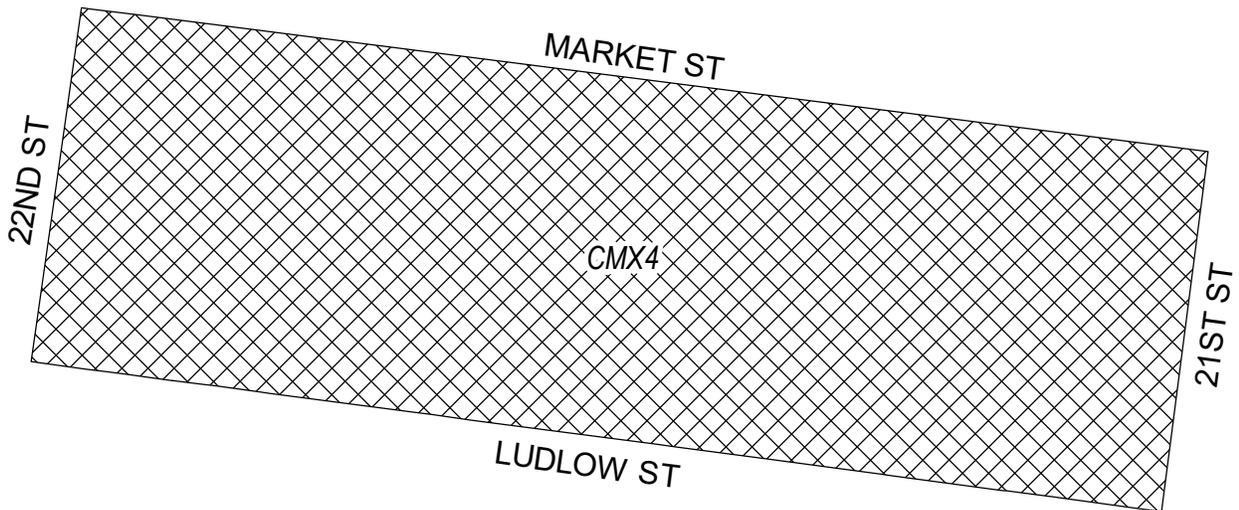


Map A Existing Zoning

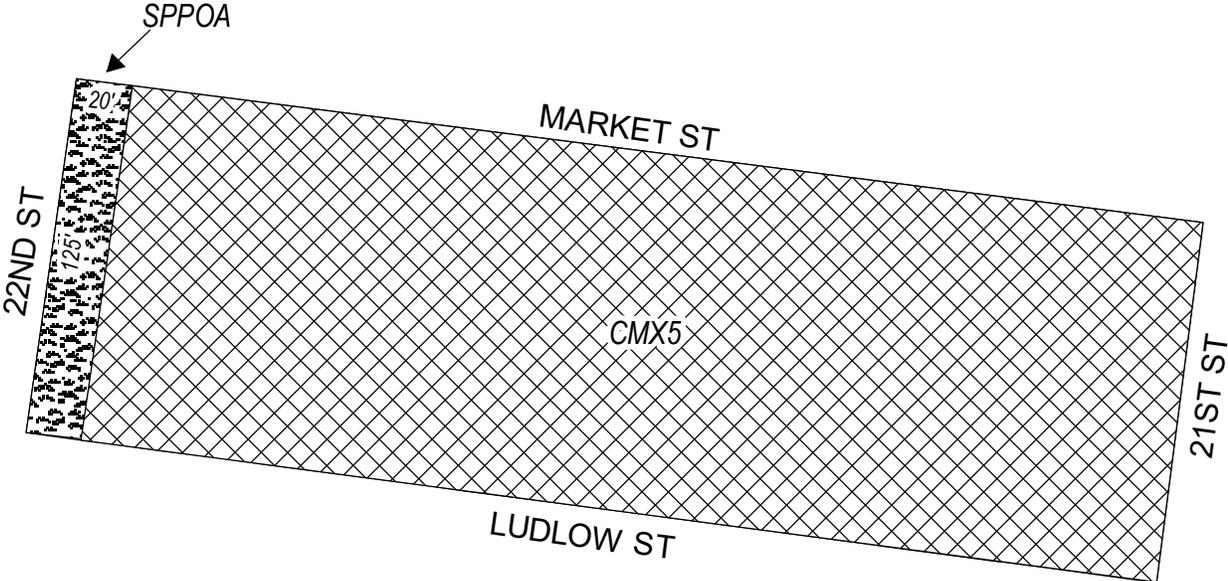


Zoning Districts

 CMX-4, Commercial Mixed-Use



Map B Proposed Zoning



Zoning Districts

-  CMX-5, Commercial Mixed-Use
-  SP-PO-A, Parks and Open Space



EXHIBIT A

Project name: 2120 Market Street
Name of developer: Brandywine Realty Trust
Headquarters location: FMC Tower 2929 Walnut Street 17th Floor, Philadelphia, PA 19104
No. employees: 335
Annual revenues: \$10,000,000
Project budget (construction): Approx. \$165 Million
Project budget (professional services): \$5 Million

**City of Philadelphia
Economic Opportunity Plan**

2120 Market Street

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I. Introduction and Definitions

The City of Philadelphia strongly encourages the use of certified Minority ("MBE"), Women ("WBE"), Disabled ("DSBE") and Disadvantaged ("DBEs") Business Enterprises (collectively, "M/W/DSBEs") and minority and female workers in all aspects of 2120 Market Street (the "Project") located at 2120 Market Street, Philadelphia PA 19103 ("the Site") which may include financial investment, design, construction, and operations.¹ In support of this objective, the City of Philadelphia will require that the 2100 Market LP (the "Owner") commit to this Economic Opportunity Plan ("EOP" or "Plan"). This Plan contains ranges of projected M/W/DSBE utilization and goals for the employment of minority and female workers in connection with the Project at the Site. This Plan shall be a part of and incorporated into the resulting agreement(s) with the owners of 2120 Market Street.

The Owner hereby verifies that all information submitted to the Office of Economic Opportunity ("OEO") in response to this Plan is true and correct and takes notice that the submission of false information is subject to the penalties of 18 PA C. S. Section 4904, relating to unsworn falsification to authorities and 18 PA C. S. Section 4107.2 (a)(4), relating to fraud in connection with minority business enterprises or women's business enterprises.

For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by OEO. Only the work or supply efforts of firms that are certified as M/W/DSBEs by an OEO-approved certifying agency will be eligible to receive credit as a Best and Good Faith Effort.² In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory.

For this Plan, the term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives herein stated. Best and Good Faith Efforts are rebuttably presumed met when commitments are made within the M/W/DSBE participation ranges established for the Project and a commitment is made to employ a diverse workforce as enumerated herein.

II. Project Scope

