox Chase from Burholme Park, but rather bring the two elements together. There shall be no "fenced or gated campus", and any site planning shall allow the public and Burholme Park visitors to pass through Fox Chase to and from Burholme Park, after completion of construction of each development phase. Similarly, all site plans shall be prepared in a manner which encourages Fox Chase's staff to circulate through, and take advantage of Burholme Park.

IV. Landscaping and Fox Chase / Burholme Park Interface

A. *Protection of the Character-Defining Trees and Forest Cover:* To the extent possible, Fox Chase's improvement will respect the trees and forest cover which now help to define Burholme Park. Landscape plans submitted to the Design Review Committee shall define tree and root protection zones to be established during any phase of construction.

B. *Tree Replacement:* In recognition of the fact that some trees will of necessity be removed for new development, two (2) trees of a minimum of 4 inch caliper (at average chest height) shall be planted, at Fox Chase's expense, for each tree removed by the development process. All tree removals, relocations and replacements shall be shown on landscape plans and submitted to the Design Review Committee. To the extent that mature trees can be relocated to another area of Burholme Park, this shall be done at Fox Chase's expense. It is contemplated that only mature, healthy trees of 10 inch diameter or less will be considered for relocation, provided that relocation is otherwise practicable,

and also not significantly more costly than replacing the original tree with two smaller trees of a minimum of 4 inch caliper (at average chest height).

C. F*ox Chase/Burholme Park Interface:* Landscaping shall be designed to maintain a "park-friendly" edge to any phase of development.

D. Native Species. Landscaping shall include only species indigenous to Southeastern Pennsylvania. If trees, bushes, grasses, or other plants are used that are not indigenous to Southeastern Pennsylvania, then the Commission, as its sole and exclusive remedy, may require Fox Chase to remove the non-indigenous plants and replace the same with indigenous plants, and Fox Chase must promptly do so.

E. Maintenance. Fox Chase must, at its sole cost and expense, contract with the vendor of replacement trees to provide necessary and prudent care of the replacement trees for two years following their planting, including but not limited to watering, pruning, and other measures common in the tree planting industry. Where Fox Chase relocates a mature tree in accordance with these guidelines, Fox Chase shall, at its sole cost and expense, contract for appropriate follow-up care for each such tree for two years following its relocation.

V. Architectural Elements

A. Maintaining a "Park-Friendly" Edge to Development: Many of the great parks of the world have "friendly" edges which work in concert with large-scale development of the type envisioned by Fox Chase. Good local examples include the sidewalk cafes in front of the tall buildings on the east side of Rittenhouse Square, the five-story residential structures in the Parkside National Register Historic District bordering Fairmount Park across from Memorial Hall, and the pedestrian friendly terraces and viewpoint from such monumental buildings in our parks such as the Philadelphia Museum of Art. Each phase of the new structures at Fox Chase must be designed so they serve as a welcoming, and attractive edge to the Park.

B. Architectural Elements: **The new buildings must have "park-friendly" facades**. Such facades shall be characterized by

1. buildings whose facades are, individually and collectively, broken into multiple **human-scaled elements** rather than elements of a monolithic nature.

2. buildings with many windows and glazed doors, which **avoid blank walls** facing Burholme Park. It is especially important that these door and window elements continue to the ground floor and their related terraces, even if they are not to be used by the general public.

3. buildings which use **"warm" materials**, and whose facades do not have an excessive amount of concrete nor glass. Warm masonry materials including brick and stone are preferred.

4. buildings that work as a **park edge** in all phases. Such buildings relate well to their park surrounding, and look and feel "finished," even if they are part of an intermediate phase of development.

5. buildings which have **terraces** where their exterior walls come down to meet Burholme Park. Such terraces would be open to general public park users and Fox Chase staff and visitors, and would be accessible both directly from Burholme

Park, as well as from the buildings. They would be in the range of 15-20' in width with a railing which will help to give a sense of overlooking Park activity. Should a building facing Burholme Park with the required terraces later become an interior structure within Fox Chase's campus because of Fox Chase's development of a future phase, the new perimeter buildings facing Burholme Park in the future phase shall have terraces as required by this section.

C. *Height of Buildings:* Fox Chase contemplates constructing buildings from four (4) to nine (9) occupied stories in height above finished grade. The shorter buildings, to the extent possible, shall be located at the Fox Chase / Burholme Park interface, with the taller buildings behind. Building height shall be in conformance with an approved Institutional Development District based upon the Fox Chase Master Plan.