Mixed use approx. 533,000 SF new construction tower, 24 floors / approximately 326,000 sf of office and 147 residential units planned. The project will include below ground parking, a lobby each for the office and residential uses, along with retail on the first and second floor.

III. Goals

A. M/W/DSBE Participation Ranges

As a benchmark for the expression of "Best and Good Faith Efforts" to provide meaningful and representative opportunities for M/W/DSBEs in the Project, the following participation ranges have been established. These participation ranges represent, in the absence of discrimination in the solicitation and

¹ Disadvantaged Business Enterprises ("DBEs") are those socially or economically disadvantaged minority and woman owned businesses certified under 49 C.F.R. Part 26.

² A list of "OEO approved certifying agencies" can be found at www.phila.gov/oeo

selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable through the exercise of Best and Good Faith Efforts. These percentages relate to the good faith estimated cost of the entire Project. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g., MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The ranges are based upon an analysis of factors such as the size and scope of the Project and the availability of MBEs, WBEs, and DSBEs to participate in this development.

The following contract goals have been set for the Project:

Contracts	Minority Owned	Female Owned	DSBE	Total
Construction	25-30%	10-15%	BGFE	35-45%
Professional Services	15-20%	10-15%	BGFE	25-35%

B. Employment Goals

The Owner agrees to exhaust its Best and Good Faith Efforts to employ minority persons, by race and ethnicity, and females in its workforce of apprentices and journeypersons at the following levels:

African American journeypersons: 22% of all journey hours worked across all trades
 Asian journeypersons: 3% of all journey hours worked across all trades
 Hispanic journeypersons: 15% of all journey hours worked across all trades
 Female journeypersons: 2% of all journey hours worked across all trades

Minority apprentices: 50% of all hours worked by all apprentices
 Female apprentices: 5% of all hours worked by all apprentices

Local Residents
50%

The Owner will be required to submit to the City, no later than seven (7) days before the starting date of work on any such contract, a Workforce Diversity Goal Plan which shall include specific availability and utilization strategies for meeting the Workforce Diversity goals. The City's Labor Standards Unit shall have the responsibility of administering oversight of these Workforce Diversity Goals including evaluating the sufficiency of the Workforce Diversity Goal Plan, and monitoring the successful Bidder's Best and Good Faith Efforts towards realization of the goals throughout the duration of the contract.

IV. Equity Ownership

The Philadelphia Code 17-1603 requires that each Economic Opportunity Plan include information concerning the Equity Ownership (as defined) of (1) the contractor, developer and/or recipient of financial assistance required to submit the Plan; (2) participants (as defined) engaged by the contractor, developer and/or recipient of financial assistance; and (3) the eventual owner or owners of the project or contract to

which the Plan relates; and requiring periodic reports for the purpose of updating Equity Ownership information; all under certain terms and conditions.

Brandywine has created a Single-Purpose entity, 2100 Market LP, a Delaware Limited Partnership, of which Brandywine affiliates own 100% of the interests.

Type of Ownership	% Minority Owned	% Women-Owned	% Disabled Persons
Partnership	0%	0%	0%

Following the completion of the project, the project owner is responsible for meeting the reporting guideline identified in the Philadelphia Code.³

V. Diversity Practices

In compliance with Chapter 17-1603, the Economic Opportunity Plan shall contain a statement from the contractor, developer, and/or recipient of financial assistance summarizing past practices by identifying and describing examples of processes used to develop diversity at any/all levels of its organization including, but not limited to, Board and managerial positions. This statement shall also summarize strategic business plans specific to current or past practices of M/W/DSBE utilization on government and non-government projects and procurement.

I. Describe employment and recruitment policies used to achieve diversity in your workforce.

Brandywine Realty Trust is an equal opportunity employer and is committed to a fostering a culture of Diversity and Inclusion. We are continuously looking for ways to expand diversity both internally with our employee base, and externally with our suppliers, contractors, and vendors. Brandywine welcomes and values the uniqueness of each individual, regardless of race, religion, marital status, veteran status, genetic information, age, national origin, disability, gender, sexual orientation or any legally protected class.

Brandywine posts all job openings on our website <http://www.brandywinerealty.com>; on external job boards such as Linked-in, and Monster.com, which includes posting to multiple affiliated diversity websites and job boards (i.e., AfricanAmericanCareers.com, asianlife.com, military.com, hiredisability.com, etc.). We post all of our job openings with the local chambers such as The African American Chamber of Commerce, and the Greater Philadelphia Hispanic Chamber of Commerce. Our recruitment team is tasked with screening applicants and ensuring that qualified minority and female candidates are included in the interview process. Additionally, we include minorities and females on the internal interview team in all cases where possible. When

³ Per The Philadelphia Code 17-1603: *Continuing Reporting Requirements*.

(i) Within 30 days of each anniversary of the date that the Plan is finally certified, the contractor, developer and/or recipient of financial assistance shall file with the Chief Clerk of Council and the certifying agency an addendum to the original Plan that provides the Equity Ownership information required in subsection (g)(2), updated so that it is accurate as of the anniversary date. This requirement shall continue until the project is completed.

(ii) The final EOP report required pursuant to § 17-1604(2)(a) shall include updated Equity Ownership information that is accurate as of the date of the final report.

(iii) After the final EOP report has been filed, the owner or owners of the completed project shall have a continuing obligation to file a Statement of the owner's or owners' Equity Ownership within 30 days of each anniversary of the date that the final EOP report is submitted. The Statement shall be accurate as of the relevant anniversary date, and shall be filed with the Chief Clerk of Council and the certifying agency. No Statement shall be required if the completed project is not privately-owned.

utilizing staffing agencies, we request to see and interview qualified women and minority candidates for all jobs that we place with an agency.

In an effort to foster an inclusive working environment, Brandywine provides training to employees and new hires on Inclusion and Managing a Respectful Workforce.

2. Provide the race, gender, and residential (local) status of your:

	Total	Minority	Non-Minority	Male	Female	Phila Resident	Non Phila Resident
Directors	8	1	7	7	1	1	7
Management	153	19	134	97	56	15	138
General Workforce	182	56	126	109	73	25	157

3. Identify your organization's methods of solicitation and utilization of Minority, Woman and Disabled Businesses (M/W/DSBEs). Please be specific in describing outreach and any procurement policies that are focused on creating or sustaining business relationships with M/W/DSBEs.