EXHIBIT D

Burholme Park / Fox Chase Cancer Center Development

ECONOMIC OPPORTUNITY PLAN

May 23, 2006

Fox Chase Cancer Center

Long Term Expansion Plan

ECONOMIC OPPORTUNITY PLAN

Prepared: November 21, 2007

Fox Chase Cancer Center

Economic Opportunity Plan

I. Project and Plan Introduction

Fox Chase Cancer Center ("FCCC") has the intention of entering into a long-term ground lease with development rights to property owned by the City of Philadelphia for the purposes of expanding its operations for the treatment of cancer and cancer research.

The purpose, standards and procedures of this Economic Opportunity Plan (the "Plan") expressed by Fox Chase Cancer Center as set forth herein. Participants shall include professional services providers and their respective consultants, the general contractor or construction manager retained by Fox Chase Cancer Center to construct the Project (the "General Contractor") and the General Contractor's subcontractors, and all vendors of supplies, services, equipment and materials for the Project (collectively, the "Participants" and each a "Participant").

It is the intent of Fox Chase Cancer Center to use good faith efforts and to require all of its Participants to use good faith and nondiscriminatory efforts to provide either joint venture partnerships, sub-consulting and/or sub-contracting opportunities for minority, women and disabled disadvantaged business enterprises (collectively, "M/W/DBE or M/W/DBEs") as certified by the City of Philadelphia's Minority Business Enterprise Council ("MBEC"). In all phases of the Project, Fox Chase Cancer Center will require that all Participants commit to the foregoing.

Neither Fox Chase Cancer Center nor any Participant shall discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, or handicap in the award and performance of contracts pertaining to the Project or with respect to any and all related employment practices. All Participants in the Project shall observe and be subject to the enforcement of all relevant City of Philadelphia, Commonwealth of Pennsylvania and federal laws, ordinances, orders, rules and/or regulations regarding M/W/DBEs and locally-based business enterprises. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable laws, to ensure that M/W/DBEs are afforded a meaningful and representative opportunity to participate in contracts relating to the Project.

For the purposes of this Plan, the term "minority" shall refer to the following: African American or Black (all persons having origins in any of the Black African racial groups); Hispanic/Latino (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race); Asian and Pacific Islander (all persons having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos,

Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, Hong Kong, India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and Native Americans (which includes all persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians).

Agencies and representatives of the City of Philadelphia and/or Commonwealth of Pennsylvania may be consulted regarding the appropriate inclusion of M/W/DBE firms and socially/economically disadvantaged professionals in this Project as outlined in this Plan and with regard to its implementation.

II. Procedures for Determination

A. Project Scope.

This Plan shall apply to contracts awarded by Fox Chase Cancer Center and sub-contracts awarded by its Participants.

B. Duration.

This Plan shall apply to contracts awarded and procurements by Fox Chase Cancer Center and all Participants throughout the entire length of construction.

C. Statement of Objectives.

The Objectives set forth in the Plan shall be incorporated in all requests for proposals, bid packages and solicitations for the Projects and communicated to all Participant levels.

D. Good Faith Efforts.

Participants shall reasonably exhaust the use of good faith efforts as defined hereunder to provide appropriate participation and utilization opportunities for M/W/DBE firms. All Project contractors and vendors will be required to do likewise, consistent with best and sound procurement practices, and with applicable law. *Good faith efforts* will be deemed adhered to when a Participant meets the criteria set forth in this section and demonstrates and documents its efforts throughout the length of the Project. If the established ranges for inclusion of M/W/DBE firms are not met, a Participant must submit a Subcontracting/Vendor Plan showing how *good faith efforts* were made to achieve said ranges. This plan must include, but not be limited to, the following:

- Written request for assistance to Fox Chase Cancer Center three (3) business days prior to the bid due date.

- Solicitation through newspapers, periodical advertisements, job fairs, etc. that focus on construction and are minority-owned and/or focused.
- Telephone logs.
- Evidence of solicitation to qualified and MBEC certified M/W/DBE firms.
- Bid results and reasons as to why no awards were made to M/W/DBE firms.
- Use of City/MBEC-certified business firms via their directory.
- Correspondence between contracting firm and any M/W/DBE firms.
- Attendance logs and/or records of any scheduled pre-bid or pre-proposal meetings.
- Specific, general and technical assistance offered and provided to M/W/DBE firms related to their portion of the project.
- Proof there was notification of and access to bid documents at company or other office locations for open and timely review.

E. Monitoring of *Good Faith Efforts*.

Requirements relative to monitoring of *good faith efforts* of Participants engaged in the Project shall be established by Fox Chase Cancer Center in consultation with appropriate city, state and federal agencies and/or private professional entities to include the following:

1) Participants shall submit copies of signed contracts and purchase orders with M/W/DBE subcontractors.

2) Participants shall be ready to provide evidence of payments to their subcontractors, sub-consultants and supply vendors for participation verification. This documentation should be provided monthly or included with every request for payment to Contractors.

3) At the conclusion of work, the Subcontractor shall provide a statement or other evidence of the actual dollar amounts paid to M/W/DBE subcontractors.

4) All On-site Contractors shall be prepared to submit "certified" payrolls listing the following items for all on-site employees to the extent permitted by applicable laws and regulations:

1. Full name
2. Full address
3. Trade classification (e.g., laborer, carpenter, apprentice, electrician, plumber, and foreman)
4. Gender
5. Race
6. Hours worked
7. All withholding (e.g., laborer, local, state, FICA, etc.)
9. Name of Contractor and Indication of Prime for Subcontractors
10. Name of Project

5) Certified payroll reports shall be signed by an authorized company officer.

6) The Participant shall comply with all applicable requirements of any federal, state or local law ordinance or regulation relating to contract and payroll compliance.

F. Documentation of *Good Faith Efforts* and Compliance.

Two components have been established to facilitate the inclusion of M/W/DBE firms as contractors and vendors, and minority/female/local residents as Project site workforce participants:

1) *M/W/DBE contracting and vending participation levels*: the basis for each determination will be the total dollar amount of the bid/contract OR the total dollar amount of the bid/contract for the identified Project task.

2) *Minority/Female/Local Resident Employment Participation Levels*: the basis for each determination will be the projected total on-site field employee hours divided by the number of minority, female and local residents' employee hours anticipated to be performed on the Contractor's payroll, and each of the Contractor's on-site subcontractors payrolls.

G. Oversight Committee.

Fox Chase Cancer Center, in consultation with the District Councilperson, any appropriate agencies and entities, will establish and identify the members of a Project Oversight Committee, including representatives from Fox Chase Cancer Center and/or the General Contractor and Construction Manager, Minority Business Enterprise Council, Organized Building Trades, and the District Councilperson. Participants will engage in monitoring, reporting and problem solving activities which are to include regular meetings to address all matters relevant to further development of the Plan, carrying out its implementation and the successful completion of the Project.

The first meeting of the Project Oversight Committee may be called by Fox Chase Cancer Center within one (1) month of the initiation of this Project and shall meet on a regular basis during all phases of the Project. Participants will engage in monitoring, reporting and problem solving activities which are to include regular meetings to address all matters relevant to further development of the Plan, carrying out its implementation and the successful completion of the Project.

III. Certified M/W/DBE Firms

A. Only businesses that are owned, managed and controlled, in both form and substance, as M/W/DBE firms shall participate in this Project's Economic Opportunity Plan. To ensure this standard, all businesses, including joint ventures, must be certified by the Philadelphia Minority Business Enterprise Council (MBEC) or members of the Pennsylvania Unified Certification Program (UCP). Both agencies are authorized to certify such enterprises.

. **B.** M/W/DBE certification should not be the sole determination of a Bidder's or Contractor's financial or technical ability to perform specified work. Fox Chase Cancer Center reserves the right to evaluate the Contractor's or Subcontractor's ability to satisfy financial, technical, or other criteria separate and apart from said certifications before bid opening. Pre-qualification conditions and requirements shall be conveyed in a fair, open and non-discriminatory manner to all.

C. Fox Chase Cancer Center recognizes that M/W/DBE certifications may expire or the firm may experience de-certification by an authorized governmental entity. Certifications that expire during a firm's participation on a particular phase of the Project may be counted toward overall goals for participation ranges. However, said firm MUST become re-certified prior to consideration for future goal credit in the Project's Plan. If a firm has been de-certified, said firm would not be eligible to participate.

D. A M/W/DBE submitting as the prime contractor is required, like all other Participants, to submit a bid and/or RFP that is responsive to the Reauthorized Executive Order 02-05, and applicable law, and will only receive credit, in its certification category, for the amount of its own work or supply effort on the specified work in the bid and or RFP. In order to maximize opportunities for as many businesses as possible, a firm that is credited in two or more categories (e.g. MBE and WBE, or WBE and DBE) will only receives credit as either an MBE or WBE or DBE. The firm will not be credited toward more than one category. Bidders/Respondents will note with their submission which category, MBE or WBE or DBE, is submitted for credit.