Brandywine uses some combination of the following to ensure adequate solicitation and utilization of M/W/DSBEs on its projects:

- Engage Diversity Consultant (DC) at onset of project
- Setup Oversight Committee by selecting a Chairperson and including a Union Labor Leader
- Require bidding Construction Managers (CM) to provide BOP history for previous projects over past 3 years
- Selected CM, in consultation with DC, prepare bid list
- CM and DC prepare and implement strategy for bid announcement
- CM, DC & BON prepare bid packages with a goal towards smaller packages and phased work to allow for more inclusion opportunity.
- Hold meeting with Union Business Agents to introduce them to the project, review the EOP and review the bid list for their trades
- CM to include the BOP as both a bid and contract document
- BDN, CM & DC to emphasize EOP requirements during the sub trade pre-bid meetings.
- Require Potential Subcontractor to bring all minority vendors to De-scope/Pre-award meeting to explain their role. CM, DC & BON will be present
- BDN will not sign CM award letter without the EOP commitments being stated by each sub for both employment and contractual spending
- After the subcontract is awarded, kick-off meetings will be held with the sub and the EOP will be a top priority agenda item. These meetings will be held prior to the sub mobilizing. The subs Roadman or hiring individual must attend the meeting and review the proposed trade worker project staffing inconsideration of the BOP
- The onsite workforce will be monitored weekly by DC to check for crew composition. The results of these site visits will be given to CM in real time to address low participation numbers with the violating subs
- Certified payrolls are to be submitted to DC from CM, these are the official documents used to create the monthly report

- The monthly report will be reviewed at monthly BOP meetings that include DC, CM and BON. Good and bad trends will be to be discussed and the CM shall send letters and arrange meetings with subs who are not performing in accordance with the goals. DC, CM and BON would attend these meetings

4. What percentage of your company's total spend with vendors and suppliers is attributable to M/W/DSBEs? Please include a list of the largest M/W/DSBEs used by your organization in the last 12 months.

The total percentage of our company's total spend with vendors and suppliers attributable to M/W/DSBEs: 39%

A list of M/W/DSBEs used in the last 12 months:

<ul style="list-style-type: none"> • Hispanic Ventures 	<p style="text-align: center;">MBE:</p> <ul style="list-style-type: none"> • Lester Bailey • Larry McCrae Inc. 	<ul style="list-style-type: none"> • Bristol Industrial Corp
<ul style="list-style-type: none"> • Cameron Associates • Buttonwood Painting • Swipes Hauling • Struc-Tile • Blaszc Construction 	<p style="text-align: center;">WBE:</p> <ul style="list-style-type: none"> • Central Metals • Pioneer Contracting • HK Panel systems • Tri County Electrical Supply • John F. Scanlin Co. 	<ul style="list-style-type: none"> • Richard Fox Contractors • Bayshore Rebar • US Lumber • MEG Glass • Tracorp

5. Describe any initiatives made by your organization to increase investment and promote equity ownership by minorities and women.

VI. Responsiveness

A. The owner shall identify M/W/DSBE commitments and other agreements evidencing their intent to use Best and Good Faith efforts to employ minority persons and females at the levels stated herein. The identified commitments constitute a representation that the M/W/DSBE is capable of providing commercially useful goods or services relevant to the commitments and that the Owner has entered into legally binding commitments or other legally binding agreements with the listed M/W/DSBEs for the work or supply effort described and the dollar/percentage amounts set forth. In calculating the percentage of M/W/DSBE participation, the standard mathematical rules apply in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern.

B. M/W/DSBE commitments are to be memorialized in a written subcontract agreement. Letters of intent, quotations, contracts, subcontracts and any other documents evidencing commitments with M/W/DSBEs become part of and an exhibit to the Agreement resulting from the RFP.

C. OEO will review the owner's commitments for the purpose of determining whether Best and Good Faith Efforts have been made. OEO reserves the right to request further documentation and/or clarifying information at any time during the construction and development of the Project.

VII. Compliance and Monitoring of Best and Good Faith Efforts

A. The owner agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, upon the request of OEO, documentation relative to its implementation of the Plan, including the items described below:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation; and
- Telephone logs and correspondence relating to M/W/DSBE commitments.
- To the extent required by law, the Owner shall ensure that its on-site contractors maintain certified payrolls which include a breakout of hours worked by minority and female apprentices and journeymen. These documents are subject to inspection by OEO.