E. Should Fox Chase Cancer Center enter into Joint Venture relationships with certified M/W/DBE firms, these firms must meet the following criteria in order to receive credit towards participation goals:

1) The M/W/DBE partner(s) must be certified by MBEC, UCP or a qualified governmental agency authorized by law to certify such enterprises prior to proposal/bid submission.

2) The M/W/DBE partner(s) must be substantially involved in significant phases of the contract including, but not limited to, the performance (with its own work force) of a portion of the on-site work, and of administrative responsibilities, such as bidding, planning, staffing and daily management.

. **3)** The business arrangements must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their respective ownership interests).

4) If a certified partner is an MBE, WBE or DSBE, the participation will be credited only to the extent of the partner's ownership interest in the joint venture; there may remain a requirement to meet M/W/DBE goals.

IV. Non-Compliance

A. In cases where Fox Chase Cancer Center has cause to believe that a Participant, acting in good faith, has failed to comply with the provisions of the Plan, Fox Chase Cancer Center in consultation with the Project Oversight Committee and with the assistance and consultation of the appropriate agencies and professional entities, shall attempt to resolve the noncompliance through conciliation and informal talks.

B. In conciliation, the Participant must satisfy Fox Chase Cancer Center and the Project Oversight Committee that said Participant has made its *good faith efforts* to achieve the agreed upon participation goals by certified M/W/DBE firms. *Good faith efforts* on the part of the Participant/Contractor shall include:

. **1)** Entering into a contractual relationship with the designated M/W/DBE firm in a timely, responsive and responsible manner, and fulfilling all contractual requirements, including payments, in said manner.

2) Notifying all parties, including Fox Chase Cancer Center, the M/W/DBE firm, the Project Oversight Committee and all relevant Participants, of any problems in a timely manner.

3) Requesting assistance from Fox Chase Cancer Center and/or the Project Oversight Committee in resolving any problems with any M/W/DBE firm.

4) Making every reasonable effort to appropriately facilitate successful performance of contractual duties by a M/W/DBE firm through timely, clear and direct communications.

C. In cases where Fox Chase Cancer Center and/or the Project Oversight Committee has cause to believe that any Participant has failed to comply with the provisions of the Plan, they shall conduct an investigation.

D. After affording the Participant notice and an opportunity to be heard, Fox Chase Cancer Center and/or the Project Oversight Committee are authorized to take corrective, remedial and/or punitive action. Such actions may include, but are not limited to:

1) Declaring the Participant as non-responsible and/or non-responsive, with a determination as ineligible to receive the award of a contract, continue a contract and/or ineligible for any other future contracts affiliated with this Plan;

2) Suspending the violating Participant from doing business with the Owner;

3) Withholding payments to the violating Participant; and/or

4) Pursuing and securing any relief which Fox Chase Cancer Center and/or the Project Oversight Committee may deem to be necessary, proper, and in the best interest of the Owner and the Project, consistent with applicable policy and law.

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V. Participation Goals and Ranges

The following Professional Services contract goals have been set for the combined Project:

Contracts	Minority Owned	Female Owned	Disabled Owned
Professional Services	20%	10%	Encouraged

The following Construction Contract goals have been set for the combined Project:

Contracts	Minority Owned	Female Owned	Disabled Owned
Construction	25%	20%	5%

The following Operations and Maintenance ranges have been set for the Project:

Operations and Maintenance	Minority Owned	Female Owned	Disabled Owned
Contractors	25%	20%	5%

The following employment ranges have been set for the Project:

Employment	Local Residents	Minorities	Females	Disabled
Construction Workforce	20%	25%	6%	2%

_____ _____

Fox Chase Cancer Center Date

By: Fox Chase Cancer Center
Thomas Garvey, Vice President

EXHIBIT E

Burholme Park / Fox Chase Cancer Center Development

FORM OF MEMORANDUM OF LEASE

[To follow.]

EXHIBIT F

Burholme Park I Fox Chase Cancer Center Development

COPY OF THE CITY ORDINANCE

[To follow.]

EXHIBIT G

Burholme Park / Fox Chase Cancer Center Development

COPY OF PAID'S RESOLUTION

[To follow.]

EXHIBIT H

Burholme Park / Fox Chase Cancer Center Development

Copy OF COMMISSION'S RESOLUTIONS

July 24, 2006 and February 8, 2008

By the Fairmount Park Commission

A resolution regarding Burholme Park -Monday, July 24, 2006

Background:

A. On March 9, 2005, the Commission passed a resolution that authorized the Commission President and Fairmount Park Executive Director to execute one or more agreements that would permit the Fox Chase Cancer Center ("Fox Chase") to use up to 19.4 acres of Burholme Park to expand Fox Chase's research and treatment facilities.