B. Prompt Payment of M/W/DSBEs

The owner agrees and shall cause its contractors to ensure that M/W/DSBEs participating on the Project receive prompt payment for their work or supply effort within five (5) days after receipt of payment from the project owner.

C. Oversight Committee

For this Project, an Oversight Committee ("Committee") must be established if the project budget exceeds five million dollars. With the sole discretion of the City, an oversight committee may consist of representatives from the Owner, representatives of the building trades, the construction manager, and the City which may include the Project site's district councilperson, OEO, and appropriate community organizations. The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.

D. Reporting

The owner agrees to file an annual report with the City of Philadelphia and City Council concerning the performance of the Economic Opportunity Plan through the duration of the Project. In addition, during construction, the Owner will provide "snapshot" reports containing updates for certain categories of information contained in its annual report on a monthly basis during construction. Snapshot reporting will include: (i) utilization of M/W/DSBEs, and (ii) the hiring and employment of minorities and females. All reports (quarterly & annually) provided to the City under this section will also be provided to the Office of Economic Opportunity.

VIII. Remedies and Penalties for Non-Compliance

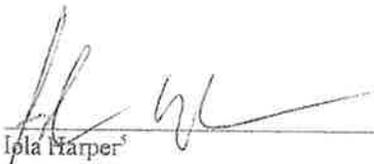
A. The owner agrees that its compliance with the requirements of this Plan is material to the Agreement. Failure to comply with the Plan may constitute a substantial breach of the Agreement and is subject to the remedies and penalties contained therein or otherwise available at law or in equity. Notwithstanding the foregoing, no privity of contract exists between the City and any M/W/DSBE identified in any contract resulting from implementation of the Plan. Neither the Owner nor the City intends to give or confer upon any such M/W/DSBE any legal rights or remedies in connection with subcontracted services under any law

or policy or by any reason of any contract resulting from implementation of the Plan except such rights or remedies that the M/W/DSBE may seek as a private cause of action under any legally binding contract to which it may be a party.



Date DEC 2, 2019

Jerry Sweeney⁴
CEO
Brandywine Realty Trust



Date 12/2/19

Iola Harper⁵
Deputy Commerce Director for the Office of Economic Opportunity
Department of Commerce
City of Philadelphia

⁴ The Owner's Representative is required to sign and date, but the City reserves the right to obtain the Owner's Representative signature thereon at any time prior to Plan certification. The Owner Representative will receive from the City a certified copy of its Plan which should be filed with the Chief Clerk of City Council within fifteen (15) days of the issuance and published by OEO, in a downloadable format, on the OEO website.

⁵ Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

EXHIBIT B



1900 Market Street - Fl 8 - Philadelphia, PA 19103
215-546-6719

www.centercityresidents.org
centercity@centercityresidents.org

November 17, 2019

VIA EMAIL AND MAIL

Hon. Darrell L. Clarke
City Hall, Room 313
Philadelphia, PA 19107

Re: CCRA Support for Rezoning 2116-38 Market Street

Dear Council President Clarke:

On behalf of the Center City Residents' Association (CCRA), I write to express CCRA's support for rezoning 2116-38 Market Street ("the Property") to CMX-5.

Brandywine Realty Trust ("Brandywine") seeks to develop the Property, which is currently zoned CMX-4 and is now utilized as a surface parking lot. For several months starting this past summer, Brandywine has engaged CCRA and other near neighbors about its plans to build a 550,000 square foot mixed-use commercial and residential tower on the Property. The dialogue has been warm and productive. Not only was CCRA excited to find out Brandywine plans to develop an area of Center City which has long been a "dead zone," but we were also delighted to learn that Brandywine intends to activate the street around the Property by renting the first two levels to retail or other commercial tenants.

However, the project cannot be built without a variance or an ordinance rezoning the Property from CMX-4 to CMX-5.

As a result of our discussions with Brandywine, we are happy to report that Brandywine and CCRA have entered into a Community Development and Benefits Agreement ("CDBA") under which Brandywine has agreed to design, construct, and operate the building in a manner that is respectful to the community. A copy of the fully executed CDBA is enclosed with this letter. Given Brandywine's commitment to working with the community and because it is clear their project will make the neighborhood a better place, CCRA supports Brandywine's efforts to rezone the Property. We look forward in continuing to work with Brandywine and the City for this project.

Please let us know if you have any questions or concerns.