B. The Commission's resolution of March 9, 2005, required that certain conditions and provisions be incorporated into any proposed agreements with Fox Chase.

C. The Commission's resolution of March 9, 2005, further required that all final agreements between the Commission and Fox Chase are subject to the prior review and approval of the Commission by resolution.

Accordingly, the Fairmount Park Commission resolves:

1. In accordance with its resolution of March 9, 2005, the Commission approves the proposed sub-sublease between the Fairmount Park Conservancy ("Conservancy") and Fox Chase Cancer Center ("Fox Chase") as presented to the Commission today.

The sub-sublease shall incorporate the changes discussed by Commission counsel and publicly confirmed by Fox Chase officials regarding the following:

a. If Fox Chase doesn't pay the Base Rent on time, Fox Chase will pay interest on the Base Rend from the due date until payment at Prime plus 4%;

b. Fox Chase will provide notice to the City and Fairmount Park Commission each time it makes a Permitted Transfer;

c. The Design Review Committee shall have 7 days to review and comment of Fox Chase's proposed materials and mock ups; and

d. It shall be a condition precedent to Fox Chase exercising any of its Expansion Options that Fox Chase have fulfilled its obligations under Article 26 (regarding Additional Consideration), in addition to the other conditions precedent

As enacted. Includes material after Section 1 added at Commission meeting.
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to the Expansion Options listed in Section 1.7.2.1.A. Those conditions precedent will apply to exercise of all the Expansion Options, not just those for Phases 3, 4, and 5.

2. The Commission authorizes the Commission President and Executive Director of Fairmount Park to negotiate and execute all additional agreements that are necessary to enable execution of the sub-sublease by the Conservancy and Fox Chase.

3. The City Solicitor is authorized to make such corrections and changes to the sub-sublease as the City Solicitor determines are in the best interests of the Commission and the City, except that any change which the Commission President determines is material is subject to the prior review and approval of the Commission by resolution.

4. The Commission President and Executive Director, together with the City Solicitor and other City officials, are authorized to take all actions necessary and desirable to complete the agreements authorized by this resolution, including but not limited to petitioning the Court of Common Pleas, Orphans' Court Division, for such approval as may be required by Pennsylvania law.

By the Fairmount Park Commission

A resolution regarding Burhome Park – Friday, February 8, 2008

Background:

A. On July 24, 2006, the Commission passed a resolution ("**2006 Resolution**") approving a form of sub-sublease between the Fairmount Park Conservancy and Fox Chase Cancer Center. Under the sub-sublease, Fox Chase could lease up to 19.4 acres of Burholme Park.

B. The 2006 Resolution also authorized the Commission President and Executive Director of Fairmount Park to negotiate and execute all additional agreements that are necessary to enable execution of the sub-sublease by the Conservancy and Fox Chase.

C. More than 18 months have passed since the 2006 Resolution, and circumstances have changed that require adjustment of some of the provisions in the sub-sublease approved by the 2006 Resolution.

D. The Commission President, together with the Mayor, other Commissioners, and other City officials, have negotiated changes to provisions of the sub-sublease.

E. The proposed revisions to the sub-sublease as previously approved by the Commission are set forth in a chart prepared by the Commission solicitor and presented to the Commission today.

Accordingly, the Fairmount Park Commission resolves:

1. The Commission approves revisions to the sub-sublease between the Fairmount Park Conservancy ("**Conservancy**") and Fox Chase Cancer Center ("**Fox Chase**") as set forth in the chart prepared by the Commission solicitor, presented to the Commission today, and attached as **Exhibit A** to this resolution.

2. The Commission authorizes the Commission President and Executive Director of Fairmount Park to negotiate and execute all additional agreements that are necessary to enable execution of the sub-sublease by the Conservancy and Fox Chase.

As enacted. Includes material after Section 1 added at Commission meeting.
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3. The City Solicitor is authorized to make corrections and changes to the sub-sublease as the City Solicitor determines are in the best interests of the Commission and the City, except that any change which the Commission President determines is material is subject to the prior review and approval of the Commission by resolution.

4. The Commission President and Executive Director, together with the City Solicitor and other City officials, are authorized to take all actions necessary and desirable to complete the agreements authorized by this resolution, including but not limited to petitioning the Court of Common Pleas, Orphans' Court Division, for any approval as may be required by Pennsylvania law.

5. Except as modified by this resolution, including the provisions set forth in Exhibit A, the 2006 Resolution remains in effect.

EXHIBIT I

Burholme Park / Fox Chase Cancer Center Development

COPY OF LANDLORD'S RESOLUTION

[To follow.]