Sincerely,

Maggie Mund
President

Board of Directors

President: Margaret Mund

Executive Vice President: Donna Cordner

Vice Presidents: Phillipa Campbell • Barbara Halpern • Charles Robin • Robin Sweet

Secretary: Richard Gross • Assistant Secretary: Lauren O'Donnell

Treasurer: Matthew Schreck • Assistant Treasurer: Paul Rathblott

Directors: Guy Aiman • Wade Albert • Michael Bowman • Jeff Braff • Elena Cappella • Paula C. Buonomo • Michele Ettinger • Kate Federico • Richard Frey • Matthew Fontana • Ayanna Haskins • Stephen Huntington • Amy Jared • Susan Kahn • Douglas Mellor • Harvey Ostroff • Nathaniel Parks • Nan Robinson • David Rose • Julie Wertheimer • Dawn Willis • Ben Zuckerman

Encls.

- cc. Paul Commito, Senior Vice President – Development, Brandywine Realty Trust
- Anne Fadullon, Chair, Philadelphia City Planning Commission
- Janice Woodcock, Co-Chair, CCRA 23rd and Market Streets Major Development Task Force
- Wade Albert, Co-Chair, CCRA 23rd and Market Streets Major Development Task Force
- Charles Robin, Chair, CCRA Re-Mapping Task Force

COMMUNITY DEVELOPMENT AND BENEFITS AGREEMENT

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

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

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

WHEREAS, Developer is the developer of the Project;

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

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

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

1. **Design Plans and Specifications**. Owner and Developer will agree to develop the Project substantially in accordance with the plans attached to this Agreement as Exhibit "A" (hereinafter "the Current Plans") with respect to general massing, design signage, and materials visible on the proposed building's exterior, subject to any and all necessary modifications that may be required or requested in connection with obtaining any zoning ordinance(s), approval(s), and/or permit(s) from the City of Philadelphia and/or any other governmental agency (hereinafter, "Necessary Modifications"). Notwithstanding the foregoing, and subject to all such Necessary Modifications, the final plans for the Project shall have at least the following parameters:

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

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

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

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

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

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

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

- (k) **Public Space.** The public space located on private property at grade will be open to the public at reasonable times. This includes the public space adjacent to the June 5th Memorial Park. The Parties understand and agree that Developer has the right to implement and enforce reasonable rules and policies relating to use and security of the public space.
- (l) **Exterior Design at Grade.** The exterior materials and treatments will be reviewed by CCRA prior to the presentation to Civic Design Review. The spaces at grade along Market Street will be mostly transparent to the sidewalk and the interior activities will be mostly visible.

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

- (a) CCRA shall affirmatively support the Owner's efforts to re-designate and re-map the zoning classification for the Property from a CMX-4 to a CMX-5 Commercial Zoning District by way of City Council legislative Bill/Ordinance. For the avoidance of doubt, such affirmative support shall include, but shall not be limited to, submitting a letter of support of the proposed zoning re-classification to Philadelphia City Councilperson Darrell L. Clarke, or any such person who may succeed him as the District City Councilperson for the Property. In addition, at the request of Owner and/or Developer, CCRA shall offer written and/or oral testimony at any hearing of Philadelphia City Council on such Bill/Ordinance, or any meetings of any Commission, department board, or agency of the City of Philadelphia, to indicate CCRA's support for the zoning re-classification.
- (b) Except as otherwise provided by this Agreement, CCRA shall not protest, oppose, contest, or appeal any application for a permit, licensing, or approval submitted by or on behalf of Owner and/or Developer with respect to the Project, including but not limited to, any application relating to zoning, planning, streets, building, art, historic, or utilities. Except as otherwise provided by this Agreement, at the request of Owner and/or Developer, CCRA shall write to and/or send a representative to appear before any governmental commission, department, board or agency to testify or otherwise indicate CCRA's support for any application for a permit license, or approval submitted by or on behalf of Owner and/or Developer in connection with the Project.
- (c) In the event CCRA appeals or opposes of any permit, license, or approval obtained by or on behalf of the Owner in breach of Sections 4(a) or (b) of this Agreement, Owner and Developer shall have the right to unilaterally terminate this Agreement and all of its obligations hereunder.

5. Communications.

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

6. Construction Activity.

- (a) Owner and/or Developer shall provide near neighbors (including, the Murano Condominium, PMC Property Group, and the College of Physicians of Philadelphia) with a proposed construction schedule prior to the commencement of construction work for the Project. Once construction begins, to the extent any material and adverse schedule changes are made, Owner and/or Developer shall provide such near neighbors with an updated construction schedule.
- (b) Owner and/or Developer shall use commercially reasonable efforts to cause its contractors, subcontractors, material suppliers, and agents to conduct construction activities and construction-related deliveries at the Property in such manner as to limit, to the extent reasonably possible, the raising and spreading of debris and dust which may migrate from the Property to the neighboring properties.
- (c) Owner and/or Developer shall use commercially reasonable efforts to direct its contractors, subcontractors, material suppliers, and agents to not shine lights directly on or into windows of neighboring properties.

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

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

- (a) CCRA's consideration, as an RCO, of any application for a special exception and/or zoning variance relating to the planned first and/or second floor retail/commercial shall be exempt from the requirements of Article 4 of this Agreement. For the avoidance of doubt, CCRA shall have the right under this Agreement to oppose or not oppose any such future application. Owner and Developer acknowledge and understand that with regard to referrals for special exceptions relating to sit-down and take-out restaurants, CCRA frequently does not oppose the referrals provided that the tenants and/or occupants agree to certain standard restrictions concerning, *inter alia*, trash storage, trash pick-up, delivery times, live music, and noise mitigation.
- (b) If any ground floor restaurant operating within the Project desires to hold a liquor license, CCRA shall cooperate with Owner, Developer and/or tenant in connection with the granting or transfer of one (1) or more liquor licenses to the Property. Such cooperation shall also include working in good faith with the Owner to enter into a standard conditional licensing agreement (hereinafter, "CLA") with the Pennsylvania Liquor Control Board. Owner and Developer acknowledge and understand that with regard to CLAs, CCRA frequently asks liquor license applicants to agree to certain standard restrictions concerning, *inter alia*, live music, outdoor music, noise mitigation, and other such requirements which are designed to ensure that the liquor license applicant (or its successor to the liquor license application) does not operate a nuisance bar.

8. **Signage Variances.** CCRA's consideration, as an RCO, of any application for a zoning variance relating to exterior signage on the Project shall be exempt from the requirements of Article 4 of this Agreement. For the avoidance of doubt, CCRA shall have the right under this Agreement to oppose or not oppose any such future application.

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

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

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

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

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

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

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

and

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

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

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

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

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

13. **Successors and Assigns**. The terms and conditions set forth herein are covenants intended by the Parties to apply to and bind Owner, Developer, and CCRA, and each of their respective successors and assigns, as well as any managers or operators of the Project and the premises thereof. Owner and Developer agree to provide a copy of this Agreement to any prospective successor or assign, and require that any successor or assign agree to be bound by this Agreement as a condition of any sale or conveyance; and this Agreement shall be solely binding upon such successors and assigns, and any previous owner shall be released from any liability hereunder. As a condition to such release, Owner and Developer agrees to provide CCRA with a copy of Owner's and/or Developer's written notice to such successor or assign, and such successor's or assign's acceptance thereof, regarding the requirements of this Paragraph.

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

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

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

17. **Additional Terms**.

- (a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. All other agreements, understandings, and negotiations, by the Parties with respect to the subject matter hereof, as of the date hereof, are merged into this Agreement.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

- (c) In the event that any court or governmental agency of competent jurisdiction finds that any provision of this Agreement, or part thereof, is illegal, invalid, or unenforceable in any respect, the court or governmental agency may limit, alter or reform such provision to render it valid and enforceable. In the event that any court or governmental agency of competent jurisdiction finds that any part of this Agreement is illegal, invalid, or unenforceable in any respect, and that limitation, alteration, or reformation of the provision is not possible, then the validity, legality, and enforceability of the remainder shall not be affected.
- (d) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.
- (e) The terms of this Agreement may be changed, waived, discharged, or terminated only by an agreement in writing signed by all Parties.
- (f) No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained herein shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.
- (g) The recitals contained in this Agreement are incorporated herein as if set forth at length. The headings in this Agreement are for convenience of the Parties and are not part of the substance thereof.
- (h) This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

[Remainder of page intentionally blank]

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

2100 Market L.P.

Date

By: _____
Print name

Title

For Brandywine Realty Trust

November 8, 2019
Date

By: Gerard H. Swency
Print name

President & Chief Executive Officer
Title

For the Center City Residents' Association

9-18-2019
Date

By: _____
Print name

President
Title